



Mayor and City Council of Cumberland

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

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

AGENDA

Regular Meeting
City Hall, Cumberland

DATE: August 13, 2019

CLOSED SESSION

1. 5:30 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(4) of the General Provisions Article of the Annotated Code of Maryland to discuss development proposals for the East Side School site.
2. Executive Session

OPEN SESSION

1. 6:15 p.m. - Reconvene into Open Session

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of Closed Meetings

Presentations

1. Certificate of Recognition presented to Kyle Blake, Chairperson of the 2019 Lambda Car Club International Grand Invitational, expressing appreciation for bringing the collector car national event to Cumberland.

Director's Reports

(A) Engineering

[Engineering](#) Department monthly report for July, 2019

(B) Public Works

[Maintenance](#) Division monthly reports for June & July, 2019

(C) Fire

[Fire](#) Department monthly report for July, 2019

(D) Utilities - Treatment Plants

[Utilities](#)-Treatment Plants & Central Services monthly reports for June, 2019

Approval of Minutes

- [1.](#) Approval of the Closed Session Minutes of June 4, 2019
- [2.](#) Approval of the Work Session Minutes of May 29, 2019
- [3.](#) Approval of the Special Public Meeting Minutes of June 11, 2019

Unfinished Business

(A) Ordinances

Ordinance 3856 (*2nd and 3rd readings*) - to repeal and reenact Section 13-105 of the City Code pertaining to the parking of trucks, trailers and other similar vehicles and equipment on public streets

Ordinance 3857 (*2nd and 3rd readings*) - amending the official Zoning Map in Section 25-1 of the City Code (ZMA #12-04) to rezone five properties located at 701-713 Elm Street from R-U (Urban Residential) to B-C (Business Commercial)

New Business

(A) Resolutions

[Resolution](#) No. R2019-03 - granting the Cumberland Outdoor Club a property tax credit for the 2019-2020 tax year

[Resolution](#) No. R2019-04 - granting the Allegany County Animal Shelter Management Foundation a property tax credit for the tax years 2016-2017 through 2019-2020

(B) Ordinances

[Ordinance](#) 3858 (*1st reading*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,800,000 in General Obligation Bonds, to be known as the "Mayor and City Council of Cumberland Infrastructure Bonds, 2019 Series B," through the Community Development Administration (CDA), to be used for financing or refinancing costs of Projects defined in the Bond, funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or paying issuance and other costs related to the Bonds

(C) Orders (Consent Agenda)

[Order](#) No. 26,488 - authorizing a Special Taxing District tax exemption for 15 South Liberty Street in the amount of \$520.30 for the 2018-2019 tax years.

[Order](#) No. 26,489 - adopting a revised Employee Handbook for Full-Time Non-Union Employees

[Order](#) No. 26,490 - appointing Robert Godfrey to the Board of Commissioners for the Housing Authority for the City of Cumberland for a five year term, effective November 1, 2019 through October 31, 2024

[Order](#) No. 26,491 - authorizing the abatement of taxes and utilities owed on City-owned property at 607 Maryland Ave.

[Order](#) No. 26,492 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Robert L. and Shiela S. Metz, pertaining to 13 Pennsylvania Avenue has been fully paid and satisfied

[Order](#) No. 26,493- authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Dollie Catherine Derlan, pertaining to 304 Virginia Avenue has been fully paid and satisfied

[Order](#) No. 26,494 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Gregory and Shawnee L. McElfish pertaining to 114-116 Oak Street has been fully paid and satisfied

[Order](#) No. 26,495 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Shirley L. McDonald pertaining to 128 Springdale Street has been fully paid and satisfied

[Order](#) No. 26,496 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Larry and Samantha Moon pertaining to 208-210 Virginia Avenue has been fully paid and satisfied

[Order](#) No. 26,497 - authorizing a Special Taxing District exemption of \$832.50 for 27 N. Centre Street for the 2019/2020 Tax year

[Order](#) No. 26,498 - authorizing the abatement of 2019/2020 taxes for City-owned properties at Bishop Walsh Rd., Eleanor Terr., and Seneca Ave (cell tower properties)

[Order](#) No. 26,499 - authorizing the abatement of taxes for the 2019 tax year for various City-owned properties

[Order](#) No. 26,500 - authorizing the sole source purchase of two (2) Reciprocating Skimmer Systems for the Water Filtration Plant, in the amount of \$41,233.00, from Xylem Water Solutions USA, Inc.

[Order](#) No. 26,501 - authorizing the sole source purchase of nine (9) Peristaltic Chemical Metering Pumps for the Water Filtration Plant in the total amount of \$29,545.00, from the T.E. Byerly Company, Inc.

[Order](#) No. 26,502 - authorizing the waiver of permit fees for CDBG improvement projects at the Riverside and Baltimore Avenue YMCA facilities

[Order](#) No. 26,503 - authorizing the waiver of permit fees for CDBG sidewalk improvements around Fort Cumberland Homes by the Cumberland Housing Group

[Order](#) No. 26,504 - declaring a 2004 Ford Crown Victoria (VIN No. 2FAFP71W64X13543) as surplus and authorizing its disposal

[Order](#) No. 26,505 - authorizing execution of a Letter of Agreement with Leonard S. Fiore, Inc. (LSF) pertaining to the CSO Storage Facility at the WWTP Project (1-10-WWTP), setting forth terms by which the City shall grant LSF a 102 working day extension of the substantial completion date under terms of the original contract

[Order](#) No. 26,506 - authorizing Change Order No. 1 to the contract with The EADS Group for additional engineering design services to address an additional scope of work for the New Baltimore Street Town Center Project (12-16-M) in the increased amount of \$311,450, bringing the total contract amount to \$626,246

[Order](#) No. 26,507 - authorizing Change Order No. 5 to the contract with Leonard S. Fiore, Inc. for the Phase 1 CSO Storage Facility at WWTP Project (01-10-WWTP) for an increased amount of \$2,820.83 and 102 additional non-compensable working days, bringing the new total contract amount to \$26,364,856.88

[Order](#) No. 26,508 - rescinding Order No. 26,426 authorizing execution of a Cooperation Agreement pertaining to River Bend Court, LP and authorizing execution of Cooperation Agreements with The Housing Authority for the City of Cumberland to update and standardize the terms of public housing development agreements for Banneker Gardens, River Bend Court, LP, Wills Creek View, LP, Fort Cumberland Homes, John F. Kennedy Homes, Jane Frazier Village, Queen City Tower, and Willow Valley Apartments

Letters / Petitions

- [1.](#) Letter from Terri Ann Lowery requesting permission to hold the 2019 Great Allegany Run (GAR) on Saturday, October 5, 2019
- [2.](#) Letter from Bonita Austin on behalf of the Carver Community Center Board of Directors requesting a property tax waiver for the 2019-2020 tax year for property owned by Carver Community Center at 340 Frederick Street
- [3.](#) Letter from Sean and Kristie Thomas requesting to hold the 70th Annual South Cumberland Halloween Parade on Wednesday, October 30, 2019 at 7:00 p.m.

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

Item Attachment Documents:

Engineering Department monthly report for July, 2019

City of Cumberland, Maryland
Engineering Division - Monthly Report

| Capital Projects | | | | | | July 31, 2019 | |
|-------------------------|--------------------|--|--|--------------|---|----------------------|-----------------------|
| Order | Project No. | Project Name | Description | Phase | Comments | Updated By | Date of Update |
| 2008 | 05-08-S | Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad) | Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1). | Design | NO CHANGE This project has been complicated because of location of the sewer lines deep under the CSX Yards. The project has not been funded through MDE which will prevent us from moving forward. Engineering will continue to apply for funds and present this project at PACE until it is funded. | RLS | 5/15/2019 |
| 2010 | 01-10-WWTP | CSO Storage Facility At WWTP | CSO storage and handling facility in accordance with LTCP | Construction | Leak testing of pumphouse and CSO storage cells complete, except for cell 3, which has started. Backfilling proceeding as exterior waterproofing progresses. Substantial completion delay has been resolved. Overall progress is about 79% complete, based on latest pay application. | PJD | 8/2/19 |
| 2013 | 1-13-FPM | Flood Control System Concrete Repairs | Repairs to various points of FCS system per USACOE inspection | Design | UPDATE - Project is still on hold pending MDE review of EAP for Dry Run. A grant application was submitted for the project through MDE will hear results in May 2020. Additionally, started USACE Section 408 request for floodwall extensions. | RLS/MDI | 8/5/2019 |
| 2013 | 4-13-SWM | Avirett Development at 12313 Messick Road | Development at Messick Road, north of the proposed Chessie Federal Credit Union site. | Design | NO CHANGE - Currently not a high priority project. | PJD | 8/2/2019 |
| 2013 | 12-13-FPM | Flood Control Encroachment Tree Project | Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications (See also Project 2-17-FPM) | Construction | UPDATE Will be closing contract out because shipping container is blocking access to trees to be removed to complete project. | PTE | 8/2/2019 |
| 2014 | 04-14-WWTP | Sludge Screening Study/Design | Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future. | Design | NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being. | RLS | 4/2/2018 |
| 2014 | 13-14-M | Mechanic Street Access Road Improvement Project | Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge. | Construction | As per the Status Report of July 26, 2019, the percentage complete = Cost 54.52%, Time 48.75%. All concrete work has been completed. The next project progress meeting is scheduled for August 7, 2019 at 1:30 PM. | JRD | 8/6/2019 |
| 2014 | 19-14-M | Greene Street Complete Street Plan | Planning Study for Greene Street | Planning | NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future. | RLS | 6/1/2017 |

City of Cumberland, Maryland

Engineering Division - Monthly Report

| Capital Projects | | | | | | July 31, 2019 | |
|------------------|-------------|--|--|----------|--|---------------|----------------|
| Order | Project No. | Project Name | Description | Phase | Comments | Updated By | Date of Update |
| 2015 | 9-15-M | Potomac River Walk | The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA | Study | NO CHANGE -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC. | KAR | 8/9/2019 |
| 2015 | 18-15-S | CSO Water Quality Analysis | Base line data collection for analysis of future CSO needs after CSO Storage is on line. | Planning | NO CHANGE Project continues. Stream sampling ongoing on a monthly basis pre storage and post storage. Three staff were certified for sampling in April. | RJK | 8/9/2019 |
| 2015 | 19-15-M | WWTP & Collection System Asset Management Plan | Development of an Asset Management Plan | Planning | UPDATE Asset Management Program/Capital Improvement implementation. Dashboard development and Workforce app beginning to be used. Proposal received for FY20 work to include Survey 123 and Collector. | RJK | 8/9/2019 |
| 2015 | 21-15-M | Washington Street Lighting | Install decorative lighting along Washington Street | Complete | First Phase of project complete. Electric Conduit has been installed. Street has been milled and paved. Reimbursement was submitted to MD for the release of State Bind Funds. | KAR | 4/11/2018 |
| 2015 | 23-15-M | Flood Insurance Rate Map (FIRM) Modernization and Implementation | Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes. | Planning | NO CHANGE - The Letter of Final Determination date is now October, 2018, with a projected effective date of April, 2019. | PJD | 1/3/2019 |
| 2016 | 12-16-M | Baltimore Street Access Improvement - Final Design | The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall. | Design | Awaiting EADS response to our request to provide reasons for their request for an increase in the value of their contract for the design effort. | PJD | 7/1/2019 |
| 2016 | 17-16-M | Stage Renovations at Liberty Street Stage | Replace wood stage with Concrete | Design | NO CHANGE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction. | RLS | 5/15/2019 |
| 2016 | 18-16-BR | John J. McMullen, Bridge No. A-C-01 Repairs | Bridge Repair | Design | NO CHANGE - This project is being placed on hold due to needs at other bridges. Once Baltimore Street and Cumberland Street are replaced, this project will proceed. | RLS | 12/4/2018 |
| 2016 | 19-16-S | 78" Parallel Pipeline from Mill Race to CSO | 78" Pipeline to CSO tank in accordance with Consent Decree | Design | UPDATE - We have gained access to the Bohrer property to allow surveying and archeology work to begin. The final design proposal will be submitted to the City by WRA on 8/7. | RLS | 8/5/2019 |
| 2017 | 2-17-FPM | Flood Control Encroachment removal Project | The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections. | Planning | NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area. | RLS | 7/11/2018 |

City of Cumberland, Maryland
Engineering Division - Monthly Report

| Capital Projects | | | | | | July 31, 2019 | |
|-------------------------|--------------------|--|---|--------------|--|----------------------|-----------------------|
| Order | Project No. | Project Name | Description | Phase | Comments | Updated By | Date of Update |
| 2017 | 3-17-M | Route 51 Bridge 12" Waterline Replacement | Replace water line on bridge as part of SHA Bridge Deck Project | Construction | NO CHANGE - The contract for the bridge replacement has been awarded but the water line is not expected to be replaced until FY21 due to construction phasing. | RLS | 5/15/2019 |
| 2017 | 8-17-M | Baseline Water Quality Sampling Evitts Creek Water Company | Western Pennsylvania Conservancy to provide detailed technical and scientific consulting to the ECWC including: Habitat Characterization and Baseline Water Quality Sampling. | Construction | NO CHANGE Spring sampling took place May 21, 2019. Fall sampling will take place around October 2019. | RJK | 8/9/2019 |
| 2017 | 18-17-M | Maryland Avenue Development | This is not an Engineering Project, but included here to cover future department work with the development. | Design | NO CHANGE - The department is supporting Cumberland Gateway LLC with historical records and will review stormwater design in the future. | RLS | 5/15/2019 |
| 2017 | 19-17-M | Recycle Coach App | Smart phone app for recycling schedules | Planning | NO CHANGE | RJK | 8/9/2019 |
| 2017 | 20-17-WFP | Return on Environment Plan | Bedford County Comp Plan - Optional localized study | Study | NO CHANGE | RJK | 8/9/2019 |
| 2017 | 21-17-PSB | Public Safety Building Underground Storage Tank Removal | Heating Oil Underground Storage Tank (UST) - Not in use/reviewing removal option | Planning | NO CHANGE | RJK | 8/9/2019 |
| 2017 | 24-17-S | Investigation of Floodwall Underdrain Leak at Valley Street Bridge | Ascertain the source of the sewage that is leaking into the floodwall under drain noted at an under drain box about 90 feet upstream of the Valley Street Bridge, and develop a plan and cost estimate to effect repairs. | Planning | NO CHANGE - No flow has been seen in manhole, waiting for Will's Creek water level to lower to reinspect. Leak appears to have been addressed by removing Burgmeier Septic. The underdrain pump has been removed and not odor is being detected. The situation will continue to be evaluated. | RLS | 5/15/2019 |
| 2017 | 29-17-UTIL | VOID See 19-15-M | VOID | | | | |
| 2017 | 30-17-WWTP | 40 CFR 441 Compliance - Dental Dischargers | Collection of 1-time compliance reports from dental offices that remove amalgam. | Planning | NO CHANGE Thirteen (13) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation. | RJK | 8/9/2019 |
| 2017 | 31-17-W | Decatur Street 24" Crosstown Water Main Replacement | Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow. | Design | Kickoff meeting with Bennet Brewer and Associates to be scheduled as soon as award of contract is issued. | PJD | 8/2/2019 |
| 2018 | 02-18-RE | Cavanaugh Ball Field Lighting Project | Purchase and installation of new MUSCO lighting system planned for installation | Complete | COMPLETE Lights have been installed all new conduit and wire was installed. | KAR | 5/14/2019 |
| 2018 | 04-18-SWM | Grand Avenue Gas Line | Columbia Gas project on Grand Avenue | Planning | Columbia Gas project | KAR | 12/12/2018 |
| 2018 | 08-18-BR | Cumberland Street Bridge Replacement | This project will replace the bridge structure. | Design | UPDATE - FHWA has approved project. Currently waiting for MDOT to provide notice to proceed to Jacobs/EBA to begin design work. | RLS | 8/5/2019 |
| 2018 | 09-18-BR | Baltimore Street Bridge Replacement | This project will replace the bridge structure. | Design | UPDATE - Temporary bridge repair work is underway while WTB continues working on the preliminary investigation stages of the project. | RLS | 8/5/2019 |

City of Cumberland, Maryland
Engineering Division - Monthly Report

| Capital Projects | | | | | | July 31, 2019 | |
|------------------|-------------|---|---|----------------------|---|---------------|----------------|
| Order | Project No. | Project Name | Description | Phase | Comments | Updated By | Date of Update |
| 2018 | 21-18-WWTP | Repaint Primary Clarifier Equipment | This project includes the repainting of the primary clarifier equipment at the WWTP. The steel equipment will be prepared and painted, as well as the effluent channels. Two primary clarifiers and two thickener stations will be repaired | Construction | UPDATE - Work on the final primary clarifier is underway and scheduled to be completed in August | RLS | 8/5/2019 |
| 2018 | 22-18-M | Solid Waste and Recycling Collection | Contract documents for the FY20 garbage and recycling collection bid process | Planning | UPDATE New schedule in effect! | RJK | 8/9/2019 |
| 2018 | 23-18-WWTP | FY 2019 MDE Energy Grant Optimization of the Aeration System at the WRF | Application through MDE for energy grants for WWTP or WFPs | Construction Bidding | UPDATE MDE Approval Letter dated June 20. | RJK | 8/9/2019 |

City of Cumberland, Maryland

Engineering Division - Monthly Report

| Program Projects Update | | | | | | | July 31, 2019 |
|-------------------------|----------------------------|--|--|-----------------------|--|------------|----------------|
| Order | Department | Program/Project Name | Description | Phase | Comments | Updated By | Date of Update |
| | PUBLIC WORKS | Curbside Recycling | Curbside recycling program started in the City of Cumberland July 1, 2014 | Ongoing | UPDATE Recycling promotion through out the City (Libraries and NNO). | RJK | 9-Aug-19 |
| | PUBLIC WORKS | Solid Waste Management Board | County Board for planning and discussion of County-wide recycling and solid waste issues | Ongoing | NO CHANGE Meeting monthly. Planning and budgeting for HHW collection to take place October 5 at County Fairgrounds 9 AM to 2 PM. | RJK | 9-Aug-19 |
| | WWTP | Cumberland Pretreatment Program | City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW. | Regulatory | UPDATE WMHS inspection took place July 23. | RJK | 9-Aug-19 |
| | WWTP | POTW NPDES Permit | Requirements for compliance | Annual/As Needed | NO CHANGE - Renewal application mailed June 1, 2018. Awaiting MDE communication/site visits. | RJK | 9-Aug-19 |
| | WWTP/CSO | CSO Consent Decree Compliance Reporting | Reporting/Inspections | Semi-Annual/As Needed | NO CHANGE | RJK | 9-Aug-19 |
| | Watershed | Evitts Creek Steering Committee | Cross-jurisdictional committee working on source water protection efforts. | | UPDATE Forest Management Plan complete/ ECSC recommended the Plan be forwarded to the M&CC for adoption. | RJK | 9-Aug-19 |
| | STC | Shade Tree Commission | Care of trees along city rights of way and in parks. | NA | UPDATE Doing routine summer tree care (removal and pruning) | PTE | 2-Aug-19 |
| | Evitts Creek Water Company | Forest Stewardship Plan (aka Resource Management Plan) | Management of the forested property around Lakes Gordon and Koon | NA | UPDATE - Evitts Creek Steering Committee voted to recommend approval for plan. Plan will then go to Mayor and City Council for approval and then to PA DCNR for approval. | PTE | 2-Aug-19 |

Item Attachment Documents:

Maintenance Division monthly reports for June & July, 2019

MAINTENANCE DIVISION REPORT
June & July 2019

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JUNE 2019**

- POTHoles AND COMPLAINTS
 - Potholed 12 Streets & 1 Alley using 18 tons of hot mix asphalt
- PERMANENT PATCHING
 - Patched 4 areas using 9 tons of hot mix asphalt
- UTILITY HOLES
 - Repaired 4 water utility holes using 14 tons of hot mix asphalt
 - Repaired 4 sewer utility holes using 6.5 tons of hot mix asphalt
 - Repaired 1 wastewater plant hole using 3 tons of hot mix asphalt
- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed/Repaired 8 Traffic Control Signs
 - Removed 2 Handicap signs
 - Painted 4 curbs
 - Installed delineators on Eastern Ave near inlet
- STREET SWEEPING
 - 487 miles
 - 41 loads
- MISCELLANEOUS
 - Completed 32 Work Orders
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 4 dead animals
 - Received thermo/pavement marking training for 1 day
 - Picked up trash/discarded items on 2 occasions
 - Performed emergency flagging operation on N Mechanic St for sink hole
 - Set up traffic control and no parking signs for multiple events
 - Performed ditch work @ 2 separate locations
 - Applied scratch coat of asphalt with paver on Cumberland St
 - Cleaned Municipal Center shop twice

| | | | | | |
|---------------------------------------|---------|-----------|-----------|-----------|-------|
| STREET MAINTENANCE - JUNE 2019 | 6/3-6/7 | 6/10-6/14 | 6/17-6/21 | 6/24-6/28 | TOTAL |
|---------------------------------------|---------|-----------|-----------|-----------|-------|

| | | | | | | |
|--|----------|-----|-----|-----|------|-------|
| SERVICE REQUEST COMPLETED | | 11 | 6 | 8 | 7 | 32 |
| PAVING PERFORMED | TONS | | | 54 | 27 | 81 |
| CONCRETE WORK | CY | | | | | 0 |
| UTILITY HOLES REPAIRED | WATER | | | 1 | 4 | 5 |
| | SEWER | | | 1 | 3 | 4 |
| | CY | | | | | |
| | TONS | | | 2.5 | 21.0 | 23.5t |
| POTHOLES FILLED | STREETS | 6 | 3 | 3 | | 12 |
| | ALLEYS | | | 1 | | 1 |
| | DAYS | 2 | 1 | 1 | | 4 |
| | Cold Mix | | | | | 0 |
| | TONS | 5.0 | 7.0 | 6.0 | | 18 |
| PERMANENT PATCH | CY | | | | | 0 |
| | TONS | 5 | 4 | | | 9 |
| COMPLAINTS COMPLETED | | | | | | 0 |
| | CY | | | | | 0 |
| | TONS | | | | | 0 |
| TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED | | 8 | | | | 8 |
| STREET NAME SIGNS REPAIRED/INSTALLED | | | | | | 0 |
| HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED | | | | | | 0 |
| | | | | | | 0 |
| | | 2 | | | | 2 |
| PAINTING PERFORMED | BLUE | | | | | 0 |
| | YELLOW | | | | | 0 |
| | RED | 2 | | | | 2 |
| PAVEMENT MARKINGS INSTALLED | No. | | | | | 0 |
| STREET CLEANING | LOADS | 8 | 10 | 12 | 11 | 41 |
| | Miles | 115 | 120 | 124 | 128 | 487 |
| SWEEPER DUMPS HAULED TO LANDFILL | TONS | | 6.0 | 2.0 | | 41 |
| SALT BARRELLS - PICK UP, FILL | DAYS | | | | | 0 |
| CLEANED BALTIMORE ST. UNDERPASS | | 1 | 1 | 1 | 1 | 4 |
| CLEAN SNOW EQUIPMENT | Days | | | | | 0 |
| BRUSH REMOVAL/TREE WORK | Areas | 1 | 1 | 3 | | 5 |
| Check Drains/Clean Debris | DAYS | | 1 | | | 1 |
| LEAF PICK UP | Loads | | | | | 0 |

Picked up trash/discarded furniture on 2 different occasions
 Performed emergency flagging operation on N Mechanic St for sink hole
 Set up traffic control and no parking signs for multiple events
 Received thermo training for 1 day
 Applied scratch coat of asphalt with paver on Cumberland St
 Performed ditch work @ 2 separate locations
 Picked up 4 dead animals
 Cleaned Municipal Center shop twice

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
JUNE 2019**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
 - Prepared pavilions & Activities Building for rentals
 - Mowed & trimmed @ Constitution Park 13 days
 - Mowed & trimmed @ Mason's Complex 10 days
 - Mowed & trimmed parklets 10 days
- Ball Fields
 - Flynn Field
 - Drug 4 times
 - Spiked 1 time
 - Lined 14 times
 - Mowed 3 times
 - Nonneman Field
 - Drug 2 times
 - Spiked 1 time
 - Lined 4 times
 - Mowed 2 times
 - Northcraft Field
 - Drug 2 times
 - Spiked 1 time
 - Lined 7 times
 - Mowed 3 times
 - Cavanaugh Field
 - Drug 3 times
 - Lined 9 times
 - Mowed 3 times
 - JC Field
 - Lined 4 times
 - Mowed 2 times
 - Long Field

- Drug 6 times
- Spiked 2 times
- Lined 15 times
- Mowed 4 times
- Abrams Field
 - Drug 3 times
 - Spiked 1 time
 - Lined 15 times
 - Mowed 3 times
- Galaxy Soccer Field
 - Lined 2 times
 - Mowed 2 times
- Bowers Football Field
 - Mowed 2 times

▪ Miscellaneous Work

- Performed basic housekeeping @ Municipal Building
- Cleaned the Craft House & Activities Building
- 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 overtime on weekends to pick up trash @ all parks & parklets
- Worked overtime @ Constitution Park for concerts & movie
- Picked up new trash cans from Schroeder Industries

**Fleet Maintenance
June 2019**

| | |
|---|------------|
| Total Fleet Maintenance Projects | 170 |
| Central Services | 4 |
| Code Enforcement | 1 |
| DDC | 0 |
| Engineering | 4 |
| Fire | 6 |
| Flood | 6 |
| Municipal Parking | 0 |
| P & R Maintenance | 13 |
| Police | 26 |
| Public Works | 2 |
| Sewer | 1 |
| Snow Removal | 0 |
| Street Maintenance | 39 |
| Vehicle Maintenance | 20 |
| Water Distribution | 30 |
| Water Filtration | 0 |
| WWTP | 1 |
| Scheduled Preventive Maintenance | 11 |
| Field Service Calls | 6 |
| Total Work Orders Submitted | 33 |
| Risk Management Claims | 0 |
| Fork Lift Inspections | 0 |

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JULY 2019**

- POTHoles AND COMPLAINTS
 - Potholed 28 Streets & 9 Alleys using 38.5 tons of hot mix asphalt
- PERMANENT PATCHING
 - Patched 3 areas using 19.75 tons of hot mix asphalt
- UTILITY HOLES
 - Repaired 15 water utility holes using 32.5 tons of hot mix asphalt
 - Repaired 7 sewer utility holes using 28 tons of hot mix asphalt
 - Repaired 1 sewer utility hole using 9 yards of concrete
- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed/Repaired 9 Traffic Control Signs
 - Installed 3 Handicap signs and removed 1 Handicap sign
 - Painted 17 curbs
- STREET SWEEPING
 - 511 miles
 - 40 loads
- MISCELLANEOUS
 - Completed 63 Work Orders
 - Set up traffic control and worked overtime for Fireworks @ Constitution Park
 - Set out traffic control for damaged section of Valley Rd
 - Repaired large section of sidewalk along Greene St @ West Side School
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 6 dead animals
 - Picked up trash/discarded items on 4 occasions
 - Set up traffic control and no parking signs for multiple events
 - Three employees attended required Traffic Manager's Course @ LaVale SHA
 - Cleaned Municipal Center shop twice

| STREET MAINTENANCE - JULY 2019 | | 7/1-7/3 | 7/8-7/12 | 7/15-7/19 | 7/22-7/26 | 7/29-7/31 | TOTAL |
|--|----------|---------|----------|-----------|-----------|-----------|--------|
| SERVICE REQUEST COMPLETED | | 5 | 26 | 14 | 11 | 7 | 63 |
| PAVING PERFORMED | TONS | | | | | | 0 |
| CONCRETE WORK | CY | | | | | | 0 |
| UTILITY HOLES REPAIRED | WATER | 2 | 9 | 4 | | | 15 |
| | SEWER | | 2 | 5 | | 1 | 8 |
| | CY | | | | | 9.00 | 9 |
| | TONS | 3.0 | 21.5 | 36.0 | | | 60.5t |
| POTHOLE FILLING | STREETS | 1 | 11 | 5 | 6 | 5 | 28 |
| | ALLEYS | | 4 | 3 | 2 | | 9 |
| | DAYS | 1 | 4 | 3 | 3 | 1 | 12 |
| | Cold Mix | | | | | | 0 |
| | TONS | 1.0 | 12.0 | 8.0 | 14.5 | 3.0 | 38.5t |
| PERMANENT PATCH | CY | | | | | | 0 |
| | TONS | 10.5t | | | 7 | 2.25t | 19.75t |
| COMPLAINTS COMPLETED | | | | | | | 0 |
| | CY | | | | | | 0 |
| | TONS | | | | | | 0 |
| TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED | | 2 | 2 | | | 5 | 9 |
| STREET NAME SIGNS REPAIRED/INSTALLED | | | | | | | 0 |
| HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED | | | | | | | 0 |
| | | 2 | 1 | | | | 3 |
| | | 1 | | | | | 1 |
| PAINTING PERFORMED | BLUE | 4 | 1 | | | 3 | 8 |
| | YELLOW | | | | | | 0 |
| | RED | 4 | | | | 5 | 9 |
| PAVEMENT MARKINGS INSTALLED | No. | | | | | | 0 |
| STREET CLEANING | LOADS | 7 | 13 | 10 | 7 | 3 | 40 |
| | Miles | 77 | 183 | 115 | 108 | 28 | 511 |
| SWEEPER DUMPS HAULED TO LANDFILL | TONS | | | 1.0 | 18.0 | | 19 |
| SALT BARRELS - PICK UP, FILL | DAYS | | | | | | 0 |
| CLEANED BALTIMORE ST. UNDERPASS | | 1 | 1 | 1 | 1 | | 4 |
| CLEAN SNOW EQUIPMENT | Days | | | | | | 0 |
| BRUSH REMOVAL/TREE WORK | Areas | 1 | | 1 | 1 | 2 | 5 |
| Check Drains/Clean Debris | DAYS | | | | | 1 | 1 |
| LEAF PICK UP | Loads | | | | | | 0 |

Set up traffic control and worked overtime for Fireworks @ Constitution Park
 Picked up trash/discarded furniture on 4 different occasions
 Set out traffic control for damaged section of Valley St
 Set up traffic control and no parking signs for multiple events
 Repaired large section of sidewalk along Greene St by West Side School
 Three employees attended required Traffic Manager's Course @ LaVale SHA
 Mowed with street tractor on overtime 7 days
 Picked up 6 dead animals
 Cleaned Municipal Center shop twice

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
JULY 2019**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
 - Prepared pavilions & Activities Building for rentals
 - Mowed & trimmed @ Constitution Park 18 days
 - Mowed & trimmed @ Mason's Complex 10 days
 - Mowed & trimmed parklets 15 days

- Ball Fields
 - Flynn Field
 - Drug 5 times
 - Lined 12 times
 - Mowed 3 times
 - Nonneman Field
 - Lined 3 times
 - Mowed 2 times
 - Northcraft Field
 - Drug 1 time
 - Lined 4 times
 - Mowed 3 times
 - Cavanaugh Field
 - Drug 1 time
 - Lined 5 times
 - Mowed 3 times
 - Long Field
 - Drug 3 times
 - Lined 8 times
 - Mowed 3 times
 - Abrams Field
 - Lined 5 times
 - Mowed 3 times

- Galaxy Soccer Field
 - Lined 3 times
 - Mowed 3 times

| |
|--------------------------|
| Fleet Maintenance |
|--------------------------|

- Northcraft Soccer Field
 - Lined 2 times
- Nonneman Soccer Field
 - Lined 2 times
- Nonneman Jr Soccer Field
 - Lined 2 times
- Bowers Football Field
 - Lined 3 times
 - Mowed 4 times

■ Miscellaneous Work

- Performed basic housekeeping @ Municipal Building
- Cleaned the Craft House & Activities Building
- 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 overtime on weekends to pick up trash @ all parks & parklets
- Worked overtime @ Constitution Park for concerts & movie
- Picked up new trash cans from Schroeder Industries
- Painted new marble courts for tournament

July 2019

| | |
|---|------------|
| Total Fleet Maintenance Projects | 200 |
| Central Services | 12 |
| Code Enforcement | 0 |
| DDC | 0 |
| Engineering | 3 |
| Fire | 13 |
| Flood | 4 |
| Municipal Parking | 0 |
| P & R Maintenance | 15 |
| Police | 30 |
| Public Works | 3 |
| Sewer | 20 |
| Snow Removal | 0 |
| Street Maintenance | 31 |
| Vehicle Maintenance | 23 |
| Water Distribution | 20 |
| Water Filtration | 0 |
| WWTP | 0 |
| Scheduled Preventive Maintenance | 17 |
| Field Service Calls | 9 |
| Total Work Orders Submitted | 60 |
| Risk Management Claims | 0 |
| Fork Lift Inspections | 0 |

Item Attachment Documents:

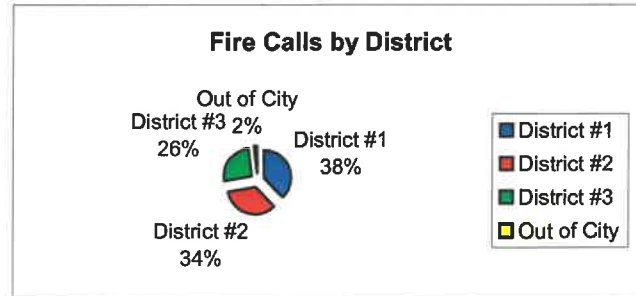
Fire Department monthly report for July, 2019

REPORT OF THE FIRE CHIEF FOR THE MONTH OF JULY, 2019
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 111 Fire Alarms:

Responses by District:

| | |
|-------------|----------|
| District #1 | 42 |
| District #2 | 38 |
| District #3 | 29 |
| Out of City | <u>2</u> |
| | 111 |



Number of Alarms:

| | |
|-------------------------|----------|
| First Alarms Answered | 109 |
| Working Alarms Answered | <u>2</u> |
| | 111 |

Calls Listed Below:

Property Use:

| | |
|--------------------|-----------|
| Public Assembly | 6 |
| Educational | 1 |
| Institutional | 4 |
| Residential | 53 |
| Stores and Offices | 6 |
| Storage | 1 |
| Manufacturing | 2 |
| Other | 1 |
| Special Properties | <u>37</u> |
| | 111 |

Type of Situation:

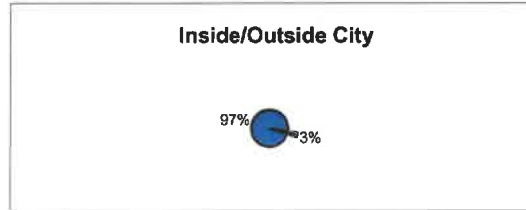
| | |
|-----------------------|-----------|
| Fire or Explosion | 8 |
| Overpressure, Rupture | 1 |
| Rescue Calls | 44 |
| Hazardous Conditions | 7 |
| Service Calls | 15 |
| Good Intent Calls | 14 |
| Severe Weather | 1 |
| False Calls | <u>21</u> |
| | 111 |

| | |
|---|------------|
| Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in July: | \$2,310.00 |
| Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date: | \$2,310.00 |
| Total Fire Service Fees for Fire Calls Paid in July: | \$4,325.00 |
| Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date: | \$4,325.00 |

| | |
|---|----------|
| Fire Service Fees for Inspections and Permits Billed in July: | \$100.00 |
| Fire Service Fees for Inspections and Permits Paid in July: | \$0.00 |
| Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date: | \$0.00 |

Cumberland Fire Department Responded to 444 Emergency Medical Calls:

| | |
|-------------------|-----------|
| In City Calls | 430 |
| Out of City Calls | <u>14</u> |
| Total | 444 |



| | |
|---|--------------|
| Total Ambulance Fees Billed by Medical Claim-Aid in July: | \$151,391.50 |
| Ambulance Fees Billed Fiscal Year to Date: | \$30,903.50 |
| Ambulance Fees Paid: | |
| Revenue received in July 2019: | \$74,869.81 |
| All Ambulance Fees Paid in FY2020: | \$72,860.02 |

Cumberland Fire Department Provided 5 Paramedic Assist Calls:

| | |
|--|---|
| 1 Paramedic assist calls within Allegany County | |
| <u>4 Paramedic assist calls outside of Allegany County</u> | |
| | 5 |

| | |
|---------------------------|----------|
| Bowman's Addition VFD | 1 |
| Fort Ashby, WV VFD | 3 |
| Cumberland Valley EMS, PA | <u>1</u> |
| | 5 |

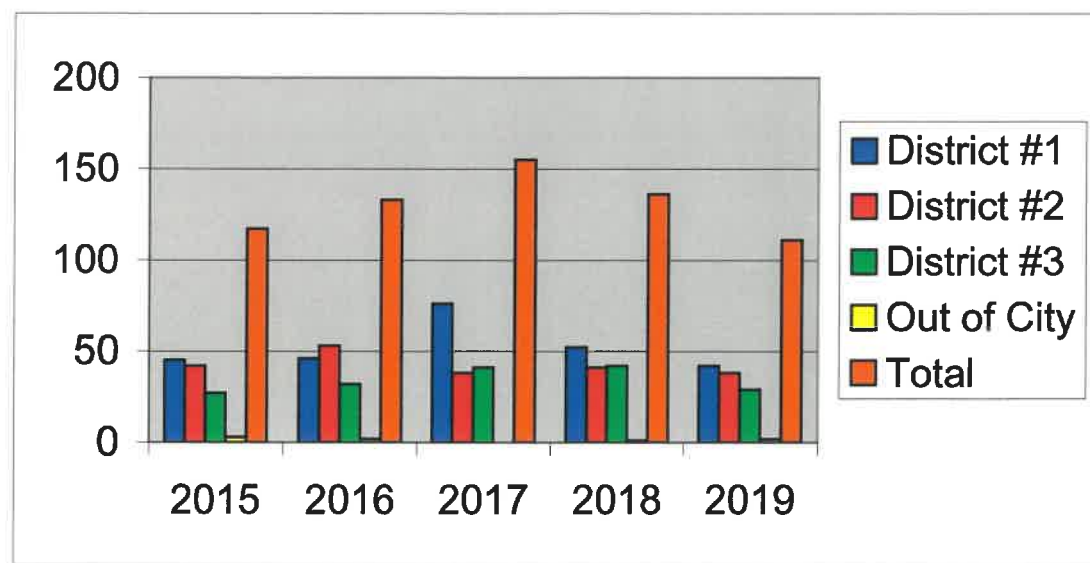
Cumberland Fire Department Provided 9 Mutual Aid Calls:

| | |
|--|---|
| 8 Mutual Aid calls within Allegany County | |
| <u>1 Mutual Aid calls outside of Allegany County</u> | |
| | 9 |

| | |
|-----------------------|----------|
| Bowman's Addition VFD | 2 |
| Cresaptown VFD | 5 |
| Flintstone VFD | <u>1</u> |
| | 8 |
| Ridgeley, WV VFD | <u>1</u> |
| | 9 |

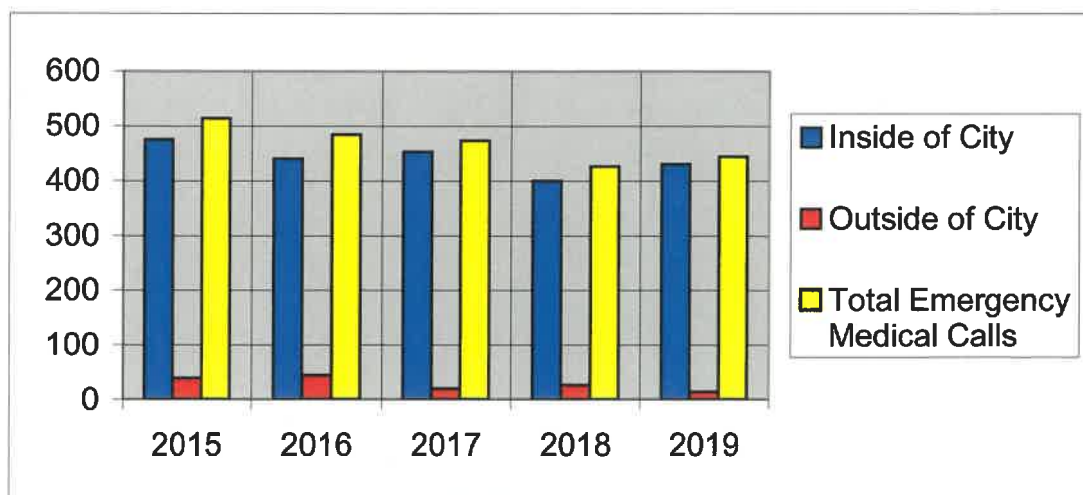
Fire Calls in the Month of July for a Five-Year Period

| | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> |
|-------------|-------------|-------------|-------------|-------------|-------------|
| District #1 | 45 | 46 | 76 | 52 | 42 |
| District #2 | 42 | 53 | 38 | 41 | 38 |
| District #3 | 27 | 32 | 41 | 42 | 29 |
| Out of City | <u>3</u> | <u>2</u> | <u>0</u> | <u>1</u> | <u>2</u> |
| Total | 117 | 133 | 155 | 136 | 111 |



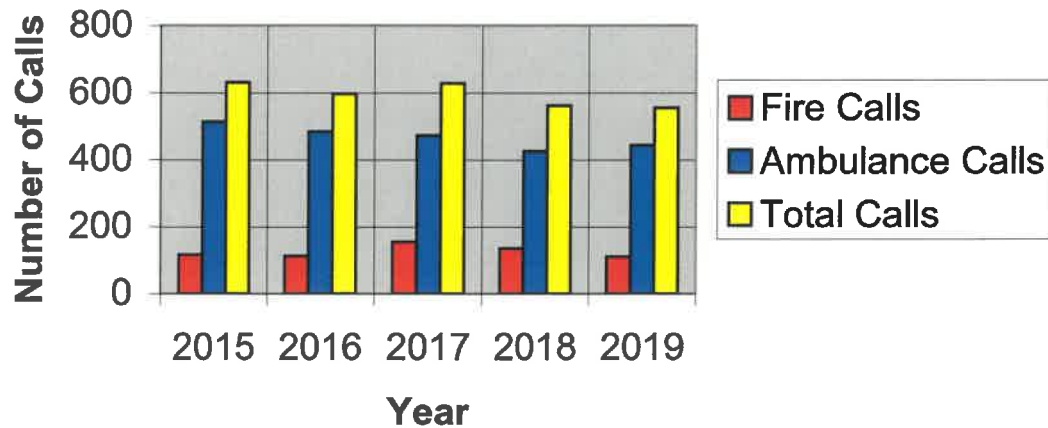
Ambulance Calls in the Month of July for a Five-Year Period

| | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|
| Inside of City | 475 | 440 | 453 | 400 | 430 |
| Outside of City | <u>39</u> | <u>44</u> | <u>20</u> | <u>26</u> | <u>14</u> |
| Total Emergency Medical Calls | 514 | 484 | 473 | 426 | 444 |



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

| | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> |
|-----------------|-------------|-------------|-------------|-------------|-------------|
| Fire Calls | 117 | 113 | 155 | 136 | 111 |
| Ambulance Calls | <u>514</u> | <u>484</u> | <u>473</u> | <u>426</u> | <u>444</u> |
| Total Calls | 631 | 597 | 628 | 562 | 555 |



Training

| | | |
|-----------------------------------|--------------|--------|
| Training Man Hours: | | 485.00 |
| Fire Department Organization | 11.50 | |
| HIPAA Rule and Regulations | 1.50 | |
| Sexual Harassment Policy | 0.50 | |
| Computer Use Policy | 0.50 | |
| Safety | 7.00 | |
| Drug and Alcohol Testing Policy | 0.50 | |
| Right to Know Law | 3.00 | |
| Workplace Violence | 0.50 | |
| Pump Operations | 23.50 | |
| Aerial Operations | 14.00 | |
| Apparatus Check Procedures | 42.00 | |
| SCBA Inspection and Care | 5.50 | |
| Emergency Vehicle Operations | 49.00 | |
| Drug Box Refresher | 4.00 | |
| Strategic and Tactical Operations | 14.00 | |
| Firefighter I Class | 208.00 | |
| General Fire Prevention | 2.00 | |
| Physical Fitness | 74.00 | |
| Officer Meeting | 10.00 | |
| Pipeline Emergencies | 3.00 | |
| Rapid Intervention Training | <u>11.00</u> | |
| | 485.00 | |

Fire Prevention Bureau

| | |
|--------------------------|----|
| Complaints Received | 1 |
| Conferences Held | 40 |
| Correspondence | 10 |
| Inspections Performed | 5 |
| Investigations Conducted | 8 |
| Plan Reviews | 4 |

Personnel

Fire Equipment Operator Keith L. Funkhouser retired effective July 1, 2019 with 31 years of service.

Firefighter/EMT-Paramedic Eric D. Arnold resigned effective July 11, 2019.

Probationary Firefighter Elijah W. Crowe was hired on July 15, 2019.

Probationary Firefighter Kaden S. Malone was hired on July 16, 2019.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Item Attachment Documents:

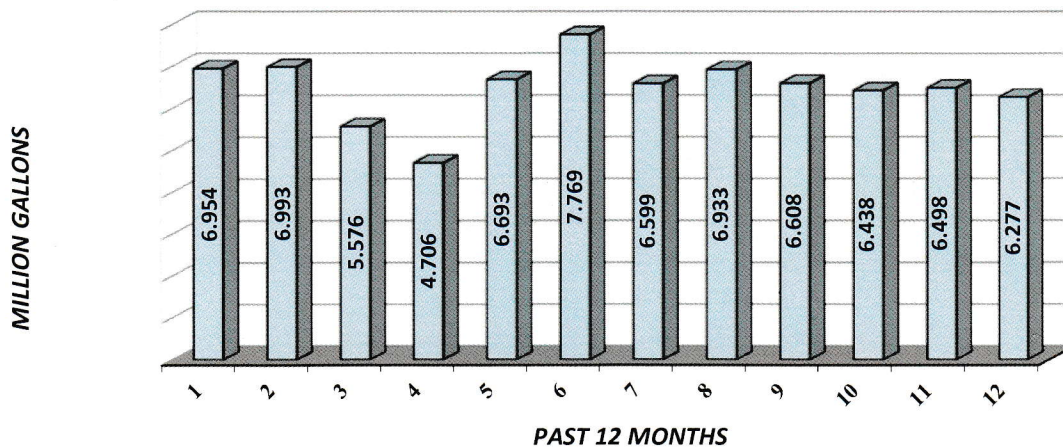
Utilities-Treatment Plants & Central Services monthly reports for June, 2019

TREATMENT PLANTS

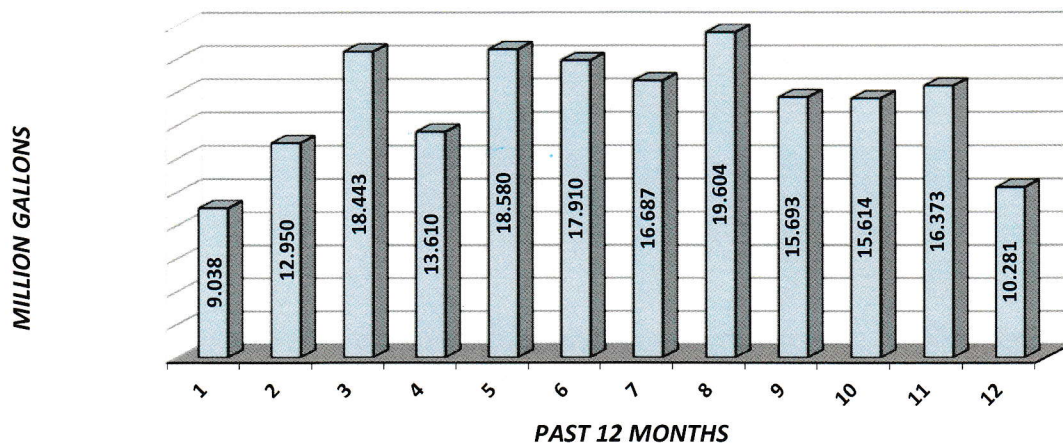
MONTHLY UTILITY REPORT

JUNE 2019

AVERAGE DAILY PRODUCTION - WFP



AVERAGE DAILY PRODUCTION - WRF



EVENTS SUMMARY

- > WFP & WRF - 100% COMPLIANCE WITH ALL FEDERAL & STATE REGULATIONS
- > WFP - RECEIVED DRAFT NPDES PERMIT FOR REVIEW AND RESPONSE BEFORE FINAL PERMIT IS ISSUED
- > WRF - MAINTENANCE SUP'T IS DEVELOPING PLAN TO HAVE 36 HIGH VOLTAGE BREAKERS REPAIRED
- > WFP - ASSISTED CITY ENGINEERING DEPT. & GDF ENGINEERS IN DESIGN OF NEW INTAKE SCREENS
- > WFP - STARTED TRI-ANNUAL SAMPLING OF PENNSYLVANIA CUSTOMERS AS REQUIRED BY LEAD & COPPER RULE
- > WFP & WRF - NEW COMPUTER MAINTENANCE MANAGEMENT SYSTEM "eMAINT" BEING IMPLEMENTED
- > WRF - ALL LABORATORY PROCEDURES & PLANS BEING UPDATED AND REVISED

Central Services – June 2019

- **City Hall:** Cleaned out boiler room. (Removed all trash and unnecessary items) Clogged sink in second floor bathroom. Replaced LEDs in HR office and on second floor.
- **Municipal Service Center:** Made and installed hand rail on three sets of stairs per OSHA inspection. Repaired lights in meter room of water department. Clogged drain in meter room water department.
- **Public Safety Building:** Repaired outlets in police evidence processing room. Installed new outlets and move refrigerator in fire department garage. Started on new MES room in fire department garage. Repair phone line in police department office 2nd floor. Repaired water leak in basement bathroom of fire station #2. Installed mag lock and key pad on door in garage in Fire department. Cleaned out boiler room. (Removed all trash and unnecessary items) Replaced bad control valve stage one of chiller. Built shelves in garage at fire department.
- **Police Department:** Started working on replacing generator and electrical panel in Police Command Post RV.
- **Parks & Rec:** Replaced the lights in snack bar at Park Pool. Worked on freezer in snack bar at Park Pool. Replaced hand dryer at Park Pool bath house. Installed wireless intercom at bottom of the stairs at Park Pool snack bar.
- **Downtown Area & Mall:** Repaired and replaced outlets in George Street Parking Garage.
- **Traffic and Street Lights:** Install new light pole and light on Mechanic St. Repaired cross walk heads at corner of Greene St. and Allegany St. that was hit by truck, buss or ?. Reported street lights to P.E. to be repaired.
- Load tested generators.
- Monthly Safety Meeting

Item Attachment Documents:

1. Approval of the Closed Session Minutes of June 4, 2019

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, June 4, 2019, 5:45 p.m.

The Mayor and City Council convened in open session at 5:45 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b)(1) of the General Provisions Article of the Annotated Code of Maryland to discuss an employee resignation.

MOTION: Motion to enter into closed session was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 4-0.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Police Chief Charles Hinnant

Item Attachment Documents:

2. Approval of the Work Session Minutes of May 29, 2019

Mayor and City Council of Cumberland

WORK SESSION

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

Monday, May 29, 2019
3:00 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie P. Marchini (arrived at 3:15 p.m.)

ALSO PRESENT: Jeffrey D. Rhodes, Marjorie Woodring, City Clerk; Kathy McKenney, Community Development Program Manager; and Historic Preservation Commission members Suzanne Wright, Steve Gibson, and Michael Garrett; CEDC Executive Director Paul Kelly

I. HISTORIC REGISTER VS. LOCALLY ZONED

Ms. McKenney advised that what had generated a lot of discussion was the demolition of the Footer Mansion recently, and a general confusion of what National Register Historic Places vs. locally zoned designations for historic property. She passed out an information packet and discussed the differences.

- National Register is an honorary designation.
 1. Established upon a set of qualifiers.
 2. Directed by NPS on a Federal level.
 3. If State or Federal funding comes into play, then there would be a review process.
 4. Not regulatory – does not prevent demolitions – basically is a voluntary designation.
 5. Property owners can do what they want as long as compliant with City codes.
- Only locally zoned preservation district in Cumberland is Canal Place Preservation District.
 1. Local permit regulations that are specific to historic areas.
 2. HPC reviews work that takes place on the exteriors, not interiors.
 3. Mandated for every property whether new or at demolition.

II. REVIEW OF CURRENTLY DESIGNATED STRUCTURES AND DISTRICTS

Ms. McKenney provided a map of current National Register districts, which are South Cumberland, Chapel Hill, Decatur Heights, Rolling Mill, and Greene Street.

Ms. Wright asked questions on homes being within those districts, and if one can apply to be historically designated. Ms. McKenney advised yes if the property has historic significance, such as the Gates House, and provided background on the application process for National recognition. She also provided a handout with information on National Register criteria.

Ms. McKenney provided information regarding locally designated properties and when regulatory oversight comes into play, and if a property is not in a historic district, it carries forward the same as if locally zoned, with a review by the HPC. She explained if the property was sold, the designation transfers with the property.

There was discussion on the Footer Mansion demolition, and the fact that it was an honorary designation, which was the reason the demolition couldn't be stopped. There were questions about transparency and the process involved with the demolition decision. Ms. McKenny advised that it was a unique case, in that zoning regulations took place ahead of time and the designation wasn't in place at the time of demolition. Mr. Rhodes advised that the timing of the HPC getting involved occurred at the eleventh hour, after word got out of the demolition. Mayor Morris stated that he wasn't going to tell someone that bought the property two months before he couldn't tear it down, which could have resulted in a lawsuit against the City. He added that his feeling was that the HPC should have come to the Mayor and Council about the Footer property long before it was sold, as it had been vacant for years, and stated that he believes the HPC's recommendation was improper at that time.

Ms. McKenney said that in an effort to keep this same situation from happening again, she wanted to try to work through the properties individually listed on the National Register without having the extra layer of protection, and isolated buildings not in a historic district that are worthy of consideration, which were listed in her handout.

Councilman Cioni asked what can or can't be done with the Town Clock Church. Ms. McKenney advised that Maryland Historical Trust holds a few perpetual preservation easements on some buildings, taken as receipt of capital grant funds over the years, so Town Clock Church is protected – it rides with the deed. She also advised that The Kensington the AME Church on Decatur Street, and the Washington Street Library also have an easement. Cioni also asked about the Town Church which is abandoned. Ms. McKenney stated that the MD. Historic Church Org. monitors regularly, and they have an inspector on staff, with the inspection process insuring that the condition doesn't get to a certain point.

Ms. McKenney advised though, that easements have moved to "term" easements going forward. She discussed the process for deferring property eligible and stated that inventories are maintained at a state level. She added that the local HPC can make a recommendation, but the Mayor and City Council have to make it final. She mentioned that the owners of the Gates house asked for two things: local designation, and to continue preparations to get it listed on the National Register of Historic Places, with which the City helps to assist.

Mr. Gibson inquired if locally designated properties with state easements have a process for demolition to occur. Ms. McKenney said she hasn't seen that, and the process is to insure that doesn't happen, except in the case of catastrophic instances, if the integrity of the structure is involved. She added that the protected properties also have access to tax credits. Ms. Wright added that there are state-wide groups, like Preservation Maryland, that folks can access to bring attention to buildings.

III. REVIEW OF INCENTIVE PROGRAMS FOR HERITAGE STRUCTURES

Ms. McKenney went over incentive programs currently in place for historic properties, and discussed the National Register Designation, how incentives can be applied and what it can mean for neighborhood improvement. She stated that the neighborhood designation took off in the early 2000s, but neighborhoods aren't as active as they used to be so it's kind of died down. She added that she still thinks it's a good tool when you're talking about planning and blight, saying that maybe it's not blight removal, maybe it's using these incentives to rehabilitate the neighborhoods. She also stated that with the loss of too many properties in neighborhoods, we may lose the integrity of the neighborhoods.

Mayor Morriss stated that there's a really fine line in using City funds in helping people restore their homes if nobody else in the neighborhood is doing it anyway. He added that the City has to be careful where they select to do that, because if the rest of the neighborhood isn't participating, it won't make a difference, and the funds could have been used better elsewhere.

Mr. Rhodes stated that due to a lack of resources, there are blended solutions to problems, and in a lot of cases, demolition could be part of solving the problem, while encouraging reinvestment in other properties in the neighborhood. Councilman Frazier stated that the City needs to find ways to encourage people to take care of their homes – needs to find some solutions. Ms. Wright added that one way to help encourage investment is to protect our historic properties. Part of the HPC's mission is to see historic preservation as an economic opportunity. Mayor Morriss agreed, saying that if the HPC is talking about the true historic district, he's with them 100%, because that's the area people are talking about. He added that it's outside of that area that we have to be careful.

IV. LOCAL HISTORIC TAX CREDIT INCREASE CONSIDERATION

Ms. McKenney advised that the local historic tax credit program went into place in 1998, and within a 21 year period approximately \$24M has been invested in the CPPDA district. She stated that protected properties also have access to tax credits, discussed how tax credits are utilized, and referenced several projects that have benefitted from that. She also clarified which areas are considered to be in the Canal Place Historic District.

Ms. Wright asked of the tax incentives that property owners receive, how much is City vs. State. Ms. McKenney replied that the \$24M previously quoted is all private investment. She added that the only property taxes that are affected are the local, with the City and County matching the assessment freeze. She went on to explain the specifics regarding at a state level, adding that tax credits do different things at different levels.

There was discussion on a cap on City dollars used for tax credits – how they are being spent. Ms. McKenney stated that there is no cap, per se; saying credits awarded have to be used in the 5-year time frame, so anything beyond that expires. She added that for the assessment freeze, the City just isn't getting the difference should the property be reassessed. She further added that the State, within the last couple of years, has provided enabling legislation to increase that 10% credit to 25%. That was passed at a State level, so the M&CC would have to approve locally.

V. REVIEW OF PROPERTIES TO CONSIDER FOR HISTORIC DESIGNATION

Ms. McKenney discussed contributing vs. non-contributing buildings regarding the National Register, saying that non-contributing buildings could be easily targeted for blight removal. Ms. Wright asked about recommendations for the additional structures, and how to get the public on this as well, because the HPC doesn't want to designate without public input. Ms. McKenney advised that the last page of the document prepared earlier this year included properties that seem to meet criteria for historic preservation and are likely areas for reinvestment:

1. Brewery, 711 N. Centre St.
2. Former Allegany High School
3. Fort Hill High School
4. Fire Stations beyond the one on Mechanic Street
5. City-owned 19 Frederick Street (already in district). Mr. Rhodes advised that an RFP was sent out a while ago, with little interest. The CEDC has had some interest recently; however, the City is looking for the best deal, the best re-use of the building. No dollar tag is necessarily attached to the building.
6. City-owned Canada Hose House

Mr. Rhodes inquired about properties the City doesn't own with which they may want to encourage protection. Mr. Gibson stated there was discussion on that topic at a recent HPC meeting, regarding reaching out and encouraging interest. He added that the HPC needs to be engaging with the community to ask them where are the buildings that they feel should be locally designated. Ms. McKenney stated they talked about doing a press release to get more community input, and have people come to them. Ms. Wright suggested a rack card or insert mailed with every Historic District property owner's tax bill, advising them of any incentives available to them. Ms. McKenney added that the HPC has had workshops over the years for the public, with limited attendance. Mr. Kelly added that the County is working on a GIS mapping system so property owners can click on a property and see layers of different incentives available. It also picks up the Opportunity Zone information, overlapping with the Canal Place Heritage area, and it's linked into a State website.

Ms. Wright suggested a homesteading opportunity for blighted properties, saying that Cumberland has good solid housing stock. Mr. Rhodes advised that the problem is the City doesn't own them, by the time the City acquires them, they're in bad shape.

VI. WHERE DOES THE HPC GO FROM HERE? DISCUSSION

Mayor Morris stated that the key is when you have properties you have to be proactive in the marketing end to find people that want to invest. We can't let the properties get to the point of falling down. He added that if you have something you believe is historic, then work with the redevelopment side of it, and

said he agrees that historic preservation has an economic value, but you have to get to it before it can't be saved. Mayor Morriss stated that he disagrees with keeping properties protected in perpetuity as it makes them hard to market when the owner moves on. He added that Cumberland has the core for historic preservation – that's the part we can make a difference in. Ms. Wright stated that regarding the Footer mansion, it wasn't something the HPC entirely ignored. They worked with the State and had it inventoried, every inch of the building was measured and recorded, and they also had workshops in the building with local trades people. She added that it's really hard trying to find historically-experienced contractors. She stated that her belief is historic preservation created an opportunity for businesses to come in and flourish.

Mr. Garrett inquired about the website Mr. Kelly discussed, saying that the HPC should be in on it. Mr. Kelly said he would look into getting HPC incentives and data on the master list.

Ms. Wright inquired if it would be advantageous to bring together the HPC and M&CC once a year for discussion. Council agreed, saying work sessions could be set up once or twice a year.

Mr. Rhodes discussed the workpaper that Ms. McKenney and the four categories regarding the National Register. He asked of the 1st three categories with properties already designated, is there something the HPC could be doing with those, as some are distressed, to bring those to the attention of M&CC, as what needs attention now. He added that in the 4th category, those are the properties the M&CC will need to individually look at and consider, and he asked were there others. However, he wanted to make sure the understanding is that they aren't going to be able to do something with everything. Mr. Gibson replied that after the Footer Mansion issue, the HPC came to the decision that they needed to do just that, and to begin to take a more active role in encouraging home owners to tell them what they are concerned about, and take stock in what's around the City.

Mr. Rhodes asked of the properties on the list that are already designated, for the HPC to tell M&CC and staff what they think about those. Mr. Garrett agreed that the HPC needs to be active rather than reactive.

Councilwoman Marchini wanted to make sure the City is communicating with the CEDC on this because she feels that there could be a potential problem. She suggested as properties come up, emails go out to Mr. Kelly and Mr. Miller so that everybody is on the same page. Ms. Wright again brought up the fact that the HPC can only recommend – M&CC have to approve. There's nothing the HPC can do without a higher authority, but she added that since the Footer mansion issue, they will definitely be bringing recommendations to the M&CC. She also stated that having a member of Council at the meetings is a great way to have better communication. Councilwoman Marchini stated that the HPC needs to be open-minded and can't save everything – there will have to be compromise. She referenced Sprint's request at the last meeting, and added that everyone is responsible for economic development in the area as well as preservation of history.

Mr. Kelly asked if the HPC were considering recommending a property, at what point would the owner get notice. Mr. Gibson replied that ideally they would like to do it through press releases, having the owner come to the HPC, but the Commission may have to initiate the process at times. He added that he can't imagine moving ahead with a nomination before asking the property owners' views. Mr. Rhodes inquired who initiated the process on the five properties listed on Ms. McKenney's paper; Gates House, Diehl

Building, Carver School, etc. Ms. McKenney replied they were all initiated by the owners. Mr. Gibson added that was why they can't be too active – the HPC cannot designate without the owners' input.

Councilwoman Marchini asked about the sign issue at the last meeting and how can they weigh that decision if it falls directly to the HPC, without losing business. Ms. McKenney stated that a lot of that falls to her as the first point of contact, and there are a set of guidelines. In that case, the guidelines were clear that the sign was not encouraged within the historic district. She added that they work with those owners to accomplish things alternately for them. Mr. Gibson added that when you have an historic district, at times you have to make hard, problematic choices, and you have to hold to the guidelines.

Ms. Wright added that you have to watch setting precedents, and said the guidelines are updated on a regular basis, are specific to our local area, and are based on Secretary of the Interior standards. She said she is skeptical of any business that walks away due to issues about a backlit sign, and if indeed that business even would have been profitable, so her concern is with setting precedents.

Councilman Cioni stated that whether it's communication or a certain sign, he thinks the HPC is on the right track, and after the Footer mansion situation it seemed like staff and the HPC were at odds, but that's not the case. He added that regarding the situation with the sign, like it or not the assessment is that this is not a business-friendly city, and a lot of that is generated from people who do business here, that have spoken to him about it. The Councilman added that the more we can talk about these things, we can be the eyes and ears and voices. He said that they all have the responsibility to be on the same page.

Ms. Wright wanted to invite the City Council members to come to any meeting of the HPC and see how they work very closely with homeowners and businesses. She added that very few times to they say "no" to people; they are always looking for a compromise. She further added that Ms. McKenney is an amazing resource to property owners in preparing them in advance. Mr. Gibson added that during his 5-year term on the Commission, probably only once or twice have they voted no on something that wasn't quickly compromised out.

VII. ADJOURNMENT

With nothing further, the meeting adjourned at 4:54 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Item Attachment Documents:

3. Approval of the Special Public Meeting Minutes of June 11, 2019



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Special Public Meeting
City Hall Council Chambers

DATE: June 11, 2019

I. Open Session

1. 4:00 p.m. - Convene into Open Session

II. Pledge of Allegiance

III. Roll Call

PRESENT

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

ABSENT: Councilman Seth Bernard

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

IV. New Business

(A) Orders (Consent Agenda)

Mr. Cohen reviewed the one item on the Consent Agenda prior to vote, saying that the NDA (Non-Disclosure Agreement) sets forth certain conditions pertaining to the release of preliminary engineering studies regarding the Fayette and Washington Street Bridges. Mr. Cohen further stated that CSX will not authorize its release unless the Agreement is

signed, so it must be signed to move forward, and added that CSX and the Wilson T. Ballard Company has already signed it.

1. **Order No. 26,459** - authorizing the execution of a Confidentiality and Non-Disclosure Agreement by and among CSX Transportation, Inc., The Wilson T. Ballard Company, and the Mayor and City Council of Cumberland regarding certain information set forth in the Agreement in connection with the conduct of engineering feasibility studies regarding the Fayette and Washington Street Bridges.

Mayor Morriss called for questions or comments, and a discussion followed.

Mayor Morriss wanted to clarify that without this Agreement, CSX will not release the engineering studies and added that the City doesn't have a choice but to sign it. Mr. Cohen confirmed, saying though, that this is an instance where there is zero harm to the City. He added that this allows CSX to not share information it doesn't want to share with third parties.

Councilwoman Marchini stated that if this is specifically about the bridges, she wondered about CSX's claim of no ownership. Mr. Cohen advised that this Agreement has nothing to do with ownership, that at this juncture we aren't concerned with who was the owner, we're attempting to resolve and clarify that matter with the Agreement, which will provide who owns them from here on out, which is the City.

Councilman Cioni stated that to him it sounded like CSX is trying to protect something they own. Mr. Cohen replied that this is not unusual for this type of Agreement, as they are trying to protect their historical data. He added it was no surprise to him that they requested it.

Mr. Rhodes asked Mr. Cohen if somewhere along the line he thought he could get a redacted version of the agreement to release. Mr. Cohen confirmed that CSX will be providing a redacted version of the document after receipt of the engineering studies.

Councilwoman Marchini wanted to clarify what constitutes "proprietary" information in this situation, and asked if CSX doesn't own the bridges, what it is that needs to be protected. Mayor Morriss responded, saying that without the NDA, the negotiations basically come to an end. Mr. Cohen stated it's proprietary because CSX owns the data, with Mayor Morriss adding that what CSX is concerned about is the design of the bridge; their people have assisted with designing the bridge structure, and that's what's proprietary.

Motion to approve Consent Agenda Item No. 1; Order No. 26,459 was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 4-0.

V. Public Comments

None

All public comments are limited to 5 minutes per person.

VI. Adjournment

With no further business at hand, the meeting adjourned at 4:20 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Item Attachment Documents:

1. Ordinance 3856 (*2nd and 3rd readings*) - to repeal and reenact Section 13-105 of the City Code pertaining to the parking of trucks, trailers and other similar vehicles and equipment on public streets

ORDINANCE NO. 3856

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE TO REPEAL AND REENACT SECTION 13-105 OF THE CITY CODE (1991 EDITION) PERTAINING TO THE PARKING OF TRUCKS, TRAILERS AND OTHER SIMILAR VEHICLES AND EQUIPMENT ON PUBLIC STREETS."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that sections 13-105 of the Code of the City of Cumberland (1991 Edition) is repealed and reenacted and shall read as follows:

Sec. 13-105. - Parking of trucks, trailers, etc. on public streets.

The purpose of this provision is to regulate the parking of trucks, trailers and other similar vehicles and equipment of a certain size upon public streets, alleys and ways. Said vehicles and equipment tend to block the view of other vehicles and have a negative impact upon the aesthetics of the City.

It shall be unlawful to park or store any of the following vehicles, machinery and equipment on the streets, alleys and other public ways of the City:

- (1) Trucks or vans more than 10,000 pounds in gross vehicle weight;
- (2) Vehicles with more than two (2) axles;
- (3) Camping trailers, boat trailers or any other kind of trailers, regardless of whether they are connected to vehicles;
- (4) Motor homes;
- (5) Heavy machinery;
- (6) Farm equipment;
- (7) Vehicles more than twenty (20) feet in length or nine (9) feet in height;
- (8) Tow trucks with vehicles in tow;
- (9) Boats; and
- (10) Any other similar vehicles or equipment.

Notwithstanding the foregoing, a reasonable period of time shall be permitted for the loading or unloading of such vehicles within 100 feet of the location where the unloading is taking place; provided, however, that movements of such vehicles within the aforesaid 100 feet will not serve to extend the time allowed for loading and unloading.

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

Passed this _____ day of August, 2019.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

Item Attachment Documents:

2. Ordinance 3857 (*2nd and 3rd readings*) - amending the official Zoning Map in Section 25-1 of the City Code (ZMA #12-04) to rezone five properties located at 701-713 Elm Street from R-U (Urban Residential) to B-C (Business Commercial)

ORDINANCE NO. 3857

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP REFERRED TO IN SECTION 25-1 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) TO REZONE FIVE PROPERTIES LOCATED AT 701-713 ELM STREET, CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND FROM R-U (URBAN RESIDENTIAL) TO B-C (BUSINESS COMMERCIAL)."

WHEREAS, the properties which are the subject of this Ordinance are located at 701-713 Elm Street, are recorded among the Land Records of Allegany County, Maryland as indicated below, and are hereinafter referred to as the "Properties":

| <u>Address</u> | <u>Liber/Folio Reference</u> | <u>Tax ID No.</u> |
|-----------------|----------------------------------|-------------------|
| 701 Elm St. | 2332/93 | 04-011880 |
| 703 Elm St. | 2332/93 | 04-011872 |
| 705 Elm St. | 2332/97 | 04-025350 |
| 707 Elm | 2353/67 | 04-018834 |
| 709 Elm St. | 2329/252 | 04-034929 |
| 711-713 Elm St. | 2348/401 | 04-037507 |

WHEREAS, the Properties are currently zoned R-U (Urban Residential);

WHEREAS, First Peoples Community Federal Credit Union filed an application requesting that the zoning for the Properties be changed to B-C (Business Commercial);

WHEREAS, in anticipation of the proceedings before the Planning and Zoning Commission, City staff prepared a Cumberland Planning Commission Staff Report dated April 12, 2019 (the "Staff Report"), a copy of which is attached

hereto, recommending that the City's Official Zoning Map be amended on the ground that there has been a substantial change in the character of the neighborhood in which the Properties are located;

WHEREAS, the Staff Report includes the findings required by Section 4-204 of the Land Use Article of the Annotated Code of Maryland;

WHEREAS, as required by the applicable provisions of the aforesaid Land Use Article, the Planning and Zoning Commission held a public hearing on this matter and, at the conclusion of the aforesaid hearing, voted 3-0 to pass a resolution recommending that the Official Zoning Map be amended and that the applicable zoning for the Properties be designated as B-C;

WHEREAS, as required by Section 25-439(e) of the City of Cumberland Zoning Ordinance and the applicable provisions of Land Use Article of the Annotated Code of Maryland, the Planning and Zoning Commission forwarded its recommendations to the Mayor and City Council for action;

WHEREAS, as required by Section 4-203 of the aforesaid Land Use Article and Section 25-439(f)(1) of the City of Cumberland Zoning Ordinance, the Mayor and City Council published notice of the time and place of the public hearing before them on the matter of the rezoning which is

the subject of this Ordinance together with a summary of the proposed rezoning in *The Cumberland Times News*, a newspaper of general circulation in Allegany County and the City of Cumberland, once each week for two successive weeks with the first notice being published at least fourteen days before the hearing;

WHEREAS, as required by Section 4-203 of the aforesaid Land Use Article and City of Cumberland Zoning Ordinance Section 25-439(g), a public hearing on the proposed rezoning was held before the Mayor and City Council on May 21, 2019, at which public hearing all parties in interest and citizens of the City of Cumberland were permitted to be heard concerning the proposed rezoning;

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

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

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the application of First Peoples Community Federal Credit Union to rezone the

Properties R-U (Urban Residential) to B-C (Business Commercial) is granted. City staff is directed to correct the labeling on the Official Zoning Map to reflect that the Properties are zoned B-C.

SECTION 2. AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

PASSED this _____ day of August, 2019.

Raymond M. Morriss,
Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

Dates of Publication of Public Hearing Notices:

1st Reading:

2nd & 3rd Readings:

Effective Date:

CUMBERLAND PLANNING COMMISSION STAFF REPORT
ZMA 12-04 - 701-713 Elm Street – B-C Rezoning Application
April 12, 2019

Overview:

Matthew S. Brewer, Bennett, Brewer & Associates, LLC, on behalf of First Peoples Community Federal Credit Union (FPCFCU), has made application to the Mayor and City Council for a Zoning Map Amendment (ZMA #12-04) regarding five (5) parcels of land located at 701-713 Elm Street in the City of Cumberland. In accordance with Section 25-439 of the Cumberland City Code, the Planning Commission must conduct a public hearing on the application and provide a recommendation to the Mayor and City Council within forty-five (45) days of the hearing date.

In summary, 701-713 Elm Street was formerly five (5) residential structures that FPCFCU purchased and razed for the purposes of constructing a free-standing, single story, credit union building with a drive through lane. The subject area is currently zoned Urban Residential (R-U) and is bordered to the West and South by a large Business Commercial (B-C) zoning district. The subject area is bordered to the East and North by the remainder of the current R-U zoning district.

A zoning map amendment, not part of a comprehensive update, must be a result of a significant change in the character of the neighborhood or due to a mistake. The applicant has provided information to support a change due to a significant change in the character of the neighborhood.

Staff Review:

City records do confirm that a significant change in the character of the neighborhood has occurred due to the large volume of demolitions of commercial and residential structures in the project area commonly referred to as the Maryland Avenue Project. As a result of this project, the area has been enhanced as a commercial area that also includes Martins Plaza, Auto Zone, Chick-A-Filet, Patrick's Pub, and a yet to be developed 17 acre parcel owned by CSX Transportation. Furthermore, the North end of the subject site lies just two (2) blocks from Interstate 68.

Staff Recommendation:

The applicant's proposed use is consistent with a Business Commercial zoning district and a significant change in the character of the neighborhood is clearly evident. As such, City staff recommends that the Planning Commission favorably consider the applicants request.

Additionally, under the provisions of the Maryland Annotated Code, the Mayor and City Council must make a series of specific findings in making its decision regarding the proposed zoning. A recommendation regarding these findings must be made by the Planning Commission. The specific findings are outlined in the Annotated Code and in

Section 25 of the Cumberland City Code. Staff recommends the following findings be determined with respect to these statutory considerations:

1. **Population change:** Staff notes that the 2009 Comprehensive Plan Update calls for a 20% increase in the City's population over the next 20 years. The proposed zoning would provide for economic expansion of the city's commercial base, thereby increasing employment opportunities, expanding the City's tax base, and promoting population growth that could be consistent with the recommendations of the City's Comprehensive Plan. On the proposed site, no structures were occupied and therefore, no decrease in population will occur as a direct result of the proposed zoning change.
2. **The availability of public facilities:** Public facilities in the City of Cumberland were designed to serve the City's peak population of 39,483 in 1940. With a current population of approximately 20,800, the Water Resources Element in the 2009 Comprehensive Plan amendment indicated that adequate capacity exists within the city's current public facilities to accommodate the city's planned growth. The subject property is already served by City water and sewer.
3. **Present & future transportation patterns:** The 2007 Cumberland Area Long Range Transportation Plan identified and scheduled transportation improvements necessary to serve planned growth and development in the community. The subject property is directly accessed by Spring Street, which is considered a local street. The potential traffic impacts of the proposed use are anticipated to be minor and would not reduce the level of service on the adjoining streets. The property also has adequate off-street parking for the proposed uses.
4. **Compatibility with existing and proposed development for the area:** The current zoning and uses in the norther portion of the Maryland Avenue area are largely commercial in nature and influenced by the heavy use of Interstate 68. Other commercial uses are scattered around the area. The proposed use is therefore consistent with and supportive of the existing mix of uses in that area.
5. **Relationship of the proposed amendment to the local jurisdiction's plan:** The proposed use as a financial institution would be a Permitted use in a B-C zoning district. Additionally, the proposed use appears consistent with the 2009 Comprehensive Plan and the City's Economic Development Strategic Plan.

Item Attachment Documents:

Resolution No. R2019-03 - granting the Cumberland Outdoor Club a property tax credit for the 2019-2020 tax year

City of Cumberland
- Maryland -
RESOLUTION

RESOLUTION NO. 2019-03

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, GRANTING THE CUMBERLAND OUTDOOR CLUB A PROPERTY TAX CREDIT FOR THE TAX YEAR 2019-2020, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

WHEREAS, the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and

WHEREAS, Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a real and corporate property tax credit against certain property owners; and

WHEREAS, the Cumberland Outdoor Club is such a property owner designated in Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland; and

WHEREAS, the Cumberland Outdoor Club has, pursuant to Section 9-301(e) (1), applied for the real and corporate property tax credit; and

WHEREAS, the Mayor and City Council of Cumberland desires to grant to the Cumberland Outdoor Club a real and corporate property tax credit against the municipal corporation property tax imposed on the Cumberland Outdoor Club for the tax year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED THAT, the Cumberland Outdoor Club be and is hereby granted a real and corporate property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2019-2020.

**Given under our Hands and Seals this 13th day of August, 2019, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.**

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

CUMBERLAND OUTDOOR CLUB

June 1, 20119

City of Cumberland
PO Box 1702-57 North Liberty Street
Cumberland, Maryland 21501-1702

Re: Tax Credit – Account Numbers: 0409098, ^{0409098 Exempt} 04013182, 04032845 and D00078238

Mayor and City Council:

Please consider this a formal request to exercise authority granted by Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland to grant Tax Credit for the above referenced accounts of the Cumberland Outdoor Club, Incorporated for FY-2020.

Thank you for your attention to this matter.

Sincerely,



Richard L. Mellotte II
House Chairman
Cumberland Outdoor Club, INC

Item Attachment Documents:

Resolution No. R2019-04 - granting the Allegany County Animal Shelter Management Foundation a property tax credit for the tax years 2016-2017 through 2019-2020

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. 2019-04

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, GRANTING THE ALLEGANY COUNTY ANIMAL SHELTER MANAGEMENT FOUNDATION A PROPERTY TAX CREDIT FOR THE TAX YEARS 2016-2017 THROUGH 2019-2020, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a real and corporate property tax credit against certain property owners; and
- WHEREAS,** the Allegany County Animal Shelter Management Foundation is such a property owner designated in Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Allegany County Animal Shelter Management Foundation has, pursuant to Section 9-301(e) (1), applied for the real and corporate property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Allegany County Animal Shelter Management Foundation a real and corporate property tax credit against the municipal corporation property tax imposed on the Allegany County Animal Shelter Management Foundation for the tax years 2016-2017 through 2019-2020.

NOW, THEREFORE, BE IT RESOLVED THAT, the Allegany County Animal Shelter Management Foundation be and is hereby granted a real and corporate property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax years 2016-2017 through 2019-2020.

**Given under our Hands and Seals this 13th day of August, 2019, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.**

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor



**Allegany County
Animal Shelter**
MANAGEMENT FOUNDATION

P.O. Box 566
Cumberland, MD 21501-0566

RCVD

CLERK'S OFFICE

2019MAY7 AM 9:16

May 7, 2019

Cumberland Mayor & City Council
ATTN: Jeffrey Rhodes, City Administrator
57 N. Liberty Street
Cumberland, MD 21502

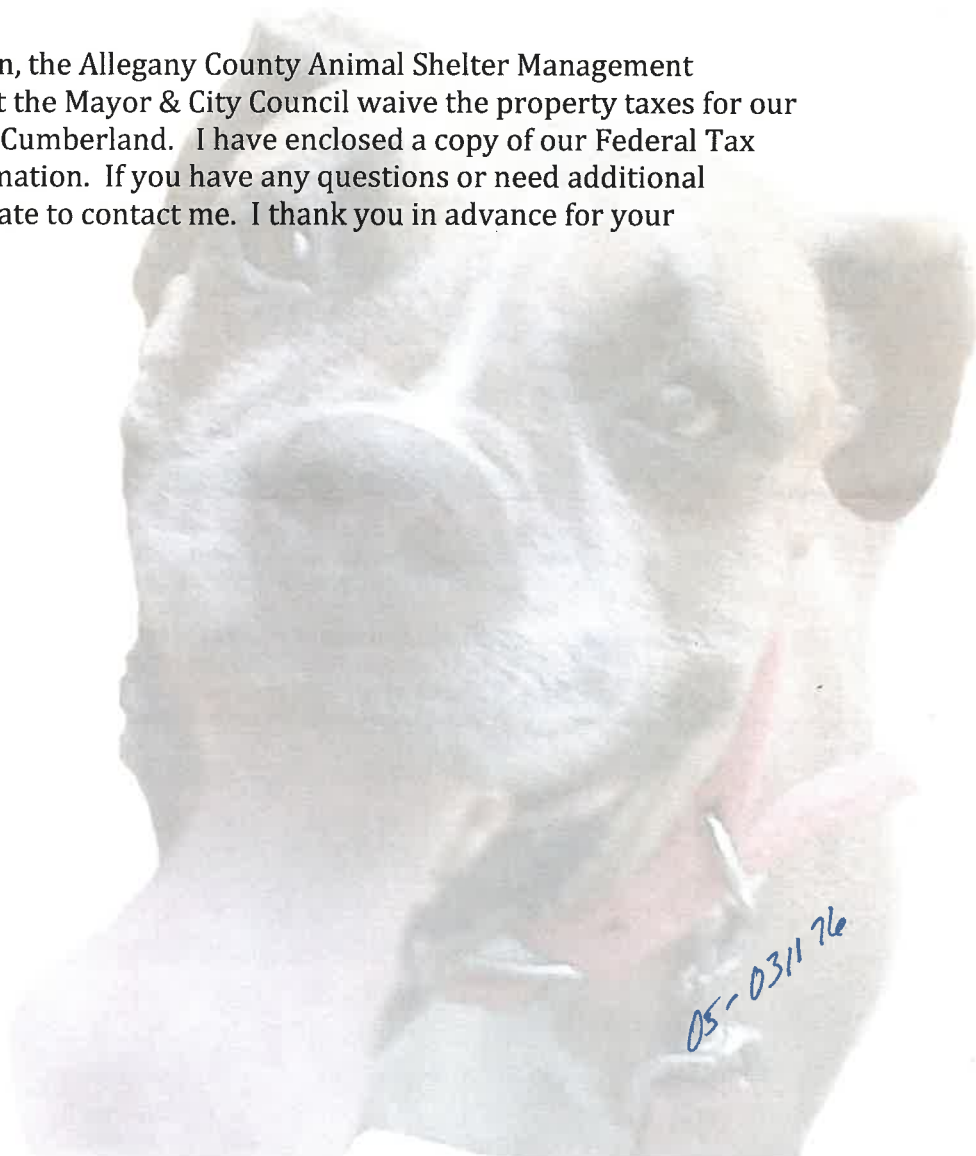
Dear Mr. Rhodes,

As a 501(c)3 organization, the Allegany County Animal Shelter Management Foundation is writing to request the Mayor & City Council waive the property taxes for our facility at 708 Furnace Street in Cumberland. I have enclosed a copy of our Federal Tax Exemption letter for your information. If you have any questions or need additional information, please do not hesitate to contact me. I thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Tina M. Rafferty".

Tina M. Rafferty
Executive Director
(301) 777-5930
(301) 697-3826 (cell)



Item Attachment Documents:

Ordinance 3858 (*1st reading*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,800,000 in General Obligation Bonds, to be known as the "Mayor and City Council of Cumberland Infrastructure Bonds, 2019 Series B," through the Community Development Administration (CDA), to be used for financing or refinancing costs of Projects defined in the Bond, funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or paying issuance and other costs related to the Bonds

ORDINANCE NO. 3858

**MAYOR AND CITY COUNCIL OF CUMBERLAND
INFRASTRUCTURE BONDS, 2019 SERIES B**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE OF MAYOR AND CITY COUNCIL OF CUMBERLAND, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND (THE “ISSUER”), PROVIDING FOR THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000.00) OF GENERAL OBLIGATION BONDS OF MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, TO BE KNOWN AS THE “MAYOR AND CITY COUNCIL OF CUMBERLAND INFRASTRUCTURE BONDS, 2019 SERIES B” (OR BY SUCH OTHER OR ADDITIONAL DESIGNATION OR DESIGNATIONS AS REQUIRED BY THE COMMUNITY DEVELOPMENT ADMINISTRATION IDENTIFIED HEREIN, THE “BONDS”), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 4-101 THROUGH 4-255 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF PROVIDING ALL OR A PORTION OF THE FUNDS NECESSARY FOR (I) FINANCING AND/OR REFINANCING COSTS OF THE PROJECTS IDENTIFIED HEREIN AS (A) OFFICE EQUIPMENT AND INFORMATION TECHNOLOGY IMPROVEMENTS, EQUIPMENT AND SOFTWARE (INCLUDING REPLACEMENT OF COPIERS AND FIREWALLS AND UPGRADING A SCADA SYSTEM), (B) NEW AND/OR REPLACEMENT VEHICLES (INCLUDING REGULAR DUTY VEHICLES, HEAVY DUTY VEHICLES AND A LADDER TRUCK) AND EQUIPMENT FOR USE BY VARIOUS CITY DEPARTMENTS, INCLUDING THE POLICE, FIRE, PUBLIC WORKS, VEHICLE MAINTENANCE, STREET, PARKS & RECREATION, WATER DISTRIBUTION, SANITARY SEWER, AND FLOOD CONTROL DEPARTMENTS, (C) FACILITY IMPROVEMENTS (INCLUDING HVAC IMPROVEMENTS AT CITY HALL, GARAGE DOORS AT THE PUBLIC SAFETY BUILDING, AND GARAGE DOOR OPENERS, DOORS AND HARDWARE FOR THE MUNICIPAL SERVICE CENTER), (D) STREET LIGHTING AND STREET IMPROVEMENTS (INCLUDING REPLACEMENT OF A TRAFFIC CABINET), AND/OR (E) PARKING GARAGE GATE AND PAYMENT COLLECTION SYSTEM IMPROVEMENTS, (II) FUNDING A PORTION OF A CAPITAL RESERVE FUND AND/OR OTHER RESERVES, AND/OR (III) PAYING ISSUANCE AND OTHER COSTS RELATED TO THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE ISSUER; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL

Underlining = Indicates material added by amendment after introduction

~~Strike through~~ = Indicates material deleted by amendment after introduction

RESPECTIVELY COME DUE; PROVIDING FOR THE FORM, TENOR, DENOMINATIONS, MATURITY DATE OR DATES AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR RELATED PURPOSES, INCLUDING, WITHOUT LIMITATION, THE METHOD OF FIXING THE INTEREST RATE OR RATES TO BE BORNE BY THE BONDS, THE APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS, AND THE MAKING OF OR PROVIDING FOR THE MAKING OF REPRESENTATIONS AND COVENANTS CONCERNING THE TAX STATUS OF INTEREST ON THE BONDS.

RECITALS

WHEREAS, Mayor and City Council of Cumberland (the “Issuer”) is a municipal corporation of the State of Maryland organized under a charter (the “Charter”) adopted in accordance with Article XI-E of the Constitution of Maryland and operating under the Charter and other applicable law; and

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

WHEREAS, pursuant to the authority of the Act, the Issuer has determined to issue its general obligation bonds in one or more series in the aggregate principal amount not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) (the “Bonds”, as defined herein) for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of the Project (as defined herein), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration under the Program identified below, and/or (iii) paying issuance and other costs related to the Bonds; and

WHEREAS, the Issuer proposes to issue and sell the Bonds to the Administration, in connection with the Local Government Infrastructure Financing Program of the Administration (the “Program”); and

WHEREAS, it is the intention of the Issuer by this Ordinance to provide for the issuance and sale of the aforementioned Bonds and to obtain a loan or loans from the Administration pursuant to the Program (collectively, the “Loan”); and

WHEREAS, the Issuer intends to authorize the execution and delivery of the Bonds and all other documents, agreements, certificates and other materials related to the issuance, sale and delivery of the Bonds and the Loan; and

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WHEREAS, the Administration intends to issue one or more series of its Local Government Infrastructure Bonds to finance the Loan and other loans to be financed pursuant to the Program.

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

Section 1. Authorization, Terms, Form of Bonds.

(a) Mayor and City Council of Cumberland (the “Issuer”) shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit an aggregate principal amount not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) of its general obligation bonds, to be issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), to be known as the “Mayor and City Council of Cumberland Infrastructure Bonds, 2019 Series B” or by such other or additional designation or designations as required by the Administration (as defined herein), including, without limitation, to identify separate series or subseries (collectively, the “Bonds” and, individually, a “Bond”). The proceeds from the sale of the Bonds shall be used for the public purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including replacement of copiers and firewalls and upgrading a SCADA system), (B) new and/or replacement vehicles (including regular duty vehicles, heavy duty vehicles and a ladder truck) and equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility improvements (including HVAC improvements at City Hall, garage doors at the Public Safety Building, and garage door openers, doors and hardware for the Municipal Service Center), (D) street lighting and street improvements (including replacement of a traffic cabinet), and/or (E) parking garage gate and payment collection system improvements, together with, in each such case as is applicable with respect to the project components described in clauses (i)(A) through (E), the acquisition or payment for, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, related planning, design, architectural, engineering, bidding, permitting, acquisition, demolition, removal, construction, reconstruction, expansion, rehabilitation, renovation, repair, construction management, inspection, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, landscaping, and functionally related activities necessary at the locations or facilities at or near which such undertakings occur, administrative, financial and legal expenses, and related or similar costs, and any such costs that may represent the Issuer’s share or contribution to such undertaking (collectively, the “Project”), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration under the Program identified in subsection (b) below, and/or (iii) paying issuance and other costs related to the Bonds. Notwithstanding the foregoing description of the Project, the Mayor of the Issuer (the “Mayor”), in consultation with the City Administrator

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of the Issuer (the “City Administrator”), any other appropriate officials of the Issuer, and the Community Development Administration (the “Administration”), is hereby authorized and empowered, on behalf of the Issuer, to determine prior to the sale of the Bonds not to apply Bonds proceeds to finance or refinance costs of any one or more components of the Project due to tax, budgetary or other considerations.

(b) The Bonds shall be issued as one or more fully registered bond certificate(s) in the aggregate principal amount not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) payable to the Administration as the registered owner thereof. The Bonds shall be issued in such aggregate principal amount or such lesser aggregate principal amount as determined by the Mayor pursuant to subsection (g) below, which shall be equal to the aggregate principal amount of the loan or loans to the Issuer from the Administration (collectively, the “Loan”) under the Local Government Infrastructure Financing Program of the Administration (the “Program”).

(c) The Bonds shall be dated as of the date of issue, or as of such other date as is specified by the Administration; shall be numbered from R-1 upward or as otherwise required by the Administration; shall be initially registered in the name of the Administration or its designee; shall bear interest from the date of issuance of the Local Government Infrastructure Bonds issued by the Administration (the “Administration’s Bonds”), payable semiannually on April 1 and October 1 or on such other days as the Administration may require in connection with the Program, at such annual rate or rates and be payable in annual principal installments at the designated office of the Administration or of the trustee for the Administration’s Bonds.

(d) The Bonds shall bear interest at an aggregate rate or rates of interest for a total interest cost (expressed as a yield) not to exceed (1) 2.65 percent for a loan with a maturity of up to but not exceeding five years, (2) 2.85 percent for a loan with a maturity in excess of five years but not more than ten years, (3) 3.35 percent for a loan with a maturity in excess of ten years but not more than fifteen years, (4) 3.55 percent for a loan with a maturity in excess of fifteen years but not more than twenty years, and (5) 3.75 percent for a loan with a maturity in excess of twenty years but not more than twenty-five years, the actual rate or rates of interest to be borne by the Bonds to be determined and established by the Mayor acting pursuant to Section 1(g) of this Ordinance.

(e) The Bonds shall be in substantially the form set forth on Exhibit A attached hereto and made a part hereof, which form, together with all of the covenants and conditions therein contained, is hereby adopted by the Issuer as and for the form of obligation or obligations to be incurred by the Issuer and such covenants and conditions are hereby made binding upon the Issuer, including the promise to pay therein contained.

(f) The Bonds are to be issued in connection with the Program in order to provide all or a portion of the funds needed to (i) finance and/or refinance costs of the Project, (ii) fund a portion of a capital reserve fund and/or other reserves required by the Administration under the Program, and/or (iii) pay costs of issuance and other related costs of the Bonds. Under the

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Program, the Issuer will enter into a Repayment Agreement and a Pledge Agreement with the Administration (respectively, the “Repayment Agreement” and the “Pledge Agreement”). The Issuer also will execute and deliver in connection with the issuance of the Bonds and the Program any additional documents, agreements, instruments and certificates requested by the Administration (which, together with the Repayment Agreement and the Pledge Agreement, are herein referred to as the “Program Documents”). The Program Documents shall be in such forms and shall contain such terms and conditions as shall be approved by the Mayor and/or the City Administrator and acceptable to, and otherwise approved by, the Administration.

(g) Because this Ordinance is being passed before the details have been finalized for the financing pursuant to which the Administration will issue the Administration’s Bonds (the “Administration Financing”) that will fund the Loan to the Issuer under the Program, the Mayor is hereby authorized to make such changes to the amount and form of the Bonds, including insertions therein or additions or deletions thereto, as may be necessary or appropriate to conform the terms of the Bonds to the terms of the financing to be provided to the Issuer under the Program. Without limiting the foregoing, it is presently contemplated that the Loan will be in an amount not to exceed \$3,800,000.00 in aggregate principal amount hereby authorized, subject to final approval by the Administration; accordingly, the Mayor is specifically authorized: (i) to make changes to the aggregate principal amount of the Bonds in order to reflect the final aggregate principal amount of the Loan, not to exceed \$3,800,000.00 as approved by the Administration and accepted by the Issuer, (ii) with the assistance of the City Administrator and the Comptroller of the Issuer (the “Comptroller”), to determine the amortization term(s) of the Bonds, and (iii) to authorize and approve an interest rate or rates and payment schedule(s) reflecting the principal and interest payments with respect to the Bonds but not to exceed the maximum total interest cost to be borne by the Bonds for the applicable term(s) as set forth in subsection (d) above.

(h) This borrowing is in conformance with and does not exceed any and all applicable debt limitations under the Charter of the Issuer (the “Charter”).

Section 2. Execution and Completion of Documents. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor, and the seal of the Issuer shall be affixed thereto or reproduced thereon and attested by the manual signature of the City Clerk of the Issuer (the “City Clerk”). The Program Documents shall be executed on behalf of the Issuer by the Mayor and/or the City Administrator. In the event any official whose signature appears on any of the Bonds or the Program Documents shall cease to be an official prior to the delivery of the Bonds or the Program Documents, or, in the event any official whose signature appears on any of the Bonds or the Program Documents becomes an official after the date of the issue, the Bonds or the Program Documents shall nevertheless be valid and binding obligations of the Issuer in accordance with their terms. The Mayor is hereby authorized, empowered and directed to complete the applicable forms of the Bonds and to make modifications, deletions, corrections or other changes thereto in any manner which the Mayor, in the Mayor’s discretion, shall deem necessary or appropriate in order to complete the issuance and sale of the Bonds, as will not alter the substance thereof. The Mayor and/or the City Administrator are hereby

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authorized, empowered and directed to complete the applicable forms of the Program Documents and to make modifications, deletions, corrections or other changes thereto in any manner which such official(s), in the discretion of such official(s), shall deem necessary or appropriate in order to complete the execution and delivery of the Program Documents in accordance with the provisions of this Ordinance, as will not alter the substance thereof. The execution and delivery of the Bonds by the Mayor and the execution and delivery of the Program Documents by one or more of the duly authorized officials provided for in this Section 2 shall be conclusive evidence of such official's or officials' approval of the forms and substance thereof. To the extent appropriate, additional officials of the Issuer and counsel to the Issuer may be signatories to the Program Documents with respect to facts, representations, certifications, covenants and agreements within the scope of their respective responsibilities or authority.

Section 3. Registration of Bonds. The City Clerk shall act as registrar for the Bonds and shall maintain registration books for the registration and registration of transfer of the Bonds. No security or bond shall be required of the City Clerk in the performance of the duties of registrar for the Bonds.

The Issuer may deem and treat the person in whose name any Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes.

Section 4. Prepayment. The Bonds are being issued in connection with the Program and will secure payment of the Administration's Bonds, which are being issued by the Administration to provide funds to purchase the Bonds from the Issuer, among other purposes. The Repayment Agreement limits the right of the Issuer to prepay the Bonds in accordance with restrictions upon the right of the Administration to redeem the Administration's Bonds. Accordingly, the Issuer may prepay the Bonds only in accordance with the provisions of the Repayment Agreement and the terms governing prepayments as set forth in the Bonds.

Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, lost or stolen, the Issuer may cause to be executed and delivered a new Bond of like series or subseries, date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Issuer in connection therewith and, in the case of any Bond being destroyed, lost or stolen, upon the owner filing with the Issuer evidence satisfactory to it that such Bond was destroyed, lost or stolen, and furnishing the Issuer with indemnity satisfactory to it. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen: (i) may be typewritten, printed or otherwise reproduced in a manner acceptable to the Administration, and (ii) shall constitute an original contractual obligation on the part of the Issuer under this Ordinance whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be equally and proportionately entitled to

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the benefits of this Ordinance with all other like Bonds, in the manner and to the extent provided herein.

Section 6. Use of Proceeds. The proceeds of the Bonds shall be held and invested by the Administration in its sole discretion and shall be:

(a) Administered and disbursed by the Administration pursuant to the Repayment Agreement. The proceeds of the Bonds shall be used, when and as required, to pay Development Costs (as defined in the Repayment Agreement).

(b) After the Project has been completed and all Development Costs in connection therewith have been paid, any balance of the proceeds of the sale of the Bonds held by the Administration under the Repayment Agreement may be applied to the next maturing principal installment or installments, payment of interest on the Bonds or prepayment of the Bonds, as permitted by the Administration.

Section 7. Covenants. The Issuer covenants with the Administration and for the benefit of the Administration and the owners from time to time of the Bonds that so long as the Bonds or installments of principal thereunder shall remain outstanding and unpaid:

(a) The Issuer will duly and punctually pay, or cause to be paid, to the Administration the principal of the Bonds, premium (if any) and interest accruing thereon, at the dates and places and in the manner mentioned in the Bonds from unlimited ad valorem taxes in the event that available funds are inadequate to make such payment.

(b) The Issuer covenants that so long as any of the Bonds are outstanding and not paid, unless other funds are available for payment of principal of, premium, if any, and interest on the Bonds, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on the Bonds as the same become due and payable; and in the event that the revenues available from the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the Issuer shall levy additional taxes in the succeeding fiscal year to make up such deficiency; and the full faith and credit and the unlimited taxing power of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due.

(c) The Issuer will promptly provide to the Administration (or to any person designated by the Administration) all financial information and operating data concerning the Issuer as may be required by the Administration in its discretion in order for the Administration to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, applicable to the Administration's Bonds.

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Section 8. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract with the purchasers and owners from time to time of the Bonds, and this Ordinance shall not be repealed, modified or altered in any manner materially adverse to the Administration and/or the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds and the Administration.

Section 9. Pledge of Local Government Payments. As contemplated and authorized by Section 4-229(b) of the Act, the Issuer hereby pledges, assigns and grants a lien and a security interest to the Administration, its successors in trust and assigns, in all right, title and interest of the Issuer in and to the Local Government Payments (as defined in the Pledge Agreement), now or hereafter acquired, (i) to secure payment of the principal of, premium, if any, and interest on the Bonds and any other Local Obligations (as defined in the Pledge Agreement) issued and to be issued from time to time by the Issuer under the Program and (ii) to provide for deposits to the capital reserve fund securing the Bonds and/or other reserves required under the Program the amount of the Issuer's portion of any deficiency in such capital reserve fund or such other reserves as the Administration shall require, all as more fully set forth and provided in the Pledge Agreement.

Section 10. Purchase Price of Bonds. The Bonds shall be sold for cash in accordance with the terms and provisions of this Ordinance at par, or if premium or discount is permitted by law, at such premium or discount as is agreed to with the Administration in accordance with the terms and provisions of this Ordinance, and as authorized by Section 4-229(a) of the Act.

Section 11. Sale of Bonds. The Bonds shall be sold to the Administration under the Program at private sale, as authorized by Section 4-229(a) of the Act.

Section 12. Authority to Take Action; Publication and Public Hearing.

(a) The appropriate officials and employees of the Issuer are hereby authorized and directed to do all acts and things required of them by the provisions of this Ordinance, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bonds, the Program Documents and this Ordinance and to do and perform all acts and to execute, seal and deliver all documents or instruments of writing which may be necessary or desirable to carry out the full intent and purpose of this Ordinance and the Program Documents.

(b) As required by the Act, prior to the issuance of the Bonds, the Issuer shall publish in a newspaper of general circulation in the jurisdiction of the Issuer a notice of the proposed issuance of the Bonds, which notice shall include the proposed amount of the issue, the nature of the projects to be financed or refinanced, the time and place of the public hearing, the name of the person(s) and address of the place where written comments may be sent, and the Issuer shall hold a public hearing on the proposed issuance of the Bonds. Such actions may be (or have been) taken prior to or simultaneously with the passage of this Ordinance.

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(c) The Issuer shall comply with any publication and/or posting requirements set forth in its Charter that are determined to be applicable to this Ordinance.

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Section 13. Tax Matters

(a) Any one or more of the Mayor, the City Administrator, the Treasurer of the Issuer (the “Treasurer”) and/or the Comptroller shall be the officers of the Issuer responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller shall also be the officers of the Issuer responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Issuer (the “Section 148 Certificate”) which complies with the requirements of Section 148 (“Section 148”) of the Internal Revenue Code of 1986, as amended (the “Code”), and the applicable regulations thereunder (the “Arbitrage Regulations”), and such official or officials are hereby directed to execute the Section 148 Certificate and to deliver the same to the Administration on the date of the issuance of the Bonds. The Section 148 Certificate may be contained within any of the Program Documents at the discretion of the Administration.

(b) The Issuer shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any monies, securities or other obligations to the credit of any account of the Issuer which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, “Bond Proceeds”). The Issuer covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Issuer’s reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying official’s or officials’ knowledge, true and correct as of that date.

(c) The Issuer covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 and the regulations thereunder that are applicable to the Bonds on the date of issuance of the Bonds and that may subsequently lawfully be made applicable to the Bonds.

(d) The Issuer further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officials, officers, employees and agents of the Issuer are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Issuer’s compliance with, the covenants set forth in this Section.

(e) Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller, on behalf of the Issuer, may make such covenants or agreements in connection with the issuance of Bonds issued hereunder as such official(s) shall deem advisable in order to assure the registered owners of such Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be

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binding on the Issuer so long as the observance by the Issuer of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the Issuer regarding compliance with the provisions of the Code as such identified official(s) shall deem advisable in order to assure the registered owners of such Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including, without limitation, covenants or agreements relating to the investment of the proceeds of such Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds. Such official(s) may also make on behalf of the Issuer any elections, designations or determinations authorized or permitted by the Code or the Arbitrage Regulations.

Section 14. Effective Date; Miscellaneous. (a) Notwithstanding the provisions of Section 82A(b)(3) of the Charter, pursuant to Section 4-232(c) of the Act, this Ordinance shall take effect from the date of its passage by the Mayor and City Council of the Issuer (the “Mayor and City Council”), and it is the intent hereof that the laws of the State of Maryland shall govern its construction and the construction of the Bonds. Any copy of this Ordinance duly certified by the City Clerk or the City Clerk’s successor in office shall constitute evidence of the contents and provisions hereof.

(b) Any reference to an official of the Issuer in this Ordinance shall be deemed to include any such official serving in an “acting” or “interim” capacity (e.g., the Acting City Administrator of the Issuer or the Interim City Clerk of the Issuer). Any reference to an official of the Issuer in this Ordinance shall be deemed to include references to such official if generally known by another title; titles of officials as used in this Ordinance correspond generally to the titles used in the Charter or the City Code of the Issuer (the “City Code”).

(c) In the event the position of any official who is referred to by title in this Ordinance is vacant at the time any action authorized to be taken by such official in accordance with the provisions of this Ordinance shall occur, and no person has been appointed to such position (including in an “acting” or “interim” capacity) and is incumbent in such position, references in this Ordinance to such official shall be deemed to refer to any other appropriate official of the Issuer charged with such responsibilities under the Charter or the City Code or, to the extent not so provided for in the Charter or the City Code, as designated by the Mayor and City Council by motion or other appropriate action. Written evidence of any such designation shall be provided to the Administration. Notwithstanding the foregoing sentence, in the event two or more officials are charged with responsibility for taking any actions in accordance with the provisions of this Ordinance and only one such position is filled at the applicable time, any such action may be taken solely by the remaining official.

(d) References in this Ordinance to the phrases “to finance”, “to pay” or “to fund” or similar phrases shall be deemed to refer to and include “to reimburse” or similar phrases.

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(e) References in this Ordinance to the phrase “including” and similar phrases shall be deemed to refer to and include “including, but not limited to”, “including, without limitation,” or similar phrases.

(f) The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for all purposes.

(g) Pursuant to Section 4-232(b) of the Act, this Ordinance shall be subject to petition to referendum by the qualified voters of the Issuer in accordance with Section 82A(c) of the Charter provided that the petition is filed not later than 20 days after this Ordinance is passed by the Mayor and City Council. The provisions of Section 82A(c) of the Charter allowing for a referendum petition to be filed within 30 days following passage of a bond ordinance shall be disregarded and the provisions of Section 4-232(b) of the Act shall control the period in which any referendum petition must be filed.

(h) To the extent not paid from proceeds of the Bonds, the Issuer shall pay costs of issuance relating to the Bonds from other available sources.

(i) The Mayor’s signature on this Ordinance constitutes and signifies his approval of this Ordinance as required by Section 4-232(a)(1)(ii) of the Act.

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(j) The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated hereby.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

Introduced: _____, 2019

Passed: _____, 2019

Effective: _____, 2019

Exhibit A. – Form of Bond

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[FORM OF BOND]

EXHIBIT A

**United States of America
State of Maryland
Mayor and City Council of Cumberland
Infrastructure Bond, 2019 Series B**

No. R-1

\$_____

Mayor and City Council of Cumberland, a municipal corporation duly organized and existing under the Constitution and laws of the State of Maryland (the “Issuer”), hereby promises to pay to the

Maryland Community Development Administration

or its registered assigns, the principal amount of _____ Dollars (\$_____), plus interest on each unpaid principal installment at rates per annum resulting in the total interest cost (“TIC”) (expressed as a yield) set forth on Exhibit A attached hereto, in lawful money of the United States of America, as follows: (a) interest on the outstanding and unpaid principal of this bond shall be due and payable in semiannual payments commencing on _____, 20__, and continuing on the first day of [October] and [April] in each year thereafter until final maturity; (b) principal of this bond shall be paid commencing on _____ and on [April 1] in each year thereafter until final maturity in the aggregate amount of principal installments as set forth on Exhibit A. Payment of the principal hereof and the interest due hereon shall be made by check mailed to the address of the registered owner of this bond as shown on the registration books maintained by the Issuer, or in such other manner and to such other address as the registered owner of this bond may designate. If any payment of the principal of or interest on this bond shall be due on a day other than a Business Day (defined herein), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. A “Business Day” is any day other than a Saturday, Sunday or legal holiday in the State of Maryland observed as such by the Issuer.

In the event any payment hereon (whether principal, interest or both) is not paid when due and payable, such payment shall continue as an obligation of the Issuer and shall bear interest until paid at the rate or rates of interest borne by this bond.

This bond, designated as “Mayor and City Council of Cumberland Infrastructure Bond, 2019 Series [B]” (this “Bond”), is a general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and

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information technology improvements, equipment and software (including replacement of copiers and firewalls and upgrading a SCADA system), (B) new and/or replacement vehicles (including regular duty vehicles, heavy duty vehicles and a ladder truck) and equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility improvements (including HVAC improvements at City Hall, garage doors at the Public Safety Building, and garage door openers, doors and hardware for the Municipal Service Center), (D) street lighting and street improvements (including replacement of a traffic cabinet), and/or (E) parking garage gate and payment collection system improvements, (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or (iii) paying issuance and other costs related to this Bond. Unless paid from other sources, the Issuer covenants that so long as any portion of this Bond is outstanding and not paid, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on this Bond as the same become due and payable.

This Bond is issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, Sections 81 and 82A of the Charter of the Issuer, and Ordinance No. _____ of the Issuer passed by the Mayor and City Council of the Issuer on _____, 2019 and effective on _____, 2019 (the "Ordinance"). The full faith and credit of the Issuer are hereby irrevocably pledged to the payment of the principal of this Bond and the interest to accrue hereon.

This Bond is issued in connection with the Local Government Infrastructure Financing Program of the Community Development Administration, a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland (the "Administration"). This Bond is subject to the terms and conditions of the Repayment Agreement dated as of _____, 2019, between the Issuer and the Administration (the "Repayment Agreement").

This Bond is not subject to prepayment by the Issuer prior to [April] 1, 20____. On or after _____, this Bond is subject to prepayment by the Issuer at the prepayment prices, expressed as a percentage of the principal amount to be prepaid, plus accrued interest, if any, to the prepayment date, on the principal amount thereof, and during the periods (both dates inclusive) listed below:

| Period | Price |
|--------------------------|-------|
| _____ through _____ | % |
| _____ through _____ | |
| _____ through thereafter | |

Underlining = Indicates material added by amendment after introduction

~~Strike through~~ = Indicates material deleted by amendment after introduction

Notice of prepayment shall be given, the date of prepayment determined, and all prepayments of this Bond shall be applied in accordance with the provisions of the Repayment Agreement.

The Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond shall be overdue, for the purpose of receiving payment thereof and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

This Bond is assignable and upon such assignment the assignor shall promptly notify the Issuer by certified mail, and the assignee shall surrender this Bond to the Issuer for transfer on the registration records and verification of the portion of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take this Bond subject to such condition. In connection with any transfer of this Bond, the Issuer may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer and any reasonable fees or expenses of the Issuer incurred in connection with such transfer.

Principal of this Bond is paid in annual installments and this Bond is subject to partial redemption without any notation of such payment being made on this Bond or the surrender of this Bond for cancellation and the issuance of a new Bond or Bonds in the amount of the unpaid principal hereof. Accordingly, the outstanding principal of this Bond may be less than the stated face amount hereof and any purchaser or transferee of this Bond should contact the Issuer and the prior owner of this Bond to ascertain the outstanding face amount hereof.

As declared by Section 4-231(c) of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, this Bond shall have and possess all the attributes of negotiable instruments as provided in Section 19-224 of the Local Government Article of the Annotated Code of Maryland, as amended. This Bond is issued with the intent that the laws of the State of Maryland shall govern its construction.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based hereon or on the Ordinance against any elected or appointed official or employee, past, present or future of the Issuer or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the owner of the delivery of this Bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this Bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Charter of the Issuer and the proceedings of the Issuer.

Underlining = Indicates material added by amendment after introduction

~~Strike through~~ = Indicates material deleted by amendment after introduction

IN WITNESS WHEREOF, Mayor and City Council of Cumberland has caused this Bond to be signed in its name by the manual or facsimile signature of its Mayor and its corporate seal to be affixed hereto and attested by the manual signature of the City Clerk, as of _____, 2019.

(SEAL)

ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

City Clerk

By: _____
Mayor

Underlining = Indicates material added by amendment after introduction
~~Strike through~~ = Indicates material deleted by amendment after introduction

BOND PAYMENT SCHEDULE

[Use the following paragraph (with necessary modifications) to clarify the amount to be paid under the schedule prepared by the Financial Advisor.]

[Repayment Schedule to be Inserted.]

Each installment of Principal and Interest or Interest alone shall be the aggregate of amounts set forth in this Exhibit A for the date of such payment as shown under the heading designated "Total."

Underlining = Indicates material added by amendment after introduction

~~Strike through~~ = Indicates material deleted by amendment after introduction

Item Attachment Documents:

Order No. 26,488 - authorizing a Special Taxing District tax exemption for 15 South Liberty Street in the amount of \$520.30 for the 2018-2019 tax years.

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

ORDER NO. 26,488

DATE: August 13, 2019

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

THAT, the following Residential Exemption from the Special Taxing District Levy for the 2018-2019 tax years be and is hereby granted:

| Property / Owner | Tax Year / Account No. | Exemption Amt. |
|----------------------------------|--------------------------------|----------------|
| 15 S. Liberty St. – Nancy Lepley | 2018-2019 Tax No. 04-049381-4P | \$520.30 |

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to the provisions of Section 235 of the City Charter.

Raymond M. Morriss, Mayor

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2015 - 2016

I Nancy Lepley request an exemption from the Special Taxing District Levy for property owned by me at:

15 S Liberty St
04 049381

My request is based upon the fact that this property is used for:

Industrial _____

Residential 100%

If only part of the property is used for an exempt purpose, designate the percentage so used:

Industrial % _____

Residential % _____

Abate $114100 = 520.30$

Signed Nancy Lepley

Date 7-31-18

Item Attachment Documents:

Order No. 26,489 - adopting a revised Employee Handbook for Full-Time Non-Union
Employees

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

ORDER NO. 26,489

DATE: August 13, 2019

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

THAT, Order No. 26,107, dated March 21, 2017, adopting a revised “Handbook for Full-Time Non-Union Employees” be and is hereby rescinded; and

BE IT FURTHER ORDERED, that the attached “Handbook for Full-Time Non-Union Employees” be and is hereby adopted.

Raymond M. Morriss, Mayor

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

ORDER NO. 26,489

DATE: August 6, 2019

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

THAT, Order No. 26,107, dated March 21, 2017, adopting a revised “Handbook for Full-Time Non-Union Employees” be and is hereby rescinded; and

BE IT FURTHER ORDERED, that the attached “Handbook for Full-Time Non-Union Employees” be and is hereby adopted.

Raymond M. Morriss, Mayor

Item Attachment Documents:

Order No. 26,490 - appointing Robert Godfrey to the Board of Commissioners for the Housing Authority for the City of Cumberland for a five year term, effective November 1, 2019 through October 31, 2024

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

ORDER NO. 26,490

DATE: August 13, 2019

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

THAT, Robert Godfrey be and is hereby appointed to the Board of the Housing Authority of the City of Cumberland for a five (5) year term to be effective November 1, 2019 through October 31, 2024.

Raymond M. Morriss, Mayor



The Cumberland Housing Group

Cumberland Housing Alliance, Inc.
Housing Authority of the City of Cumberland
Cumberland Neighborhood Housing Services, Inc.

July 17, 2019

Jeff Rhodes, Administrator
City of Cumberland
P.O. Box 1702
57 North Liberty Street
Cumberland, Maryland 21502

Dear Mr. Rhodes;

The current term of office for Board Commissioner Robert Godfrey for the Housing Authority of the City of Cumberland will be expiring on October 31, 2019. According to Maryland State Law and HUD guidelines, housing authority commissioners are to be appointed by the chief officer of the jurisdiction upon recommendation from the Housing Authority Board of Commissioners.

Mr. Godfrey is employed the Friends Aware Agency as the Executive Director. He is a resident of Cumberland and active in many organizations and His specialized work with disabled individuals is an area of expertise which the Board has found to be very helpful. Mr. Godfrey has been an extremely active member of our Board of Commissioners since his initial appointment on September 5, 2017 when he was appointed to fill the remaining term of Fred Cook. Robert has attended twelve of the thirteen meetings conducted since his appointment. Robert was appointed to our Cumberland Housing Alliance Board of Directors and now serves as the Vice Chair.

Mr. Godfrey is greatly familiar with our operations, staff, and the projects we currently have in various stages. At its meeting on July 17, 2019, The Board of Commissioners for the Housing Authority voted unanimously to request the City of Cumberland to reappoint Mr. Robert Godfrey to a new five-year term on the Board of Commissioners effective November 1, 2019 and expiring in October 31, 2024. Should you have any questions concerning this request, please do not hesitate to contact me at (301) 724-6606, extension 111.

Sincerely,

Steven J. Kesner

Steven J. Kesner, President/CEO
Board Secretary



635 East First Street, Cumberland, MD 21502-4362
Office 301-724-6606 Fax 301-724-8731

www.CumberlandHousing.org

 Cumberland Housing



Item Attachment Documents:

Order No. 26,491 - authorizing the abatement of taxes and utilities owed on City-owned property at 607 Maryland Ave.

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

ORDER NO. 26,491

DATE: August 13, 2019

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

THAT, the taxes and utilities for City-owned property at 607 Maryland Avenue be
and are hereby abated.

Raymond M. Morriss, Mayor

Item Attachment Documents:

Order No. 26,492 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Robert L. and Shiela S. Metz, pertaining to 13 Pennsylvania Avenue has been fully paid and satisfied

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

ORDER NO. 26,492

DATE: August 13, 2019

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

THAT the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Robert L and Shiela S. Metz, pertaining to 13 Pennsylvania Avenue and dated April 14, 2009 (Allegany County Land Records Book 1577, Page 446), has been fully paid and satisfied and the lien of the Deed of Trust is hereby released.

Raymond M. Morriss, Mayor

DEED OF TRUST

THIS DEED OF TRUST, is made this 14th day of April, 2009, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter, referred to as "Lender"), and ROBERT L. METZ and SHIELA S. METZ (hereinafter, collectively referred to as the "Borrower") and MICHAEL SCOTT COHEN ("Trustee").

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Lender in the principal sum of Seven Thousand Three Hundred Sixty-Five Dollars (\$7,365.00) for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

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

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

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

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

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

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

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

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

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

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

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

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

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

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

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

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

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

4. **Borrower Covenants.** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having

jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

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

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

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

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

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

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

11. **Hazardous Materials: Contamination**

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary funds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Property as a result thereof; and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all claims, costs, and expenses, which may now or in the future

(whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on, in or under the Property or any hazardous materials contamination.

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

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

EVENTS OF DEFAULT; REMEDIES OF LENDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS PROVISIONS

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

17. **No Waiver.** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any pan thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the

covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

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

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

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

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

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

23. **Notices.** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, to Borrower at 13 Pennsylvania Avenue, Cumberland, MD 21502.

24. **Partial Invalidity.** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay

or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

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

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

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

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

WITNESS:

Kathy McKenney

Robert L. Metz (SEAL)

Robert L. Metz

Sheila S. Metz (SEAL)

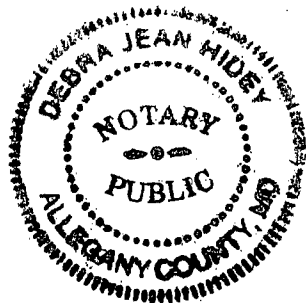
Sheila S. Metz

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of April, 2009, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Robert L. Metz and Sheila S. Metz**, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, **Kathy McKenney**, the Historic Planner/Preservation Coordinator of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit. Kathy McKenney further made oath in due form of law that, pursuant to Section 3-104 of the Real Property Article of the Maryland Annotated Code, that the party secured by this deed of trust (which made and originated this loan) is exempt from the licensing requirements of Title 11, Subtitles 5 and 6 of the Financial Institutions Article because it is a municipal corporation and is therefore exempt under Section 11-502(b)(3) and 11-604.

Witness my hand and notarial seal.

Debra Jean Hidey
Notary Public



My Commission Expires: 6/25/2011

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

Michael Scott Cohen
Michael Scott Cohen

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

| | |
|------------------|------------|
| IMP. FD. SURE \$ | 20.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 40.00 |
| Res# AL01 | Rec# 73870 |
| DL HLH | Blk # 1056 |
| Apr 16, 2009 | 03:00 PM |

EXHIBIT A

ALL that lot or parcel of ground situated on the West side of Pennsylvania Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 33 in Highland Addition to Cumberland, and particularly described as follows: to-wit:

BEGINNING for the same at the end of the first line of Lot No. 32 in said Addition, and running thence with the East side of a 12 foot alley, North 14 degrees 2 minutes East 50 feet, then South 75 degrees 58 minutes East 103 feet to the West side of Pennsylvania Avenue, then with said Avenue, South 14 degrees 2 minutes West 50 feet, and then North 75 degrees 58 minutes West 103 feet with the second line of said Lot No. 32, reversed to the beginning.

IT BEING the same property described in the deed from P. Terrence Burke, Jean B. Burke, his wife, and Mary C. Burke to Robert L. Metz and Sheila S. Metz, his wife, dated June 24, 1986 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 557, folio 204.

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

Space Reserved for Circuit Court Clerk Recording Validation

| | | | | | | | | | | | | |
|-----------------|--|--|---|--|---|--|---|------------------|----------------|--|-----------------|--|
| 1 | Type(s) of Instruments | <input type="checkbox"/> (Check Box if addendum Intake Form is Attached) | | | | | | | | | | |
| | | <input checked="" type="checkbox"/> Deed of Trust | <input type="checkbox"/> Mortgage Lease | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | | | | | | | |
| 2 | Conveyance Type Check Box | <input type="checkbox"/> Improved Sale Arms-Length [1] | <input type="checkbox"/> Unimproved Sale Arms-Length [2] | <input type="checkbox"/> Multiple Accounts Arms-Length [3] | <input type="checkbox"/> Not an Arms-Length Sale [9] | | | | | | | |
| 3 | Tax Exemptions (if applicable) Cite or Explain Authority | <table><tr><td>Recordation</td><td></td></tr><tr><td>State Transfer</td><td></td></tr><tr><td>County Transfer</td><td></td></tr></table> | | | | | Recordation | | State Transfer | | County Transfer | |
| Recordation | | | | | | | | | | | | |
| State Transfer | | | | | | | | | | | | |
| County Transfer | | | | | | | | | | | | |
| 4 | Consideration and Tax Calculations | Consideration Amount | | | Finance Office Use Only Transfer and Recordation Tax Consideration | | | | | | | |
| | | Purchase Price/Consideration | \$ | | Transfer Tax Consideration | \$ | | | | | | |
| | | Any New Mortgage | \$ 7,365.00 | | X () % = | \$ | | | | | | |
| | | Balance of Existing Mortgage | \$ | | Less Exemption Amount = | \$ | | | | | | |
| | | Other: | \$ | | Total Transfer Tax = | \$ | | | | | | |
| | | Other: | \$ | | Recordation Tax Consideration = | \$ | | | | | | |
| | | Full Cash Value: | \$ | | X () per \$500 = | \$ | | | | | | |
| 5 | Fees | Amount of Fees | | Doc. 1 | Doc. 2 | Agent | | | | | | |
| | | Recording Charge | \$ 20.00 | \$ | | Tax Bill | | | | | | |
| | | Surcharge | \$ 20.00 | \$ | | | | | | | | |
| | | State Recordation Tax | \$ | \$ | | C.B. Credit | | | | | | |
| | | State Transfer Tax | \$ | \$ | | | | | | | | |
| | | County Transfer Tax | \$ | \$ | | Ag. Tax/Other | | | | | | |
| | | Other | \$ | \$ | | | | | | | | |
| 6 | Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). | District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOG | | | | | |
| | | | | 557/204 | | | | (S) | | | | |
| | | Subdivision Name | | Lot (3a) | Block (3b) | Sect./AR (3c) | Plat Ref. | SqFt/Acreage (4) | | | | |
| | | Location/Address of Property Being Conveyed (2) | | | | | | | | | | |
| | | 13 Pennsylvania Avenue, Cumberland, MD 21502 | | | | | | | | | | |
| | | Other Property Identifiers (if applicable) | | | | | Water Meter Account No. | | | | | |
| | | | | | | | | | | | | |
| | | Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> | Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> | Amount: | | | | | | | | |
| | | Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No | Description/Amt. of SqFt/Acreage Transferred: | | | | | | | | | |
| | | If Partial Conveyance, List Improvements Conveyed: | | | | | | | | | | |
| 7 | Transferred From | Doc. 1 – Grantor(s) Name(s) | | | Doc. 2 – Grantor(s) Name(s) | | | | | | | |
| | | Robert L. Metz & Sheila S. Metz | | | | | | | | | | |
| | | Doc. 1 – Owner(s) of Record, if Different from Grantor(s) | | | Doc. 2 – Owner(s) of Record, if Different from Grantor(s) | | | | | | | |
| 8 | Transferred To | Doc. 1 – Grantee(s) Name(s) | | | Doc. 2 – Grantee(s) Name(s) | | | | | | | |
| | | Mayor and City Council of Cumberland | | | | | | | | | | |
| | | New Owner's (Grantee) Mailing Address | | | | | | | | | | |
| 9 | Other Names to Be Indexed | Doc. 1 – Additional Names to be Indexed (Optional) | | | Doc. 2 – Additional Names to be Indexed (Optional) | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| 10 | Contact/Mail Information | Instrument Submitted By or Contact Person | | | | <input checked="" type="checkbox"/> Return to Contact Person | | | | | | |
| | | Name: Michael Scott Cohen | | | | <input type="checkbox"/> Hold for Pickup | | | | | | |
| | | Firm: Michael Scott Cohen, LLC | | | | <input type="checkbox"/> Return Address Provided | | | | | | |
| | | Address: 213 Washington Street, Cumberland, MD 21502 | | | | | | | | | | |
| | | Phone: (301) 724-5200 | | | | | | | | | | |
| 11 | IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER | | | | | | | | | | | |
| | Assessment Information | Yes <input type="checkbox"/> No <input type="checkbox"/> | Will the property being conveyed be the grantee's principal residence? | | | | | | | | | |
| | | Yes <input type="checkbox"/> No <input type="checkbox"/> | Does transfer include personal property? If yes, identify: _____ | | | | | | | | | |
| | | Yes <input type="checkbox"/> No <input type="checkbox"/> | Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). | | | | | | | | | |
| | Assessment Use Only – Do Not Write Below This Line | | | | | | | | | | | |
| | <input type="checkbox"/> Terminal Verification | | <input type="checkbox"/> Agricultural Verification | | <input type="checkbox"/> Whole <input type="checkbox"/> Part | | <input type="checkbox"/> Tran. Process Verification | | | | | |
| | Transfer Number | | Date Received | | Deed Reference | | Assigned Property No. | | | | | |
| | Year | 20 | 20 | GEO. | Map | Sub | Block | | | | | |
| | Land | | | Zoning | Grid | Plat | Lot | | | | | |
| | Buildings | | | Use | Parcel | Section | Occ. Cd. | | | | | |
| | Total | | | Town Cd. | Ex. St. | Ex. Cd. | | | | | | |
| | REMARKS: | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Space Reserved for County Validation

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Robert L. Metz and Shiela S. Metz unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated April 14, 2009 and recorded among the Land Records of Allegany County, Maryland in Book 1577, Page 446 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of July, 2019.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By:_____
Raymond M. Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this ____ day of July, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond M. Morriss, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

NOTARY PUBLIC

My Commission Expires:_____

Item Attachment Documents:

Order No. 26,493- authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Dollie Catherine Derlan, pertaining to 304 Virginia Avenue has been fully paid and satisfied

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

ORDER NO. 26,493

DATE: August 13, 2019

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

THAT the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Dollie Catherine Derlan, pertaining to 304 Virginia Avenue and dated April 14, 2009 (Allegany County Land Records Book 1577, Page 427), has been fully paid and satisfied and the lien of the Deed of Trust is hereby released.

Raymond M. Morriss, Mayor

THIS DEED OF TRUST, is made this 14th day of April, 2009, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter, referred to as "Lender"), and DOLLIE CATHERINE DERLAN (hereinafter, collectively referred to as the "Borrower") and Michael Scott Cohen ("Trustee").

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Lender in the principal sum of Seven Thousand Eight Hundred Thirty-Five Dollars (\$7,835.00) for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

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

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

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

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

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

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

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

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

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

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

IN TRUST to secure to the Lender and to the Trustee for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be

limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustee or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustee, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"): (a) The Note.

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

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

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

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

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

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

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

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

6. **Cross-Default.** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit

accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this Deed of Trust.

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

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

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

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

11. **Hazardous Materials: Contamination**

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary funds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Property as a result thereof; and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all claims, costs, and expenses, which may now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on, in or under the Property or any hazardous materials contamination.

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

12. **Advances by Lender.** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be

under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

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

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

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

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

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

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

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

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

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

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

14. **Application of Proceeds.** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other

sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

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

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

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

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

MISCELLANEOUS PROVISIONS

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

17. **No Waiver.** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any part thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

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

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

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

21. **Removal of Trustee.** The irrevocable power is hereby expressly granted to remove the Trustee and to appoint a successor or successors or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and

thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, in the event the trust is placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustee may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

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

23. **Notices.** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, to Borrower at 304 Virginia Avenue, Cumberland, MD 21502.

24. **Partial Invalidity.** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

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

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

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

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

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

WITNESS:

Kathy M. McKenney

Catherine
Dollie Derlan (SEAL)
Dollie Catherine Derlan

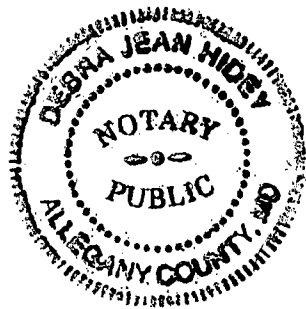
STATE OF MARYLAND

COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of April, 2009, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Dollie Catherine Derlan**, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, **Kathy McKenney**, the Historic Planner/Preservation Coordinator of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit. Kathy McKenney further made oath in due form of law that, pursuant to Section 3-104 of the Real Property Article of the Maryland Annotated Code, that the party secured by this deed of trust (which made and originated this loan) is exempt from the licensing requirements of Title 11, Subtitles 5 and 6 of the Financial Institutions Article because it is a municipal corporation and is therefore exempt under Section 11-502(b)(3) and 11-604.

Witness my hand and notarial seal.

Debra Jean Hickey
Notary Public



My Commission Expires: 6/25/2011

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

Michael Scott Cohen
Michael Scott Cohen

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

ALL that lot or parcel of land lying and being in the city of Cumberland, Allegany County, Maryland, and known as Lot No.21 in the division of the Cumberland Improvement and Investment Company's Property as purchased from Robert L. Couter, et al, formerly known as the "Fair Grounds" Property, and afterwards known as Couterville, said Lot No. 21 being described as follows:

BEGINNING ON THE East side of Virginia Avenue at the end of the first line of Lot No. 20 and running thence with Virginia Avenue Lane, South 33 degrees 34 minutes West 36 feet; thence parallel with Third Street, South 71 degrees 26 minutes East 145-8/12 feet to the West side of Flora Alley, then with said Alley, North 18 degrees 34 minutes East 34-9/12 feet to the end of the second line of Lot No. 20, and thence reversing said line North 71 degrees 26 minutes West 136-1/3 feet to the beginning.

IT BEING the same property described in the deed from Joan C. Smith and William D. Smith, Jr., Personal Representatives of the Estate of Marlin B. Smith, to William David Derlan, Sr. and Dollie Catherine Derlan, his wife, dated March 10, 1977 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 490, folio 795. The said William David Derlan, Sr. departed this life on or about July 13, 2002, thereby vesting legal title to the property in Dollie Catherine Derlan by operation of law.

| | |
|------------------|--------------|
| INF. FD. SURE \$ | 20.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 40.00 |
| Rest AL01 | Rcpt # 79068 |
| DL HLH | Blk # 1052 |
| Apr 16, 2003 | 02:50 PM |

State of Maryland Land Instrument Intake Sheet

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

Space Reserved for Circuit Court Clerk Recording Validation

| | | | | | | | | |
|----|--|--|---|---|--|---------------|--|------------------|
| 1 | Type(s) of Instruments | <input type="checkbox"/> (Check Box if addendum Intake Form is Attached) | | | | | | |
| | | <input checked="" type="checkbox"/> Deed Deed of Trust | <input type="checkbox"/> Mortgage Lease | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | | | |
| 2 | Conveyance Type Check Box | <input type="checkbox"/> Improved Sale Arms-Length [1] | <input type="checkbox"/> Unimproved Sale Arms-Length [2] | <input type="checkbox"/> Multiple Accounts Arms-Length [3] | <input type="checkbox"/> Not an Arms- Length Sale [9] | | | |
| 3 | Tax Exemptions (if applicable) Cite or Explain Authority | Recordation State Transfer County Transfer | | | | | | |
| 4 | Consideration and Tax Calculations | Consideration Amount | | | Finance Office Use Only Transfer and Recordation Tax Consideration | | | |
| | | Purchase Price/Consideration | \$ | | Transfer Tax Consideration | \$ | | |
| | | Any New Mortgage | \$ 7,835.00 | | X () % = | \$ | | |
| | | Balance of Existing Mortgage | \$ | | Less Exemption Amount | \$ | | |
| | | Other: | \$ | | Total Transfer Tax | \$ | | |
| | | Other: | \$ | | Recordation Tax Consideration | \$ | | |
| | | Full Cash Value: | \$ | | X () per \$500 = | \$ | | |
| 5 | Fees | Amount of Fees | | Doc. 1 | Doc. 2 | Agent | | |
| | | Recording Charge | \$ 20.00 | \$ | | | | |
| | | Surcharge | \$ 20.00 | \$ | | Tax Bill | | |
| | | State Recordation Tax | \$ | \$ | | | | |
| | | State Transfer Tax | \$ | \$ | | C.B. Credit | | |
| | | County Transfer Tax | \$ | \$ | | | | |
| | | Other | \$ | \$ | | Ag. Tax/Other | | |
| | | Other | \$ | \$ | | | | |
| 6 | Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). | District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOG | |
| | | | | 490/795 | | | | (5) |
| | | Subdivision Name | | Lot (3a) | Block (3b) | Sect/AR (3c) | Plat Ref. | SqFt/Acreage (4) |
| | | Location/Address of Property Being Conveyed (2) | | | | | | |
| | | 304 Virginia Avenue, Cumberland, MD 21502 | | | | | | |
| | | Other Property Identifiers (if applicable) | | | | | Water Meter Account No. | |
| | | | | | | | | |
| | | Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> | Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> | Amount: | | | | |
| | | Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No | Description/Amt. of SqFt/Acreage Transferred: | | | | | |
| | | If Partial Conveyance, List Improvements Conveyed: | | | | | | |
| 7 | Transferred From | Doc. 1 – Grantor(s) Name(s) | | | Doc. 2 – Grantor(s) Name(s) | | | |
| | | Dollie Catherine Derlan | | | | | | |
| | | | | | | | | |
| | | Doc. 1 – Owner(s) of Record, if Different from Grantor(s) | | | Doc. 2 – Owner(s) of Record, if Different from Grantor(s) | | | |
| 8 | Transferred To | Doc. 1 – Grantee(s) Name(s) | | | Doc. 2 – Grantee(s) Name(s) | | | |
| | | Mayor and City Council of Cumberland | | | | | | |
| | | | | | | | | |
| | New Owner's (Grantee) Mailing Address | | | | | | | |
| 9 | Other Names to Be Indexed | Doc. 1 – Additional Names to be Indexed (Optional) | | | Doc. 2 – Additional Names to be Indexed (Optional) | | | |
| | | | | | | | | |
| | | | | | | | | |
| 10 | Contact/Mail Information | Instrument Submitted By or Contact Person | | | | | <input checked="" type="checkbox"/> Return to Contact Person | |
| | | Name: Michael Scott Cohen | | | | | <input type="checkbox"/> Hold for Pickup | |
| | | Firm: Michael Scott Cohen, LLC | | | | | <input type="checkbox"/> Return Address Provided | |
| | | Address: 213 Washington Street, Cumberland, MD 21502 | | | | | | |
| | | Phone: (301) 724-5200 | | | | | | |
| | | IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER | | | | | | |
| | | Assessment Information | <input type="checkbox"/> Yes <input type="checkbox"/> No | Will the property being conveyed be the grantee's principal residence? | | | | |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | Does transfer include personal property? If yes, identify: | | | | |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). | | | | |
| | | Assessment Use Only – Do Not Write Below This Line | | | | | | |
| | <input type="checkbox"/> Terminal Verification | | <input type="checkbox"/> Agricultural Verification | | <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification | | | |
| | Transfer Number | | Date Received | | Deed Reference | | | |
| | Year | 20 | 20 | Geo. | Map | Sub | | |
| | Land | | | Zoning | Grid | Plat | | |
| | Buildings | | | Use | Parcel | Section | | |
| | Total | | | Town Cd. | Ex. St. | Ex. Cd. | | |
| | REMARKS: | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Space Reserved for County Validation

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Dollie Catherine Derlan unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated April 14, 2009 and recorded among the Land Records of Allegany County, Maryland in Book 1577, Page 427 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of July, 2019.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By:_____
Raymond M. Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this ____ day of July, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond M. Morriss, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

NOTARY PUBLIC

My Commission Expires:_____

Item Attachment Documents:

Order No. 26,494 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Gregory and Shawnee L. McElfish pertaining to 114-116 Oak Street has been fully paid and satisfied

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

ORDER NO. 26,494

DATE: August 13, 2019

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

THAT the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Gregory and Shawnee L. McElfish, pertaining to 114-116 Oak Street and dated April 14, 2009 (Allegany County Land Records Book 1577, Page 436), has been fully paid and satisfied and the lien of the Deed of Trust is hereby released.

Raymond M. Morriss, Mayor

DEED OF TRUST

THIS DEED OF TRUST, is made this 14th day of April, 2009, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter, referred to as "Lender"), and GREGORY MCELFISH and SHAWNEE L. MCELFISH (hereinafter, collectively referred to as the "Borrower") and MICHAEL SCOTT COHEN ("Trustee").

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Lender in the principal sum of Seven Thousand Eight Hundred (\$7,800.00) for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

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

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

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

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

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

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

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

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

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

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

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

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

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

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

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

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

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

4. **Borrower Covenants.** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances,

rules, regulations, requirements and orders of every duly constituted governmental authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

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

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

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

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

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

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

11. **Hazardous Materials: Contamination**

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary funds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and

discharging any lien which may be established on the Property as a result thereof; and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all claims, costs, and expenses, which may now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on, in or under the Property or any hazardous materials contamination.

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

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

EVENTS OF DEFAULT; REMEDIES OF LENDER

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

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

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

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

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

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

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

Upon the occurrence of an Event of Default, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by

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

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

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

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

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

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

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

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

MISCELLANEOUS PROVISIONS

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

17. **No Waiver.** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any pan thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the

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

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

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

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

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

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

23. **Notices.** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, to Borrower at 114-116 Oak Street, Cumberland, MD 21502.

24. **Partial Invalidity.** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

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

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

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

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

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

WITNESS:

Kathy M. McKenney
Kathy M. McKenney

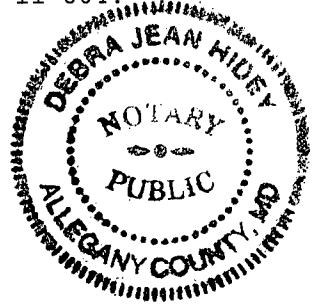
Gregory McElfish (SEAL)
Shawnee L. McElfish (SEAL)

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of April, 2009, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Gregory McElfish and Shawnee L. McElfish**, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, **Kathy McKenney**, the Historic Planner/Preservation Coordinator of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit. Kathy McKenney further made oath in due form of law that, pursuant to Section 3-104 of the Real Property Article of the Maryland Annotated Code, that the party secured by this deed of trust (which made and originated this loan) is exempt from the licensing requirements of Title 11, Subtitles 5 and 6 of the Financial Institutions Article because it is a municipal corporation and is therefore exempt under Section 11-502(b)(3) and 11-604.

Witness my hand and notarial seal.

Debra Jean Hiley
Notary Public



My Commission Expires: 6/25/2011

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

Michael Scott Cohen
Michael Scott Cohen

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

| | |
|----------------|--------------|
| INF FD SURE \$ | 20.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 40.00 |
| Rest ALB1 | Rest # 79669 |
| DL HLH | BLK # 1054 |
| Apr 16, 2009 | 02:59 PM |

EXHIBIT A**PARCEL ONE:**

ALL that lot or parcel of ground situate on the Easterly side of Oak Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same on the Easterly side of Oak Street at a point distant 162 feet 3 inches measured in a Southerly direction from the intersection of the Southerly side of First Street with the Easterly side of Oak Street; and running thence with the Easterly side of Oak Street, South 19 degrees 18 minutes West 17 4/5 feet to a point opposite the center line of partition wall of the double brick house standing on the lot hereby conveyed and the adjoining lot; thence with the center line of said brick wall and its prolongation, South 70 degrees 42 minutes East 100 feet; thence North 19 degrees 18 minutes East 17 4/5 feet; thence North 70 degrees 42 minutes West 100 feet to the place of the beginning.

PARCEL TWO:

ALL that lot or parcel of ground situate Easterly and to the rear of Oak Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows: to wit:

BEGINNING for the same at a point distant South 70 degrees 42 minutes East 100 feet from the easterly side of Oak Street, said point of beginning being also at the end of the second line of the lot conveyed by Harry L. Smith, et ux, to William Andrew Allen, et ux, by deed dated September 9, 1905, and recorded in Liber No. 98, Folio 15, one of the Land Records of Allegany County, Maryland; and running thence South 70 degrees 42 minutes East 50 feet; thence North 19 degrees 18 minutes East 76 feet; thence North 70 degrees 42 minutes West 50 feet to the end of the third line of lot conveyed by Harry L. Smith, et ux, to William Lashley by deed dated April 1, 1913, and recorded in Liber No. 112, Folio 141, one of the Land Records of Allegany County, Maryland; and running thence with said third line reversed and the same extended, South 19 degrees 18 minutes West 76 feet to the place of beginning.

PARCEL THREE:

ALL that lot or parcel of ground situated on the Easterly side of Oak Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows to wit:

BEGINNING for the same on the East side of Oak Street at the end of the first line of a lot conveyed by William A. Allen, et ux, to Mary C. Lake by deed dated October 5, 1915 and recorded in Liber No. 117, Folio 351, one of the Land Records of Allegany County, said point of beginning being opposite the center line of the partition wall of the double brick house standing on the lot hereby conveyed and the adjoining lot, and running thence with the easterly side of Oak Street South 19 degrees and 18 minutes West 17 1/5 feet, then parallel with First Street, South 70 degrees and 42 minutes East 100 feet; then parallel with Oak Street, North 19 degrees and 18 minutes East 17 1/5 feet to the end of the second line of the lot above referred to, then with said second line reversed, North 70 degrees and 42 minutes West 100 feet to the place of beginning.

IT BEING the same property described in the deed from Kathy J. Lagratta to Gregory McElfish and Shawnee L. McElfish dated December 11, 2006 and recorded among the Land Records of Allegany County, Maryland in Book 1340, Page 90.

State of Maryland Land Instrument Intake Sheet

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

Space Reserved for Circuit Court Clerk Recording Validation

| | | | | | | | | |
|--|--|--|--|---|---|---|--|-------------------------|
| 1 | Type(s) of Instruments | (Check Box if addendum Intake Form is Attached) | | | | | | |
| | | <input checked="" type="checkbox"/> Deed of Trust | <input type="checkbox"/> Mortgage Lease | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | | | |
| 2 | Conveyance Type Check Box | <input type="checkbox"/> Improved Sale Arms-Length [1] | <input type="checkbox"/> Unimproved Sale Arms-Length [2] | <input type="checkbox"/> Multiple Accounts Arms-Length [3] | <input type="checkbox"/> Not an Arms-Length Sale [9] | | | |
| 3 | Tax Exemptions (if applicable) Cite or Explain Authority | <input checked="" type="checkbox"/> Recordation | | | | | | |
| | | <input checked="" type="checkbox"/> State Transfer | | | | | | |
| | | <input type="checkbox"/> County Transfer | | | | | | |
| 4 | Consideration and Tax Calculations | Consideration Amount | | Finance Office Use Only Transfer and Recordation Tax Consideration | | | | |
| | | Purchase Price/Consideration | \$ | Transfer Tax Consideration | \$ | | | |
| | | Any New Mortgage | \$ 7,800.00 | X () % = | \$ | | | |
| | | Balance of Existing Mortgage | \$ | Less Exemption Amount | \$ | | | |
| | | Other: | \$ | Total Transfer Tax | \$ | | | |
| | | Other: | \$ | Recordation Tax Consideration | \$ | | | |
| | | Full Cash Value: | \$ | X () per \$500 = | \$ | | | |
| | | TOTAL DUE | | \$ | | | | |
| 5 | Fees | Amount of Fees | Doc. 1 | Doc. 2 | Agent: | | | |
| | | Recording Charge | \$ 20.00 | \$ | Tax Bill: | | | |
| | | Surcharge | \$ 20.00 | \$ | C.B. Credit: | | | |
| | | State Recordation Tax | \$ | \$ | Ag. Tax/Other: | | | |
| | | State Transfer Tax | \$ | \$ | | | | |
| | | County Transfer Tax | \$ | \$ | | | | |
| | | Other | \$ | \$ | | | | |
| | | Other | \$ | \$ | | | | |
| 6 | Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). | District | Property Tax ID No. (1) | Grantor/Liber/Folio | Map | Parcel No. | Var. LOG | |
| | | 04 | 025512 | 1340/90 | | | | (5) |
| | | Subdivision Name | | Lot (3a) | Block (3b) | Sect/AR (3c) | Plat Ref. | SqFt/Acreage (4) |
| | | | | | | | | |
| | | Location/Address of Property Being Conveyed (2) | | | | | | |
| | | 114-116 Oak Street, Cumberland, MD 21502 | | | | | | |
| | | Other Property Identifiers (if applicable) | | | | | | Water Meter Account No. |
| | | | | | | | | |
| | | Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> | | Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> | | Amount: | | |
| | | Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No | | Description/Amt. of SqFt/Acreage Transferred: | | | | |
| If Partial Conveyance, List Improvements Conveyed: | | | | | | | | |
| 7 | Transferred From | Doc. 1 – Grantor(s) Name(s) | | | Doc. 2 – Grantor(s) Name(s) | | | |
| | | Gregory McElfish & Shawnee L. McElfish | | | | | | |
| | | | | | | | | |
| | | Doc. 1 – Owner(s) of Record, if Different from Grantor(s) | | | Doc. 2 – Owner(s) of Record, if Different from Grantor(s) | | | |
| | | | | | | | | |
| 8 | Transferred To | Doc. 1 – Grantee(s) Name(s) | | | Doc. 2 – Grantee(s) Name(s) | | | |
| | | Mayor and City Council of Cumberland | | | | | | |
| | | | | | | | | |
| | | New Owner's (Grantee) Mailing Address | | | | | | |
| | | | | | | | | |
| 9 | Other Names to Be Indexed | Doc. 1 – Additional Names to be Indexed (Optional) | | | Doc. 2 – Additional Names to be Indexed (Optional) | | | |
| | | | | | | | | |
| 10 | Contact/Mail Information | Instrument Submitted By or Contact Person | | | | | <input checked="" type="checkbox"/> Return to Contact Person | |
| | | Name: Michael Scott Cohen | | | | | <input type="checkbox"/> Hold for Pickup | |
| | | Firm: Michael Scott Cohen, LLC | | | | | <input type="checkbox"/> Return Address Provided | |
| | | Address: 213 Washington Street, Cumberland, MD 21502 | | | | | | |
| | | Phone: (301) 724-5200 | | | | | | |
| | | IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER | | | | | | |
| | | Assessment Information | Yes | No | Will the property being conveyed be the grantee's principal residence? | | | |
| | | | Yes | No | Does transfer include personal property? If yes, identify: _____ | | | |
| | | | Yes | No | Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). | | | |
| | | Assessment Use Only – Do Not Write Below This Line | | | | | | |
| <input type="checkbox"/> Terminal Verification | | <input type="checkbox"/> Agricultural Verification | | <input type="checkbox"/> Whole <input type="checkbox"/> Part | | <input type="checkbox"/> Tran. Process Verification | | |
| Transfer Number | | Date Received | | Deed Reference: | | Assigned Property No. | | |
| Year | 20 | 20 | Geo. | Map | Sub | Block | | |
| Land | | | Zoning | Grid | Plat | Lot | | |
| Buildings | | | Use | Parcel | Section | Occ. Cd. | | |
| Total | | | Town Cd. | Ex. St. | Ex. Cd. | | | |
| REMARKS | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Space Reserved for County Validation

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Gregory McElfish and Shawnee L. McElfish unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated April 14, 2009 and recorded among the Land Records of Allegany County, Maryland in Book 1577, Page 436 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of July, 2019.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By:_____
Raymond M. Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this ____ day of July, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond M. Morriss, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

NOTARY PUBLIC

My Commission Expires:_____

Item Attachment Documents:

Order No. 26,495 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Shirley L. McDonald pertaining to 128 Springdale Street has been fully paid and satisfied

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

ORDER NO. 26,495

DATE: August 13, 2019

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

THAT the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Shirley L. McDonald, pertaining to 128 Springdale Street and dated May 6, 2009 (Allegany County Land Records Book 1584, Page 403), has been fully paid and satisfied and the lien of the Deed of Trust is hereby released.

Raymond M. Morriss, Mayor

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Shirley L. McDonald unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated May 6, 2009 and recorded among the Land Records of Allegany County, Maryland in Book 1584, Page 403 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of July, 2019.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By: _____
Raymond M. Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this ____ day of July, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond M. Morriss, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

NOTARY PUBLIC

My Commission Expires: _____

DEED OF TRUST

THIS DEED OF TRUST, is made this 6th day of May, 2009, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter, referred to as "Lender"), and SHIRLEY L. McDONALD (the "Borrower") and Michael Scott Cohen ("Trustee").

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Lender in the principal sum of Five Thousand Five Hundred (\$5,500.00) for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

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

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

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

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

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

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

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

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and

IN WITNESS WHEREOF, the Mayor and City Council of Cumberland, by its duly authorized officers, have hereunto set their hands and the official seal of the City of Cumberland, Maryland, this 6th day of May, 2009.

property and rights described above (all of which is hereinafter called the "Property") unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple.

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

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

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

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

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

2. **Payment of Debt.** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire

authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

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

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

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

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

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

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

11. **Hazardous Materials: Contamination**

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative

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

EVENTS OF DEFAULT; REMEDIES OF LENDER

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

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

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower

together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

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

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

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

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

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

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

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

MISCELLANEOUS PROVISIONS

16. **Lender's Expense in Defending Title.** If any action or proceeding be

24. Partial Invalidity. If fulfillment of any provision hereof or any

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

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

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

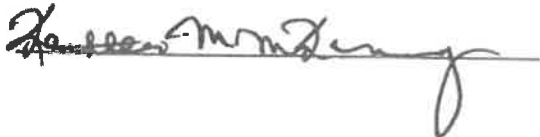
28. **Jury Trial Waiver.** BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER, THE TRUSTEE OR THE BORROWER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER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

| | |
|----------------|--------------|
| INF FD SURE \$ | 20.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 40.00 |
| Rest AL01 | RCMT # 88436 |
| DL AEN | Blk # 356 |
| May 06, 2009 | 12:23 PM |

IN REVENUE/DEED BOOK 1584 PAGE 409

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

WITNESS:




Shirley L. McDonald



STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of MAY, 2009, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Shirley L. McDonald, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, Kathy McKenney, the Historic Planner/Preservation Coordinator of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit. Kathy McKenney further made oath in due form of law that, pursuant to Section 3-104 of the Real Property Article of the Maryland Annotated Code, that the party secured by this deed of trust (which made and originated this loan) is exempt from the licensing requirements of Title 11, Subtitles 5 and 6 of the Financial Institutions Article because it is a municipal corporation and is therefore exempt under Section 11-502(b) (3) and 11-604.

Witness my hand and notarial seal.


Notary Public



My Commission Expires: 8-1-2011

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


Michael Scott Cohen

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

1584 PAGE 410 BOOK 1584 PAGE 410 BOOK 1584 PAGE 410 BOOK 1584 PAGE 410 BOOK 1584 PAGE 410

EXHIBIT A

FIRST: ALL that lot or parcel of ground lying and being in the City of Cumberland, Allegany County, Maryland, known as Lot No. 18, on the plat of Shriver's Addition to the City of Cumberland, which was conveyed to the said Lillie F. Warner, by Josephine McLain, by deed dated May 16, 1908, and recorded in Liber No. 102, folio 649, excepting, however, that part of said property which was conveyed to Cambridge Wilson by Lillie F. Warner, and Walter Warner, her husband, by deed dated June 28, 1909, and recorded in Liber No. 104, folio 692.

SECOND: ALL that lot or parcel of ground lying and being on Springdale Street in Cumberland, Maryland, being the Southern half of the whole lot above-described which was conveyed to Cambridge E. Wilson by Lillie F. Warner and Walter Warner, her husband, by deed date June 28, 1909, and recorded in Liber 104, folio 692, and which said property descended to the said Lillie F. Warner as the daughter and sole surviving heir of Cambridge E. Wilson, who died intestate on or about the 10th day of January, 1922.

THIRD: ALL that lot or parcel of ground situate on Springdale Street in Cumberland, Maryland, and known on the plat of Hobrock's Addition to Cumberland as Lot No. 28, it being the same property conveyed to Cambridge E. Wilson by Mary A. House and George D. Landwehr, by deed dated December 13, 1912, and recorded in Liber No 111, folio 382, one of the Land Records of Allegany County, and upon the death of the said Cambridge E. Wilson as above stated said property descended to the said Lillie F. Warner, his daughter and sole surviving heir.

IT BEING the same property described in the deed from Shirley Lee McDonald and Ronald Wayne Poland to Shirley L. McDonald dated August 17, 1994 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 619, folio 96.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Allegany

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

Space Reserved for Circuit Court Clerk Recording Validation

| | | | | | | |
|---|--|--|--|--|---------------------|--|
| Type(s) of Instruments | Check Box if additional Intake Form is Attached | | | | | |
| | <input checked="" type="checkbox"/> Deed of Trust | <input type="checkbox"/> Mortgage Lease | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | | |
| Conveyance Type Check Box | <input type="checkbox"/> Improved Sale Arms-Length [1] | <input type="checkbox"/> Unimproved Sale Arms-Length [2] | <input type="checkbox"/> Multiple Accounts Arms-Length [3] | <input type="checkbox"/> Not an Arms-Length Sale [9] | | |
| Tax Exemptions (if applicable) | <input type="checkbox"/> Recordation | | | | | |
| Cite or Explain Authority | <input type="checkbox"/> State Transfer | | | | | |
| | <input type="checkbox"/> County Transfer | | | | | |
| Consideration and Tax Calculations | Consideration Amount | | Finance Office Use Only | | | |
| | Purchase Price/Consideration | \$ | Transfer and Recordation Tax Considerations | | | |
| | Any New Mortgage | \$ 5,500.00 | Transfer Tax Consideration | | | |
| | Balance of Existing Mortgage | \$ | Less Exemption Amount | | | |
| | Other: | \$ | Total Transfer Tax | | | |
| | Other: | \$ | Recordation Tax Consideration | | | |
| | Full Cash Value: | \$ | X () per \$500 | | | |
| Fees | Amount of Fees | | Doc. 1 | | | |
| | Recording Charge | \$ 20.00 | Doc. 2 | | | |
| | Surcharge | \$ 20.00 | Agent | | | |
| | State Recordation Tax | \$ | Tax Bill | | | |
| | State Transfer Tax | \$ | C.B. Credit | | | |
| | County Transfer Tax | \$ | Ag. Tax Other | | | |
| | Other | \$ | | | | |
| | Other | \$ | | | | |
| Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). | District | Property ID No. (1) | Grantor Liber/Eolie | Map | Parcel No. | Var. LOG |
| | 04 | 034562 | 619/96 | | | (5) |
| | Submission Name | | Lot (3a) | Block (3b) | Sec/VAR (3c) | Plat Ref. |
| | | | | | | Sq Ft/Acreage (4) |
| | Location/Address of Property Being Conveyed (2) | | | | | |
| | 128 Springdale Street, Cumberland, MD 21502 | | | | | |
| | Other Property Identifiers (if applicable): | | | | | |
| | Water, Meter Account No. | | | | | |
| | Residential, or Non-Residential | | | | | |
| | Fee Simple, or Ground Rent | | | | | |
| Amount | | | | | | |
| Partial Conveyance? Yes No | | | | | | |
| Description/Amt. of Sq Ft/Acreage Transferred: | | | | | | |
| If Partial Conveyance, List Improvements Conveyed: | | | | | | |
| Transferred From | Doc. 1 - Grantor(s) Name(s) | | | Doc. 2 - Grantor(s) Name(s) | | |
| | Shirley L. McDonald | | | | | |
| | Doc. 1 - Owner(s) of Record, if Different from Grantor(s) | | | Doc. 2 - Owner(s) of Record, if Different from Grantor(s) | | |
| Transferred To | Doc. 1 - Grantee(s) Name(s) | | | Doc. 2 - Grantee(s) Name(s) | | |
| | Mayor and City Council of Cumberland | | | | | |
| | New Owner's (Grantee) Mailing Address | | | | | |
| Other Names to Be Indexed | Doc. 1 - Additional Names to be Indexed (Optional) | | | Doc. 2 - Additional Names to be Indexed (Optional) | | |
| | | | | | | |
| Contact/Mail Information | Instrument Submitted By or Contact Person | | | | | |
| | Name: Michael Scott Cohen | | | | | |
| | Firm: Michael Scott Cohen, LLC | | | | | |
| | Address: 213 Washington Street, Cumberland, MD 21502 | | | | | |
| Phone: (301) 724-5200 | | | | | | <input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided |
| IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTO COPY MUST ACCOMPANY EACH TRANSFER | | | | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No Will the property being conveyed be the grantee's principal residence? | | | | | | |

Item Attachment Documents:

Order No. 26,496 - authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Larry and Samantha Moon pertaining to 208-210 Virginia Avenue has been fully paid and satisfied

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

ORDER NO. 26,496

DATE: August 13, 2019

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

THAT the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Larry and Samantha Moon, pertaining to 208-210 Virginia Avenue and dated June 24, 2009 (Allegany County Land Records Book 1602, Page 143), has been fully paid and satisfied and the lien of the Deed of Trust is hereby released.

Raymond M. Morriss, Mayor

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Larry Moon and Samantha Moon unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated June 24, 2009 and recorded among the Land Records of Allegany County, Maryland in Book 1602, Page 143 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of July, 2019.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By: _____
Raymond M. Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this ____ day of July, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond M. Morriss, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

NOTARY PUBLIC

My Commission Expires: _____

THIS DEED OF TRUST, is made this 24th day of June, 2009, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter, referred to as "Lender"), and LARRY MOON and SAMANTHA MOON (collectively, the "Borrower") and MICHAEL SCOTT COHEN ("Trustee").

WHEREAS, the said Borrower is justly indebted to the Lender in the principal sum of **Twenty-Five Thousand Five Hundred Forty-Seven Dollars (\$25,547.00)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

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

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

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

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

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

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

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

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any use of the property for public purposes, or

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

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

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

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

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

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

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

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

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

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

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

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

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

11. **Hazardous Materials: Contamination**

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary funds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Property as a result thereof; and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all

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

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

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

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

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

Upon the occurrence of an Event of Default, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property pursuant to

performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclosure this Deed of Trust, or to sell, as an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as applicable.

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

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

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

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

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

MISCELLANEOUS PROVISIONS

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

17. **No Waiver.** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any part thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

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

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

23. **Notices.** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, to Borrower at 21 Buchanan Ave., LaVale, MD 21502.

24. **Partial Invalidity.** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

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


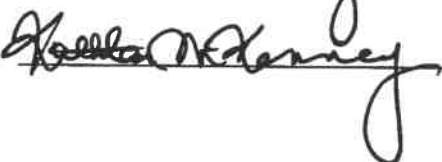
26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the Borrower that shall be required by the Lender or by any other federal agency.

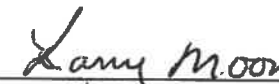
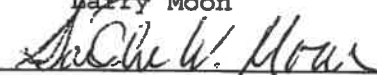
27. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender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

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

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

WITNESS:


 Larry Moon (SEAL)

 Samantha W. Moon (SEAL)

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of June, 2009, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Larry Moon and Samantha W. Moon, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, Kathy McKenney, the Historic Planner/Preservation Coordinator of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit. Kathy McKenney further made oath in due form of law that, pursuant to Section 3-104 of the Real Property Article of the Maryland Annotated Code, that the party secured by this deed of trust (which made and originated this loan) is exempt from the licensing requirements of Title 11, Subtitles 5 and 6 of the Financial Institutions Article because it is a municipal corporation and is therefore exempt under Section 11-502(b)(3) and 11-604.

Witness my hand and notarial seal.


Notary Public

My Commission Expires: 8-1-2011

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


Michael Scott Cohen

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

| | |
|----------------|--------------|
| IMP FD SURE \$ | 20.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 40.00 |
| Rest AL01 | Rcpt # 81746 |
| IL HLH | Blk # 1489 |
| Jun 25, 2009 | 11:44 am |

EXHIBIT A

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

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

IT BEING the same property described in the deed from Scott B. D'Amico and Scott B.

Item Attachment Documents:

Order No. 26,497 - authorizing a Special Taxing District exemption of \$832.50 for 27 N. Centre Street for the 2019/2020 Tax year

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2019-2020

I, Sandra Saville request an exemption from the Special Taxing District Levy for property owned by me at: 27 N. Centre St.

My request is based upon the fact that:

☒ **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

☐ **Industrial** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: Sandra Saville

Date: July 22, 2019

For City use

Tax Account No: 14 002618 4P

| | Assessed Amount | Tax Amount |
|----------|-----------------|------------|
| Original | 166 500 | 759.24 |
| Exempt | 832.50 | 379.62 |
| Billable | 832.50 | 379.62 |

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

ORDER NO. 26,488

DATE: August 13, 2019

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

THAT, the following Residential Exemption from the Special Taxing District Levy for the 2019-2020 tax years be and is hereby granted:

| Property / Owner | Tax Year / Account No. | Exemption Amt. |
|-----------------------------------|-------------------------------|----------------|
| 27 N. Centre St. – Sandra Saville | 2018-2019 Tax No. 14-0026184P | \$832.50 |

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to the provisions of Section 235 of the City Charter.

Raymond M. Morriss, Mayor

Item Attachment Documents:

Order No. 26,498 - authorizing the abatement of 2019/2020 taxes for City-owned properties at Bishop Walsh Rd., Eleanor Terr., and Seneca Ave (cell tower properties)

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

ORDER NO. 26,498

DATE: August 13, 2019

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

THAT, the City Comptroller be and is hereby authorized to abate 2019-2020 taxes for
the following City-owned properties:

| | | | |
|---------------------------|---------------------------|--------------------------|-------------------|
| Tax Year 2019-2020 | Acct No. 06-050301 | Bishop Walsh Road | \$9,254.73 |
| Tax Year 2019-2020 | Acct No. 06-035019 | Eleanor Terrace | \$1,170.75 |
| Tax Year 2019-2020 | Acct No. 06-011853 | Eleanor Terrace | \$1,749.58 |
| Tax Year 2019-2020 | Acct No. 06-046908 | Seneca Avenue | \$1,854.13 |

Mayor Raymond M. Morriss

(Cellular tower locations)

City of Cumberland **Live**
7/24/19

PROPERTY TAX SYSTEM

TA0080S1

Inquiry

Prop#...: 06-046908
Owner...: CUMBERLAND CITY OF
Address: SENECA AV
Mail To: CUMBERLAND CITY OF

School Dist.: CUMB SCHLS

MAYOR & CITY COUNCIL CITY HALL
57 N LIBERTY ST
CUMBERLAND

MD 21502-

Phone...:

Enter Option: __

Payoff Date : 7/24/2019

Total Billed: 1,854.13

Tot. Dsc App: .00

Total Paid...: .00

Total Due W/SC: 1,854.13

F3=Exit

| X | Year | Perd | Type | Bill# | Tax | Pen | Int | Collected | Remaining Balance |
|---|------|------|------|-----------|---------|-----|-----|-----------|----------------------|
| _ | 2019 | 1 | 1 | 201910668 | 1854.13 | .00 | .00 | .00 | 1854.13 |

City of Cumberland **Live**
7/24/19

PROPERTY TAX SYSTEM

TA0080S1

Inquiry

Documents Exist

Prop#...: 06-050301
Owner...: CUMBERLAND MAYOR & CITY COUNCIL
Address: 600 BISHOP WALSH RD
Mail To: CUMBERLAND MAYOR & CITY COUNCIL
CITY HALL
CUMBERLAND MD
Phone...:

School Dist.: CUMB SCHLS

Payoff Date : 7/24/2019
Total Billed: 9,254.73
Tot. Dsc App: .00
Total Paid...: .00
Total Due W/SC: 9,254.73

Enter Option: _

F3=Exit

| X | Year | Perd | Type | Bill# | Tax | Pen | Int | Collected | Remaining Balance |
|---|------|------|------|-----------|---------|-----|-----|-----------|----------------------|
| _ | 2019 | 1 | 1 | 201910773 | 9254.73 | .00 | .00 | .00 | 9254.73 |

Inquiry

Prop#...: 06-035019

School Dist.: CUMB SCHLS

Owner...: MAYOR & CITY COUNCIL OF CUMB

Address: ELEANOR TE

Mail To: MAYOR & CITY COUNCIL OF CUMB

57 N LIBERTY ST

CUMBERLAND

MD 21502-

Phone...:

Payoff Date : 7/24/2019

Total Billed: 1,227.51

Tot. Dsc App: .00

Total Paid...: 56.76

Total Due W/SC: 1,170.75

Enter Option: __

F3=Exit

| X | Year | Perd | Type | Bill# | Tax | Pen | Int | Collected | Remaining Balance |
|---|------|------|------|-----------|---------|-----|------|-----------|-------------------|
| — | 2019 | 1 | 1 | 201910345 | 1170.75 | .00 | .00 | .00 | 1170.75 |
| — | 2009 | 1 | 1 | 200909795 | 3.82 | .00 | 2.40 | 6.22 | .00 |
| — | 2008 | 1 | 1 | 200809721 | 2.51 | .00 | 1.50 | 4.01 | .00 |
| — | 2007 | 1 | 1 | 200709676 | 2.46 | .00 | 1.50 | 3.96 | .00 |
| — | 2006 | 1 | 1 | 200609693 | 2.46 | .00 | .85 | 3.31 | .00 |
| — | 2005 | 1 | 1 | 200509635 | 2.47 | .00 | 1.45 | 3.92 | .00 |
| — | 2004 | 1 | 1 | 200403639 | 2.47 | .00 | 1.45 | 3.92 | .00 |
| — | 2003 | 1 | 1 | 000088327 | 2.27 | .00 | 1.40 | 3.67 | .00 |

City of Cumberland **Live**
7/24/19

PROPERTY TAX SYSTEM

TA0080S1

Inquiry

Prop#...: 06-011853
Owner...: CUMBERLAND CITY OF
Address: ELEANOR TE
Mail To: CUMBERLAND CITY OF
57 N LIBERTY ST
CUMBERLAND

School Dist.: CUMB SCHLS

Phone...:

MD 21502-0000

Payoff Date : 7/24/2019
Total Billed: 1,749.58
Tot. Dsc App: .00
Total Paid...: .00
Total Due W/SC: 1,749.58

Enter Option: _

F3=Exit

| X | Year | Perd | Type | Bill# | Tax | Pen | Int | Collected | Remaining Balance |
|---|------|------|------|-----------|---------|-----|-----|-----------|----------------------|
| _ | 2019 | 1 | 1 | 201909660 | 1749.58 | .00 | .00 | .00 | 1749.58 |

Item Attachment Documents:

Order No. 26,499 - authorizing the abatement of taxes for the 2019 tax year for various City-owned properties

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

ORDER NO. 26,499

DATE: August 13, 2019

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

THAT, the taxes for the 2019 and prior year taxes on the following properties be
and are hereby abated:

| <i>Property</i> | <i>Tax Account No.</i> |
|-----------------------|------------------------|
| 119 Pennsylvania Ave. | 04-026438 |
| 424 Goethe St. | 23-013037 |

Raymond M. Morriss, Mayor

**THE LAW OFFICE
OF
MICHAEL SCOTT COHEN, LLC**

Michael Scott Cohen
Steven Andrew Trader

213 Washington Street
Cumberland, MD 21502
Telephone: (301) 724-5200
Facsimile: (301) 724-5205

michaelcohen@atlanticbbn.net
stevetrader@atlanticbbn.net

July 25, 2019

Marjorie Woodring
City Clerk & Assistant City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Re: Recorded Deeds

Dear Margie:

I have enclosed the following deeds. With the exception of deed (2) below, all of the deeds are the originals which effected the conveyance of the properties to the City.

- (1) 119 Pennsylvania Ave. - donation from Brandy McCloud
- (2) 408 Broadway (copy) - deed to David and Linda Spiker
- (3) 624 Maryland Ave. - deed from David and Linda Spiker
- (4) 17 Paw Paw Alley - tax sale foreclosure deed
- (5) 411 S. Central Ave - tax sale foreclosure deed
- (6) 884 Sperry Terrace - tax sale foreclosure deed
- (7) 1016 Ella Ave. - tax sale foreclosure deed
- (8) 215 Knox St. - tax sale foreclosure deed
- (9) 307 Broadway - tax sale foreclosure deed
- (10) 424 Goethe Street - deed from Friends Aware

04-026438 = 290.09

With the exception of deed (2), the taxes for the properties will need to be abated and they will need to be added to the grass mowing list.

Please call me if you have any questions regarding this matter.

Very truly yours,

MICHAEL SCOTT COHEN, LLC

By: 
Michael Scott Cohen

cc: Jeff Rhodes, Brooke Cassell, Ken Tressler, Melissa Penrod, Lisa Terrell, Kevin Thacker,
Craig Adams

Inquiry

Documents Exist

Prop#...: 04-026438
Owner...: MCCLOUD BRANDY A
Address: 119 PENNSYLVANIA AV
Mail To: MCCLOUD BRANDY A
119 PENNSYLVANIA AVE
CUMBERLAND

MD 21502-

Phone...:

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 7/25/2019
Total Billed: 4,112.03
Tot. Dsc App: .00
Total Paid...: 3,728.68
Total Due W/SC: 383.35

Enter Option: __

F3=Exit

| X | Year | Perd | Type | Bill# | Tax | Pen | Int | Collected | Remaining Balance |
|---|------|------|------|-----------|--------|-----|-------|-----------|----------------------|
| — | 2019 | 1 | 1 | 201907010 | 74.17 | .00 | .00 | .00 | 74.17 |
| — | 2018 | 1 | 1 | 201807017 | 74.17 | .00 | 14.80 | .00 | 88.97 |
| — | 2017 | 1 | 1 | 201760979 | 74.17 | .00 | 32.56 | .00 | 106.73 |
| — | 2016 | 1 | 1 | 201606971 | 67.58 | .00 | 45.90 | .00 | 113.48 |
| — | 2015 | 1 | 1 | 201506978 | 67.58 | .00 | .00 | 67.58 | .00 |
| — | 2014 | 1 | 1 | 201406926 | 203.70 | .00 | 24.42 | 228.12 | .00 |
| — | 2013 | 1 | 1 | 201306926 | 203.70 | .00 | 24.42 | 228.12 | .00 |
| — | 2012 | 1 | 1 | 201206922 | 203.70 | .00 | 20.35 | 224.05 | .00 |

Item Attachment Documents:

Order No. 26,500 - authorizing the sole source purchase of two (2) Reciprocating Skimmer Systems for the Water Filtration Plant, in the amount of \$41,233.00, from Xylem Water Solutions USA, Inc.

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

ORDER NO. 26,500

DATE: August 13, 2019

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

THAT, the sole source proposal from Xylem Water Solutions USA, Inc., 227 S. Division Street, Zelienople, PA, 16063 to provide two (2) Reciprocating Skimmer Systems for the Water Filtration Plant's Dissolve Air Flotation System for the total price of Forty-one Thousand, Two Hundred and Thirty-three Dollars and No Cents (\$41,233.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

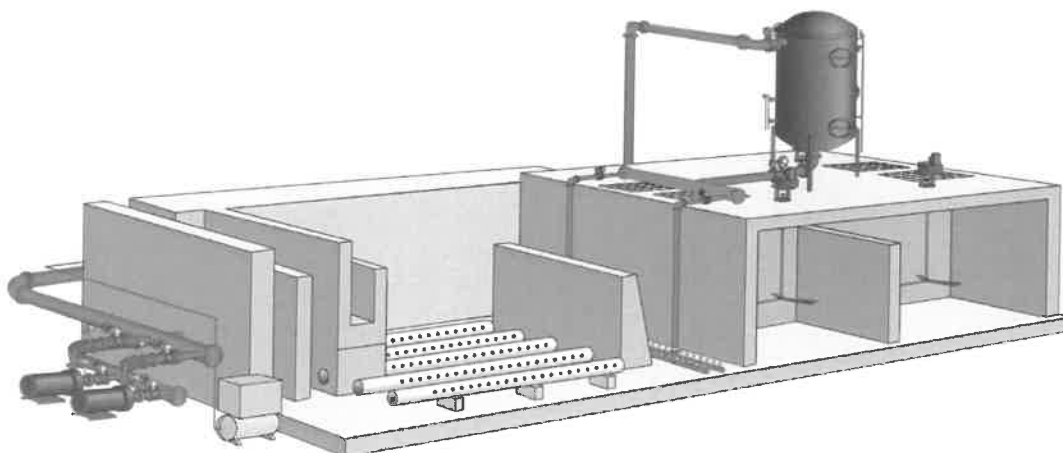
Funding: 299C 630



Proposal

Cumberland, MD

Evitts Creek Plant



Clari-DAF® Dissolved Air Flotation System For Potable Water Applications

prepared for:

Evitts Creek

7/24/2019



Xylem Water Solutions USA, Inc.
227 S. Division St.
Zelienople, PA 16063
Mr. Wayne Steen
Direct: 724-453-2111
Mobile: 724-272-2905
Email: wayne.steen@xyleminc.com

7/24/2019

Project name : Cumberland, MD (Evitts Creek)
Project number : I19011

To Whom It May Concern:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Evitts Creek DAF project.

We hope that our proposal comes up to your expectation. If you have any questions please do not hesitate to contact me or our local representative.

Respectfully,

Signature 1 _____

Wayne Steen
Senior Sales Engineer

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1 Technical Description

Design Criteria

The Clari-DAF System described here-in shall be furnished and installed as described in Section 1.1 - Scope of Supply. **Xylem will supply only the items specifically detailed within this proposal. Xylem reserves the right to update equipment pricing in order to comply with any general equipment specifications provided after the date of this proposal.**

1.1 SCOPE OF SUPPLY

Clari-DAF System Basin Equipment:

- (2) **Reciprocating skimmer systems.** The skimmer systems shall include the supports, carriages, guide rail, lifting ramps, all mounting hardware and drive and idler units. All ferrous components shall be constructed of 304 stainless steel components except for aluminum brush hold and painted carbon steel support beams. Drive unit motors shall be 460 volts, 3 phase, 60 hertz, TEFC, energy efficient type and designed to operate from a VFD controller for speed reduction.

1.2 SERVICES

MANUFACTURER'S SERVICES:

The services of a qualified Xylem technical representative to will be provided under this section. This service includes three (3) days on-site including travel time to and from the job-site in one (1) trip.

2 Technical Clarification & Deviations

Not USED

3 Price & Scope of Supply

3.1 MAIN SCOPE

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation is reviewed by Xylem Water Solutions USA, Inc before acceptance and is subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addresses to Xylem Water Solutions USA, Inc. 227 S. Division St., Zelienople, PA, 16063, USA.

We propose to furnish the material described in this document for a **total selling price of \$41,233.00.**

All prices are DAP jobsite with full freight allowed to the job site.

Pricing is based on the following payment terms (net 30 days):

10% following initial submittal for approval

80% following the date of the respective shipments of the product

**5% following installation, not to exceed 150 days after shipment of the product
(whichever comes first)**

**5% following start-up, not to exceed 180 days after shipment of the product
(whichever comes first)**

4 Commercial Terms & Conditions

4.1 DELIVERY SCHEDULE

4.1.1 Delivery time

Delivery of fabricated items and 16 to 20 weeks after drawing approval.

4.1.2 Production schedule

Submittal of PID's and mechanical drawings for approval 4 to 6 weeks after receipt of purchase order.

Submittal of EIC drawings for approval 4 to 6 weeks after receipt of purchase order.

Delivery of fabricated items 16 to 18 weeks after drawing approval.

4.2 T&C'S FOR PROPOSAL

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are FCA; Origin (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation unless otherwise specified. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.

4. Taxes. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

5. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Payment shall be made in U.S. Dollars. Payment in full is due within thirty (30) days from the invoice date. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further

obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

6. Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. All shipments will be made FCA; Origin, unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Upon delivery to the common carrier, title and the risk of loss for the material shall pass to Buyer. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order.

Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

7. Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless an alternate period of time is provided by law or is specified in the product documentation from Xylem (the "Warranty").

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

8. Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

9. Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11. Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee.

Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorised repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

19. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SELLER'S OFFICE TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

20. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

21. Waiver. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

22. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)

BY: _____

_____, 20____

Xylem Water Solutions USA, Inc.

BY: _____

_____, 20____



Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Fwd: Sole Source Approval

1 message

Rodney Marvin <rodney.marvin@cumberlandmd.gov>

Fri, Jul 26, 2019 at 2:24 PM

To: Cindi Mertens <cindi.mertens@cumberlandmd.gov>, Zach Sloane <zach.sloane@cumberlandmd.gov>

Cindi,

Let me know if you need anything additional so this can be added to M&CC agenda. I will sign the proposal and send back to Xylem Water Solutions after we have M&CC approval.

Thanks,

Rodney C. Marvin
Public Works Utilities Manager
City of Cumberland
301-759-6641

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

From: **Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>

Date: Fri, Jul 26, 2019 at 1:43 PM

Subject: Re: Sole Source Approval

To: Rodney Marvin <rodney.marvin@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Approved**Jeffrey D. Rhodes**
City Administrator
City of Cumberland, Maryland
301-759-6424

On Thu, Jul 25, 2019 at 6:24 PM Rodney Marvin <rodney.marvin@cumberlandmd.gov> wrote:

I thought my email was missing something and I'm sure Wayne can sweet talk his way through most anything.

Sole Source is necessary because Xylem Water Solutions is the manufacturer and only supplier of this equipment.

Sent from my iPhone

On Jul 25, 2019, at 4:01 PM, Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> wrote:

Rodney,

I need some sort of reasoning for the sole source.....unless Steener is coming to sweet talk me ?

Jeff

Jeffrey D. Rhodes
City Administrator
City of Cumberland, Maryland
301-759-6424

On Thu, Jul 25, 2019 at 3:07 PM Rodney Marvin <rodney.marvin@cumberlandmd.gov> wrote:

Jeff,

I am requesting Sole Source approval to Xylem Water Solutions "Leopold" in the amount of \$41,233 to provide and install two (2) reciprocating skimmer systems for the WFP Dissolve Air Flotation System. This project listed in our Capital Improvement Plan for Fy 20 with funds being provided in project code **299C 630**

Note! On page 5 of 9 in the attachment, Payment terms are listed.

If approved, Cindi would add this to M&CC agenda for their approval.

Thanks,

Rodney C. Marvin
Public Works Utilities Manager
City of Cumberland
301-759-6641



I19011 Leopold DAF Equipment rev00 7-24-19 (3) Priced Proposal.docx
501K

Item Attachment Documents:

Order No. 26,501 - authorizing the sole source purchase of nine (9) Peristaltic Chemical Metering Pumps for the Water Filtration Plant in the total amount of \$29,545.00, from the T.E. Byerly Company, Inc.

T. E. BYERLY COMPANY INC.

P.O. BOX 247

BROOKEVILLE, MD 20833

PH: 410-665-2637

E-Mail: tomtebco@verizon.net

FAX : 410-665-2638

Cell: 410-952-2664

July 23, 2019

Zach Sloane
City of Cumberland
1072 Lake Gordon Rd
Bedford, PA 15522

Subject: Blue White Pumps
Quote# TEB6979BW

Dear Zach,

Per your recent request for Blue White Pumps for the below applications, we recommend:

Hydrofluorosilic acid: average flow: 40 GPD

Two - Blue White Model M-324-QNGG rated for 16.5 GPH @ 110 PSI. Pump is powered by brushless DC motor and has Hastelloy C-276 sensor for leak detection. Pump is housed in Nema 4X aluminum enclosure. Controls include 4-20 mA input, 1-250V/6A relay and 3- 115V 1A contact closures that are assignable (i.e. remote start/stop, run indication, etc.) Pump constructed with Norprene peristaltic tube with end connections, clear acrylic head cover and thermoplastic roller and stainless steel roller bearing, Quick disconnect tube fittings for above pump, 3/8" X 1/4" tubing, P/N QSV, Pump comes with one spare tube. Power required is 120/1/60. Tube failure detection, 5 year warranty, NFS 61 Certified.

Price... \$ 4,253.00 each

Zinc Orthophosphate: average flow 60 GPD

Two - Blue White Model M-324-Qngg rated for 16.5 GPH @ 110 PSI same as above

Price...\$ 4,253.00 each

Potassium Permanganate: average flow 120 GPD

Two - Blue White Model M-324-QNKL rated for 31.7 GPH @ 30 PSI same as above

Price...\$ 4,235.00 each

T. E. BYERLY COMPANY INC.

P.O. BOX 247

BROOKEVILLE, MD 20833

PH: 410-665-2637

E-Mail: tomtebco@verizon.net

FAX : 410-665-2638

Cell: 410-952-2664

Caustic

~~Two - One~~ - Blue White Model A1N3OV-7T chemical metering pump rated for 95.1 GPD @ 50 PSI, manual or automatic control, 4-20 mA input control with touch pad control and LED display

Price...\$ 1,101.00 each

Cationic Polymer

One - Blue White Model A1N3OV-1TP chemical metering pump rated for 24 GPD @ 65 PSI, manual or automatic control, 4-20 mA input control with touch pad control and LED display

Price...\$ 1,214.00 each

Spare tubes

~~Two~~ - P/N A3-QNGG-T tube for hydrofluorsilic acid

Price...\$ 60.00 each

Two - P/N A3-QNGG-T tube for zinc orthophosphate

Price....\$ 60.00 each

Two - P/N A3-QNKL-T tube for potassium permanganate

Price...\$ 60.00 each

~~One - Two~~ Spare roller for M224-QNGG, P/N A2 SNGG-R

Price...\$ 211.00 each

Prices quoted are fob factory, no taxes included, terms net 30 days. delivery is 2 weeks after receipt of order.

In the event subject proposal results in an order, please address same to Pyrzs Water, PO Box 107, Harleysville, PA 19438.

Sincerely,
Thomas Byerly

T.E.Byerly Co. Inc

| Chemical | Quantity | M2 | M3 | A100 | Subtotal |
|----------|----------|----|----|------|----------|
|----------|----------|----|----|------|----------|

| | | | | | |
|----------|---|--|------|------|------|
| KMNO4 | 2 | | 4253 | | 8506 |
| ZnPO4 | 2 | | 4253 | | 8506 |
| Fluoride | 2 | | 4253 | | 8506 |
| Caustic | 2 | | | 1101 | 2202 |
| C581 | 1 | | | 1214 | 1214 |

| | | | | | |
|---------------------|--|--|--|--|-------|
| <u>Total</u> | | | | | 28934 |
|---------------------|--|--|--|--|-------|

Other:

| | | | | | |
|--|--|--|--|--|-----|
| Replacement Set of Roller for M2 - \$500 | | | | | 211 |
| Tubes - \$ 500 | | | | | 400 |

| | | | | | |
|---------------------|--|--|--|--|-------|
| <u>Total</u> | | | | | 29545 |
|---------------------|--|--|--|--|-------|



Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Fwd: Sole Source Approval

1 message

Rodney Marvin <rodney.marvin@cumberlandmd.gov>

Wed, Jul 31, 2019 at 10:15 AM

To: Zach Sloane <zach.sloane@cumberlandmd.gov>, Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Rodney C. Marvin
Public Works Utilities Manager
City of Cumberland
301-759-6641

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

From: **Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>
Date: Wed, Jul 31, 2019 at 10:03 AM
Subject: Re: Sole Source Approval
To: Rodney Marvin <rodney.marvin@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Approved

Jeffrey D. Rhodes
City Administrator
City of Cumberland, Maryland
301-759-6424

On Wed, Jul 31, 2019 at 9:44 AM Rodney Marvin <rodney.marvin@cumberlandmd.gov> wrote:

Jeff:

I am requesting sole source approval in the amount of \$29,545 to T.E. Byerly Company Inc, to provide 9 Peristaltic Chemical Metering pumps for the Water Filtration Plant. The Water Plant has been standardizing on Blue/White Peristaltic pumps for several years. Standardization allows to more efficient inventory and maintenance. T.E. Byerly Company is the local vendor for these pumps and \$30,000 has been budgeted in WFP Fy20 in Capital Funds 299.FP2 63000

If approved, Cindi will add this request to M&CC agenda for their approval.

Note: Quote is attached.

Thanks,

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

ORDER NO. 26,501

DATE: August 13, 2019

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

THAT, the sole source proposal from the T.E. Byerly Company, Inc., P.O. Box 247, Brookeville, MD, 20833 to provide nine (9) Peristaltic Chemical Metering Pumps for the Water Filtration Plant in the total amount of Twenty-nine Thousand, Five Hundred and Forty-five Dollars and No Cents (\$29,545.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Funding: 299.FP2 63000

Item Attachment Documents:

Order No. 26,502 - authorizing the waiver of permit fees for CDBG improvement projects at the Riverside and Baltimore Avenue YMCA facilities



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

July 30, 2019

Mr. Jeffrey D. Rhodes
City Administrator
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

Dear Mr. Rhodes:

The Cumberland YMCA is in the process of making some improvements to our facilities at both locations – our Riverside sports complex at 601 Kelly Road and our downtown campus at 205 Baltimore Avenue in Cumberland. The funding for both projects is coming through the Community Development Block Grant (CDBG) funding. The contractors are currently working on drawings and other details you will need for the building permits.

For the Riverside project, the roof on our 59,537 square foot building will be replaced, an ADA compliant entry-way will be placed at the main entrance to the building, and fencing will be installed to keep our children safe during sporting events. Many of the children served through our programs are provided services at either no cost or a reduced cost due to the low-income the families receive, and we work with many of the agencies that work directly with the disabled population. The Y programming is very important to their healthy physical and emotional development. The estimated cost for the combined projects at this campus are estimated at \$320,000.

For our Baltimore Avenue facility, the CDBG grant will allow us to clean up the outside of the facility while providing an attractive fenced-in play area for the homeless families served at that location. By providing a safe, fenced-in space for the children to play, it will make it much more difficult for these children to be harassed and exploited by neighborhood influences. The families served are some of the poorest of our community – the homeless and those at risk of homelessness. And the curb appeal will improve dramatically. The estimated cost of the Baltimore Avenue YMCA project is \$77,000.

Therefore, I am respectfully requesting a waiver of the fees for the building permits for these projects. We are a non-profit with 501C3 designation committed to serving our community, with an emphasis on the poorest and most vulnerable youth of our community.

Thank you for considering our request, your help in this matter is greatly appreciated.

Sincerely,

Julie O'Neal
Executive Director

CUMBERLAND YMCA
601 Kelly Road
Cumberland, MD 21502
PHONE: 301-777-9622 FAX: 301-777-3467 WWW.CUMBERLANDYMCA.ORG

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

ORDER NO. 26,502

DATE: August 13, 2019

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

THAT, the permit fees for CDBG improvement projects at the Cumberland Riverside YMCA, and the Baltimore Avenue YMCA be and are hereby waived.

Mayor Raymond M. Morriss

Item Attachment Documents:

Order No. 26,503 - authorizing the waiver of permit fees for CDBG sidewalk improvements around Fort Cumberland Homes by the Cumberland Housing Group



Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

CDBG Work

1 message

Steve Kesner <steve.kesner@cumberlandhousing.org>
To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Mon, Jul 29, 2019 at 3:51 PM

Jeff – just was speaking to Lee Borrer in reference to our 2019 CDBG award for the proposed replacement of sidewalks around the perimeter of Fort Cumberland Homes.

In accordance with her new procedures, we have filed the permit application with Planning and Zoning. As a matter of process, I am writing to you to request a waiver of the permit fees.

Lee said to make sure you copy Planning and Zoning on your response.

Thanks

**CUMBERLAND HOUSING
GROUP**

Steven J. Kesner, BS, CMH
President/Chief Executive Officer
The Cumberland Housing Group
635 East First Street
Cumberland, MD 21502-4362
301-724-6606 Ext 111

Steve.kesner@cumberlandhousing.org **PLEASE NOTE THE NEW ADDRESS**

www.CumberlandHousing.org

The Cumberland Housing Group is an Equal Housing Opportunity provider and consists of the following agencies: The Housing Authority of the City of Cumberland, Cumberland Housing Alliance, Inc. and Cumberland Neighborhood Housing Services, Inc.

STATEMENT OF CONFIDENTIALITY: The information in this message is privileged and confidential and is intended only for the use of the individual or entity named above. If the reader of the message is not the intended recipient, you are hereby notified that you are prohibited from disseminating, distributing, or copying the information contained in this message. If you received this in error, please notify the sender immediately and destroy all copies of the original message.

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

ORDER NO. 26,503

DATE: August 13, 2019

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

THAT, the permit fees for the CDBG sidewalk improvements by the Cumberland Housing Group around the perimeter of Fort Cumberland Homes be and are hereby waived.

Mayor Raymond M. Morriss

Item Attachment Documents:

Order No. 26,504 - declaring a 2004 Ford Crown Victoria (VIN No. 2FAFP71W64X13543)
as surplus and authorizing its disposal

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

ORDER NO. 26,504

DATE: August 13, 2019

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

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

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

2004 Ford Crown Victoria

VIN: 2FAFP71W64X134543

Mayor Raymond M. Morriss

Item Attachment Documents:

Order No. 26,505 - authorizing execution of a Letter of Agreement with Leonard S. Fiore, Inc. (LSF) pertaining to the CSO Storage Facility at the WWTP Project (1-10-WWTP), setting forth terms by which the City shall grant LSF a 102 working day extension of the substantial completion date under terms of the original contract

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

ORDER NO. 26,505

DATE: August 13, 2019

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

THAT, the City Engineer be and is hereby authorized to execute a Letter of Agreement with Leonard S. Fiore, Inc. (LSF), on behalf of the Mayor and City Council of Cumberland, pertaining to the CSO Storage Facility at the WWTP Project (1-10-WWTP), setting forth terms by which the City shall grant LSF a 102 working day extension of the substantial completion date under terms of the original contract.

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF ENGINEERING

August 7, 2019

Leonard S. Fiore, Inc
5506 6th Avenue, Rear
Altoona, PA 16602
Phone: 814-946-3686

RE: City of Cumberland – CSO Storage Facility (City Project 1-10-WWTP)

Mr. Michael L. Fiore,

I have spoken with the Mayor and City Council of Cumberland as well as City Staff about the issue of substantial completion for the CSO Storage Facility project. The City of Cumberland ("The City") is willing to grant Leonard S. Fiore Inc. ("LSF") a 102 working days extension of the substantial completion date under the terms of the contract for the above-referenced Project. LSF requested this extension in your July 24, 2019 e-mail to me. The City is willing to grant this concession due to the abnormally wet weather we experienced during the applicable time frame. The City's willingness to extend the substantial completion date is contingent upon the following terms and conditions:

MAYOR

RAYMOND M. MORRISS

COUNCIL

SETH D. BERNARD
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY D. RHODES

CITY ENGINEER

ROBERT L. SMITH, P.E.

1. The City shall revise the substantial completion date to January 27, 2020, and submit the necessary documentation to the Maryland Department of Environment.

2. LSF shall not request or be entitled to any accommodations, contract concessions or contract modifications on account of abnormal weather days (related to precipitation, thaw events or any other weather conditions) which occurred prior to July 24, 2019 or which may occur any time thereafter up to and including January 10, 2020 (the revised substantial completion date).

3. Article 12.03 of the contract specification shall still apply for the duration of the project.

4. The City of Cumberland shall continue to pay for all Construction Phase Services through final completion of the project.

5. Beginning on November 6, 2019, LSF shall begin to reimburse the City for Construction Phase Services costs in the amount of \$1,000 per working day., as specified in Article 4.03 of the contract specification.



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6600 • FAX (301)759-6608 • TDD (800)735-2258

6. LSF shall reimburse the City for each working day until substantial completion is achieved as defined in Article 14.04 of the contract specification.
7. The monthly invoices to the City shall also include any associated overtime costs for the City's resident inspector, as the current process of requesting a construction contract credit from MDE for this cost shall be discontinued with the execution of the July invoice.
8. LSF shall also continue to be responsible for any other costs associated with engineering services performed by the City's Engineer of Record (Whitman, Requardt, and Associates) for requests that involve revising the contractual scope of work.
9. The City shall provide an invoice to LSF on the first day of each month for the previous month's costs that are defined within this agreement, to which LSF shall reimburse the City within 21 calendar days.
10. Upon LSF successfully achieving substantial completion, LSF shall no longer be responsible for Construction Phase Services and the City shall furnish an invoice for any outstanding Construction Phase Services Costs within 7 calendar days.
11. Article 4.02 defines the final completion phase to be completed within 60 calendar days. If LSF fails to reach final completion within 60 calendar days of substantial completion, the terms of this agreement shall become effective until final completion is achieved as defined in the contract documents.

Please review the terms and conditions set forth herein as I believe they represent what has been discussed to date. If you are in agreement, please sign where indicated below to note LSF's approval and acceptance of these terms. Please contact me directly if you have any questions.

Sincerely,

Robert L. Smith
City Engineer

CC: Jeff Rhodes – City Administrator
Ken Tressler – City Comptroller
Margie Woodring – City Clerk
Paul DePalatis
Kim Root

APPROVED AND ACCEPTED AS FOLLOWS. IN SIGNING BELOW I CERTIFY THAT I AM DULY AUTHORIZED TO SIGN ON BEHALF OF LSF

LEONARD S. FIORE, INC.

By: _____

Printed name and position

Council Agenda Summary

Meeting Date: August 13, 2019

Agenda Item Number: Enter Text Here

Key Staff Contact: Robert Smith, Kim Root

Item Title:

Agreement with Contractor Leonard S. Fiore for CSO Storage Facility at WWTP

Summary:

Authorize City Engineer Robert Smith to execute agreement with Leonard S. Fiore, contractor for the CSO Storage Facility at Waste Water Treatment Plant (City Project 1-10-WWTP), to have Leonard S. Fiore reimburse the City at a rate of \$1,000 per working day beginning on November 6, 2019, until substantial completion is achieved.

Issues and Considerations:

Enter Text Here

| | |
|---|-------------------------|
| <i>Fiscal Impact:</i> | |
| Is this item budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Budget: | Enter Text Here |
| Value of award: | \$1,000 per working day |
| If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Match provisions: | Enter Text Here |
| Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.) | |

Item Attachment Documents:

Order No. 26,506 - authorizing Change Order No. 1 to the contract with The EADS Group for additional engineering design services to address an additional scope of work for the New Baltimore Street Town Center Project (12-16-M) in the increased amount of \$311,450, bringing the total contract amount to \$626,246

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

ORDER NO. 26,506

DATE: August 13, 2019

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with The EADS Group to cover additional engineering design services to address an additional scope of work for the New Baltimore Street Town Center Project (12-16-M); and

BE IT FURTHER ORDERED, that Change Order No. 1 be and is hereby approved in the increased estimated cost of Three Hundred Eleven Thousand, Four Hundred Fifty Dollars and Five Cents (\$311,450.05), bringing the total estimated design cost to Six Hundred Twenty-Six Thousand, Two Hundred Forty-Six Dollars and Fifty-Eight Cents (\$626,246.58).

Raymond M. Morriss, Mayor

Budget: 115.099M.20100

| | |
|---------------------|--------------|
| EADS original award | \$314,796.53 |
| Change Order No. 1 | + 311,450.05 |
| New Total | \$626,246.58 |

30 May 2019

City of Cumberland
Attn: Mr. Paul DePalatis, Project Manager
57 N. Liberty Street
Cumberland, MD 21502

**CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND
BALTIMORE STREET HISTORIC TOWN CENTRE PROJECT
CHANGE IN ENGINEERING FEES DUE TO REVISED PROJECT SCOPE**

Dear Mr. Paul DePalatis:

The EADS Group is excited to move forward with the design development and preparation of bid documents incorporating the recommendations made by Cochran Studio. We believe the City of Cumberland has a unique opportunity to make Baltimore Street a wonderful attraction for all who visit. The recommendations made by Cochran and approved by the city have changed and expanded the project scope and cost quite substantially, which are not covered by EADS current engineering Agreement. As a result, in accordance with Section C2.03C of our Agreement dated September 26, 2017 we are hereby requesting approval of an increase to our originally estimated design fees (aka supplement) for the referenced project. This supplement supersedes the supplement submitted in February and incorporates the elements of the aspirational Master Plan. For reference, this supplement is also accompanied by Appendix A and Appendix B, which display a list of previously invoiced services as well as services provided which do not support Cochran's Recommendations and will need redone. We are submitting this supplement to the City of Cumberland for review and approval.

Revised Engineering Services – Incorporating Cochran Studio's Aspirational Master Plan

We have evaluated our total engineering fee of this revised project by percent of construction cost and labor required to complete the design and prepare bid documents. The resultant total engineering fee is \$548,000. Also, the original scope of work was expected to be constructed in one construction season. Since the project's scope and cost have escalated significantly, we now believe the project will need to be completed over the course of two construction seasons. Accordingly, an additional fee for Construction Phase Services – Year 2 is added below.

Through March 2019, EADS has invoiced the City of Cumberland \$179,095.28. Of this sum, \$58,285.60 of invoiced labor is work that must be redone in order to implement the recommendations of Cochran Studio and is thus included in the Engineering Fee (See Appendix B). The remaining invoiced labor of \$120,809.68 is previously completed work which can be salvaged and will be subtracted from the Engineering Fee. The remaining non-invoiced fee of \$135,740.27 from our original agreement will also be subtracted from the Engineering Fee.

SUMMARY

| | |
|--|---------------|
| EADS New Engineering Fee (Incorporating Cochran's Recommendations) | \$ 548,000.00 |
| EADS New Construction Phase Services (Year – 2) | + 20,000.00* |
| EADS Current Engineering Agreement (Previously Invoiced Usable Labor) | - 120,809.68 |
| EADS Current Engineering Agreement (Non-invoiced Fee Remaining) | - 135,740.27 |

TOTAL SUPPLEMENT AMOUNT.....\$ **311,450.05**

*Assumes full-time construction inspection services will be provided under a separate agreement.

As our original total estimated compensation of our September 26, 2017 Agreement was \$314,796.03, our new updated proposed total estimated compensation is \$626,246.08.

Please review this supplement request and indicate your acceptance by signing in the space provided and returning a copy to our attention. The terms and conditions of the original agreement remain in effect except as changed herein. Please do not hesitate to contact Steve Seth or Andy Fedorko at 814-445-6551 if you have any questions or would like to schedule a meeting.

Respectfully submitted,
The EADS Group, Inc.



By: Thomas M. Reilly, P.E.
President & CEO

Approval of Supplement and Notice to Proceed with the Work

City of Cumberland Authorized Signature

Date

r:\2169 cumberland\17509 new baltimore st town center\01 admin\proposal\supplement\190530_baltimore street supplement.docx



www.eadsgroup.com

APPENDIX A

Previously Invoiced Engineering Services

Items

1. Surveying
2. Base Mapping
3. Street Layout (w/ 15'-0" Road Width)
4. On-site Manhole Investigations
5. Shift Space Investigation
6. On-site Basement Investigation
7. Cardno Utility Investigation and Coordination
8. Cross Sections
9. Roadway Barricade Investigation
10. Preliminary Traffic Signal Design
11. Preliminary Grading Design
12. Preliminary Stormwater Layout
13. Preliminary Drainage Design
14. Preliminary Lighting Layout
15. Preliminary Tree Layout
16. Utility Relocation Design
17. London Plane Trees Investigation
18. Silva Cells Investigation
19. William Cochran Correspondence
20. Road Width Analysis
21. Mechanic Street Bump Out
22. Utility Relocation Associated with Silva Cells
23. Woonerf Investigation
24. Preliminary Water Line Design
25. Preliminary Electrical Design Started
26. Review/Extract Cochran Recommendations
27. 4/23/19 Scope Clarification Meeting
28. Prepare Construction Cost Estimate

TOTAL.....\$179,095.28



APPENDIX B

Previously Invoiced Engineering Services **Which Need Redone to Conform with Cochran's Recommendations**

| <u>Items</u> | <u>Hours</u> | <u>Rate</u> | <u>Item Total</u> |
|---|---------------------|--------------------|--------------------------|
| 1. Shift Space Investigation | 4 | \$ 142.95 (2018) | \$ 571.80 |
| 2. Basement Investigation (1) | 8 | 142.95 (2018) | 1,143.60 |
| 3. Basement Investigation (1) | 8 | 85.35 (2018) | 682.80 |
| 4. Cross Sections | 120 | 85.35 (2018) | 10,242.00 |
| 5. Preliminary Grading Design | 75 | 85.35 (2018) | 6,401.25 |
| 6. Preliminary Stormwater Layout | 24 | 85.35 (2018) | 2,048.40 |
| 7. Preliminary Drainage Design | 26 | 85.35 (2018) | 2,219.10 |
| 8. Preliminary Lighting Investigation & Layout | 68 | 85.35 (2018) | 5,803.80 |
| 9. Preliminary Tree Layout | 18 | 85.35 (2018) | 1,536.30 |
| 10. London Plane Trees Investigation | 12 | 85.35 (2018) | 1,024.20 |
| 11. Silva Cells Investigation | 30 | 85.35 (2018) | 2,560.50 |
| 12. William Cochran Coordination | 15 | 85.35 (2018) | 1,280.25 |
| 13. Road Width Analysis | 12 | 85.35 (2018) | 1,024.20 |
| 14. Mechanic Street Bump Out | 15 | 85.35 (2018) | 1,280.25 |
| 15. Utility Relocation | 36 | 85.35 (2018) | 3,072.60 |
| 16. Woonerf Investigation | 12 | 85.35 (2018) | 1,024.20 |
| 17. Water Line Layout | 15 | 85.35 (2018) | 1,280.35 |
| 18. Review/Extract Cochran Recommendations | 20 | 88.50 (2019) | 1,770.00 |
| 19. Review/Extract Cochran Recommendations | 4 | 142.95 (2019) | 571.80 |
| 20. 4/23/19 Scope Clarification Meeting | 6 | 88.50 (2019) | 531.00 |
| 21. 4/23/19 Scope Clarification Meeting | 6 | 142.95 (2019) | 857.70 |
| 22. Prepare Construction Cost Estimate | 72 | 88.50 (2019) | 6,372.00 |
| 23. Prepare Construction Cost Estimate | 4 | 142.95 (2019) | 571.80 |
| 24. Prepare Change in Estimated Engineering Fee | 40 | 88.50 (2019) | 3,540.00 |
| 25. Prepare Change in Estimated Engineering Fee | 6 | 142.95 (2019) | 571.80 |
| | 756 Hrs | | \$58,285.60 |

TOTAL.....**\$ 58,285.60**

Notes:

1. As part of our due diligence, EADS performed an investigation of basements protruding under the public sidewalk. Due to lack of owner responses, the investigation required increased coordination efforts and multiple trips to Cumberland. This investigation proved to be more extensive than anticipated, therefore EADS is requesting a supplement for additional time spent on basement investigation.



PROJECT SCHEDULE

30 May 2019

| | |
|----------------------|---|
| JULY 2019 – DEC 2019 | DESIGN DEVELOPMENT (1ST SHA SUBMISSION) |
| JAN 2020 | SHA REVIEW #1 |
| FEB 2020 – MAR 2020 | PREPARE BID DOCUMENTS (2 ND SHA SUBMISSION) |
| APRIL 2020 | SHA REVIEW #2 |
| MAY 2020 | BIDDING PHASE |
| AUG 2020 | ISSUE NOTICE TO PROCEED |

Council Agenda Summary

Meeting Date: August 13, 2019

Agenda Item Number:

Key Staff Contact: Robert Smith, Kim Root

Item Title:

City Engineer to Execute change in work order with The EADS Group for the New Baltimore Street Final Design.

Summary:

The City's design consultant, the EADS Group, has request an increase in their engineering fees as permitted per our contract. EADS believes that the changes to the scope will require additional manhours/resources to complete the project and they are due a time extension in order to deliver comprehensive contract documents. The value of the original contract was finalized in September of 2017 for a total estimated cost of \$314,796. The Cochran study was provided to EADS on March 21,2019, and after reviewing the study, they requested an increase to the contract of \$311,450 (on 5/30/2019) to bring the total estimated design cost to \$626,246.

Issues and Considerations:

City Engineer to execute the agreement for change in work to add the additional fees and time to the current contract.

| | |
|---|-----------------------|
| <i>Fiscal Impact:</i> | |
| Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Budget: | 115.099M.20100 |
| Value of award: | \$311,450 |
| If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Match provisions: | Enter Text Here |
| Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.) | |

Item Attachment Documents:

Order No. 26,507 - authorizing Change Order No. 5 to the contract with Leonard S. Fiore, Inc. for the Phase 1 CSO Storage Facility at WWTP Project (01-10-WWTP) for an increased amount of \$2,820.83 and 102 additional non-compensable working days, bringing the new total contract amount to \$26,364,856.88

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

ORDER NO. 26,507

DATE: August 13, 2019

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with The EADS Group to cover additional engineering design services to address an additional scope of work for the New Baltimore Street Town Center Project (12-16-M); and

BE IT FURTHER ORDERED, that Change Order No. 1 be and is hereby approved in the increased estimated cost of Three Hundred Eleven Thousand, Four Hundred Fifty Dollars and Five Cents (\$311,450.05), bringing the total estimated design cost to Six Hundred Twenty-Six Thousand, Two Hundred Forty-Six Dollars and Fifty-Eight Cents (\$626,246.58).

Raymond M. Morriss, Mayor

Budget: 115.099M.20100

| | |
|---------------------|--------------|
| EADS original award | \$314,796.53 |
| Change Order No. 1 | + 311,450.05 |
| New Total | \$626,246.58 |

Date of Issuance: August 8, 2019

Owner: City of Cumberland, MD

Contractor: Leonard S. Fiore, Inc.

Engineer: Whitman, Requardt, and Associates, LLP

Project: Phase 1 CSO Storage Facility at the
Wastewater Treatment Plant

Effective Date: August 8, 2019

Owner's Contract No.: 01-10-WWTP

Contractor's Project No.: CT-0365

Engineer's Project No.: 13993-003

Contract Name: Phase 1 CSO Storage Facility at the
Wastewater Treatment Plant

The Contract is modified as follows upon execution of this Change Order:

- 1) Includes a non-compensable time extension of one hundred and two (102) working days or one hundred forty six (146) calendar days due to unforeseen weather conditions impacting critical path work items.
- 2) Includes Modifications of fill concrete at the pumping station and associated labor. See Attachment A5-1.

Attachments: Attachments A5-1

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable] |
|--|--|
| Original Contract Price: \$ <u>26,416,340.00</u> | Original Contract Times: Substantial Completion: <u>760</u> Ready for Final Payment: <u>820</u> days |
| [Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>4</u> : \$ <u>(54,303.95)</u> | [Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>4</u> : Substantial Completion: <u>60</u> Ready for Final Payment: <u>60</u> days |
| Contract Price prior to this Change Order: \$ <u>26,362,036.05</u> | Contract Times prior to this Change Order: Substantial Completion: <u>802</u> Ready for Final Payment: <u>862</u> days |
| [Increase] [Decrease] of this Change Order: \$ <u>2,820.83</u> | [Increase] [Decrease] of this Change Order: Substantial Completion: <u>146</u> Ready for Final Payment: <u>146</u> days |
| Contract Price incorporating this Change Order: \$ <u>26,364,856.88</u> | Contract Times with all approved Change Orders: Substantial Completion: <u>948</u> Ready for Final Payment: <u>1,008</u> days |

RECOMMENDED:
By: [Signature]
Engineer (if required)

Title: ASSOCIATE

Date: 8/8/2019

ACCEPTED:
By: _____
Owner (Authorized Signature)

Title

Date

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Title

Date

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

Please reference the Proj Name, Proj #, and applicable Submittal #'s, RFI#'s, etc. on all correspondence to Leonard S. Fiore, Inc.

PROJECT: Cumberland Tank (CSO Storage)**DATE:** 6/21/2019**PROJ #:** CT-0365**REF:** Change Request - PCO-009
: RFI #45 Changes to Fill
Concrete at Pump Station**TO:** Paul Rosol, III
Whitman, Requard & Assoc., LLP
801 South Carolina Street
Baltimore, MD 21231**WE ARE SENDING:**

- | | |
|--|---|
| <input type="checkbox"/> Shop drawings | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Letter | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Change Order | <input checked="" type="checkbox"/> Other: Change Request |

SUBMITTED FOR:

- | |
|---|
| <input type="checkbox"/> Approval |
| <input type="checkbox"/> Your use |
| <input type="checkbox"/> As Requested |
| <input type="checkbox"/> Review and Comment |

SENT VIA:

- | |
|---|
| <input type="checkbox"/> Attached |
| <input checked="" type="checkbox"/> Separate cover via: Email |

ACTION TAKEN:

- | |
|---|
| <input type="checkbox"/> Approved as Submitted |
| <input type="checkbox"/> Approved as Noted |
| <input type="checkbox"/> Returned for Corrections |
| <input checked="" type="checkbox"/> "Due Date: 7/5/2019 |
| <input type="checkbox"/> Revise & Resubmit |

| Item | Copies | Date | No. | Description | Status |
|----------------|--------|---------|---------|--|--------|
| Change Request | 1 | 6/21/19 | PCO-009 | RFI #45 Changes to Fill Concrete at Pump Station | None |

Please send all Change Order information to our new Change Management e-mail cm@lsfiore.com or to our office, attention Change Management. **** Please be advised that this is the only copy of the PCO that will be sent. We are no longer sending a hard copy. ******Notes:****CC:****Signed:**_____
Change Management (Leonard S. Fiore, Inc.)

Change Request

To: Whitman, Requardt & Associates
801 South Caroline Street
Baltimore, MD 21231
Attn: Paul Rosol, III

Number: PCO-009
Date: June 6, 2019
Job Description: Cumberland Tank

LSF Job Number: CT-0365

RE: RFI# 45 Changes to Fill concrete at Pump Station

See below and attached for scope and pricing related to these changes.

Changes to Fill concrete at Pump Station as per RFI#45.

The total amount to provide this work is **\$2,820.83**

If you have any questions, please contact me at 814-946-3686

Submitted by: Michael L. Fiore
Director, Project Management



CHANGE ORDER SUMMARY

PCO-009 - RFI# 45 Changes to Fill concrete at Pump Station

CONTRACTOR NAME****

| Contractor/Subcontractor Name | Total (from cost breakdown) | Markup on sub (if applicable)** | Total |
|-------------------------------|--------------------------------|------------------------------------|------------|
| 1. Leonard S. Fiore, Inc. | \$2,792.90 | | \$2,792.90 |
| 2. | | | \$0.00 |
| 3. | | | \$0.00 |
| 4. | | | \$0.00 |
| 5. | | | \$0.00 |
| 6. | | | \$0.00 |
| 7. | | | \$0.00 |

Total (L/M/E/S) \$2,792.90

Bond \$27.93

TOTAL THIS CHANGE \$2,820.83

COST BREAKDOWN

CONTRACTOR NAME

PRIME

Leonard S. Fiore, Inc.

LABOR COST

| Classification | Certified Payroll Base Rate * | Fringe Benefits (as defined by L&I) * | Total Hourly Rate | Hours | Total |
|----------------|-------------------------------|---------------------------------------|-------------------|-------|------------|
| Carpenter | \$27.86 | \$15.25 | \$43.11 | 44 | \$1,896.84 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |

Sub-Total \$1,896.84

On Base Labor Rate
ONLY

| | | |
|------------------------------|--------|----------|
| Social Security @ | 7.65% | \$93.78 |
| Medicare @ | 0.80% | \$9.81 |
| Unemployment @ | 10.89% | \$133.49 |
| Workman's Compensation @ | 9.63% | \$118.05 |
| Public Liability Insurance @ | 2.23% | \$27.34 |
| Small Tools @ | 2.00% | \$24.52 |

Sub-Total \$406.98

** Labor Markup (15.00%) \$345.57

TOTAL LABOR \$2,649.39

MATERIAL COST (attach material list if necessary, insert totals as shown)

| Item | Quantity | Unit | Unit Cost | Total Cost |
|----------------------|----------|------|-----------|------------|
| 4 x 8 x 3/4" Formply | 64 | sf | \$1.40 | \$89.60 |
| 2 x 4 x 16 Lumber | 32 | lf | \$0.85 | \$27.20 |
| 3" Coarse Screws | 1 | lb | \$0.93 | \$0.93 |

Sub-Total \$117.73

**Applicable Sales Tax \$7.06

** Material Markup (15.00%) \$18.72

MATERIAL TOTAL \$143.51

EQUIPMENT COST (equipment cost for owned equipment (depreciation, insurance, etc.) or documentation supporting lease of equipment)

| Classification | Hour Rate | Hours | Total Cost |
|----------------|-----------|-------|------------|
| | | | |
| | | | |

Sub-Total \$0.00

** Equipment Markup (15.00%) \$0.00

EQUIPMENT TOTAL \$0.00

LME TOTAL \$2,792.90



RESPONSE to R.F.I.

Date Received: 3/7/19

Date Responded: 3/14/19

To: Chris Makdad (Leonard S. Fiore, Inc.)

From: Max Hernandez (WRA)

Subject: Swale Detail PS

Work Order Number: 13993-003

Contract Number: 01-10-WWTP

Project: City of Cumberland Phase 1 CSO
Storage Facility at WWTP

R.F.I. Number: 45

Contractor Question:

See attached.

WRA Response:

The intention for the area in question was to be angled. Contractor shall match rebar and concrete from Contract Drawing S02.07 and the angle shown on sheet M02.06. Instead of making the angle at EL. 567.00, Contractor shall make the angle at EL.570.00 and finish at EL.575.50 as shown in the drawing attached.



CITY OF
CUMBERLAND
MARYLAND

ENGINEERING DEPARTMENT

PROJECT TITLE
CDS STORAGE FACILITY AT THE
WASTEWATER TREATMENT PLANT



DRAWING TITLE
PUMP
STATION/VENTILATION
BUILDING - SECTIONS

GRAPHIC SCALE
0 2 4 6
SCALE 1/4" = 1'-0"

FOR LIST OF REVISIONS SEE SHEET
2 FOR GENERAL LEGEND AND
ABBREVIATIONS SEE SHEET 3 AND
REVISIONS SEE SHEET 4

REVISION
NO. DATE

REFERENCE DRAWING
NO.

DESIGNED BY
DRAWN BY
CHECKED BY
DATE

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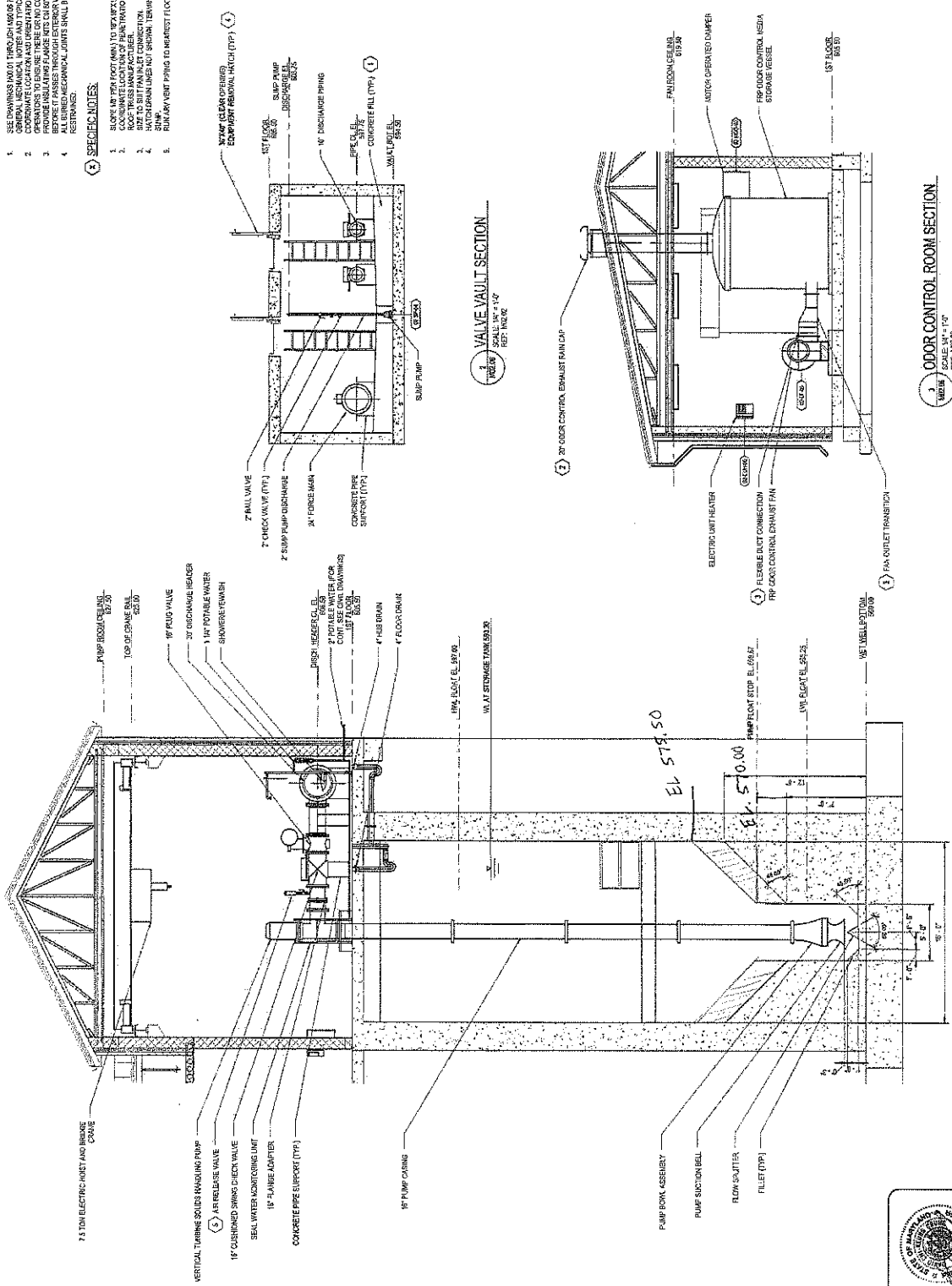
DESIGNED BY
DRAWN BY
CHECKED BY
DATE

DRAWING NOTES:

1. SEE DRAWINGS AND NOTES FOR GENERAL MECHANICAL NOTES AND TYPICAL DETAILS
2. COORDINATE LOCATION AND ORIENTATION OF VALVE
3. PROVIDE INSULATING FLANGE NITS ON ALL TRUST
4. BEFORE IT PASSES THROUGH EXTERIOR WALL
5. PROVIDE MECHANICAL JOINTS SHALL BE RESTRAINED

SPECIFIC NOTES:

1. SLOPE 1/8" PER FOOT (MIN) TO NEAREST SUMP
2. COORDINATE LOCATION OF PENETRATION WITH
3. SIZE TO FIT FAN INLET CONNECTION
4. WATCH DRAIN LINES NOT SHOWN, TERMINATE AT
5. RUN AWAY VENT PIPING TO NEAREST FLOOR DRAIN



1. VALVE VAULT SECTION
SCALE: 1/4" = 1'-0"
REF: MD-22

2. ODOR CONTROL ROOM SECTION
SCALE: 1/4" = 1'-0"
REF: MD-22

SECTION
1. WATER
SCALE: 1/4" = 1'-0"
REF: MD-22



APPROVED FOR CONSTRUCTION (SEAL) (SEE SHEET 1) AND FOR CONSTRUCTION
BASIC INFORMATION FOR THE PROJECT (SEE SHEET 1) AND FOR CONSTRUCTION
BASIC INFORMATION FOR THE PROJECT (SEE SHEET 1) AND FOR CONSTRUCTION
BASIC INFORMATION FOR THE PROJECT (SEE SHEET 1) AND FOR CONSTRUCTION



REQUEST FOR INFORMATION
NO. 45

DEDICATED TO EXCELLENCE
5506 SIXTH AVENUE REAR ALTOONA, PA 16602 PH: (814) 946-3686
www.lsfire.com Main FX: (814) 946-5285 Proj Mgmt FX: (814) 946-3526

TITLE: Swale detail @ Pump Station
PROJECT: CT-0365 Cumberland Tank (CSO Storage)

DATE: 3/7/2019
JOB: CT-0365

To: Monika BlassinoWhitman, Requar
Whitman, Requardt & Associates
801 South Caroline Street, Bal, MD 21231

REQUIRED: 3/8/2019
STATUS: Open

PLEASE PROVIDE AN EXPEDITED RESPONSE AS WE ARE IN THIS AREA WORKING.

CC:

REQUEST:

Please see the attached drawings M02.02 and M02.04. Please advise if it was intended for the clouded area to be flat. Our concern is that this will be shelf for waste and debris to accumulate. Note that if this detail is to be modified to a slope we will need to have it detailed and dimensioned for construction and pricing for a potential cost increase in materials (concrete and rebar).

Received from: Chris Makdad (Leonard S. Fiore, Inc.)

Requested by: Leonard S. Fiore, Inc.

Signed:

Chris Makdad

Date:

3/7/19

ANSWER:

Answered by

Company

Date



ENGINEERING DEPARTMENT

PROJECT TITLE

PHASE I



Requardt & Associates, LLP

**PUMP
STATION/VENTILATION
BUILDING - LOWER
LEVEL PLAN**

GRAPHIC SCALE



FOR LIST OF DRAWINGS SEE SHEET
2. FOR GENERAL LEGEND AND
ABBREVIATIONS SEE SHEET 3 AND

| | | |
|----------|-----|------|
| REVISION | No. | DATE |
| | | |
| | | |
| | | |

| | |
|-------------------|-----|
| REFERENCE DRAWING | No. |
| | |
| | |
| | |
| | |

[illegible]

| | |
|------------------|-----------------|
| DESIGNED BY: BPW | SURVEYED BY: |
| DRAWN BY: BPW | FIELD BOOK No.: |
| CHECKED BY: DCC | TRACED BY: |

| SCALE | As indicated |
|-------|--------------|
| | |

DATE: JULY 2015

DWG.: M02.02

CITY PROJ. NO.
01-10-WWTP

SHEET 94 OF 135

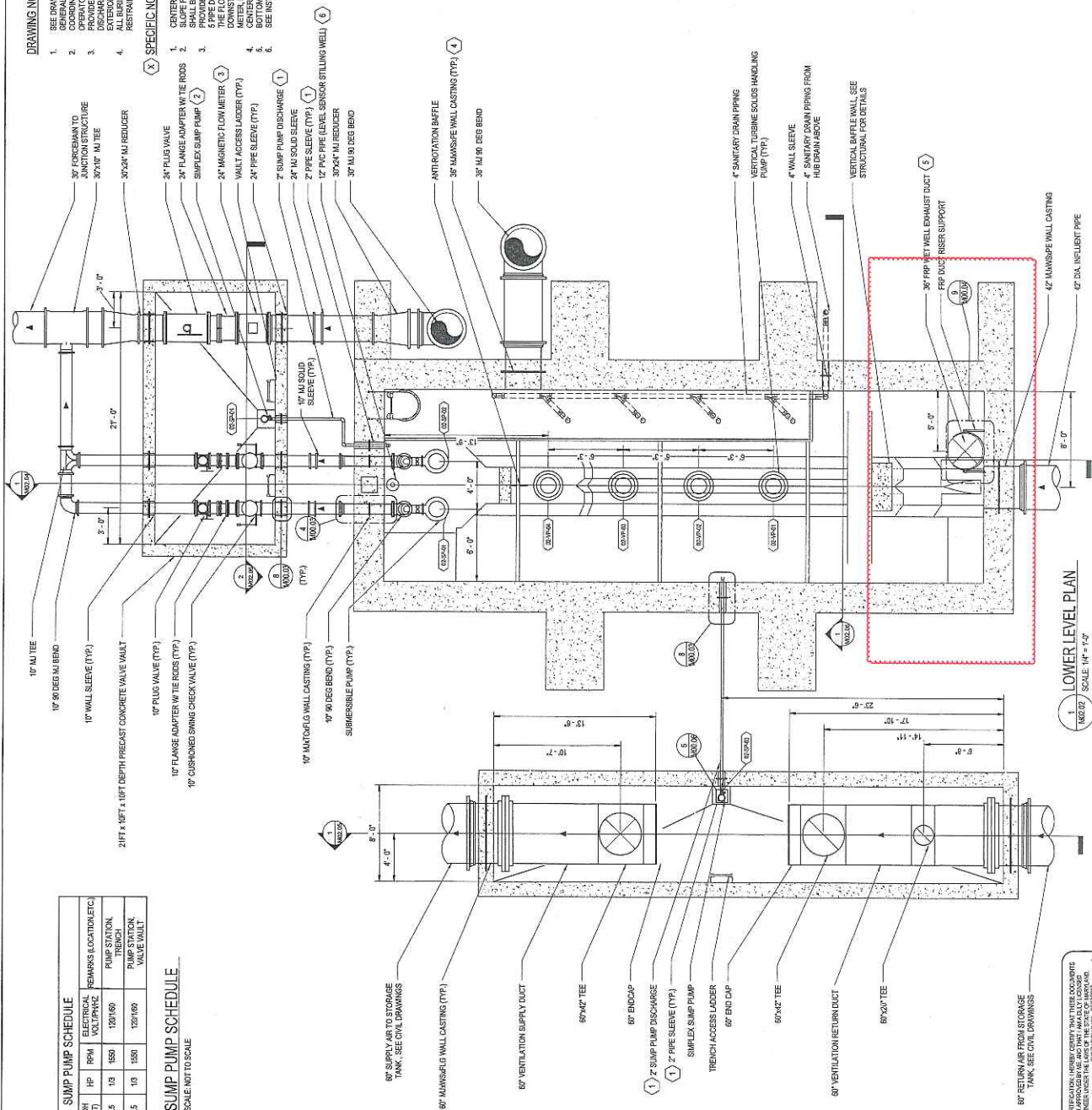
CITY DRAWING REFERENCE NUMBER: C2500

DRAWING NOTES:

- SEE DRAWINGS M00.01 THROUGH M00.05 FOR
GENERAL MECHANICAL NOTES AND TYPICAL DETAILS.
COORDINATE LOCATION AND ORIENTATION OF VALVE
OPERATORS TO ENSURE THERE OR NO CONFLICTS.
PROVIDE INSULATING FLANGE KITS ON 10" AND 30"
DISCHARGE PIPING BEFORE IT PASSES THROUGH
EXTERIOR WALL.
ALL BURIED MECHANICAL JOINTS SHALL BE
RESTRAINED

SPECIFIC NOTES:

1. CENTERLINE EL. 903.75
2. SLOPE FLOOR 16" PER FOOT TO SUMP. SUMP SHALL BE 18"X18"X16".
3. PROVIDE MAGNETIC FLOW METER W/ A MINIMUM OF 5 PIPE DIAMETERS UPSTREAM OF THE CENTER OF THE FLOW METER AND 2 PIPE DIAMETERS DOWNSTREAM. PROVIDE SPOOL PIECE FOR FLOW METER. LABEL "FM SPOOL".
4. CENTERLINE EL. 588.50.
5. BOTTOM OF DUCT SHALL TERMINATE AT EL. 590.00. SEE INSTRUMENTATION DRAWINGS FOR DETAIL.



1 LOWER LEVEL PLAN

| SUMP PUMP SCHEDULE | | | | | | |
|--------------------|---------------|-------------|-----|------|--------------------------|------------------------------|
| UNIT I.D. | FLOW (GPM) | TDH (FT) | HP | RPM | ELECTRICAL VOLT/PH/Hz | REMARKS (LOCATION, ETC.) |
| 02-SP-03 | 20 | 19.5 | 1/3 | 1550 | 120/1/60 | PUMP STATION, TRENCH |
| 02-SP-04 | 20 | 19.5 | 1/3 | 1550 | 120/1/60 | PUMP STATION, VALVE VAULT |

SUMP PUMP SCHEDULE

SCALE: NOT TO SCALE

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
 EXPIRATION DATE: 09/30/17
 EXPIRATION DATE: 09/30/17



4/8/2016 10:50:35 AM



ENGINEERING DEPARTMENT

PROJECT TITLE

PHASE I
CSO STORAGE FACILITY AT THE
WASTEWATER TREATMENT PLANT



DRIVING TITLE

PUMP

TATION/VENTILATION
BUILDING - SECTIONS

GRAPHIC SCALE



FOR LIST OF DRAWINGS SEE SHEET
2 FOR GENERAL LEGEND AND
ABBREVIATIONS SEE SHEET 3 AND
REFER TO NOTE 21

[illegible][illegible]

| | |
|------------------|-----------------|
| DESIGNED BY: BPW | SURVEYED BY: |
| DRAWN BY: LAQ | FIELD BOOK No.: |
| CHECKED BY: DCC | TRACED BY: |

SCALE 1/4" = 1'-0"

CITY PROJ. NO.
01-10-VWTP

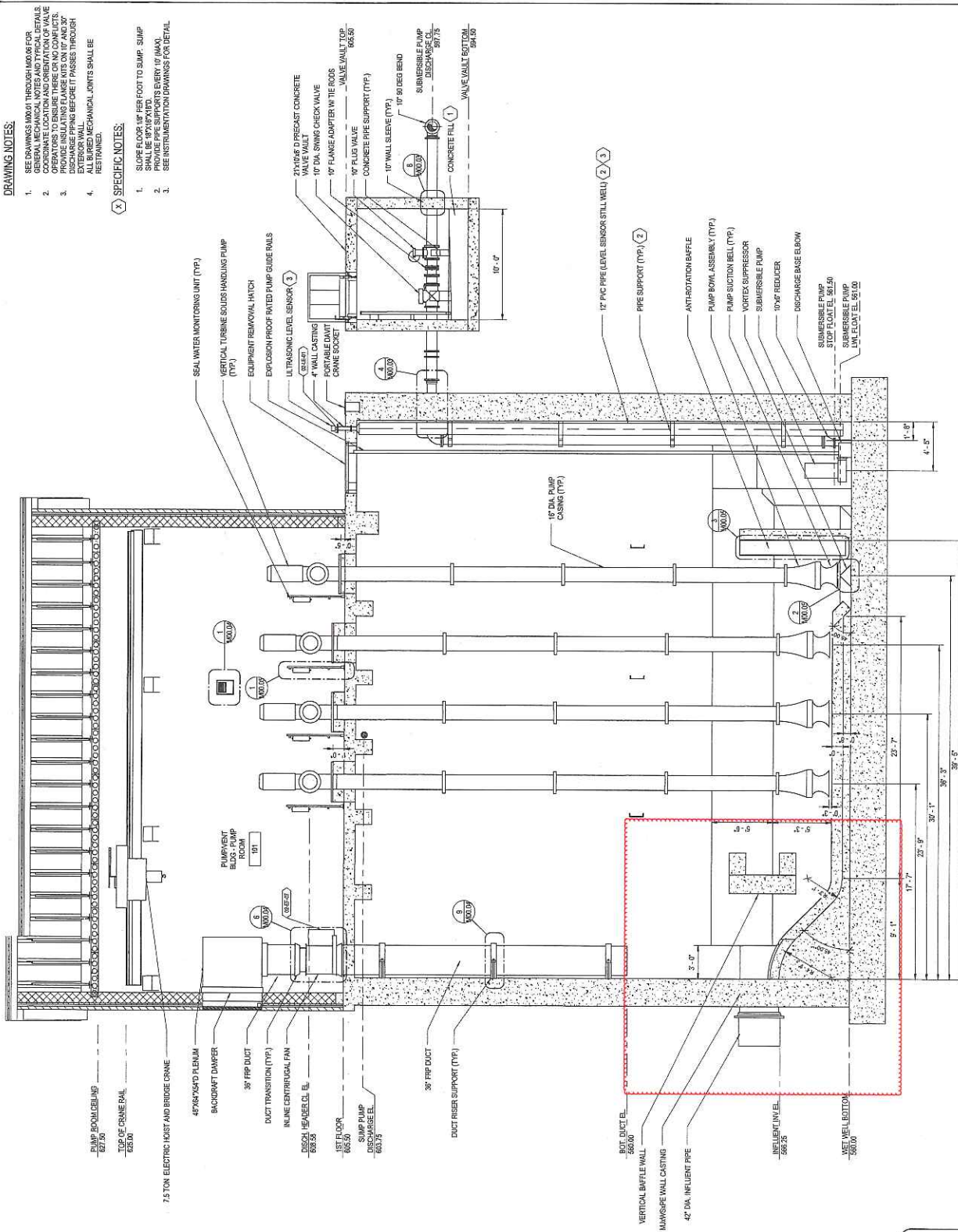
CITY DRAWING REFERENCE NUMBER: C2509

DRAWING NOTES:

- SEE DRAWINGS M00.01 THROUGH M00.06 FOR
GENERAL MECHANICAL NOTES AND TYPICAL DETAILS.
COORDINATE LOCATION AND ORIENTATION OF VALVE
OPERATORS TO ENSURE THERE ARE NO CONFLICTS.
PROVIDE INSULATING FLANGE KITS ON 10" AND 30"
DISCHARGE PIPING BEFORE IT PASSES THROUGH
EXTERIOR WALL.
ALL BURIED MECHANICAL JOINTS SHALL BE
RESTRAINED.

SPECIFIC NOTES:

1. SLOPE FLOOR 1/8" PER FOOT TO SUMP. SUMP SHALL BE 18"X16"X18".
2. PROVIDE PIPE SUPPORTS EVERY 10' (MAX). SEE INSTALLATION DRAWINGS FOR DETAILS.



SECTION
SCALE: 1/4" = 1'-0"
REF: M02.02



PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS
WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
EXPIRATION DATE: 05/11/2017
LICENSE NO.: 29228

JOB NAME Cumberland Tank
JOB NO. CT-0365
ADDRESS _____
SUPERVISOR Eric Ross

DAILY JOB REPORT

DATE _____ WEATHER _____
TEMPERATURE _____ AM _____ PM _____
SEE REVERSE SIDE FOR ADDITIONAL SPACE ►

| EMPLOYEES | EMPLOYEE / CLASSIFICATION | | RATE | HRS. | WORK PERFORMED |
|-----------|---------------------------|---------|------|------|-----------------------------|
| | Randy Goyer | 4-3-19 | | 4 | Revamp Rebar N+S Fill Conc. |
| | Dale Wannyn | 4-3-19 | | 8 | > Form Conc Fill South |
| | Bill Adams | 4-3-19 | | 8 | |
| | Bill Adams | 4-8-19 | | 4 | Strip Formwork |
| | | | | | |
| | Dale Wannyn | 4-11-19 | | 8 | > Form Conc Fill North |
| | Bill Adams | 4-11-19 | | 8 | |
| | Bill Adams | 4-16-19 | | 4 | Strip Formwork |

| MATERIAL | QTY. | MATERIAL RECEIVED | QTY. | MATERIAL USED |
|----------|------|--------------------|------|---------------|
| | 2 | 4x8 x 3/4" Formply | | ✓ |
| | 2 | 2x4 x 16'-0" SPR | | ✓ |
| | 116 | 3" Coarse Screws | | ✓ |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| EQUIPMENT | ON PROJECT | | HRS. | RENTED | | RATE | HRS. |
|-----------|------------|--|------|--------|--|------|------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| SUBCONT. | NAME | | WORK PERFORMED | |
|----------|------|--|----------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

DESCRIPTION OF WORK

* Changes to Fill Concrete Profile at Pump station

- Cut/Remove Existing Rebar Per Contract Drawings
- Install Revised Rebar Per WRA Reply.
- Install Revised Form Work N+S Side.
- Strip Form Work

OK For Time & Material Only
STW

Council Agenda Summary

Meeting Date: August 13, 2019

Agenda Item Number:

Key Staff Contact: Robert Smith, Kim Root

Item Title:

Execute change order no. 5 for the current contract with Leonard S. Fiore, Inc for City Project 01-10-WWTP

Summary:

This change order no. 5 includes a non- compensable time extension of one hundred and two (102) working days due to unforeseen weather conditions impacting critical path work items. And also included modification of fill concrete at the pumping station in the increased amount of \$2,820.83.

Issues and Considerations:

City Administrator to execute change order no. 5.

| | |
|---|---|
| <i>Fiscal Impact:</i> | |
| Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Budget: | 003.399CS.63000 |
| Value of award: | \$2,820.83 |
| If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If grant funding is being used, does it require a City match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Match provisions: | 87.5% Grant / 12.5% Loan (MDE Reimbursements) |
| Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.) | |

Item Attachment Documents:

Order No. 26,508 - rescinding Order No. 26,426 authorizing execution of a Cooperation Agreement pertaining to River Bend Court, LP and authorizing execution of Cooperation Agreements with The Housing Authority for the City of Cumberland to update and standardize the terms of public housing development agreements for Banneker Gardens, River Bend Court, LP, Wills Creek View, LP, Fort Cumberland Homes, John F. Kennedy Homes, Jane Frazier Village, Queen City Tower, and Willow Valley Apartments

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


ORDER NO. 26,426

DATE: March 19, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Cooperation Agreement by and between River Bend Court, LP and the Mayor and City Council of Cumberland outlining terms and conditions by which River Bend Court, LP shall make payments in lieu of taxes for public services and facilities furnished for or with respect to the redevelopment of River Bend Court (formerly Fort Cumberland Homes); and

BE IT FURTHER ORDERED, that execution of this Cooperation Agreement shall be subject to final review by the City Solicitor.



Raymond M. Morriss, Mayor

MAR 19 2019

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

ORDER NO. 26,508

DATE: August 13, 2019

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

THAT, Order No. 26,426, passed March 19, 2019, authorizing execution of a Cooperation Agreement pertaining to River Bend Court, LP be and is hereby rescinded; and

BE IT FURTHER ORDERED, that, the Mayor be and is hereby authorized to execute Cooperation Agreements by and between The Housing Authority for the City of Cumberland and the Mayor and City Council of Cumberland to update and standardize the terms of agreements for the following public housing developments in the City of Cumberland:

1. Banneker Gardens
2. River Bend Court, LP
3. Wills Creek View, LP
4. Fort Cumberland Homes
5. John F. Kennedy Homes
6. Jane Frazier Village
7. Queen City Tower
8. Willow Valley Apartments

Raymond M. Morriss, Mayor



The Cumberland Housing Group

Cumberland Housing Alliance, Inc.
Housing Authority of the City of Cumberland
Cumberland Neighborhood Housing Services, Inc.

June 19, 2019

Mayor and City Council
57 North Liberty Street
Cumberland, MD 21502

Mayor Morriss and Council Members,

During the past several months, the Housing Authority of the City of Cumberland has been busy with our acquisition of the Housing Authority of Allegany County and our work to begin converting our Public Housing developments to the RAD program and preparing for rehabilitation of the sites. As part of that process, we have discovered various documents and agreements which require updating and more importantly some standardization. One such agreement which is an essential document required by HUD for each public housing development is known as the Cooperation Agreement. The first such agreement was entered into between the City and Housing Authority in July 1950 followed by the County with various amendments made over the years with no two development agreements the same.

As part of our cleanup effort, one standard agreement has been developed by our attorney which started with the HUD required language. That was followed with input provided by the City Administrator Jeff Rhodes, City Attorney Mike Cohen, Allegany County Administrator Brandon Butler, Allegany County Finance Director Jason Bennett and the Housing Authority Attorney Mike Llewellyn.

As a result of this combined effort, I hereby present to you a standardized Cooperation Agreement for the following public housing developments in Allegany County:

Jane Frazier Village
Fort Cumberland Homes
John F. Kennedy Homes
Queen City Tower
Banneker Gardens
Willow Valley Apartments

As we move from the Public Housing program to the RAD program, a new agreement will be needed for each development which represents the new ownership structure and the new development names. Otherwise, as part of this proposal for a



635 East First Street, Cumberland, MD 21502-4362

Office 301-724-6606 Fax 301-724-8731

www.CumberlandHousing.org

 Cumberland Housing



standardized format, the Cooperation Agreement would remain the same. I have included a revised agreement for the River Bend Court LP (Fort Cumberland Homes) in the new format and one for Wills Creek View LP (John F. Kennedy Homes).

The result of these updated agreements will be:

1. All Cooperation Agreements will have standardized contents;
2. Less confusion will exist as to what is and is not in each document executed between the Housing Authority and the City/County;
3. All entities will have a current and relevant document for each Housing Authority development;
4. The standardization will have a minimal financial impact upon any one of the three entities involved;
5. As the local government agency which provides affordable housing support and services to both the City and County governments and their citizens, we will continue to provide those services in the future.

We now move to the approval and execution phase of the process. I am requesting that the Mayor and Council approve the adoption of these eight Cooperation Agreements and execute as soon as possible as some are being immediately requested by HUD for the developments which have been transferred from the County Housing Authority. I have included two copies of each development's Cooperation Agreement which I have already executed. One copy is for your entity and the other is for the Housing Authority. Contact me when completed and I will pick them up.

Should you have any questions or need me to attend any meeting please contact me. Thank you to those previously mentioned for your cooperation in this process and we look forward to working with you in the future on other endeavors.

Sincerely,



Steven J. Kesner
President/CEO

COOPERATION AGREEMENT

Banneker Gardens

This Cooperation Agreement (“Agreement”) entered into this ____ day of _____, 2019, by and between **The Housing Authority for the City of Cumberland** (referred to as the Local Authority) and the **Mayor and City Council of Cumberland** (referred to as the City), witnesseth:

WHEREAS, The Local Authority received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 300 units of low-rent housing that were developed and are located within the corporate limits of the City of Cumberland in Allegany County Maryland;

WHEREAS, The Local Authority and City entered into a Cooperation Agreement on July 17, 1950 and amended since then, providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, the Local Authority also entered into an identical Cooperation Agreement with Allegany County, Maryland (referred to as the County);

WHEREAS, thirty (30) of these units were originally located in the development referred to as Benjamin Banneker Apartments which was demolished in 2007 and replaced with twenty-five (25) units in the development referred to as Banneker Gardens, located at 326 Frederick Street; and

WHEREAS, in an effort to update and streamline the multiple existing Agreements, the parties wish to enter into this new Cooperation Agreement and the Local Authority will enter into an identical agreement with Allegany County.

NOW THEREFORE THE PARTIES HEREBY AGREE:

(1) Whenever used in this agreement:

- (a) The term “project” shall mean those 25 units of low-rent housing known as Banneker Gardens previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
- (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including the City) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
- (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
- (d) The term “slum” shall mean any area where unsafe and insanitary dwelling units predominate i.e. which by reason of dilapidation, overcrowding, faulty arrangement of design, lack of

ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health or morals.

- (2) Local Authority shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake the administration of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either:
 - (a) such project is used for low-rent housing purpose; or
 - (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, in connection with such project, remains in force or effective; or
 - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, City agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon Local Authority with respect thereto.

During such period the Local Authority shall make annual payments (herein called Payments In Lieu Of Taxes) in lieu of such taxes, special assessments, fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by Local Authority in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this co-operative agreement, whichever amount is the lower; provided, however, that upon failure of Local Authority to make any such payments in lieu of taxes, no lien against any project or assets of Local Authority shall attach.

The City agrees that payments in lieu of taxes made under this contract shall be distributed annually as follows: 20% to Allegany County, and 80% to the City of Cumberland; provided, however, that the total payment for any year made to the City shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said County shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the Local Authority to the City, provided for herein with respect to the project, shall be made by the Local Authority and accepted by the City only as long as:

- (a) The project shall be owned and used for the provision of rental housing and “service facilities” as permitted section 7-505 of the Tax Property Article of the Annotated Code of

Maryland, as amended from time to time;

- (b) The Local Authority, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which the City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) From time to time, upon the request of the City, the Local Authority provides the City or its authorized representative, all financial and other information required by the City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the Local Authority nor any successor-in-interest to the Local Authority with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of (a) the full assessed value of the said property, any other real estate owned by the Local Authority which is subject to this Agreement; and (b) real estate taxes due and payable to the City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the Local Authority from taking full advantage of any program that would result in a reduction or elimination of the Local Authority or its successor-in-interest's real estate taxes that are due and payable to any entity other than the City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.

- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between Local Authority and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such project (other than the payments in lieu of taxes) shall;
 - (a) Furnish or cause to be furnished to the Local Authority and the tenants of such project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services; maintenance and repair of public streets, alleys, sidewalks, sewer and water systems; snow removal; garbage and trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and adequate sewer services for such project; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;

- (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right to exercise discretion when applicable law allows for the exercise of such discretion, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project;
 - (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City's interests; and
 - (d) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such project, provided they are not contrary to the City's interests
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the Local Authority to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City Code. Therefore, the Local Authority shall not be subject to the City's rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City Code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
- (6) If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the Local Authority, or to any project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
- (7) No co-operation agreement heretofore entered into between the City and the Local Authority or the Local Authority shall be construed to apply to any project covered by this Agreement.
- (8) So long as any contract between the Local Authority and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the Local Authority or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.
- (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all.
- (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany County,

Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.

- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, the City and the Local Authority have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

THE HOUSING AUTHORITY OF THE
CITY OF CUMBERLAND, MARYLAND

By: _____
STEVEN J. KESNER
President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
RAYMOND M. MORRISS
Mayor

COOPERATION AGREEMENT

Queen City Tower

This Cooperation Agreement (“Agreement”) entered into this ____ day of _____, 2019, by and between **The Housing Authority for the City of Cumberland** (referred to as the Local Authority) and the **Mayor and City Council of Cumberland** (referred to as the City), witnesseth:

WHEREAS, The Local Authority received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 200 units of low-rent housing that were developed and are located within the corporate limits of the City of Cumberland in Allegany County Maryland;

WHEREAS, The Local Authority and City entered into a Cooperation Agreement on May 10, 1963 and amended since then, providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, the Local Authority also entered into an identical Cooperation Agreement with Allegany County, Maryland (referred to as the County);

WHEREAS, ninety-five (95) of these units are located in the development referred to as Queen City Tower located at 235 Paca Street; and

WHEREAS, in an effort to update and streamline the multiple existing Agreements, the parties wish to enter into this new Cooperation Agreement and the Local Authority will enter into an identical agreement with Allegany County.

NOW THEREFORE THE PARTIES HEREBY AGREE:

(1) Whenever used in this agreement:

- (a) The term “project” shall mean those 95 units of low-rent housing known as Queen City Tower previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
- (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including the City) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
- (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
- (d) The term “slum” shall mean any area where unsafe and insanitary dwelling units predominate i.e. which by reason of dilapidation, overcrowding, faulty arrangement of design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to

safety, health or morals.

- (2) Local Authority shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake the administration of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either:
 - (a) such project is used for low-rent housing purpose; or
 - (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, in connection with such project, remains in force or effective; or
 - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, City agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon Local Authority with respect thereto.

During such period the Local Authority shall make annual payments (herein called Payments In Lieu Of Taxes) in lieu of such taxes, special assessments, fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by Local Authority in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this co-operative agreement, whichever amount is the lower; provided, however, that upon failure of Local Authority to make any such payments in lieu of taxes, no lien against any project or assets of Local Authority shall attach.

The City agrees that payments in lieu of taxes made under this contract shall be distributed annually as follows: 20% to Allegany County, and 80% to the City of Cumberland; provided, however, that the total payment for any year made to the City shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said County shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the Local Authority to the City, provided for herein with respect to the project, shall be made by the Local Authority and accepted by the City only as long as:

- (a) The project shall be owned and used for the provision of rental housing and "service facilities" as permitted section 7-505 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time;

- (b) The Local Authority, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which the City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) From time to time, upon the request of the City, the Local Authority provides the City or its authorized representative, all financial and other information required by the City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the Local Authority nor any successor-in-interest to the Local Authority with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of (a) the full assessed value of the said property, any other real estate owned by the Local Authority which is subject to this Agreement; and (b) real estate taxes due and payable to the City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the Local Authority from taking full advantage of any program that would result in a reduction or elimination of the Local Authority or its successor-in-interest's real estate taxes that are due and payable to any entity other than the City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.

- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between Local Authority and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such project (other than the payments in lieu of taxes) shall;
 - (a) Furnish or cause to be furnished to the Local Authority and the tenants of such project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services; maintenance and repair of public streets, alleys, sidewalks, sewer and water systems; snow removal; garbage and trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and adequate sewer services for such project; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;
 - (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right to exercise discretion when applicable law allows for the exercise of such discretion, grant

such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project;

- (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City's interests; and
 - (d) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such project, provided they are not contrary to the City's interests
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the Local Authority to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City Code. Therefore, the Local Authority shall not be subject to the City's rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City Code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
- (6) If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the Local Authority, or to any project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
- (7) No co-operation agreement heretofore entered into between the City and the Local Authority or the Local Authority shall be construed to apply to any project covered by this Agreement.
- (8) So long as any contract between the Local Authority and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the Local Authority or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.
- (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all.
- (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany County, Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.

- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, the City and the Local Authority have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

THE HOUSING AUTHORITY OF THE
CITY OF CUMBERLAND, MARYLAND

By: _____
STEVEN J. KESNER
President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
RAYMOND M. MORRISS
Mayor

COOPERATION AGREEMENT

Willow Valley Apartments

This Cooperation Agreement (“Agreement”) entered into this ____ day of _____, 2019, by and between **The Housing Authority for the City of Cumberland** (referred to as the Local Authority) and the **Mayor and City Council of Cumberland** (referred to as the City), witnesseth:

WHEREAS, The Housing Authority of Allegany County received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 34 units of low-rent housing that were developed and are located at 701 Furnace Street within the corporate limits of the City of Cumberland in Allegany County Maryland referred to as the County Infirmary Elderly Housing Project/Willow Valley Apartments;

WHEREAS, The Housing Authority of Allegany County and the County entered into a Cooperation Agreement on January 20, 1982, providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, the Housing Authority of Allegany County also entered into an identical Cooperation Agreement with the City of Cumberland, Maryland (referred to as the City);

WHEREAS, with the approval of HUD, the City and the County, the Housing Authority of Allegany County was transferred into the Local Authority effective April 1, 2019 with no change in mission, program affiliation or general operations; and

WHEREAS, in an effort to update and streamline the multiple existing Agreements, the parties wish to enter into this new Cooperation Agreement and the Local Authority will enter into an identical agreement with Allegany County.

NOW THEREFORE THE PARTIES HEREBY AGREE:

(1) Whenever used in this agreement:

- (a) The term “project” shall mean those 34 units of low-rent housing known as Willow Valley Apartments previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
- (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including the City) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
- (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

- (d) The term “slum” shall mean any area where unsafe and insanitary dwelling units predominate i.e. which by reason of dilapidation, overcrowding, faulty arrangement of design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health or morals.
- (2) Local Authority shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake the administration of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either:
 - (a) such project is used for low-rent housing purpose; or
 - (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, in connection with such project, remains in force or effective; or
 - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, City agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon Local Authority with respect thereto.

During such period the Local Authority shall make annual payments (herein called Payments In Lieu Of Taxes) in lieu of such taxes, special assessments, fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by Local Authority in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this co-operative agreement, whichever amount is the lower; provided, however, that upon failure of Local Authority to make any such payments in lieu of taxes, no lien against any project or assets of Local Authority shall attach.

The City agrees that payments in lieu of taxes made under this contract shall be distributed annually as follows: 20% to Allegany County, and 80% to the City of Cumberland; provided, however, that the total payment for any year made to the City shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said County shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the Local Authority to the City, provided for herein with respect to the project, shall be made by the Local Authority and accepted by the City only as long as:

- (a) The project shall be owned and used for the provision of rental housing and “service facilities” as permitted section 7-505 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time;
- (b) The Local Authority, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which the City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) From time to time, upon the request of the City, the Local Authority provides the City or its authorized representative, all financial and other information required by the City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the Local Authority nor any successor-in-interest to the Local Authority with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of (a) the full assessed value of the said property, any other real estate owned by the Local Authority which is subject to this Agreement; and (b) real estate taxes due and payable to the City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the Local Authority from taking full advantage of any program that would result in a reduction or elimination of the Local Authority or its successor-in-interest’s real estate taxes that are due and payable to any entity other than the City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.

- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between Local Authority and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such project (other than the payments in lieu of taxes) shall;
 - (a) Furnish or cause to be furnished to the Local Authority and the tenants of such project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services; maintenance and repair of public streets, alleys, sidewalks, sewer and water systems; snow removal; garbage and trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and adequate sewer services for such project; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other

dwellings and inhabitants in City;

- (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right to exercise discretion when applicable law allows for the exercise of such discretion, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project;
 - (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City's interests; and
 - (d) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such project, provided they are not contrary to the City's interests
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the Local Authority to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City Code. Therefore, the Local Authority shall not be subject to the City's rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City Code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
- (6) If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the Local Authority, or to any project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
- (7) No co-operation agreement heretofore entered into between the City and the Local Authority or the Local Authority shall be construed to apply to any project covered by this Agreement.
- (8) So long as any contract between the Local Authority and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the Local Authority or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.
- (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all.

- (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany County, Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.
- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, the City and the Local Authority have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

THE HOUSING AUTHORITY OF THE
CITY OF CUMBERLAND, MARYLAND

By: _____
STEVEN J. KESNER
President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
RAYMOND M. MORRISS
Mayor

COOPERATION AGREEMENT

Fort Cumberland Homes

This Cooperation Agreement (“Agreement”) entered into this ____ day of _____, 2019, by and between **The Housing Authority for the City of Cumberland** (referred to as the Local Authority) and the **Mayor and City Council of Cumberland** (referred to as the City), witnesseth:

WHEREAS, The Local Authority received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 300 units of low-rent housing that were developed and are located within the corporate limits of the City of Cumberland in Allegany County Maryland;

WHEREAS, The Local Authority and City entered into a Cooperation Agreement on July 17, 1950, and amended since then, providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, the Local Authority also entered into an identical Cooperation Agreement with Allegany County, Maryland (referred to as the County);

WHEREAS, eighty (80) of these units are located in the development referred to as Fort Cumberland Homes located within the area bordered by West Oldtown Road and Lamont Street; and

WHEREAS, in an effort to update and streamline the multiple existing Agreements, the parties wish to enter into this new Cooperation Agreement and the Local Authority will enter into an identical agreement with Allegany County.

NOW THEREFORE THE PARTIES HEREBY AGREE:

(1) Whenever used in this agreement:

- (a) The term “project” shall mean those 80 units of low-rent housing known as Fort Cumberland Homes previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
- (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including the City) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
- (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
- (d) The term “slum” shall mean any area where unsafe and insanitary dwelling units predominate i.e. which by reason of dilapidation, overcrowding, faulty arrangement of design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to

safety, health or morals.

- (2) Local Authority shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake the administration of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either:
 - (a) such project is used for low-rent housing purpose; or
 - (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, in connection with such project, remains in force or effective; or
 - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, City agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon Local Authority with respect thereto.

During such period the Local Authority shall make annual payments (herein called Payments In Lieu Of Taxes) in lieu of such taxes, special assessments, fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by Local Authority in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this co-operative agreement, whichever amount is the lower; provided, however, that upon failure of Local Authority to make any such payments in lieu of taxes, no lien against any project or assets of Local Authority shall attach.

The City agrees that payments in lieu of taxes made under this contract shall be distributed annually as follows: 20% to Allegany County, and 80% to the City of Cumberland; provided, however, that the total payment for any year made to the City shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said County shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the Local Authority to the City, provided for herein with respect to the project, shall be made by the Local Authority and accepted by the City only as long as:

- (a) The project shall be owned and used for the provision of rental housing and “service facilities” as permitted section 7-505 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time;

- (b) The Local Authority, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which the City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) From time to time, upon the request of the City, the Local Authority provides the City or its authorized representative, all financial and other information required by the City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the Local Authority nor any successor-in-interest to the Local Authority with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of (a) the full assessed value of the said property, any other real estate owned by the Local Authority which is subject to this Agreement; and (b) real estate taxes due and payable to the City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the Local Authority from taking full advantage of any program that would result in a reduction or elimination of the Local Authority or its successor-in-interest's real estate taxes that are due and payable to any entity other than the City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.

- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between Local Authority and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such project (other than the payments in lieu of taxes) shall;
 - (a) Furnish or cause to be furnished to the Local Authority and the tenants of such project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services; maintenance and repair of public streets, alleys, sidewalks, sewer and water systems; snow removal; garbage and trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and adequate sewer services for such project; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;
 - (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right to exercise discretion when applicable law allows for the exercise of such discretion, grant

such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project;

- (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City's interests; and
 - (d) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such project, provided they are not contrary to the City's interests
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the Local Authority to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City Code. Therefore, the Local Authority shall not be subject to the City's rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City Code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
 - (6) If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the Local Authority, or to any project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
 - (7) No co-operation agreement heretofore entered into between the City and the Local Authority or the Local Authority shall be construed to apply to any project covered by this Agreement.
 - (8) So long as any contract between the Local Authority and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the Local Authority or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.
 - (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all.
 - (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany County, Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.

- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, the City and the Local Authority have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

THE HOUSING AUTHORITY OF THE
CITY OF CUMBERLAND, MARYLAND

By: _____
STEVEN J. KESNER
President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
RAYMOND M. MORRISS
Mayor

COOPERATION AGREEMENT

John F. Kennedy Homes

This Cooperation Agreement (“Agreement”) entered into this ____ day of _____, 2019, by and between **The Housing Authority for the City of Cumberland** (referred to as the Local Authority) and the **Mayor and City Council of Cumberland** (referred to as the City), witnesseth:

WHEREAS, The Local Authority received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 200 units of low-rent housing that were developed and are located within the corporate limits of the City of Cumberland in Allegany County Maryland;

WHEREAS, The Local Authority and City entered into a Cooperation Agreement on May 10, 1963 and amended since then, providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, the Local Authority also entered into an identical Cooperation Agreement with Allegany County, Maryland (referred to as the County);

WHEREAS, one hundred (100) of these units are located in the development referred to as John F. Kennedy Homes, located at 135 North Mechanic Street; and

WHEREAS, in an effort to update and streamline the multiple existing Agreements, the parties wish to enter into this new Cooperation Agreement and the Local Authority will enter into an identical agreement with Allegany County.

NOW THEREFORE THE PARTIES HEREBY AGREE:

(1) Whenever used in this agreement:

- (a) The term “project” shall mean those 100 units of low-rent housing known as John F. Kennedy Homes previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
- (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including the City) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
- (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
- (d) The term “slum” shall mean any area where unsafe and insanitary dwelling units predominate i.e. which by reason of dilapidation, overcrowding, faulty arrangement of design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to

safety, health or morals.

- (2) Local Authority shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake the administration of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either:
 - (a) such project is used for low-rent housing purpose; or
 - (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, in connection with such project, remains in force or effective; or
 - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, City agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon Local Authority with respect thereto.

During such period the Local Authority shall make annual payments (herein called Payments In Lieu Of Taxes) in lieu of such taxes, special assessments, fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by Local Authority in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this co-operative agreement, whichever amount is the lower; provided, however, that upon failure of Local Authority to make any such payments in lieu of taxes, no lien against any project or assets of Local Authority shall attach.

The City agrees that payments in lieu of taxes made under this contract shall be distributed annually as follows: 20% to Allegany County, and 80% to the City of Cumberland; provided, however, that the total payment for any year made to the City shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said County shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the Local Authority to the City, provided for herein with respect to the project, shall be made by the Local Authority and accepted by the City only as long as:

- (a) The project shall be owned and used for the provision of rental housing and "service facilities" as permitted section 7-505 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time;

- (b) The Local Authority, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which the City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) From time to time, upon the request of the City, the Local Authority provides the City or its authorized representative, all financial and other information required by the City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the Local Authority nor any successor-in-interest to the Local Authority with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of (a) the full assessed value of the said property, any other real estate owned by the Local Authority which is subject to this Agreement; and (b) real estate taxes due and payable to the City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the Local Authority from taking full advantage of any program that would result in a reduction or elimination of the Local Authority or its successor-in-interest's real estate taxes that are due and payable to any entity other than the City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.

- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between Local Authority and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such project (other than the payments in lieu of taxes) shall;
 - (a) Furnish or cause to be furnished to the Local Authority and the tenants of such project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services; maintenance and repair of public streets, alleys, sidewalks, sewer and water systems; snow removal; garbage and trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and adequate sewer services for such project; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;
 - (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right to exercise discretion when applicable law allows for the exercise of such discretion, grant

such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project;

- (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City's interests; and
 - (d) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such project, provided they are not contrary to the City's interests
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the Local Authority to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City Code. Therefore, the Local Authority shall not be subject to the City's rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City Code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
- (6) If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the Local Authority, or to any project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
- (7) No co-operation agreement heretofore entered into between the City and the Local Authority or the Local Authority shall be construed to apply to any project covered by this Agreement.
- (8) So long as any contract between the Local Authority and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the Local Authority or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.
- (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all.
- (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany County, Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.

- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, the City and the Local Authority have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

THE HOUSING AUTHORITY OF THE
CITY OF CUMBERLAND, MARYLAND

By: _____

STEVEN J. KESNER
President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

RAYMOND M. MORRISS
Mayor

COOPERATION AGREEMENT

Wills Creek View, LP

This Cooperation Agreement (“Agreement”) entered into this ____ day of _____, 2019, by and between **The Housing Authority for the City of Cumberland** (referred to as the Local Authority) and the **Mayor and City Council of Cumberland** (referred to as the City), witnesseth:

WHEREAS, The Local Authority received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 100 units of low-rent housing that were developed and are located within the corporate limits of the City of Cumberland in Allegany County Maryland;

WHEREAS, The Local Authority and City entered into a Cooperation Agreement on May 10, 1963 providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, the Local Authority also entered into an identical Cooperation Agreement with the County; and

WHEREAS, these one hundred (100) units are located in the development referred to as John F. Kennedy Homes located at 135 North Mechanic Street;

WHEREAS, in an effort to update and streamline the multiple existing Agreements, the parties wish to enter into this new Cooperation Agreement and the Local Authority will enter into an identical agreement with the County; and

WHEREAS, Local Authority began the conversion of John F. Kennedy Homes to a Rental Assistance Demonstration (“RAD”) project in 2019. In pursuit of that conversion, Local Authority will transfer John F. Kennedy Homes to Wills Creek View LP, which will be responsible for the payments and provisions provided for in this Agreement. John F. Kennedy Homes will be known as “Wills Creek View LP” and the Local Authority is hereby changed to Wills Creek View LP.

NOW THEREFORE THE PARTIES HEREBY AGREE:

(1) Whenever used in this agreement:

- (a) The term “project” shall mean those 100 units of low-rent housing known as Wills Creek View LP previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
- (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including the City) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
- (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the cost to the Wills Creek View LP of all dwelling and non-dwelling utilities.

- (d) The term “slum” shall mean any area where unsafe and insanitary dwelling units predominate i.e. which by reason of dilapidation, overcrowding, faulty arrangement of design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health or morals.
- (2) Wills Creek View LP shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake the administration of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either:
 - (a) such project is used for low-rent housing purpose; or
 - (b) any contract between the Wills Creek View LP and HUD/DHCD for loans or annual contributions, or both, in connection with such project, remains in force or effective; or
 - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, County agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon Wills Creek View LP with respect thereto.

During such period the Wills Creek View LP shall make annual payments (herein called Payments In Lieu Of Taxes) in lieu of such taxes, special assessments, fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by Wills Creek View LP in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this co-operative agreement, whichever amount is the lower; provided, however, that upon failure of Wills Creek View LP to make any such payments in lieu of taxes, no lien against any project or assets of Wills Creek View LP shall attach.

The City agrees that payments in lieu of taxes made under this contract shall be distributed annually as follows: 20% to Allegany City , and 80% to the City of Cumberland; provided, however, that the total payment for any year made to the City shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said City shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the Wills Creek View LP to the City, provided for herein with respect to the project, shall be made by the Wills Creek View LP and accepted by the City only as long as:

- (a) The project shall be owned and used for the provision of rental housing and “service

facilities” as permitted section 7-505 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time;

- (b) The Wills Creek View LP, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which the City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) From time to time, upon the request of the City, the Wills Creek View LP provides the City or its authorized representative, all financial and other information required by the City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the Wills Creek View LP nor any successor-in-interest to the Wills Creek View LP with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of (a) the full assessed value of the said property, any other real estate owned by the Wills Creek View LP which is subject to this Agreement; and (b) real estate taxes due and payable to the City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the Wills Creek View LP from taking full advantage of any program that would result in a reduction or elimination of the Wills Creek View LP or its successor-in-interest’s real estate taxes that are due and payable to any entity other than the City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.

- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between Wills Creek View LP and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the Wills Creek View LP or the tenants of such project (other than the payments in lieu of taxes) shall;
 - (a) Furnish or cause to be furnished to the Wills Creek View LP and the tenants of such project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services; maintenance and repair of public streets, alleys, sidewalks, sewer and water systems; snow removal; garbage and trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and adequate sewer services for such project; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;
 - (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right

to exercise discretion when applicable law allows for the exercise of such discretion, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project;

- (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City's interests; and
 - (d) Cooperate with the Wills Creek View LP by such other lawful action or ways as the City and the Wills Creek View LP may find necessary in connection with the development and administration of such project, provided they are not contrary to the City's interests
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the Wills Creek View LP to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City Code. Therefore, the Wills Creek View LP shall not be subject to the City's rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City Code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
- (6) If the City shall, within a reasonable time after written notice from the Wills Creek View LP, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the Wills Creek View LP, or to any project, then the Wills Creek View LP may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
- (7) No co-operation agreement heretofore entered into between the City and the Wills Creek View LP or the Wills Creek View LP shall be construed to apply to any project covered by this Agreement.
- (8) So long as any contract between the Wills Creek View LP and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the Wills Creek View LP or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.
- (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all.
- (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany City, Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.

- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, the City and the Wills Creek View LP have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

WILLS CREEK VIEW, LP

By: Wills Creek View, LLC, its General Partner

By: Cumberland Housing Alliance, Inc. its Sole Member

By: The Housing Authority of the City of Cumberland,
Maryland, its Sole Owner

By: _____

STEVEN J. KESNER

President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

RAYMOND MORRISS

Mayor

COOPERATION AGREEMENT

River Bend Court, LP

This Cooperation Agreement (“Agreement”) entered into this ____ day of _____, 2019, by and between **The Housing Authority for the City of Cumberland** (referred to as the Local Authority) and the **Mayor and City Council of Cumberland** (referred to as the City), witnesseth:

WHEREAS, The Local Authority received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 80 units of low-rent housing that were developed and are located within the corporate limits of the City of Cumberland in Allegany County Maryland;

WHEREAS, The Local Authority and City entered into a Cooperation Agreement on July 17, 1950 providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, the Local Authority also entered into an identical Cooperation Agreement with the County; and

WHEREAS, these eighty (80) units are located in the development referred to as Fort Cumberland Homes located within the area bordered by West Oldtown Road and Lamont Street;

WHEREAS, in an effort to update and streamline the multiple existing Agreements, the parties wish to enter into this new Cooperation Agreement and the Local Authority will enter into an identical agreement with the County; and

WHEREAS, Local Authority began the conversion of Fort Cumberland Homes to a Rental Assistance Demonstration (“RAD”) project in 2019. In pursuit of that conversion, Local Authority transferred Fort Cumberland Homes to River Bend Court LP, which will be responsible for the payments and provisions provided for in this Agreement. A further result of the conversion to RAD was the reduction of units from 80 to 77 units. Fort Cumberland Homes will be known as “River Bend Court LP” and the Local Authority is hereby changed to River Bend Court LP.

NOW THEREFORE THE PARTIES HEREBY AGREE:

(1) Whenever used in this agreement:

- (a) The term “project” shall mean those 77 units of low-rent housing known as River Bend Court LP previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
- (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including the City) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
- (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the

cost to the River Bend Court LP of all dwelling and non-dwelling utilities.

- (d) The term “slum” shall mean any area where unsafe and insanitary dwelling units predominate i.e. which by reason of dilapidation, overcrowding, faulty arrangement of design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health or morals.
- (2) River Bend Court LP shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake the administration of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either:
 - (a) such project is used for low-rent housing purpose; or
 - (b) any contract between the River Bend Court LP and HUD/DHCD for loans or annual contributions, or both, in connection with such project, remains in force or effective; or
 - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, County agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon River Bend Court LP with respect thereto.

During such period the River Bend Court LP shall make annual payments (herein called Payments In Lieu Of Taxes) in lieu of such taxes, special assessments, fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by River Bend Court LP in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this co-operative agreement, whichever amount is the lower; provided, however, that upon failure of River Bend Court LP to make any such payments in lieu of taxes, no lien against any project or assets of River Bend Court LP shall attach.

The City agrees that payments in lieu of taxes made under this contract shall be distributed annually as follows: 20% to Allegany City , and 80% to the City of Cumberland; provided, however, that the total payment for any year made to the City shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said City shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the River Bend Court LP to the City, provided for herein with respect to the project, shall be made by the River Bend Court LP and accepted by the City only as long as:

- (a) The project shall be owned and used for the provision of rental housing and “service facilities” as permitted section 7-505 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time;
- (b) The River Bend Court LP, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which the City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) From time to time, upon the request of the City, the River Bend Court LP provides the City or its authorized representative, all financial and other information required by the City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the River Bend Court LP nor any successor-in-interest to the River Bend Court LP with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of (a) the full assessed value of the said property, any other real estate owned by the River Bend Court LP which is subject to this Agreement; and (b) real estate taxes due and payable to the City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the River Bend Court LP from taking full advantage of any program that would result in a reduction or elimination of the River Bend Court LP or its successor-in-interest’s real estate taxes that are due and payable to any entity other than the City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.

- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between River Bend Court LP and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the River Bend Court LP or the tenants of such project (other than the payments in lieu of taxes) shall;
 - (a) Furnish or cause to be furnished to the River Bend Court LP and the tenants of such project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services; maintenance and repair of public streets, alleys, sidewalks, sewer and water systems; snow removal; garbage and trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and adequate sewer services for such project; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;

- (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right to exercise discretion when applicable law allows for the exercise of such discretion, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project;
 - (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City's interests; and
 - (d) Cooperate with the River Bend Court LP by such other lawful action or ways as the City and the River Bend Court LP may find necessary in connection with the development and administration of such project, provided they are not contrary to the City's interests
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the River Bend Court LP to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City Code. Therefore, the River Bend Court LP shall not be subject to the City's rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City Code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
- (6) If the City shall, within a reasonable time after written notice from the River Bend Court LP, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the River Bend Court LP, or to any project, then the River Bend Court LP may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
- (7) No co-operation agreement heretofore entered into between the City and the River Bend Court LP or the River Bend Court LP shall be construed to apply to any project covered by this Agreement.
- (8) So long as any contract between the River Bend Court LP and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the River Bend Court LP or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.
- (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all.
- (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany City, Maryland.

The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.

- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, the City and the River Bend Court LP have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

RIVER BEND COURT, LP

By: River Bend Court, LLC, its General Partner

By: Cumberland Housing Alliance, Inc. its Sole Member

By: The Housing Authority of the City of Cumberland,
Maryland, its Sole Owner

By: _____

STEVEN J. KESNER

President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

RAYMOND MORRISS

Mayor

COOPERATION AGREEMENT

Jane Frazier Village

This Cooperation Agreement (“Agreement”) entered into this ____ day of _____, 2019, by and between **The Housing Authority for the City of Cumberland** (referred to as the Local Authority) and the **Mayor and City Council of Cumberland** (referred to as the City), witnesseth:

WHEREAS, The Local Authority received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 300 units of low-rent housing that were developed and are located within the corporate limits of the City of Cumberland in Allegany County Maryland;

WHEREAS, The Local Authority and City entered into a Cooperation Agreement on July 17, 1950, and amended since then, providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

WHEREAS, the Local Authority also entered into an identical Cooperation Agreement with Allegany County, Maryland (referred to as the County);

WHEREAS, one hundred twenty-five (125) of these units are located in the development referred to as Jane Frazier Village located within the blocks bordered by East First Street, Memorial Avenue and Sommerville Avenue; and

WHEREAS, in an effort to update and streamline the multiple existing Agreements, the parties wish to enter into this new Cooperation Agreement and the Local Authority will enter into an identical agreement with Allegany County.

NOW THEREFORE THE PARTIES HEREBY AGREE:

(1) Whenever used in this agreement:

- (a) The term “project” shall mean those 125 units of low-rent housing known as Jane Frazier Village previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
- (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including the City) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
- (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
- (d) The term “slum” shall mean any area where unsafe and insanitary dwelling units predominate i.e. which by reason of dilapidation, overcrowding, faulty arrangement of design, lack of

ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health or morals.

- (2) Local Authority shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake the administration of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either:
 - (a) such project is used for low-rent housing purpose; or
 - (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, in connection with such project, remains in force or effective; or
 - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, City agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon Local Authority with respect thereto.

During such period the Local Authority shall make annual payments (herein called Payments In Lieu Of Taxes) in lieu of such taxes, special assessments, fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by Local Authority in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this co-operative agreement, whichever amount is the lower; provided, however, that upon failure of Local Authority to make any such payments in lieu of taxes, no lien against any project or assets of Local Authority shall attach.

The City agrees that payments in lieu of taxes made under this contract shall be distributed annually as follows: 20% to Allegany County, and 80% to the City of Cumberland; provided, however, that the total payment for any year made to the City shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said County shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the Local Authority to the City, provided for herein with respect to the project, shall be made by the Local Authority and accepted by the City only as long as:

- (a) The project shall be owned and used for the provision of rental housing and “service facilities” as permitted section 7-505 of the Tax Property Article of the Annotated Code of

Maryland, as amended from time to time;

- (b) The Local Authority, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which the City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) From time to time, upon the request of the City, the Local Authority provides the City or its authorized representative, all financial and other information required by the City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the Local Authority nor any successor-in-interest to the Local Authority with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of (a) the full assessed value of the said property, any other real estate owned by the Local Authority which is subject to this Agreement; and (b) real estate taxes due and payable to the City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the Local Authority from taking full advantage of any program that would result in a reduction or elimination of the Local Authority or its successor-in-interest's real estate taxes that are due and payable to any entity other than the City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.

- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between Local Authority and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such project (other than the payments in lieu of taxes) shall;
 - (a) Furnish or cause to be furnished to the Local Authority and the tenants of such project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services; maintenance and repair of public streets, alleys, sidewalks, sewer and water systems; snow removal; garbage and trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and adequate sewer services for such project; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;

- (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right to exercise discretion when applicable law allows for the exercise of such discretion, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project;
 - (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City's interests; and
 - (d) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such project, provided they are not contrary to the City's interests
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the Local Authority to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City Code. Therefore, the Local Authority shall not be subject to the City's rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City Code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
- (6) If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the Local Authority, or to any project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
- (7) No co-operation agreement heretofore entered into between the City and the Local Authority or the Local Authority shall be construed to apply to any project covered by this Agreement.
- (8) So long as any contract between the Local Authority and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the Local Authority or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.
- (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all.
- (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany County,

Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.

- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, the City and the Local Authority have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

THE HOUSING AUTHORITY OF THE
CITY OF CUMBERLAND, MARYLAND

By: _____
STEVEN J. KESNER
President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
RAYMOND M. MORRISS
Mayor

Item Attachment Documents:

1. Letter from Terri Ann Lowery requesting permission to hold the 2019 Great Allegany Run (GAR) on Saturday, October 5, 2019



July 1, 2019

The Great Allegany Run
425 Crestview Drive
Frostburg, MD 21532
301-268-2256

Mayor Ray Morriss and City Council Members
57 N. Liberty Street, P.O. Box 1702
Cumberland, MD 21501-1702

RE: 2019 Great Allegany Run

Dear Mayor Morriss and City Council Members:

The Queen City Striders request your approval of the enclosed Special Events Permit to hold the 2019 Great Allegany Run (GAR) on Saturday, October 5, 2019. Our plan is to conduct the GAR in the same manner as last year's event. Race proceeds will be donated to Allegany County Habitat for Humanity. We are also planning to have a great after-party at Mezzo's.

This will be the 38th running for the GAR. It has become a popular fixture on the regional road racing circuit. We have many local families that participate in the run. It also brings many people from out of the area spend time in Cumberland for the Friday night and Saturday activities. We believe the GAR projects a very positive image of Cumberland and Allegany County and we hope that you will continue your excellent support of the event in 2019 as in past years. The involvement requested of the City Police and Street Departments are the same as last year, and a great crew is in place, quite familiar with the details of the attached plan from over the years.

A "Special Event" permit application and event plan are attached. If this request meets with your approval, please forward it to the City Police Department for further processing. Please call me at 301-268-2256 if you need additional information.

Thanks very much.

Very truly yours,


Terri Ann Lowery
2019 Great Allegany Run

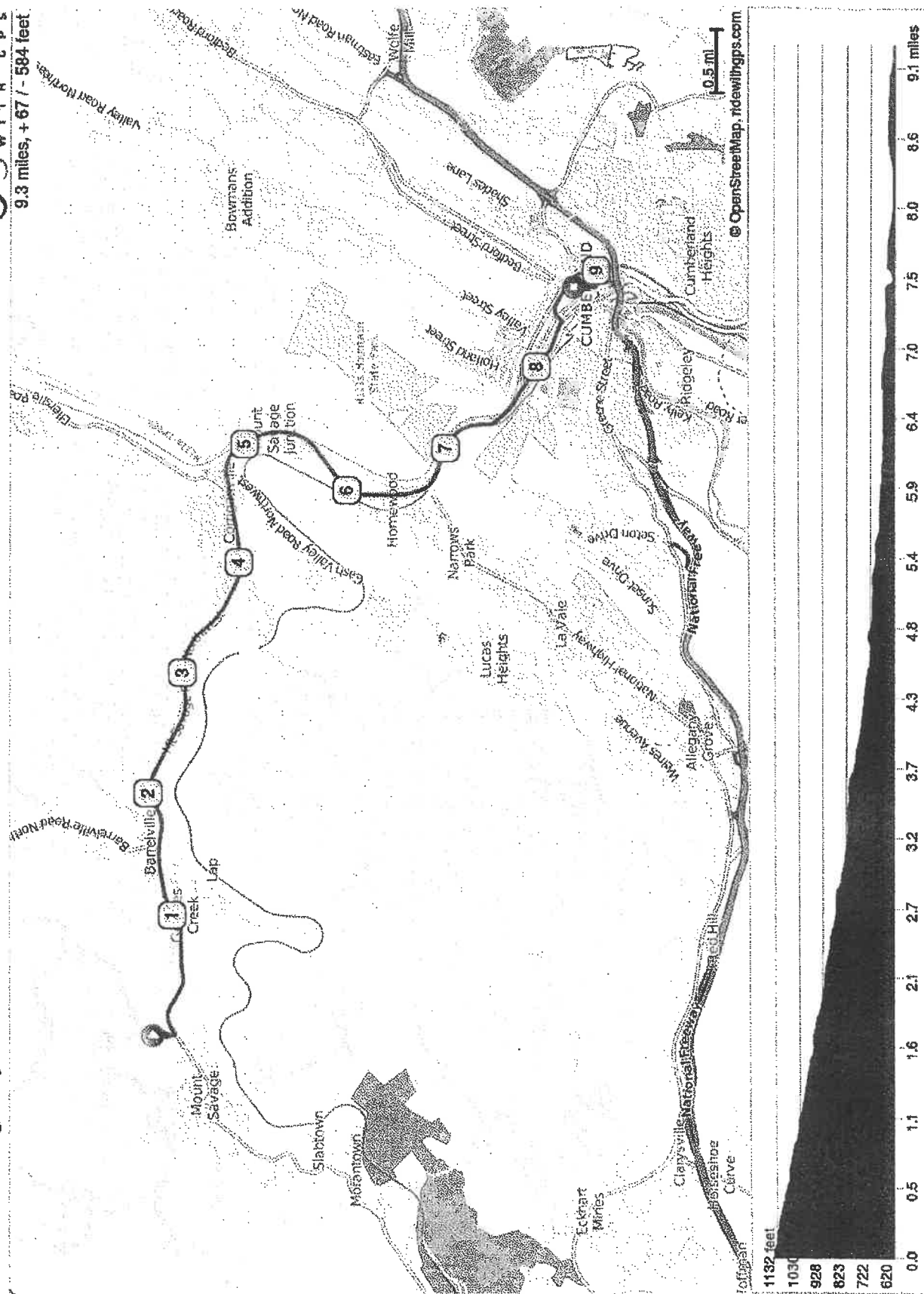
RCVD

CLERK'S OFFICE
2019 JUL 1 PM 3:47

Enclosure (1)

WORLD

9.3 miles, +67' - 584 feet.



2019 Great Allegany Run Traffic/Runner Safety Control Plan

A. Introduction

It is proposed to conduct the 2019 Great Allegany Run very similarly to the setup that has worked well for 30 years. The Great Allegany Run (GAR) consists of three phases that need to be considered for traffic control purposes. These phases are:

1. A 15 kilometer (15K) race that begins at Mt. Savage at 8:00 a.m. About 100 participants are expected.
2. A 5-kilometer (5K) race that begins at 8:00 a.m. on Harrison Street near the Smith Building and proceeds as described on the following page. About 100 runners are expected.

A course description and a proposed traffic control and runner safety plan are presented below.

B. Route Narrative

The courses are described below for each of the events.

The **15K race** begins near the Lions Park in Mount Savage and the course is shown on the attached sketch, Figure 1. The runners beginning at Mount Savage would require the entire roadway for the first 1.1 miles or so until reaching just north of the intersection of MD 36 and 47. At this point, traffic cones are used to mark a path about 8 feet wide in the southbound shoulder of MD 36 leaving room for traffic in the normal travel lane and runners are on the shoulder.

The race requires closure of the westbound lane of U.S. 40 Alt through the Narrows from the intersection of MD 36 at U.S. 40 Alt to the intersection with Henderson Avenue. From the intersection with Henderson Avenue, the course proceeds along the left side of Mechanic Street to the intersection with Queen City Drive. A runner's lane would be marked with traffic cones, permitting a single lane of traffic on Mechanic Street.

The runners turn left onto Queen City Drive and cross over to the right side of Queen City Drive at the intersection with N. Centre Street and use a cone-marked lane along the right side of Queen City Drive to the intersection with Harrison Street. The course turns right onto Harrison Street, using the right hand lane, and proceeds through the South George Street intersection and turns right onto South Centre Street. The course uses all of South Centre Street to the finish line near the Mall.

The **5K race** begins at the west edge of the Smith Building on Harrison Street (in front of Queen City Creamery) and the course is shown on the attached sketch, Figure 2. The course proceeds west on Harrison Street, turns north on South Centre Street, right on Frederick Street, and into the shopping center lot from the entrance on Frederick Street. The course proceeds straight through the lot in front of the shopping center stores and enters South George Street. The course proceeds south along South George Street, turns left onto Harrison Street and from that point on is completely out and back along the 15K course. The turn-around point is on

Mechanic Street, just short of the intersection of Mechanic Street and North Centre Streets. The return leg of the race is exactly the same as the 15K course and does not include the loop around the shopping center.

C. General Provisions for Traffic Control and Runner Safety

It is proposed to control traffic and protect the safety of the participants by the general provisions presented in this Section. A detailed list of assignments for all the traffic/runner interface points along the course is presented in Section D.

1. The running lane will be marked for the entire length of the course with traffic control cones. These cones will be positioned by the Cumberland Street Department within the city and by volunteers outside the city. The cones would be positioned just before the race and removed immediately after the race.
2. Law enforcement officers would be positioned at key intersections to control traffic flow. These key intersections are designated in the Traffic and Runner Safety Plan, Section D.
3. In addition to law enforcement officers, a combination of Cumberland Street Department employees, and volunteer course sentries would be stationed along the course to help control traffic, increase course visibility, and to provide information to motorists.
4. In order to cause the least possible inconvenience to the public, the GAR planners would inform the general public about the race through radio announcements and newspaper articles. In addition, businesses and residents on the race route would be mailed a race announcement during the week preceding the race.
5. As has been the City Police Department practice for past GARs, it is asked to have parking banned and cars removed from the race portions of Mechanic Street, from Queen City Drive between Mechanic Street and North Centre Street, and from South Centre Street between Harrison Street and Dexter Place.
6. A lead and trailing vehicle would accompany the 15K runners.
7. It is requested that a motorcycle mounted City Police Officer lead the 5K.
8. Traffic will be temporarily stopped on MD 36 in Mt. Savage for the start of the 15K race.
9. Westbound traffic would be halted through the Narrows at about 8:20 a.m., depending on the approach of the lead runners. To limit the time that traffic will be restricted because of the race, this portion of the course will be closed to runners and reopened to traffic at 9:30 a.m. or whenever the official end vehicle comes through, whichever occurs first. The remainder of the racecourse would be closed to runners and reopened at 9:45 a.m., or whenever the official end vehicle comes through, whichever occurs first.

10. All course sentries will remain at their assigned positions until the course is officially closed as stated in the previous item.
11. South Centre Street would be closed to vehicular traffic from Harrison Street to Frederick Street from about 7:55 a.m. until approximately 9:45 a.m.
12. In addition to the blockage of South Centre Street noted in the previous section, the start of the 5K race would require traffic control along Frederick Street, through the shopping center lot, and along South George Street at the beginning of the race only. The last runner would complete this section in about 5 minutes and no further traffic control would be necessary on this portion of the course since the runners will not use this route on the way back to the finish line.
13. Traffic cones and/or barriers would be used to block certain side streets coming into the race lane on Mechanic and South Centre Streets.
14. The Mountain Radio Club will provide coordinating communications on race day.
15. Medical emergency teams from Mt. Savage, Corriganville, Ellerslie, LaVale, and Cumberland, as well as Western Maryland Health System, will be informed of the race details. Emergency medical aid would be provided on the course and at the finish line.
16. Water would be provided at 2-mile intervals on the course.

D. Proposed Specific Traffic Control/Runner Safety Plan

The following attachment has been prepared to list all of the intersection and runner/traffic interface points on the course for the 15K and 5K. The plan lists each intersection and place of business on the route and indicates who will be implementing traffic control measures at each of these points. The abbreviations used are:

| | |
|------|----------------------------------|
| ACSO | Allegany County Sheriff's Office |
| CCP | Cumberland City Police |
| CSD | Cumberland Street Department |
| MSP | Maryland State Police |
| V | Volunteers |

This plan will be revised to reflect any changes made prior to the race.

Special Event Checklist, Great Allegany Run, Saturday, October 5, 2019

Terri Lowery, 425 Crestview Drive, Frostburg, MD 21532 301-268-2256

1. The Great Allegany Run (GAR) consists of three events that need to be considered for traffic control purposes. All begin at 8 a.m. A 15 kilometer (15K) race begins in Mount Savage on Mount Savage Road (MD 36) by the Kemp Masonic Lodge. About 100 participants are expected. Participants proceed down MD 36. This road is temporarily closed in Mt. Savage from 8:00-8:10 a.m. with cooperation from the Allegany County Sheriff's Office (ACSO) and the Mount Savage VFD. Participants then move to the southbound shoulder with cones delineating the running area from the normal travel lanes for the remainder of the way to the Narrows. A five-kilometer (5K) race begins on Harrison Street near Queen City Creamery (the Smith Building). About 100 runners are expected and this event is entirely within Cumberland. The one event that is later is a kids run of about 100 yards length that will be run on the closed off section of South Centre Street and finish at the finish line for the 5K and 15K. The Kids Run is to be staged immediately at the conclusion of the 15K. We work with Cumberland Police with the street remaining closed about 10 minutes after the completion of the 15K run.
2. The diagram in (3) shows intersections along the routes and coverage at these points, which is made up of law enforcement officers, VFDs, and volunteers in Class 2 reflective vests. The Event Director distributes a packet to businesses and churches along the course and to explain the possible interaction points and parameter of times the runners go through along the course.
 - a. Impact is minimal as event passes through quickly, but at the same time all businesses/churches receive a flyer explaining the event with director's number to call for more questions (attached). Many of the residents come out to watch and have offered to help out as well.
 - b. See (2a) above
 - c. See (2a) above
3. Map, updated in 2011 with new USATF certification, is attached.
 - a. There is one signalized intersection outside of the Cumberland city limits – at the intersection of MD 36 & US 40 Alt, which is manned by the Maryland State Police. The Great Allegany Run director meets several times annually with officials leading up to event.
 - b. Participants park in the Holiday Inn lot (the host hotel which is where registration is held) and are bussed up to Mount Savage. There is ample parking in the Kemp Lodge Masonic lot for participants and buses. Cumberland Police and Cumberland Street Department restrict parking along Mechanic Street, North Centre Street, and from South Centre Street between Harrison Avenue and Dexter Place (This is just off the downtown Cumberland Mall, at the finish of the race.).
 - c. Traffic is one-way (closed westbound) through the Narrows (from Henderson Ave. to the MD 36 at US 40 Alt intersection), with City of Police directing detoured traffic at Henderson Ave. and the MSP directing traffic at the MD 36 @ US 40 Alt intersection. A public announcement is sent to all local media outlets with closings listed. This is printed annually

in the Times-News and is broadcast on radio stations (iii). (i) and (ii) are under direction of City Police. As to (iv):

The running lane will be marked for the entire length of the course with traffic control cones. These cones will be positioned by the Cumberland Street Department within the city and by volunteers outside the city. The cones would be positioned just before the race and removed immediately after the race.

| Position | Location | Purpose | Assigned |
|----------|--|--|----------------|
| 1 | MD 36 in Mt. Savage | Stop traffic at beginning of race and coordinate road closure with officer on Rt. 36 at former Melody Manor. | Mt. Savage VFD |
| 2 | Iron Rail St. & Mt. Savage Road | Keep cars from coming out onto course near start time. | Mt. Savage VFD |
| 3 | M & R Market | Keep cars from coming out onto course near start time. | V |
| 4 | Curve near Holly Gardens | Provide visibility around curve, warn runners/cars | V |
| 5 | Woodcock Hollow Road | Advise drivers not to go north on 36 after 7:50, hold all runners while runners pass. | V |
| 6 | The Manor | Hold traffic for race start | ACSO |
| 7 | The Manor | Direct runners into bike lane | V |
| 8 | Intersection @ MD 36 & 47 | Direct traffic | VFD |
| 9 | Along inside curve between miles 2-3.5 | Keep runners in bike lane | V |
| 10 | Porter Town Road, North Intersection | Provide motorist information and course visibility | V |
| 11 | Porter Town Road, South Intersection | Provide motorist information and course visibility | V |
| 12 | Richfield Avenue | Provide motorist information and course visibility | V |
| 13 | Kreigbaum Road @ just past Ford's Crossing | Provide motorist information and course visibility | V |
| 14 | Sheetz Store | Direct traffic on MD 36 intersection | MSP |
| 15 | Intersection, MD 36 & 35 | Direct traffic | MSP |
| 16 | Cash Valley Road | Provide motorist information and course visibility | V |
| 17 | Rock Cut Road | Provide motorist information and course visibility | V |
| 18 | Timbrook Lot | Provide motorist information and course visibility | V |
| 19 | Super Shoes | Provide motorist information and course visibility | V |

| | | | |
|----|---------------------------------|---|--------|
| 20 | Toyota Dealer | Provide motorist information and course visibility | V |
| 21 | Collins Oldsmobile | Provide motorist information and course visibility | V |
| 22 | Shaffer Ford | Provide motorist information and course visibility | V |
| 23 | Cumberland Valley Motors | Provide motorist information and course visibility | V |
| 24 | Diamond Shine Car Wash | Provide motorist information and course visibility | V |
| 25 | Guardian Auto Glass | Provide motorist information and course visibility | V |
| 26 | Enterprise Rental Car | Provide motorist information and course visibility | V |
| 27 | Timbrook's Kia Lot | Provide motorist information and course visibility | V |
| 28 | Intersection, MD 36 & US 40 Alt | Direct traffic | MSP |
| 29 | Entrance to Locust Grove | Provide motorist information and course visibility. | V, MSP |
| 30 | Fruit Bowl | Provide motorist information and course visibility, advises drivers not to turn west on Rt 40 after 8:20. | V |
| 31 | Fruit Bowl | Advise cars not to go west on Rt 40 after Police close westbound lane. | V |
| 32 | Personal Best | Advise cars not to go west on Rt 40 after Police close westbound lane. | V |
| 33 | 2, Klines Restaurant | Advise cars not to go west on Rt 40 after Police close westbound lane. | V |
| 34 | LukOil | Advise cars not to go west on Rt 40 after Police close westbound lane. | V |
| 35 | 2, Amoco Station | Direct traffic, advise cars not to go west on Rt 40 after Police close westbound lane. | CSD |
| 36 | Mechanic St. & Henderson Ave. | Direct traffic, provide motorists with information on detour | CPD |
| 37 | Southern States entrance | Provide motorist information and course visibility. | V |
| 38 | Mechanic St. & N. Centre St. | Direct traffic | CPD |
| 39 | Mechanic St. & Franklin St. | Provide motorist information and course visibility. | V |
| 40 | Canada Place at Mechanic St. | Move cones into street and inform motorists that the street is closed by order of the CPD | V |
| 41 | Brooklyn Place at Mechanic St. | Same as 38. | V |
| 42 | Pioneer Place at Mechanic St. | Same as 38. | V |

| | | | |
|----|--|---|-----|
| 43 | Pear St. at Mechanic St. | Same as 38. | V |
| 44 | Hampton Place at Mechanic St. | Same as 38. | V |
| 45 | Crescent Place at Mechanic St. | Same as 38. | V |
| 46 | Beverly Place at Mechanic St. | Same as 38. | V |
| 47 | Entrance to El Jinete restaurant location off Mechanic St. | Provide motorist information and course visibility. | V |
| 48 | Valley St. & Mechanic St. | Direct traffic. | CPD |
| 49 | Euclid Place | Move cones into street and inform motorists that the street is closed by order of the CPD | V |
| 50 | Eutaw Place | Move cones into street and inform motorists that the street is closed by order of the CPD | V |
| 51 | Smith St. at Mechanic St. | Move cones into street and inform motorists that the street is closed by order of the CPD | V |
| 52 | Bow St. at Mechanic St. | Move cones into street and inform motorists that the street is closed by order of the CPD | V |
| 53 | Moore's Upholstry | Provide motorist information and course visibility. | V |
| 54 | Mechanic St. & Queen City Drive | Direct Traffic. | CPD |
| 55 | N. Centre St. & Queen City Drive | Direct Traffic. | CPD |
| 56 | Methodist Church entrance onto Queen City Drive | Provide motorist information and course visibility. | V |
| 57 | Bedford St. & Queen City Drive | Provide motorist information and course visibility. | V |
| 58 | Frederick St. & Queen City Drive | Direct Traffic | CPD |
| 59 | Rose's Lot Entrance | Provide motorist information and course visibility. | V |
| 60 | McDonald's Lot exit onto Queen City Drive | Direct Traffic | CPD |
| 61 | Baltimore Ave & Queen City Drive | Direct Traffic | CPD |
| 62 | Holiday Inn lot entrance on Queen City Drive | Provide motorist information and course visibility. | V |
| 63 | Queen City Drive & Harrison St. | Direct Traffic | V |
| 64 | S. George St. & Harrison St. | Direct Traffic | CPD |
| 65 | Alley at rear of Elk's, across from 1 st United Bank. | Provide motorist information and course visibility. | V |
| 66 | Anton's lot entrance | Provide motorist information and course visibility. | V |
| 67 | S. Centre St. & Harrison St. | Direct Traffic | CPD |
| 68 | S. Centre St & Union St. | Direct Traffic | CPD |
| 69 | S. Centre St. & Dexter Place | Street Blocked | CPD |

| | | | |
|---|--------------------------------------|---|-----|
| 70 | Baltimore Street & Mechanic St | Direct traffic for walk. | CPD |
| 71 | Baltimore St & Canal St. | Provide motorist information and course visibility. | V |
| The following are needed at the start of the 5K only. | | | |
| 72 | Frederick St. & S. Centre St. | Direct Traffic | CPD |
| 73 | Plaza Lot entrance off Frederick St. | Direct runners into Value City lot. | V |
| 74 | 2, Plaza lot | Provide motorist information and course visibility. | V |
| 75 | S. George St. & Baltimore Avenue | Provide motorist information and course visibility. | V |
| 76 | Union St. & S. George St. | Provide motorist information and course visibility. | V |
| 77 | Harrison St . & S. George St. | Direct runners onto Harrison St. | V |

4. There are four water tables set up along the route. The water stops at mileposts 2 and 4 are located very near the milepost signs which are marked on the road. Mile 2 is manned by local volunteers and is just past the MD 47 intersection. The station at 4, also with local volunteers, is just past Ford's Crossing. The station at mile post 6 is near the Diamond Shine car wash. The milepost 8 station is on the sidewalk beside El Jinete Mexican restaurant. These are both manned by ACHFH members or Frostburg State University volunteer clearinghouse (depending on numbers we sometimes consolidate from 4 to 3 stops). We will recycle the appropriate portions of our waste stream and report to SHA on the amount of material recycled. Volunteers are instructed to pick up discarded cups and put in trash bags. They leave bagged trash and any unopened water and left-over clean cups in a separate trash bag at the table where it is picked up by deputy director of GAR later that morning. Footprint is one table with volunteers handing out water alongside and they wear gear for their program, with safety vests mandatory.
5. There are no designated spectator locations. For the most part, people watching do so from their homes. Advance announcement is via media (print and broadcast) as to the hazards and mitigation plan for this event.
6. 350 are provided and set up by Flagger Force. These are placed from Mt. Savage to Cumberland by Flagger Force personnel at approx. 6 a.m. race morning and removed later that same morning. City of Cumberland places all cones within city limits for 5K and portion of 15K in Cumberland, and they are removed immediately after the race. Additionally, we have at least two electronic signs warning motorists placed along Route 36 a day before the event and then removed later in the day on race day.
7. All detour plans are conducted by the City of Cumberland. In Mount Savage, traffic is held briefly by the Allegany County Sheriff's Office with volunteer fire department on hand as well.
8. Mountain Radio Club is stationed all along course and police are first responders. In case of emergency, whether for participants or others, we are able to respond promptly thanks to the support of the radio club, VFDs, and police.

9. Great Allegany Run works closely with City of Cumberland Police and Maryland State Police for these locations that require police assistance. GAR is responsible for any additional costs that are borne of this assistance.
 - a. Exact locations are listed in (3c) above. In our meetings with the police will determine officers and exact numbers, but I expect it to be very similar for 2013 to past years.
 - b. Queen City Striders has approximately 50 volunteers who are assigned to locations throughout the race and at finish. They are released from their location when the last runner has passed, with accompanying trailing vehicle. We also request any overtime costs be estimated and we follow up with these entities soon after the race, both for any costs and for advice on future events. All volunteers are provided with reflective safety vests.
 - c. We are requesting the same support from the State Highway Administration as in past years and I welcome the opportunity to meet with SHA personnel in September directly to go over whether this continues or if we request MSP and others who we have worked with at those points. Cost estimates can be provided at this meeting as well.
 - d. Primary contact is Terri Lowery, Race Day Director, at 301-268-2256, other day-of emergency contacts include: Paul Yockus (Mount Savage support) 240/205-4228; Radio Club, 301/723-0305
 - e. We do not use "leap-frog" approach as that would contribute to event traffic. We have officials who are dedicated to the start or to water stops, others who are dedicated to the finish.
 - f. If there are MOUs for this event, they would be initiated by governing bodies such as City of Cumberland. What we provide each year is a Special Events Permit which is signed off by various bodies, as well as a downtown mall permit. This is a non-profit event.
10. Queen City Striders is an organization in good standing with the Road Runners Club of America, which carries comprehensive insurance that protects the event and the organization.
11. Event is held rain or shine. If there is a declaration of emergency whether for weather or other, the Great Allegany Run is in close contact with all media outlets toward this announcement.

Item Attachment Documents:

2. Letter from Bonita Austin on behalf of the Carver Community Center Board of Directors requesting a property tax waiver for the 2019-2020 tax year for property owned by Carver Community Center at 340 Frederick Street

Carver Community Center Inc.
P.O. BOX 241/340 Frederick Street
Cumberland, Maryland 21502

June 20, 2019

Cumberland City Council

57 N. Liberty Street

Cumberland, Maryland 21502

Dear Cumberland City Council,

The Carver Community Center Inc. wishes to again request the tax fee waiver for account numbers: 23003422, 23001233 & D05149406001202 within the city of Cumberland. The Carver Community Center Inc. will also be requesting this same waiver from the Allegany County Government.

The Carver Community Center is a small local 501 C 3 nonprofit founder through various partnerships between the cities, county, and state governments as well as many local church, community and civic organizations.

The Carver Community Center Inc., Board of Directors will greatly appreciate any assistance that you can give to us in this matter and in support of all of our future endeavors.

Sincerely,



Bonita Austin

Carver Community Center Inc. Board of Directors

RCVD
CLERK'S OFFICE
2019JUL1 AM10:00

Inquiry

Documents Exist

Prop#...: 23-003422
Owner...: CARVER COMMUNITY CENTER INC
Address: 340 FREDERICK ST
Mail To: CARVER COMMUNITY CENTER INC
340 FREDERICK ST
CUMBERLAND

School Dist.: CUMB SCHLS
F22=Add'l Info

Phone...:

MD 21502-1729

Payoff Date : 7/01/2019
Total Billed: 24,010.38
Tot. Dsc App: .00
Total Paid...: 2,045.00
Total Due W/SC: 21,965.38

Enter Option: _

F3=Exit

| X | Year | Perd | Type | Bill# | Tax | Pen | Int | Collected | Remaining Balance |
|---|------|------|------|-----------|----------|-----|---------|-----------|-------------------|
| - | 2019 | 1 | 1 | 201911957 | 10075.85 | .00 | .00 | .00 | 10075.85 |
| - | 2018 | 1 | 1 | 201811978 | 10075.85 | .00 | 1813.68 | .00 | 11889.53 |
| - | 2002 | 1 | 1 | 980057699 | 1859.10 | .00 | 185.90 | 2045.00 | .00 |

City of Cumberland **Live**
7/01/19

PROPERTY TAX SYSTEM

TA0080S1

Inquiry

Documents Exist

Prop#...: 23-001233
Owner...: CARVER COMMUNITY CENTER INC
Address: FREDERICK ST *TXC015*
Mail To: CARVER COMMUNITY CENTER INC
PO BOX 241

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 7/01/2019
Total Billed: 1,381.14
Tot. Dsc App: .00
Total Paid...: 852.23
Total Due W/SC: 528.91

CUMBERLAND

MD 21501-0241

Phone...:

Enter Option: _

F3=Exit

| X | Year | Perd | Type | Bill# | Tax | Pen | Int | Collected | Remaining Balance |
|---|------|------|------|-----------|--------|-----|-------|-----------|-------------------|
| - | 2019 | 1 | 1 | 201911873 | 242.63 | .00 | .00 | .00 | 242.63 |
| - | 2018 | 1 | 1 | 201811897 | 242.63 | .00 | 43.65 | .00 | 286.28 |
| - | 2006 | 1 | 1 | 200611049 | 129.86 | .00 | 44.20 | 174.06 | .00 |
| - | 2005 | 1 | 1 | 200510983 | 108.06 | .00 | .00 | 108.06 | .00 |
| - | 2004 | 1 | 1 | 200404982 | 91.96 | .00 | .00 | 91.96 | .00 |
| - | 2003 | 1 | 1 | 000089667 | 69.81 | .00 | 7.00 | 76.81 | .00 |
| - | 2002 | 1 | 1 | 000079275 | 55.02 | .00 | 6.60 | 61.62 | .00 |
| - | 2001 | 1 | 1 | 000068075 | 55.02 | .00 | .00 | 55.02 | .00 |

Item Attachment Documents:

3. Letter from Sean and Kristie Thomas requesting to hold the 70th Annual South Cumberland Halloween Parade on Wednesday, October 30, 2019 at 7:00 p.m.

THE SOUTH CUMBERLAND
BUSINESS & CIVIC ASSOCIATION, INC

Mayor and City Council
57 N Liberty St
Cumberland, Maryland 21502

July 25, 2019

Dear Mayor Morriss and City Council,

On behalf of the South Cumberland Business & Civic Association, we are requesting to hold the 70th annual South Cumberland Halloween Parade on Wednesday, October 30th, 2019. Units will begin to form in the designated formation areas starting at 6:00 pm with the parade beginning at 7:00 pm. The parade will last approximately three hours.

We will be in contact with Lt. Andy Tichnell of the Cumberland Police Department to assist with traffic control, etc. We will be in contact with the Cumberland Street Department at the appropriate time for no parking sign placement and cone/barricade placement for the parade. We will also be submitting the Special Event Permit to the State Highway Administration due to the parade involving State Route 51.

Any questions or concerns please feel free to contact us at 301-722-6759 or seanbt@atlanticbb.net

Sincerely,

Sean and Kristie Thomas
Co-Chairs, 70th annual South Cumberland Halloween Parade