



# Mayor and City Council of Cumberland

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

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

---

## AGENDA

M&CC Regular Meeting  
City Hall

DATE: April 18, 2023

### OPEN SESSION – 6:15 PM

#### Pledge of Allegiance

#### Roll Call

#### Director's Reports

##### (A) Administrative Services

1. Administrative Services monthly report for March 2023

##### (B) Engineering

1. Engineering Department monthly report for March 2023

##### (C) Public Works

1. Maintenance Division monthly report for March 2023

##### (D) Fire

1. Fire Department monthly report for March 2023

##### (E) Police

1. Police Department monthly report for March 2023

#### Approval of Minutes

1. Approval of the Work Session Minutes of March 7th and 21st, and April 4th, the Regular Session Minutes of March 21st and April 4th, and the Closed Session Minutes of November 15th and December 6th, 2022

#### Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

## **New Business**

### **(A) Ordinances**

1. Ordinance 3941 (*1st reading*) - authorizing the transfer of 471 Goethe Street to Justin Lamp for the purchase price of \$250
2. Ordinance 3942 (*1st reading*) - authorizing the transfer of 220 Harrison Street to Linda Dermer for the purchase price of \$5,000
3. Ordinance 3943 (*1st reading*) - authorizing the transfer of 800 Maryland Avenue to C Corp Leasing for the purchase price of \$100
4. Ordinance 3944 (*1st reading*) - authorizing the transfer of 804 Maryland Avenue to C Corp Leasing for the purchase price of \$100
5. Ordinance 3945 (*1st reading*) - authorizing the transfer of 222 Bond Street to Gregory Mallow for the purchase price of \$1,800
6. Ordinance 3946 (*1st reading*) - authorizing the transfer of 124 Columbia Street to Michael Bennett for the purchase price of \$2,000

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

1. Order 27,215 - accepting the State Bid estimate for equipment and installation from East Coast Emergency Lighting Inc. to upfit three (3) 2023 Ford Police Interceptor vehicles at a total cost of \$31,749.56
2. Order 27,216 - accepting the bids of Univar Solutions, Shannon Chemical Corporation, USALCO and Carus LLC for the Combined Chemical Bid FY24 (2022-31-UTIL), with the estimated cost for chemicals per department being \$592,208 for the Water Reclamation Facility and \$522,888 for Water Filtration
3. Order 27,217 - accepting the PE FEA (Preliminary Engineering - Field Applications Engineering) from CSX for the replacement of the Fayette Street Bridge over CSX project (City Project 2022-24-BR) in an amount not to exceed \$31,570
4. Order 27,218 - authorizing the execution of a Capital Projects Grant Agreement 21-129 between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works (BPW) to provide funding for the Baltimore Street Access Project (City Project 12-16-M) in the amount not to exceed \$750,000
5. Order 27,219 - authorizing the execution of a Capital Projects Grant Agreement 18-136 between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works (BPW) to provide funding for the Baltimore Street Access Project (City Project 12-16-M) in the amount not to exceed \$420,000
6. Order 27,220 - authorizing the execution of an Outdoor Dining Lease Agreement with the New Creamery for the use of the public right of way immediately in front of and adjacent to each property for outside cafe dining for a one (1) year term effective May 1, 2023 through May 31, 2024

- [7.](#) Order 27,221 - authorizing the execution of Outdoor Dining Lease Agreements with the Baltimore Street Grill, City Lights American Grill and Bar and Uncle Jack's Pizzeria and Pub for the use of the public right of way immediately in front of and adjacent to each property for outside cafe dining for a one (1) year term effective June 1, 2023 through May 31, 2024
- [8.](#) Order 27,222 - authorizing the execution of an agreement with SADA Systems, Inc. for one year of Virtru Encryption Services for Google Mail/Drive in the not to exceed amount of \$25,711.40

### **Public Comments**

All public comments are limited to 5 minutes per person

### **Adjournment**

**File Attachments for Item:**

. Administrative Services monthly report for March 2023

# Administrative Services Monthly Report for March 2023

**April 18, 2023**

Honorable Mayor and City Council  
City Hall  
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of March 2023.

## **Information Technology Department**

March 2023

Johnna Byers, Director

### **Statistics**

170 new help desk requests

123 help desk requests resolved

### **Activities**

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue working on police mobile data terminal updates
- Move to Cisco WebEx Cloud phone system
- Continue investigating replacement property tax software
- Assist with move to Invoice Cloud
- Make adjustments to City Hall and Public Safety camera system

## **Parks and Recreation**

March 2023

*Ryan Mackey, Director*

- Meetings attended:
  - Monthly Parks and Rec Advisory Board Meeting on 3/6/23
    - BMX Track Group showed asking about grant status
      - Grant was approved. Started working towards BMX upgrades
    - Discussed use of Bowers trust. Chose new items as well as defined parameters for using it.
    - Started looking for new student board member
  - Shade tree Commission
  - Special Events planning (2)
  - National Night Out Planning Meeting
    - Parks and Rec will host movie night
- Events:
  - Preparation for Easter Egg Hunt at Constitution Park on 4/7/23
  - Preparation for Arbor Day on 4/17/23
  - Pavilion Rental Started
  - Field Usage Started
- Upcoming:
  - Easter Egg Hunt – 4/7/23
  - Arbor Day – 4/17/23
  - Parks and Rec Board Meeting 4/3/23

## **Community Development Report**

March 2023

*Kevin Thacker, Code Compliance Manager*

### **CODE COMPLIANCE**

#### **Noted Activity:**

102-106 Altamont Terrace has been acquired by the City and demolished for resolve of multiple years code compliance issues.

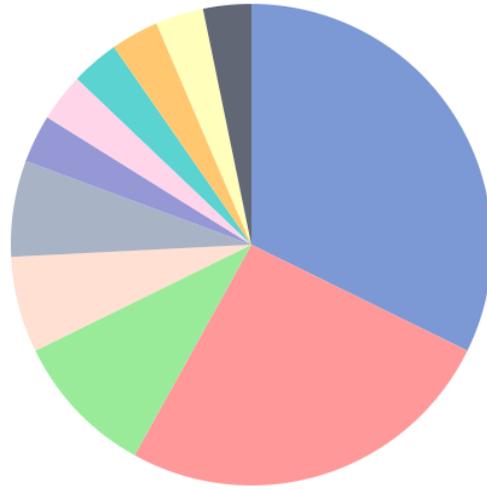
#### **Code Enforcement Activity:**

40 new cases received – 18 of those are still open

31 violation were found

33 cases have been resolved

Open Date From: 03/01/2023  
 Open Date To: 03/31/2023



Violations by Violation Type			
<span style="color: blue;">■</span>	Dwellings, yards and lots to be kept clean	10	32.3%
<span style="color: red;">■</span>	Licensing of rental dwelling units	8	25.8%
<span style="color: green;">■</span>	Duties of owner and operator	3	9.7%
<span style="color: orange;">■</span>	Registration of agents	2	6.5%
<span style="color: grey;">■</span>	Standards for good repair and safe condition	2	6.5%
<span style="color: purple;">■</span>	(10) Truck and vehicle parking requirements	1	3.2%
<span style="color: pink;">■</span>	Cutting of weeds	1	3.2%
<span style="color: cyan;">■</span>	Order to vacate	1	3.2%
<span style="color: yellow;">■</span>	Permits and certificates	1	3.2%

**Permits/Reviews & Rental Licenses:**

51 Total Permits/Reviews were issued  
 00 Rental Inspections were completed

**Building**

Residential..... 2  
 Commercial..... 0

**Miscellaneous**

Residential .....6  
 Commercial .....2

**Occupancy**

Residential .....1  
 Commercial .....6

**Signage**

Commercial ..... 4

**Electrical**

Residential..... 3  
 Commercial..... 2

**Plumbing**

Residential .....1  
 Commercial .....1

**Utility**

Residential .....1  
 Commercial .....1

**Demolition**

Residential ..... 1  
 Commercial ..... 1

**Use of Public ROW**

..... 10

**Rental Licenses**

.....8

**Rental Inspections**

Passed .....70  
 Failed .....0

**Plans, Reviews, Amendments and Appeals**

(ZA, RPR, SR, ZMA, ZTA, SRA)

(Type) Issued .....0

**Certificates of Appropriateness**

Issued.....7

**Request for Change/Amendment**

Issued.....2

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

Building Permits..... \$126.00  
 Miscellaneous Permits..... 120.00  
 Occupancy Permits ..... 195.00  
 Sign Permits ..... 117.00  
 Utility Permits..... 8,856.54  
 Plan reviews, Amendments & appeals ..... 0.00  
 Zoning Classification Détermination (info request)..... 0.00  
 Municipal Infractions (citations)..... 0.00

Certificates of appropriateness.....	210.00
Rental Licenses (new & renewals .....	625.00
Paid Rental Inspection Requests .....	0.00
<b>TOTAL .....</b>	<b>\$0.00</b>

Demolition Bonds Collected..... \$0.00

### Community Development Programs

March 2023

*Lee Borrer, Senior Community Development Specialist*

ARPA will be reported in the April report.

The 2023 Annual Action Plan process which began in January 2023 culminated in the project recommendations posted on March 17, 2023 online and in T/N paper. The 2nd Public Hearing is April 4, 2023 at M & CC meeting. The Annual Fair Housing Event will be at ACM on April 25, 2023 9am - 1pm. The City will meet the HUD Timeliness test per Lee's projections by May 2. Staff is grateful for interdepartmental cooperation at reaching this goal.

CDBG- CV (COVID) funds are 54% expended.

Community Development Block Grant (CDBG) Monthly Activity	March 2023 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$0.00	\$402,700.00
Const Pk Including Playground Ph. 2 guard station		\$37,184.62	\$4,200.00	\$32,984.62
AYEPS Youth Center Facility Rehab	2020	\$4,753.75	\$0.00	\$4,753.75
<b>2020 Grant Totals</b>		<b>\$444,638.37</b>	<b>\$4,200.00</b>	<b>\$440,438.37</b>
Balt Street Redesign/Queen City/South Str	2021	\$232,721.00	\$0.00	\$0.00
Queen City project break away	2021	\$59,692.50	\$59,692.50	\$0.00
South Street project break away	2021	\$173,028.50		\$173,028.50
HRDC Rental Rehabilitation	2021	\$19,300.00	\$11,195.00	\$8,105.00
Admin	2021	\$126,426.00	\$89,789.16	\$36,636.84
Ind Cost	2021	\$15,120.00	\$9,477.00	\$5,643.00
Fair Housing	2021	\$8,454.00	\$8,037.87	\$416.13
YMCA Gilchrist HVA Replacement Ph. 2	2021	\$48,520.00	\$48,519.00	\$1.00

Targeted Foot & Bike Patrol	2021	\$3,961.00	\$3,959.57	\$1.43
Const Pk/Splashpad	2021	\$87,750.00	\$87,750.00	\$0.00
2021 PI credits				\$5,839.08
<b>2021 Grant Totals</b>				<b>\$229,670.98</b>
2022 PI credits	2022 HUD yr.			\$2,068.98
Balt Street Redesign/ South Street	2022	\$188,384.50	\$0.00	\$188,384.50

South Street project break away	2022	\$48,007.50	\$0.00	\$48,007.50
AYEP Youth Center Rehab	2022	\$10,000.00	\$0.00	\$10,000.00
Admin	2022	\$101,000.00	\$30,471.85	\$70,528.15
Ind Cost	2022	\$16,000.00	\$5,745.10	\$10,254.90
FH	2022	\$13,000.00	\$2,388.38	\$10,611.62
YMCA Gilchrist Gymnasium Roof	2022	\$36,000.00	\$0.00	\$36,000.00
AHEC Dental	2022	\$3,000.00	\$2,860.00	\$140.00
Long Term	2022	\$6,000.00	\$1,984.00	\$4,016.00
Short Term	2022	\$6,000.00	\$2,232.00	\$3,768.00
JFV Sidewalk Installation	2022	\$40,000.00	\$0.00	\$40,000.00
FCRC IPV	2022	\$10,500.00	\$1,873.61	\$8,626.39
Targeted Foot /Bike Patrols	2022	\$4,960.00	\$3,862.72	\$1,097.28
Jane's Place Inc.	2022	\$5,000.00	\$612.98	\$4,387.02
YMCA Food Program	2022	\$7,000.00	\$2,016.38	\$4,983.62
Const Pk Improvements/former Splashpad	2022	\$278,000.00	\$50,836.09	\$227,163.91
Gilchrist Security for Transi. Housing	2022	\$30,820.00	\$0.00	\$30,820.00
2022 Grant Totals	2022	\$803,672.00	\$104,883.11	\$698,788.89
July 2022 program income		\$4.61	2021 IDIS	
Aug 2022 program income		\$4.61	2021 IDIS	
September 2022 program income		\$2,059.76	2021 IDIS	
October 2022 program income		\$23.94	begin 2022 PI	
November 2022 program income		\$11.86	2022 IDIS	
December 2022 program income		\$19.24	2022 IDIS	
Total			Total All Yrs.	\$1,376,806.30
Total PI to 2022 EN begins Oct 2022 draw		\$55.04		
March 2023 Report	3/20/23			
Balances:	Year			
	\$440,438.37	2020		
	\$231,739.96	2021		
	\$698,843.93	2022		
	\$1,371,022.26	Total All		

CARES ACT CDBG Monthly Report	Amount Funded	Expended	Funds Remain	IDIS #	Not funded	
CV Associated Charities Emergency Homeless Prevention	\$7,614.48	\$7,614.48	\$0.00	1763		Apr Amend
CV Broadband & Technology Accessibility EXPANDED	\$172,456.00	\$91,806.18	\$80,649.82	1758	increase	
CV YMCA Gymnasium Roof (Gilcrist) NEW	\$40,600.00	\$0.00	\$40,600.00	1787		
CV Family Crisis Resource Center COVID hotline/Hepa new	\$84,544.00	\$15,731.74	\$68,812.26	1788		
CV3 AYEP Youth Center Rehabilitation SEE FUNDS ADDED	\$190,050.73	\$124,928.15	\$65,122.58	1764	increase	
CV YMCA Transi Hous 3rd Floor Rehab (flooring)	\$14,153.74	\$0.00	\$14,153.74	na		Apr Amend
<b>TOTAL CDBG CV BALANCE</b>		\$240,080.55	\$269,338.40		\$ -	
	B20MW24001, Award (1st rd)	\$476,251.00				
	B20MW24001, Award (3rd rd)	\$119,910.00				
Updated	Post Feb 2023 CDBG draw	\$596,161.00				
			% Expended	54.82%		

## Historic Planning/Preservation

March 2023

*Ruth Davis-Rogers, Historic Planner/Preservation Coordinator*

In addition to serving the public and answering daily questions and inquires I did the following:

### Historic Preservation Commission Meeting (HPC)

- Prepared and administered the Historic Preservation Meeting on March 15th
- Reviewed and administered Certificate of Appropriateness permits

### Meetings & Events

- Worked on Cumberland Historic Preservation Plan
- Met with and assisted Lakota while in town for site visit
- Attended Leadership Allegany class
- Attended ALLCON board meeting
- Assisted CEDC with Grant Review
- Attended DDC Marketing Committee Meeting
- Presented at ALLCON Adult Continuing Education Class
- Met with Preservation Maryland while in town for site visit
- Attended continuing education webinar NAPC

### Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Residential Accessibility Improvement Program
- Roof Replacement Program
- Conducted Section 106 Reviews (as needed) for various projects.

- Answered questions (as needed) regarding tax incentives from both current and potential building owners.
- Prepared and administered the Historic Preservation Meeting on March 15th
- Reviewed and administered Certificate of Appropriateness permits

### **Meetings & Events**

- Worked on Cumberland Historic Preservation Plan
- Met with and assisted Lakota while in town for site visit
- Attended Leadership Allegany class
- Attended ALLCON board meeting
- Assisted CEDC with Grant Review
- Attended DDC Marketing Committee Meeting
- Presented at ALLCON Adult Continuing Education Class
- Met with Preservation Maryland while in town for site visit
- Attended continuing education webinar NAPC

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

Administered/managed funding/grants for:

- Residential Accessibility Improvement Program
- Roof Replacement Program
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

**Comptroller's Office**  
Financial Activity Report  
March 2023  
Mark Gandolfi, City Comptroller

### **Cash Flow:**

Attached for your review is a Cash Flow Summary for the month of March 2023.

On March 1, 2023, the City had a cash balance of \$16.4 million (\$14.6 million invested in a value money market program and \$1.8 million participating in a sweep program at First United Bank). Disbursements exceeded receipts by \$2.6 million resulting in a cash balance of \$13.7 million at March 31, 2023 (\$12.7 million invested in a value money market program and \$1.5 million participating in a sweep program at First United Bank).

As of March 31, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)							\$ 2,697,149
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance	
FY 2023	\$ 2,694,986	\$ 58,412	\$ (217)	\$ 960,783	\$ -	\$ 1,792,398	
FY 2022	569,669	20,048	-	69,507	-	520,210	
FY 2021	201,792	105	-	-	-	158,036	
FY 2020	79,655	-	-	-	-	79,650	
FY 2019	27,493	-	-	-	-	27,139	
FY 2018	36,534	-	-	-	-	36,534	
FY 2017	16,326	-	-	60	-	16,266	
FY 2016	16,892	-	-	-	-	16,892	
FY 2015	17,363	-	-	-	-	17,363	
FY 2014	12,651	-	-	-	-	12,651	
FY 2013	9,056	-	-	-	-	9,056	
FY 2012	5,289	-	-	-	-	5,289	
FY 2011	2,890	-	-	-	-	2,890	
Prior FY's	2,775	-	-	-	-	2,775	
	<u>\$ 3,693,371</u>	<u>\$ 78,565</u>	<u>\$ (217)</u>	<u>\$ 1,030,350</u>	<u>\$ -</u>	<u>\$ 2,697,149</u>	

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

Real property (non-owner occupied)	\$839,381
Non-Corp Personal Property	4,352
Corporate Personal Property	529,043
Real Property (semiannual payments)	390,143
Real Property (Half Year)	29,479
	<u>\$1,792,398</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

<b>Cash and Investment Summary</b>		
<b>March 31, 2023</b>		
	Cash	Investments
Beginning Balance	\$ 16,361,909	\$ 30,603,966
Add:		
Cash Receipts	7,129,519	105,839
Investment Transfer	-	-
Less:		
Disbursements	9,754,286	500,000
Investment Transfer	-	-
Ending Balance	\$ 13,737,142	\$ 30,209,805
Restricted	\$ 4,473,057	\$ 10,003,545

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

<b>Restricted Cash</b>				
	<b>3/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>3/31/2023</b>
Police Seizures	\$ 88,349	\$ 22	\$ -	\$ 88,371
Bowers Trust	70,636	-	-	70,636
GOB 21	1,845,087	5,871	13,314	1,837,644
ARPA	1,035,565	3,296	-	1,038,861
Capital Projects	1,326,654	4,216	-	1,330,870
Demolition & Fiscal Agent Bonds	106,676	-	-	106,676
	<b>\$ 4,472,966</b>	<b>\$ 13,405</b>	<b>\$ 13,314</b>	<b>\$ 4,473,057</b>
<b>Restricted Investments</b>				
	<b>3/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>3/31/2023</b>
DDC	\$ 5,002	\$ 17	\$ -	\$ 5,019
GOB 21	3,555	13	-	3,568
ARPA	9,960,511	34,447	-	9,994,958
	<b>\$ 9,969,068</b>	<b>\$ 34,477</b>	<b>\$ -</b>	<b>\$ 10,003,545</b>

Increases to GOB21, ARPA and DDC are interest earnings on funds awaiting planned use.

Capital Projects is CSX funding received for the Fayette St. bridge replacement and the increase is the funding for the Cumberland St. bridge design.

DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

### **Capital Projects and Associated Debt:**

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds for the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

<b>Available Bond Proceeds</b>				
	<b>3/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>3/31/2023</b>
CDA 2019	\$ 786,131	\$ -	\$ 91,837	\$ 694,294
CDA 2021	5,331,425	-	60,063	5,271,362
GOB 21	1,848,641	-	7,431	1,841,211
	<b>\$ 7,966,197</b>	<b>\$ -</b>	<b>\$ 159,331</b>	<b>\$ 7,806,866</b>
<b>Decatur Street Project</b>				
	<b>3/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>3/31/2023</b>
MWQFA Series 2022A	\$ 446,513	\$ -	\$ -	\$ 446,513
MWQFA Series 2022B	180,276	-	-	180,276
Decatur Street Grants	352,277	-	-	352,277
	<b>\$ 979,066</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 979,066</b>
<b>CSO Projects</b>				
	<b>3/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>3/31/2023</b>
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
Evitts Creek Phase 4 Grant	-	-	-	-
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	<b>\$ 81,991,603</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 81,991,603</b>

CDA 2019 utilization of \$92K is toward the public safety building elevator upgrades. CDA 2021 utilization of \$60K includes \$5K toward the public safety building elevator upgrades, \$5K toward the McMullen Bridge design, \$19K toward the Fayette St. watermain replacement, and 31K toward the Avondale watermain replacement. GOB 21 utilization of \$10K includes \$13K toward the Fayette St. watermain; reduced by \$5.9K interest earned.

The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years. Construction is complete and administrative closeout is expected to be complete in April 2023.

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million of the loan amount being forgivable. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million of the loan amount being forgivable. A water reclamation facility grit removal and UV disinfection project is in the planning phase with the necessary funding in place. The grit removal and UV disinfection project is projected to begin during FY25 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million of the loan amount being forgivable. The 78" pipeline project is budgeted to begin construction during FY24 pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million of the loan amount being forgivable.

**COVID-19:**

***Available Funding (as of March 31, 2023)***

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury issued guidance providing greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue

- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation			
		Budgeted	Allocated Interest Earned	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$ 19,595,850				
Respond to the health emergency					
Community Programs					
DDC Assistance to Small Businesses		\$ 183,500		\$ 45,624	\$ 137,876
Promoting the Community		\$ 33,563		\$ 30,462	\$ 3,101
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 10,650	\$ 106,338	\$ 78,662
Pool Area		\$ 71,250	\$ 81,245	\$ 82,968	\$ 69,527
Janes Place for Abused Children		\$ 102,623		\$ 29,230	\$ 73,393
Union Rescue Mission		\$ 749,000		\$ 749,000	\$ -
Community Development Property Improvement		\$ 264,960		\$ 46,563	\$ 218,397
Affordable Housing Assistance		\$ 350,000		\$ -	\$ 350,000
YMCA Bus Replacement		\$ 216,000		\$ 134,151	\$ 81,849
PPE					
General		\$ 44,664		\$ 29,269	\$ 15,396
Facilities and Equipment		\$ 21,336		\$ 21,336	\$ -
Prisoner Processing Improvements		\$ 176,200		\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety		\$ 1,300,000		\$ 4,950	\$ 1,295,050
Premium Pay		\$ 833,952		\$ 833,952	\$ -
Revenue Loss		\$ 10,000,000		\$ 7,074,957	\$ 2,925,043
Infrastructure Investments					
South End Water Main Replacement		\$ 2,000,000		\$ 54,501	\$ 1,945,499
Industrial Blvd Water Main		\$ 2,000,000		\$ -	\$ 2,000,000
Replace 4" Water Lines with 6" (City-Wide)		\$ 1,073,452		\$ 17,068	\$ 1,056,384
Unallocated		\$ 1,000			\$ 1,000
Unallocated Interest Earned					\$ 195,154
<b>Total:</b>	<b>\$ 19,595,850</b>	<b>\$ 19,595,850</b>	<b>\$ 91,895</b>	<b>\$ 9,260,368</b>	<b>\$ 10,622,531</b>

Respectfully submitted,

Jeffrey Silka  
City Administrator

*sln*

**File Attachments for Item:**

. Engineering Department monthly report for March 2023

**City of Cumberland, Maryland  
Engineering Division - Monthly Report**

Capital Projects							March 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	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	<b>NO CHANGE</b> - WRA received notice from CSX on 7/7/21 stating that they would no longer allow access in yard for any investigative or rehab activities. This decision was reviewed and confirmed by Alex Saar (PE in Jacksonville office) on 10/29/21. City now assessing legal route of obtaining access to site.	MDI	11/24/2021
2008		06-08-S	Interceptor Sewer to Evitts Creek Pump Station Phase IV	This is the sewer along Evitts Creek upstream of the Pump Station. Project is to evaluate existing line and determine if repair or replacement is best option.	Design	<b>NO CHANGE</b> - Received engineering report from Gwin Dobson & Foreman on 1/18/22. Bobby Smith sent request to MDE on 1/24/23 to have funds transferred from Phase 3 to Phase 4 in order to move forward with this project. Awaiting response.	MDI	1/25/2023
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	<b>NO CHANGE</b> 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		19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	<b>NO CHANGE</b> - 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
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	<b>NO CHANGE</b> Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Rainy days (once a month) are the target for sampling at this time.	RJK	4/5/2023
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.	Construction	<b>UPDATED</b> - The project has been award to Triton Construction of Saint Albans, WV. Construction began on 4/3/2023. As of 4/12, all trees, shrubs, and planters have been removed on Baltimore Street. The Mechanic St Parklet is currently being demoed. Utility work is scheduled to begin on 4/14.	MDI	4/12/2023
2016		18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	<b>UPDATE</b> - State in lieu of Federal Aid approval letter received on 5/23/22. Gwin Dobson and Foreman submitted final construction bid packet on 2/24/23. Awaiting minor modifications to plans for SHA traffic control approval. Construction bidding to occur in late Spring/early Summer.	MDI	4/12/2023
2016		19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	<b>NO CHANGE</b> - The USACE is requiring the City to perform a Safety Assurance Review of the project. The City is coordinating the SAR requirements with USACE and further info will be provided.	RLS	1/26/2022

**City of Cumberland, Maryland  
Engineering Division - Monthly Report**

Capital Projects							March 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
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	<b>NO CHANGE</b> - 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
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	<b>NO CHANGE</b> - Phases 1 & 2 of the Cumberland Gateway project has moved into construction. The Department will support future phases for stormwater management reviews and traffic design support.	RLS	3/26/2021
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.	Construction Closeout	<b>UPDATE</b> - The project is complete other than the administrative closeout activities. The expectation is that the project will be formally closed in May 2023	RLS	4/6/2023
2018		08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	<b>NO CHANGE</b> - The project is in the Final Engineering stages and the City is currently working on Right of Way issues. The engineer also needs comments from CSX in order to submit the PS&E package.	RLS	1/25/2023
2018		09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Construction	<b>UPDATE</b> - The project is under construction	RLS	4/6/2023
2018		22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	<b>NO CHANGE</b> Proposals received proposals to extend the contract for FY24. Noble Environmental (Mountainview Landfill) and Burgmeier's Hauling submitted an acceptable 1-year extension in December 2022.  These proposals were accepted by M&CC in January.	RJK	4/5/2023
2018		26-18-M	Ridgeley Levee System Certification					
2018		31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	<b>NO CHANGE</b> - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018		32-18-FPM	Rehabilitation Assistance for Flood Damages to Flood Risk Management Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	<b>NO CHANGE</b> - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018
2018		44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	<b>NO CHANGE</b> - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2019		7-19-WFP	Filter Building Pilot Study	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	RFP	<b>NO CHANGE</b> - Project will begin once funding has been identified for the preliminary engineering report. Funds are expected to come from a future bond issuance.	RLS	1/25/2023
2019		14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	<b>NO CHANGE</b> 3-yr audit completed July 2023.	RJK	4/5/2023

**City of Cumberland, Maryland**  
**Engineering Division - Monthly Report**

Capital Projects							March 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2020		2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	<b>NO CHANGE</b> - Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020		6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	<b>NO CHANGE</b> - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Awaiting updated list from most recent cleaning and cameraing prior to moving forward with project.	MDI	3/30/2020
2020		9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Construction	<b>UPDATE</b> - Public works dept. has finished dumping in site #1 behind Long Field. They will place topsoil and seed this area in Spring. Site #2 (behind pool house) is now active dump site for all PW projects until full. Engineering responsible for intermittent E&S inspections.	MDI	1/25/2023
2020		13-20-WWTP	CSO Nine Minimum Controls Annual Review	A requirement of our LTCP and NPDES Report to look at these controls annually		<b>UPDATE</b> - NMC report spring 2023; to be finalized in June.	RJK	4/5/2023
2020		14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building	Planning	<b>NO CHANGE</b> - The building power should be restored in the near future to allow for the lights/HVAC equipment to be tested. Still no word on the plans for the building from the Board	RLS	1/25/2023
2020		17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023.	N/A	<b>NO CHANGE</b> - All jurisdictions and AquaLaw to met with MDE on the CO extension process on November 5, 2021, June 16, 2022, and November 29, 2022. MDE received two letters with the official requests and supporting documentation as next steps. MDE is working on a draft consent decree extension for the jurisdictions to review and comment.	RJK	4/5/2023
2020		29-20-S	Locust Grove Force Main & LaVale Water Main Replacement	Joint project between Allegany County Public Works & LaVale Sanitary Commission to replace the force main from the new Locust Grove Pump Station and replace water main to LaVale.				
2020		30-20-SWM	Grow West Facility Expansion	SWM Review for proposed expansion of Grow West MD Facility @ the industrial park.	Construction	<b>NO CHANGE</b> - Contractor continues construction of expansion. City monitoring SWM situation at incomplete stage, as rainwater collection tanks have not been installed.	MDI	10/8/2021
2021		2-21-WWTP	Influent Screening System Upgrade	Design and replacement of a new influent screening system at the headworks of the WWTP.	Construction	<b>UPDATE</b> - Carl Belt was the low bidder for the construction phase of this project, at \$1.4m. Construction began on 3/16/23. As of 4/12, one of the two screens has been removed and work inside the channel is being done prior to installation of the new screen. Estimated completion date is 9/1/23.	MDI	4/12/2023
2021		4-21-W	Route 220 20" Water Main Replacement	Project to replace the 20" water main in Route 220. The water line from I-68 to the State Prison is currently owned by the City. Discussion are being held between the City and County to partner on the project or transfer the asset to the County.	Planning	<b>NO CHANGE</b> - This project is in the planning stages in conjunction with Allegany County.	RLS	4/21/2021
2021		6-21-RE	Constitution Park Wading Pool Filter Renovation	Replace the cracked filter and other improvements to the mechanical building equipment for the wading pool.		<b>NEW</b> -		

**City of Cumberland, Maryland**  
**Engineering Division - Monthly Report**

Capital Projects							March 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021		8-21-WWTP	SCADA System Integration	Solicit bids for a qualified Industrial Control System Integrator to complete the Water/Wastewater SCADA System integration.	Construction	<b>NO CHANGE</b> - This project has been bid and MicroTech Designs was the selected consultant on a three year contract to support integration services for both the Water Filtration Plant and Water Reclamation Facility.	RLS	1/25/2023
2021		10-21-M	Undocumented Rights-of-Way	Decide how undocumented rights-of-way should be dedicated and what form of dedication is needed to prevent the rights-of-ways from accidentally being sold.	Study	<b>NO CHANGE</b> - Completed the review of a list of City owned surplus property for possible retention due to easement, utility or right-of-way needs. Evaluating using GIS to track City owned property, easements, parcels used for rights-of-way, etc. May need to request a legal opinion on several issues.	JRD	8/25/2022
2021		12-21-WWTP	Industrial Pretreatment USPI CWT Organics Permit Application	An application to discharge industrial wastewater as a Centralized Waste Treatment facility (Categorical Permit request by existing Significant Industrial User USPI)	Planning	<b>NO CHANGE</b> - Permit issued to USPI, effective date was November 22, 2021. USPI trade name is now RRCWT and operating completely as a CWT. RRCWT is receiving 3 waste sources as per permit modifications in December 2022.	RJK	4/5/2023
		13-21-W	Fayette Street Water Main Replacement and Street Repair	Replacement of watermain in Fayette Street from Allegany Street to Luteman Road, and the repair/repaving of the street as needed.	Complete	<b>COMPLETE</b> - Project required development of an ESC Site Plan and SOW. These were created and approved by ACSD and MDE on 10/14/21. Construction (using City forces) began on 10/18/21. Water line installation completed in Fall 2022. Final paving (Belt) to be completed by the end of April 2023.	MDI	4/12/2023
2021		14-21-RE	Constitution Park Splash Pad	The installation of a splash pad and surrounding recreational area in Constitution Park.	Construction	<b>UPDATE</b> - Project is to be funded from ARPA and CDBG. Due to high price tag, City Council voted down the installation of the splash pad. New scope of work included removal of wooden deck, grading, extension of concrete pool deck, and fence replacement. Carl Belt awarded project through SourcWell for \$499. Work began in December 2022. Only remaining construction item is the installation of the new chainlink fences.	MDI	4/12/2023
2021		16-21-M	Downtown ADA Improvements	This project includes the replacement of the curb ramps for compliance with the latest ADA requirements at the following locations: Baltimore/Mechanic intersection on the southwest and northwest corners, Liberty/Dexter intersection at the southeast and southwest corners, Centre/Dexter intersection at the southeast and southwest corners, and Centre/Fredrick intersection on the northeastern side.	Planning	<b>NO CHANGE</b> - A preliminary estimate to determine the amount of funding needed was prepared. An additional ramp at the corner of S. Centre Street and Union Street was added to the list. We will be seeking Future CDBG funding for this project.	JRD	1/23/2023
2021		19-21-M	South Street ADA Improvements	This project includes the replacement of curb ramps for compliance with the latest ADA requirements along South Street between Oldtown Road and Industrial Boulevard.	Construction	<b>UPDATE</b> - Construction has been underway on this project since early February. The majority of ADA ramps along South Street are complete. It is anticipated that the scope of work will be substantially complete by the end of April.	JAT	4/4/2023

**City of Cumberland, Maryland**  
**Engineering Division - Monthly Report**

Capital Projects							March 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021		20-21-M	Engineering Database Migration	This project will implement the migration of data from the Engineering Department's drawing database and project database to the Laserfiche document management system including the transfer of the scanned images of the Department's drawings from the file server into Laserfiche and the collection of additional metadata for each image.	Planning	<b>UPDATE</b> - Engineering has received a prototype for their project database from MCCi to begin testing. We are currently working with MCCi to fix any bugs or any other issues that arise during the testing process.	JAT	4/4/2023
2021		21-21-WFP	Water Allocation Permit Renewal PA DEP	The Water Allocation Permit is required to be renewed every 25 years. The City will use Gwin, Dobson and Foreman to work through the permit and establish how much flow we can pull from the reservoirs.	Permitting	<b>NO CHANGES</b> - Application submitted in March.	RJK	1/23/2023
2021		31-21-RE	Constitution Park Amphitheater Upgrades	Project to upgrade the Constitution Park Amphitheater.	Construction	<b>UPDATE</b> - Project is a part of the 5-year park improvement plan. City electricians have completed 80% of electrical scope, with remainder planned for Spring. Harbel awarded remaining scope of work for \$170,387. Work began in early January. Construction is approaching punch-list phase with estimated completion of May 1.	MDI	4/12/2023
<b>NOTE: Beginning in 2022, the Engineering Department will be migrating to a new project number format. The new number format places the 4-digit year first, a 2-digit yearly sequence second, and a 3 or 4-character project type code third.</b>								
2022	2022-02-WTR	2-22-W	South Cumberland Water Main Replacement Project	This project includes the replacement of undersized water mains in Humbird, Walsh, and Cumberland Park areas of Cumberland; plus the replacement a a 12" portion of the water main along the southern side of Industrial Blvd. (Route MD-51).	Design	<b>NO CHANGE</b> - Project is still under design and is expected to be completed in the Spring to allow the City to advertise construction this summer with Spring 2024 start date	RLS	1/25/2023
2022	2022-09-SHLD	09-22-M	Cumberland Street ADA Improvements	ADA improvements at the intersection of Johnson, Cumberland, and Market Streets	Design	<b>NO CHANGE</b> - This project is currently in preliminary design. The scope of work includes work that was not able to be completed under projects 24-18-M and 14-11-M. This project is currently on hold due to focusing on other priority projects.	JAT	7/19/2022
2022	2022-10-SWM	10-22-SWM	Messick Road Development	SWM Review and Utility Easement Review	Review	<b>NO CHANGE</b> - Waiting for support to be requested of the Engineering Department for this project.	RLS	2/2/2023
2022	2022-11-PBLD	11-22-PBLD	City Hall/Public Safety Building HVAC Improvements	American Rescue Plan Act (ARPA) Funded Project to improve the HVAC systems of these buildings to improve air quality capabilities and system energy efficiency.	Design	<b>UPDATE</b> - Design work for the City Hall Improvements will begin in May, with the expectation that construction will occur in Spring 2024	RLS	4/6/2023
2022	2022-12-PBLD	12-22-PBLD	Prisoner Processing Improvements	American Rescue Plan Art (ARPA) funded project to remodel the prisoner processing areas of the Cumberland Police Department in the Public Safety Building	Design	<b>NO CHANGE</b> - The Engineering Department is working with Sourcewell to scope out the project. Expecting to have a full proposal for construction in the Spring	RLS	1/25/2023
2022	2022-14-MISC	14-22-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	<b>NO CHANGE</b> - Contract underway. Paused for Winter Months	DTG	3/31/2023

**City of Cumberland, Maryland**  
**Engineering Division - Monthly Report**

Capital Projects							March 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2022	2022-15-MISC	15-22-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	<b>NO CHANGE</b> - Contract underway. Paused for Winter Months	DTG	3/31/2023
2022	2022-16-SHLD	2022-16-SHLD	Waverly Terrace Retaining Wall Replacement	Project to include replacement of retaining wall below road between 16 and 24 Waverly Terrace. Will include installation of storm sewer.	Planning	<b>NO CHANGE</b> - Currently developing preliminary cost estimate to install an inlet along Waverly to catch stormwater runoff and direct to nearby sewerline, as well as multiple repairs to retaining wall.	MDI	7/22/2022
2022	2022-17-UTIL	2022-17-UTIL	Fuel Bid Bid (Heating Oil)	Heating Oil bid for WRF and WFP	RFP	<b>COMPLETE</b> -		
2022	2022-18-PVG	2022-18-PVG	General City Paving FY22	This project includes mill and overlay of Winston St and the Virginia Ave subway - Belt Paving	Complete	<b>COMPLETE</b> - Belt Paving paved Winston Street between Queen City Drive and MD-51 (in front of Wendy's), as well as Virginia Avenue from MD-51 to Bowen St, as part of the MD-51 paving operations. In September/October, Belt paved the Decatur Heights area, specifically Footer Pl, Davidson St, Charles St, Fulton St, and Glenn St. All paving completed to date.	MDI	4/12/2023
2022	2022-19-RECR	2022-19-RECR	Constitution Park Guard House	Assisting Community Development with development of bid packet for upgrades to the Guard House. CDBG project.	Construction	<b>UPDATE</b> - Project included various improvements to the Guard House at Constitution Park, including electrical, new porch, and new siding. Original scope of work awarded to Harbel for \$67,000. Scope reduced to \$32,050 to fit CDBG budget. Construction began in December. One CO to process for the repair of rotten framing members. Working on punch-list items with estimated completion date of May 1.	MDI	4/12/2023
2022	2022-20-WFP	2022-20-WFP	Energy Audit WVU IAC	Energy Assessment by WVU Department of Industrial and Management Systems Engineering	Study	<b>COMPLETE</b> - WVU IAC completed this assessment in September 2022. Suggested projects are under review.	RJK	4/5/2023
2022	2022-21-WRF	2022-21-WRF	Energy Audit WVU IAC	Energy Assessment by WVU Department of Industrial and Management Systems Engineering	Study	<b>COMPLETE</b> - WVU IAC completed this assessment in October 2022. Projects suggested in the assessment are under review as part of the MEA Resiliency Program.	RJK	4/5/2023
2022	2022-22-PBLD	2022-22-PBLD	City Hall and Public Safety Building Elevator Upgrades	Project includes upgrades to elevators in City Hall and the Public Safety Building	Construction	<b>NO CHANGE</b> - Construction on the PSB elevators is slated to begin in March and completed by July. Currently budgeting to renovate the City Hall elevator in FY24	RLS	1/25/2023
2022	2022-23-SWM	2022-23-SWM	Queen City Armory SWM Review	SWM Redevelopment Review for two new structures on S. Wineow St. for Queen City Armory	Review	<b>UPDATE</b> - Project is now in construction. Working with EADS and owner to determine a cost effective solution that still complies with City and State SWM guidelines	MDI	4/12/2023
2022	2022-24-BR	2022-24-BR	Fayette Street Over CSX Rail Bridge Replacement A-C-08	Design and construction of the Fayette Street Bridge (A-C-08)		<b>UPDATE</b> - Prime AE has been selected as the engineering consultant for this project. Currently working on administrative matters to begin the design portion of the project.	RLS	4/6/2023
2022	2022-26-SHLD	2022-26-SHLD	Massachusetts Ave and New Hampshire Ave ADA Improvements	CDBG funded project to install ADA improvements and new sidewalk on Massachusetts Ave and New Hampshire Ave between Oldtown Road and Kentucky Ave	Design	<b>UPDATE</b> - The overall preliminary design and cost estimate of this project have been finalized. The paving portion of this project was delegated to the projected FY24 paving scope. Engineering will finalize the bid package as time allows so it is ready to bid when funding is available.	JAT	4/4/2023
2022	2022-28-WFP		UCMR5	Quotes for water plant sampling of UCMR5	N/A	<b>COMPLETE</b>	RJK	4/5/2023
2022	2022-29-M		Bellevue Street Brownfields Site MDE Project Review	EPATBA Program Phase I and Phase II as required to explore contaminants upon the Old Sacred Heart Hospital Site (remaining undeveloped properties)	Study	<b>NEW</b> - The City has successfully applied for a TBA program assessment for the property that had undergone a Phase I in 2005. An updated assessment is recommended prior to development plans commencing. Work on a new Phase I started January 2023.	RJK	1/25/2023

## City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects							March 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2022	2022-31-UTIL		Combined Chemical Bid			<b>NEW</b> - Every 3-years a new competitive chemical bid is advertised for the City and County facilities.	RJK	1/25/2023
2022	2022-32-RECR		Constitution Park Trails	CDBG funded project to install mountain biking and walking recreational trails within Constitution Park	Planning	<b>UPDATE</b> - Engineering is in the process of compiling the RFP for this project. We are taking a design/build approach with this project and are looking to add approximately 5 miles of trail to the Park.	JAT	4/4/2023
2022	2022-34-WTR		Fort Hill Reservoir Improvements	Project to include replacement of the liner and floating cover of the Fort Hill Reservoir	Design	<b>UPDATE</b> - Project went out for bid in November 2022. Only 1 bid received on 12/21/22, from Atlantic Lining Co, for \$703,100. Atlantic lining submitted final design drawings and specs for review on 4/4/23. Anticipated construction date is June 2023, with a duration of 4-6 weeks. City forces prepping for reservoir downtime.	MDI	4/12/2023
2022	2022-35-FPM		Ridgeley Bituminous Sill Repairs	Project to include repairs to the existing bituminous sill that caps the sheet piling in the Ridgeley railyard. Part of Cumberland's Flood Control System	Planning	<b>UPDATE</b> - This project is on hold until next FY due to higher than anticipated pricing from Rhinehart Railroad Co for supplemental rail and cross-tie rehab work (required vendor for WMSR work)	MDI	4/12/2023
2022	2022-36-PBLD		AST Compliance at MSC	Permit compliance for the fuel tanks at the MSC	N/A	<b>NEW</b> - Permit compliance for the fuel tanks at the MSC. New regulations under review and certified inspections of the fuel service station underway prior to June 2023.	RJK	1/25/2023
2022	2022-38-PVG		Queen City Drive Pavement Repairs	Project to include concrete patch repairs to the concrete pavement sections of Queen City Drive		<b>NO CHANGE</b> - The Street Department will NOT be undertaking this project. Engineering will need to issue a contract in the near future to execute these repairs.	RLS	1/25/2023
2022	2022-39-FPM		River walk and Potomac Industrial Dam Removal	Remove the industrial dam for the purposes of creating a river park with walking trails, moderate kayak course, docks for kayaks/canoes and a viewing area	Design	<b>NO CHANGE</b> - The project has been advertised for preliminary engineering services with Robert Smith, City Engineer, providing project management duties in place of Bill Atkinson. The project will be awarded to Civil and Environmental Consultants. Dee Dee Ritchie will still be overall project lead. Currently working on how the PER will be funded.	RLS	1/25/2023
2022	2022-40-PBLD		20-SW General Stormwater Permit MSC & WRF	State Stormwater Permit Renewal Process	N/A	<b>UPDATE</b> Stormwater NOI and SWPPP being updated for compliance with the new general permit requirements. Updates in progress.	RJK	1/25/2023
2022	2022-42-SHLD		Fletcher Alley Road Repairs	Repair section of Fletcher Alley behind 820 Greene, where old railroad ties used to support road have started to fail.	Planning	<b>NO CHANGE</b> - Planning for possible repairs is underway. Still need to confirm if garage at 820 Greene was permitted prior to determining final remediation plans.	MDI	4/12/2023
2023	2023-01-UTIL		MDE Pre Applications FFY23 FY25	Annual Pre Application Jan 2023	N/A	<b>COMPLETE</b> - Applications were submitted January 2023	RJK	4/5/2023
2023	2023-02-PVG		Avondale Ave. and Kentucky Ave. Paving Improvements	Mill and overlay of Avondale Avenue, Kentucky Avenue, Brentwood Street, and a Portion of Greenway Avenue, including trench patching where water mains were installed on Avondale Avenue and Brentwood Street. Plus an alternate bid option to mill and overlay the remaining portion Greenway Avenue	Construction Bidding	<b>NEW</b> - The project has been advertised for bids. The Pre-Bid meeting is scheduled for Feb. 08, 2023 at 9:00 a.m., and bids are due on Feb. 22, 2023 at 2:00 p.m.	JRD	1/25/2023
2023	2023-03-WTR		Water Tank Maintenance Service Contract	Maintenance Service Contract for the City's seven elevated water storage tanks. Includes yearly inspections, maintenance, and emergency repairs	Planning	<b>NEW</b> - Bid documents are still being generated for advertisement to have all water tanks maintained by a third party.	RLS	4/6/2023
2023	2023-04-SWM		ACM Volleyball Court SWM Review	SWM Review for proposed new volleyball courts at ACM	Complete	<b>COMPLETE</b> - Stormwater waiver approved for new proposed volleyball courts at ACM. No further updates.	MDI	4/12/2023
2023	2023-05-WRF		WRF Blower Building & GBT Building Roof	Removal of existing roof materials and installation of new roof	Construction	<b>UPDATE</b> - Construction is underway and expected to be completed in April.	RLS	4/6/2023



**File Attachments for Item:**

. Maintenance Division monthly report for March 2023

**MAINTENANCE DIVISION REPORT**  
**March 2023**

**Street Maintenance Report**

**Parks & Recreation Maintenance Report**

**Fleet Maintenance Report**

**Central Services Report**

**PUBLIC WORKS/MAINTENANCE  
STREET BRANCH  
MONTHLY REPORT  
MARCH 2023**

- **POTHoles AND COMPLAINTS**
  - Patched potholes on 16 Streets and 2 alleys using 6 tons of cold mix asphalt
  - Replaced the sidewalk on Fayette St. Placed 23 cy of concrete
  
- **UTILITY HOLES**
  - Completed 23 water concrete utility holes and 1 sewer concrete utility hole using 20 cy of concrete
  
- **TREE & BRUSH WORK**
  - Removed 13 trees and pruned 23 trees
  - Resolved and/or addressed 41 complaints/tree issues
  - Removed 15 stumps in the Constitution Park
  - Applied for the Plant Green Award. This will be 24 years receiving this award
  
- **STREET CLEANING OPERATIONS**
  - Performed street sweeping on 966 lane miles, collecting 51 loads of debris
  - Hauled 30 tons of street debris to the landfill
  
- **SIGN WORK**
  - Repaired/Installed 2 Traffic Control Signs
  - Repaired/Installed 4 Street Name Signs
  - Repaired/Installed/Removed 10 Handicapped Signs
  
- **MISCELLANEOUS**
  - Completed 77 Work Orders
  - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St. Bridge 5 times
  - Conducted monthly safety meeting and continued training newer employees
  - Set out Traffic Control for Hooley Pub Crawl
  - Performed Snow Removal 1 time this month

<b>STREET MAINTENANCE- MARCH 2023</b>		3/1-3/3	3/6-3/10	3/13-3/17	3/20-3/24	3/27-3/31	TOTAL
SERVICE REQUEST COMPLETED		4	22	31	11	9	77
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water	1	8	2	7	5	23
	Sewer		1				1
	Cy	1.00	4.50	5.50	5.00	4.00	20
	Tons						0
POTHoles FILLED	Streets		5	9	2		16
	Alleys		2		1		3
	Days						0
	Cold Mix		x				0
	Tons		1.0	4.0	1.0		6
PERMANENT PATCH	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED						2	2
STREET NAME SIGNS REPAIRED/INSTALLED					2	2	4
HANDICAPPED SIGNS	Repaired			3			3
	Installed			4		2	6
	Removed				1		1
CURB PAINTING PERFORMED	Blue			4		2	6
	Yellow						0
	Red				6		6
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	7	13	12	9	10	51
	Miles	101	167	190	362	146	966
SWEEPER DUMPS HAULED TO LANDFILL	Tons			16.51	13.82		30
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	1	5
TRAFFIC CONTROL	Events		1				1
SNOW REMOVAL	Days	1					1
CLEAN TRUCKS	Days		1		1		2
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas	7			5		12
CLEAN UP WASH & DEBRIS	Days		1				1
PK. & REC. TRASH PICKUP	Loads	2	3	3	3	1	12
LINED FOOTBALL FIELDS	Days				1		1

Dropped off garbage cans at Rocky Gap for Hooley Plunge

Cleaned up playground equipment at Pavilion 1 and replaced swings at playgrounds

Removed trees in fence line At Mason Complex

Replaced flags at Vets Park

Set out traffic control for Hooley Pub Crawl

Started to turn water on at Mason Complex first bathroom – water pressure low

Installed parking blocks behind bathrooms at Mason Complex

Repaired toilets and opened all bathrooms at Mason Complex

Repaired fence at Pine Ave. basketball court

Began flagger training for employees who required it

Started mowing at Mason Complex

Started to drag ball fields

Started to mow and trim parks and parklets

**PUBLIC WORKS/MAINTENANCE  
PARKS & RECREATION  
MONTHLY REPORT  
MARCH 2023**

- Constitution Park, Mason's Complex and Area Parklets
  - Cleaned up garbage 12 times
  
- Parks & Parklets Mowing
  - Parklets
    - Mowed 2 days
  
- Ball Fields
  - Flynn Field
    - Mowed 1 time
    - Drug 1 time
    - Lined 1 time
    - Spiked 1 time
  - Northcraft Softball Field
    - Mowed 1 time
    - Drug 1 time
    - Lined 1 time
    - Spiked 1 time
  - Nonneman Softball Field
    - Mowed 1 time
    - Drug 1 time
    - Spiked 1 time
  - Cavanaugh Field
    - Mowed 1 time
    - Drug 1 time
    - Lined 1 time
    - Spiked 1 time
  - Abrams Field
    - Mowed 1 time
    - Drug 1 times
    - Lined 1 time
    - Spiked 1 time

- Long Field
  - Mowed 1 time
- JC Field
  - Mowed 1 time
- Galaxy Field
  - Mowed 1 time
  - Lined 4 time
- Pistol Range
  - Mowed 1 time
- Mason's Playground
  - Mowed 1 time
  
- Miscellaneous Work
  - Dropped off garbage cans at Rocky Gap for the Hooley Plunge
  - Cleaned playground equipment in Park
  - Removed trees in fence line @ Mason Complex
  - Replaced swings at playgrounds
  - Replaced flags at Vets Park
  - Began turning water on for bathrooms and making repairs to bathrooms at all locations
  - Installed parking blocks behind bathroom at Mason complex
  - Repaired fence at Pine Ave basketball courts

**FLEET MAINTENANCE  
MONTHLY REPORT  
MARCH 2023**

<b>DEPARTMENT</b>	<b>REPAIRS</b>
Central Services	3
Community Development	5
DDC	0
Engineering	1
Fire	9
Fleet Maintenance	7
Flood	0
MPA	0
P & R Maintenance	15
Police	23
Public Works	0
Sewer	16
Snow Removal	8
Street Maintenance	29
Water Distribution	35
WFP	1
WWTP	3
In House Fleet Maintenance Projects	7
Scheduled Preventative Maintenance	34
Field Service Calls	21
Total Fleet Maintenance Projects	217
Total Repair Orders Submitted	39
Fleet Maintenance Risk Management Claims	0

**CENTRAL SERVICES  
MONTHLY REPORT  
MARCH 2023**

- **City Hall**: State inspections for the boiler. Installed a new cat6 cable and outlet to a desk in front of the mailroom main floor. Moved all the Christmas decorations for the old HRDC build to the third floor of PSB shop. Put the standing sign holder together for Allison. Finished up the carpet in the IT department and office on the second floor.
- **Municipal Service Center**: State inspections for the air compressors. Repaired three of the toilets in the main bathroom that were broke loss from the floor and unclogged the main sewer line.
- **Public Safety Building**: State inspections for the boilers, air compressors and hot water heaters. Checked garage door on Police side for possible damage for a car. Replaced all the batteries in all of the emergency lights and exit signs. Install a new clothes dryer and removed the old one, second floor Fire Department side. Repaired the data jack for the phone in the main lobby. Replaced the landline on one of the ambulances in the fire garage. Repainted the yellow lines in the fire garage bays. Replaced the cable on door #2 in the fire garage.
- **Fire Stations #2**: Checked the boiler. Tested the two A/C split units for the summer. Checked the garage door to make sure operating correct.
- **Fire Station #3**: Check the building twice a month to make sure the boiler is running and no water leaks. Oil the boiler pump. Replaced the door knob on the side door.
- **Canadian Hose House**: Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks.
- **Downtown Area & Mall**: Removed all the pole lights from Centre St to Mechanic St on Baltimore St before the construction started. Set up the new stage for the ground breaking event for the new Mall construction.
- **Traffic and Street Lights**: Monthly routine preventive maintenance on the 21 traffic control cabinets. Reported 34 street light to the power company to repair. Replaced bulbs in the traffic lights at Henderson and Valley St intersection.

- **Parks areas:** Replaced a heater in the first bathroom at Mason Complex. Turned the water on in both bathrooms at Mason Complex. Repair the grinder pump at the lower bathrooms at Mason Complex. Repair a window in the building at the Jaycee complex that was kicked out. Got all the measurements to replace the porch roof with metal and spindles and paint.
- **Sewer Department:** Checked on the furnace in the garage at WWTP.
  
- Load tested generators. March 23, 2023
- Monthly Safety Meeting – March 15, 2023
  
- PM's on all the pumps and motors at PSB, City Hall and MSC

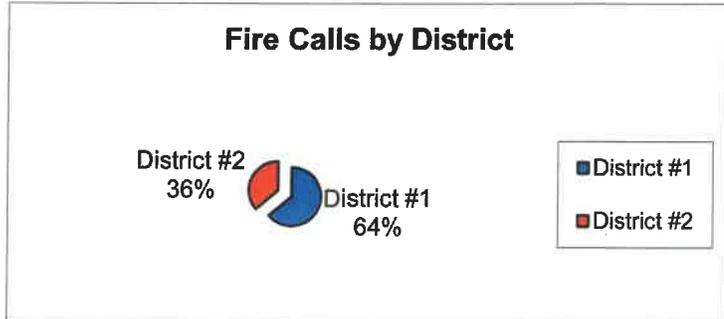
**File Attachments for Item:**

. Fire Department monthly report for March 2023

**REPORT OF THE FIRE CHIEF FOR THE MONTH OF MARCH, 2023**  
**Prepared for the Honorable Mayor and City Council and City Administrator**

**Cumberland Fire Department Responded to 111 Fire Alarms:**

Responses by District:	
District #1	69
District #2	39
Out of City	3
	<hr/> 111



Number of Alarms:	
First Alarms Answered	111

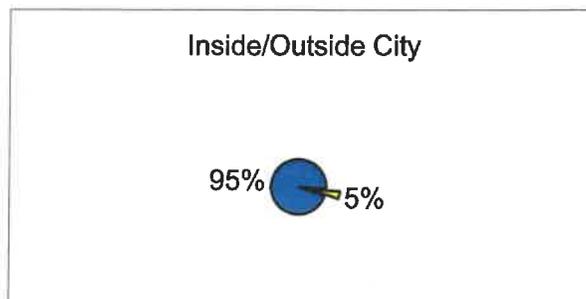
Calls Listed Below:	
Property Use:	
Public Assembly	1
Educational	1
Institutional	5
Residential	60
Mercantile, Business	6
Industrial/Utility	0
Storage	1
Special Properties	37
	<hr/> 111

Type of Situation:	
Fire	4
Overpressure, Rupture	1
Rescue Calls	51
Hazardous Conditions	10
Service Calls	4
Good Intent Calls	20
Severe Weather	2
False Calls	19
	<hr/> 111

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in March:	\$5,070.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$10,900.00
Fire Service Fees for Fire Calls Paid In March:	\$1,290.00
FY2023 Fire Service Fees Paid in FY2023:	\$2,750.00
Total Fire Service Fees Pain in FY2023:	\$2,890.00
Fire Service Fees for Inspections and Permits Billed in March:	\$450.00
Fire Service Fees for Inspections and Permits Paid in March:	\$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$2,100.00

**Cumberland Fire Department Responded to 470 Emergency Medical Calls:**

In City Calls	448
Out of City Calls	<u>22</u>
Total	470



**Cumberland Fire Department Provided 3 Paramedic Assist Calls:**

0 Paramedic Assist Calls within Allegany County	
3 Paramedic Assist Calls outside of Allegany County	
	<u>3</u>
Fort Ashby VFD, WV	1
Ridgeley VFD, WV	1
Wiley Ford VFD, WV	<u>1</u>
	3

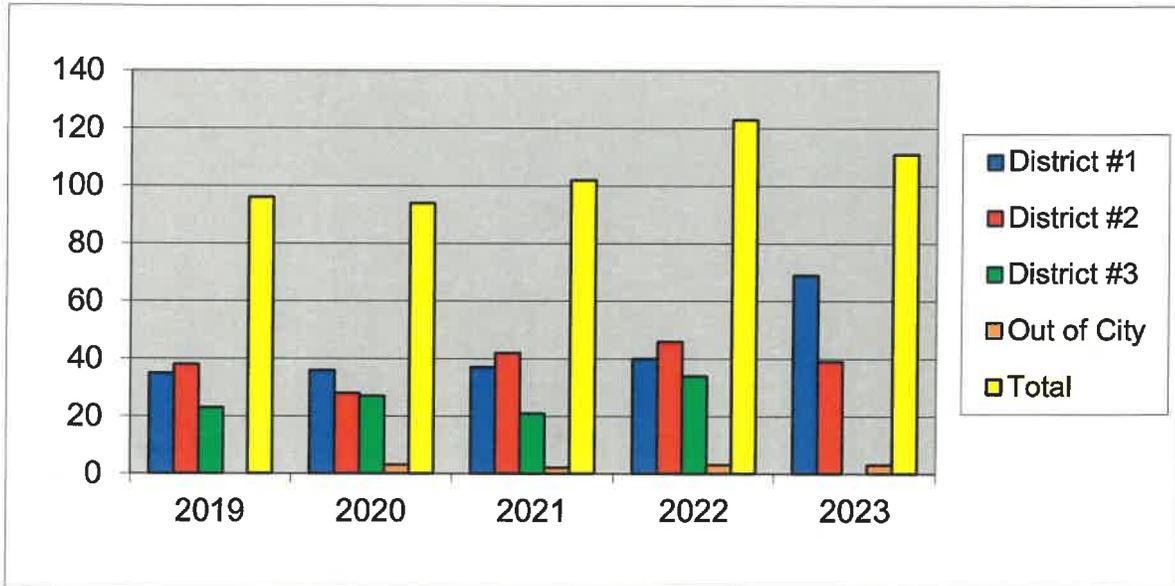
**Cumberland Fire Department Provided 19 Mutual Aid Calls:**

18 Mutual Aid Calls within Allegany County	
1 Mutual Aid Calls outside of Allegany County	
	<u>19</u>
Bowman's Addition VFD	10
Cresaptown VFD	7
Flintstone VFD	<u>1</u>
	18
Ridgeley VFD, WV	<u>1</u>
	1

Total Ambulance Fees Billed by Medical Claim-Aid for March:	\$202,944.49
Ambulance Fees Billed Fiscal Year to Date:	\$1,412,869.02
Ambulance Fees Paid:	
Revenue Received in March:	\$132,830.70
FY2023 Ambulance Fees Paid in FY2023:	\$822,474.33
Total Ambulance Fees Paid in FY2023:	\$1,013,976.41
(All ambulance fees, current and previous fiscal years, paid in FY2023.)	

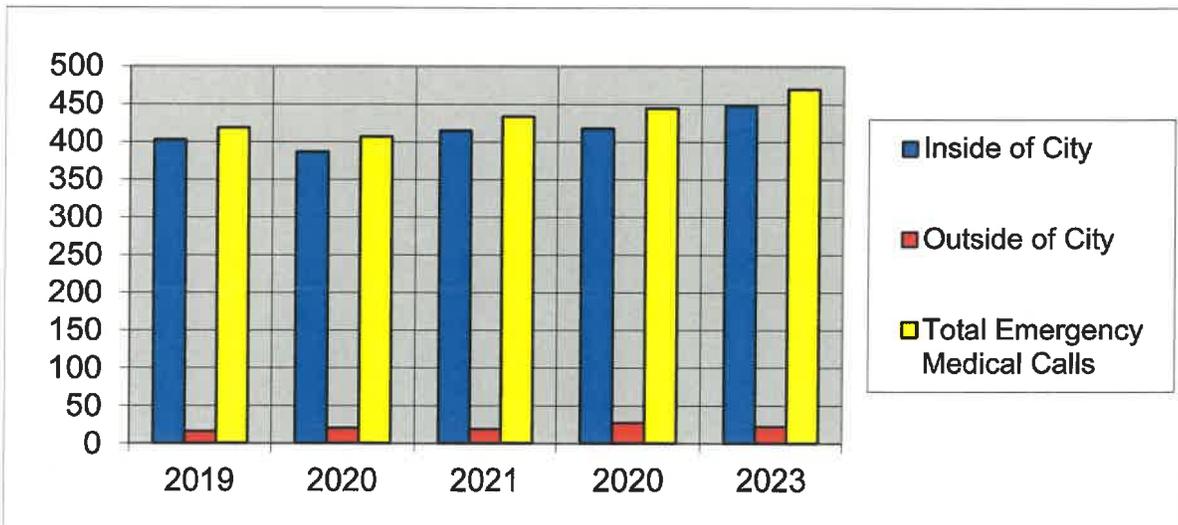
**Fire Calls in the Month of March for a Five-Year Period**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
District #1	35	36	37	40	69
District #2	38	28	42	46	39
District #3	23	27	21	34	0
Out of City	<u>0</u>	<u>3</u>	<u>2</u>	<u>3</u>	<u>3</u>
Total	96	94	102	123	111



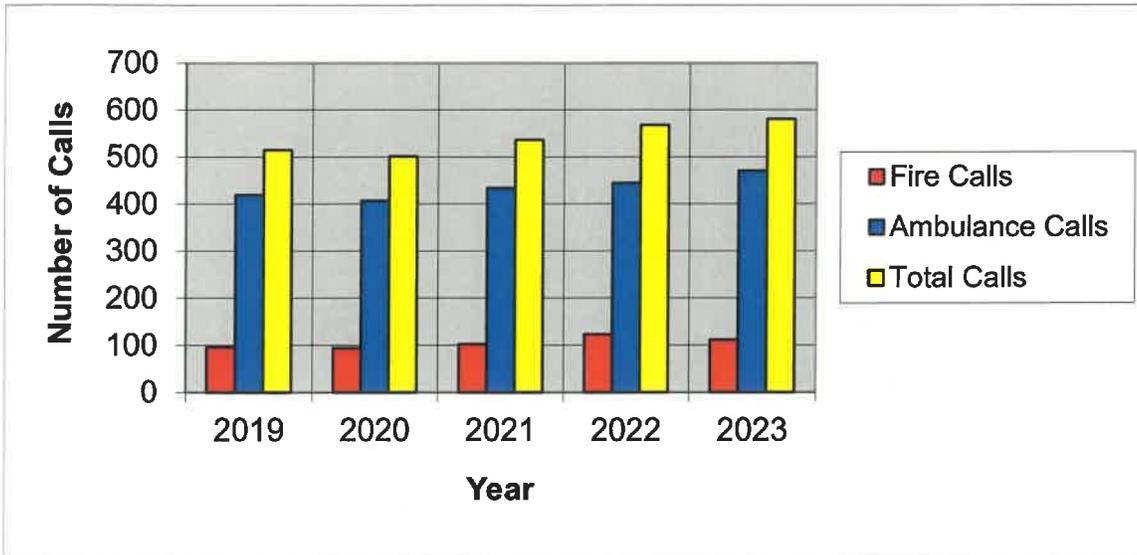
**Ambulance Calls in the Month of March for a Five-Year Period**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2023</u>
Inside of City	403	387	415	418	448
Outside of City	<u>16</u>	<u>20</u>	<u>19</u>	<u>27</u>	<u>22</u>
Total Emergency Medical Calls	419	407	434	445	470



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

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Fire Calls	96	94	102	123	111
Ambulance Calls	419	407	434	445	470
Total Calls	515	501	536	568	581



**Training:**

Departmental Training:

397 man hours

- SCBA
- Infection Control Exposures
- Fire Inspections
- Pump Operations
- Video Laryngoscopy
- Hose Operations
- Rapid Intervention Team
- First Aid
- Aerial Operations
- Apparatus Check Procedures
- Ladder Operations
- Driver Training
- Rescue Operations
- Risk Management

**Fire Prevention Bureau:**

Investigations Conducted:	1
Inspections Performed:	14
Conferences Held:	15
Complaints Received:	6
Correspondence Written:	77
Plans Reviewed:	11
Public Education:	3
Burning Permits:	9

**Personnel:** Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

**File Attachments for Item:**

. Police Department monthly report for March 2023



# **City of Cumberland Department of Police**

**Monthly Report**  
**March 2023**



# City of Cumberland Department of Police

## Monthly Report

### March 2023

#### Part 1 Crimes for the Month

	2022		2023		2022		2023		2022		2023	
Aggravated Assaults	4	8	B & E (All)	8	4	Murder	0	0	Rape	2	2	
Robbery	2	1	Theft - Felony	0	1	Theft - Vehicle	2	1				

#### Selected Criminal Complaints for the Month

	2022		2023		2022		2023		2022		2023	
Theft - Misdemeanor	28	13	Theft - Petty	21	26	Domestic Assaults	27	14	CDS	39	32	
Disturbances	123	139	DOP/Vandalism	14	11	Indecent Exposure	0	0	Sex Off - Other	4	4	
Suicide	0	0	Suicide - Attmp.	0	0	Tampering M/V	0	0	Abuse - Child	1	3	
Trespassing	21	29	Assault on Police	4	2	Assault Other	30	24				

#### Selected Miscellenous Incidents for the Month

	2022		2023		2022		2023		2022		2023	
Alcohol Volations	2	1	Juvenile Compl.	19	25	Missing Persons	6	5	School Resource	317	156	
School Threat	0	0	Sex Off. Regist.	5	5	Truancy	1	0	Death Investigation	7	7	

#### Selected Traffic Incidents for the Month

	2022		2023		2022		2023		2022		2023	
DWI	9	15	Hit & Run	24	21	M/V Crash	53	52	Traffic Stop	668	465	

#### Selected Service Calls for the Month

	2022		2023		2022		2023		2022		2023	
Alarms	45	49	Assist Motorist	31	24	Check Well-Being	117	119	Foot Patrol	83	110	
Assist Other Agency	90	93	Bike Patrol	0	0	Special Events	6	4	Suspicious Activity	66	84	

#### Current Incident Status for the Month

	2022		2023		2022		2023		2022		2023	
Open	37	90	Arrest	295	248	Closed	2510	2244	Suspended	56	40	



# City of Cumberland Department of Police

## Monthly Report

### March 2023

#### Arrests Totals for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
M/V Citations	80	68	M/V SERO	3	3	M/V Warnings	573	390	Arrest on View Adult	40	44
Arrest On Crim. Cit.	16	16	Arrest Summons	28	26	Arrest Warrant Adult	60	41	Adult Crim.	147	128
Arrest Summon (Chrg)	24	22	Arrest Warrant (Chrg)	29	13	Juvenile Crim.	20	15	Arrest on View Juv	19	14
Arrest Warrant JUV	0	0	Emer. Petition	46	50	Fingerprinting	0	0	RunAway & Miss Per.	7	5
Civil Citation	4	2									

**Total Incidents Reported :**
**2022**
**2023**  
**2,898**
**2,622**

---

**Chuck Ternent - Chief of Police**

# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

March 2023

### SWORN PERSONNEL: 51 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	7 recruits
Medical/Modified Duty	0 officers

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

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

\*=Grant funded

\*\*=Shared costs with other agencies

### LEAVE REPORT

VACATION TAKEN: 686.5  
COMP TIME USED: 68.25  
SICK TIME USED: 244

YEAR TO DATE (beginning 07/01/22): 6,991  
YEAR TO DATE (beginning 07/01/22): 1,141.25  
YEAR TO DATE (beginning 07/01/22): 1,830.25

### OVERTIME REPORT

OVERTIME WORKED: 39.75  
HOSPITAL SECURITY: 96  
COURT TIME WORKED: 476.5

YEAR TO DATE (beginning 07/01/22): 1,615.75  
YEAR TO DATE (beginning 07/01/22): 560.5  
YEAR TO DATE (beginning 07/01/22): 3,209.5

**File Attachments for Item:**

1. Approval of the Work Session Minutes of March 7th and 21st, and April 4th, the Regular Session Minutes of March 21st and April 4th, and the Closed Session Minutes of November 15th and December 6th, 2022



# Mayor and City Council of Cumberland

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

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

---

## MINUTES

M&CC Regular Meeting  
City Hall, Cumberland MD

DATE: March 21, 2023

### **I. OPEN SESSION – 6:15 p.m.**

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

### **III. Roll Call**

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

**Also Present:** Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Michael S. Cohen, City Solicitor; Chuck Ternent, Chief of Police

### **IV. Statement of Closed Meetings**

Mayor Morriss announced that closed sessions had been held on March 21, 2023 at 2:30 p.m. and 4:45 p.m., and read into the record summaries of those sessions which are attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

### **V. Presentations**

1. Presenting PFC James Beck with the 2022 Cumberland Police Department Officer of the Year Award

Chief Ternent provided background on PFC James Beck and his career in the CPD as an SRO (School Resource Officer). He explained that it’s not an easy job and said every incident impacts people more than a regular case, with problems extending into homes and communities. The Chief stated that Officer Beck is an effective SRO and has developed relationships with students and staff and is dedicated to the safety in schools. He added Officer Beck works long hours but does not complain, and is a great asset to the department.

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

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

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

1. Administrative Services monthly report for February 2023

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

1. Maintenance Division monthly report for February 2023

### **(C) Fire**

1. Fire Department monthly report for February 2023

### **(D) Police**

1. Police Department monthly report for February 2023

## **VII. Approval of Minutes**

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

1. Approval of Regular Session Minutes - October 20, November 1 & 15, and December 6 & 20, 2022; January 3 & 17, February 7 & 21, 2023, and the Work Session Minutes of October 20, 2022 and November 15, 2022

## **VIII. Public Comments**

Mayor Morriss called for questions or comments about tonight's agenda items.

*There were no sign-ups to discuss any agenda items*

All public comments are limited to 5 minutes per person

## **IX. Unfinished Business**

### **(A) Ordinances**

1. **Ordinance 3940** (*2nd and 3rd readings*) - authorizing the transfer of 13 W. Clement Street to Richard Pravlik for the purchase price of \$7,500.

**SECOND READING:** The ordinance was submitted in title only for its second reading.

**Motion** to accept the second reading and move to the third after comment was made by Council Member Marchini, seconded by Council Member Frazier, and was passed on a vote of 5-0

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

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

## **X. New Business**

### **(A) Resolutions**

1. **Annexation Resolution R2023-01 ANNEX** (*1 reading only*) - to annex land located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc.

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

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

Mr. Silka reviewed each item on the Consent Agenda. Motion to approve all items was made by Council Member Marchini, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

**Order 27,200** - declaring the second floor of City Hall, including Council Chambers and the 2nd floor Conference Room to be dedicated work space and not open to the general public, with the exception of regularly scheduled public meetings.

**Order 27,201** – authorizing a pay adjustment of 11% for all non-union full-time and part-time employees, effective April 2, 2023.

**Order 27,202** - executing a memorandum of understanding with the AFSCME Local #553 with regard to a one-time pay adjustment.

**Order 27,203** - executing a memorandum of understanding with the IAFF Local #203 regarding a one-time pay adjustment.

**Order 27,204** - executing a memorandum of understanding with the United Food and Commercial Workers Local 1994 MCGEO with regard to a one-time pay adjustment.

**Order 27,205** - approving the sole source purchase of Body Worn Cameras from Utility Associates, Inc. in an amount not to exceed \$449,475, to be broken down over five years consisting of \$179,790 for the first year (100% grant funded) and \$67,421.50 for years 2-5 (General Fund or grant funded).

**Order 27,206** - authorizing the Chief of Police to accept the State bids from Hertrich Fleet Services Inc. for two (2) road ready 2023 Ford Police Interceptor Utility police vehicles at \$49,778 each and one (1) 2023 Ford Police Interceptor Utility police vehicle at a cost of \$46,710, for a total cost of \$146,266.00.

**Order 27,207** - authorizing an agreement with The Kensington Senior Living Community allowing the City of Cumberland and their vendor, Multivista, LLC, to install a construction camera on the roof of the building at 1 Baltimore Street.

**Order 27,208** - authorizing the execution of Change Order No. 3 with Carl Belt, Inc. for the Decatur Street 24" Crosstown Water Main Replacement (City Project 31-17-W) to add nineteen calendar days for the substantial completion, bringing the substantial completion date to October 19, 2022 and decreasing the final contract price by an amount of \$301,071.17.

**Order 27,209** - authorizing the execution of Change Order No. 1 with Carl Belt, Inc. for the WWTP Influent Screening System Upgrades Project (City Project 2-21-WWTP) increasing the final contract price by an amount \$11,256.25.

**XI. Public Comments**

**Chief Ternent and Chief Adams** thanked M&CC on behalf of the Public Safety Departments for the recent pay increases. They spoke about recruitment and retention, and said this shows the City cares.

**Sandra Roeder, Baltimore, MD**, spoke about her mother Lucille Roeder who was a former City of Cumberland Councilwoman in the 1950s. She explained that she is a researcher by nature and said she was inspired by students at Mountain Ridge, and their history research classes. She stated that she has studied women’s history for five years. She wanted to remind everyone that March is National Women’s History Month. She added that she developed the Western MD Herstory project and wants others to get involved.

**Ray Humbertson, 13708 Oleander Drive, LaVale**, spoke about the Tri-State Concert Association and his love of music. He explained that he serves on the Tri-State Concert Association at the Shrine Club, and said they moved to the new Allegany HS, but after Covid, Allegany didn’t want them. He stated that the Shrine Club took them in. He also explained that when they really needed it, the City’s Hotel/Motel tax grant saved them, and said the City was there all the years Tri-State needed them.

**Elijah Crowe, 12114 Mercury Street, Allegany County**, spoke about the IAFF Local 203. He stated that he has been a firefighter/paramedic with CFD for four years, and was recently appointed VP of Local 203. He thanked M&CC for the pay increase, and for addressing the aging apparatus issue at the department.

All public comments are limited to 5 minutes per person

**XII. Adjournment**

With no further business at hand, the meeting adjourned at 6:57 p.m.

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

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

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



# Mayor and City Council of Cumberland

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

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

---

## MINUTES

M&CC Regular Meeting  
City Hall

DATE: April 04, 2023

### **I. OPEN SESSION – 6:15 p.m.**

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

### **III. Roll Call**

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

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Michael S. Cohen, City Solicitor

### **IV. Statement of Closed Meeting**

Mayor Morriss announced that a closed session had been held on April 4, 2023 at 5:00 p.m. and read into the record a summary of that session which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

### **V. Presentations**

#### 1. Presentation of awards given in recognition of employee career milestones:

5 Years: James Beck, PFC, CPD  
10 Years: Sherri Nicol, Asst. to City Clerk  
15 Years: Cory Beard, Corporal, CPD  
Earl Haslam, Service Tech. II, Water Distribution  
25 Years: Lee Borrer, Senior Comm. Development Specialist  
Vince Pyle, Captain, CFD

30 Years: Chuck Ternent, Police Chief

**VI. Proclamations**

1. Proclaiming April 2023 as Fair Housing Month in the City of Cumberland

Mayor Morriss read the proclamation, and Senior Community Development Specialist Lee Borrer accepted.

**VII. Approval of Minutes**

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

1. Approval of the Work Session Minutes of November 1, December 6, 20, and 27, 2022; and the Work Session Minutes of January 3 and 17, February 7, 14, and 21, 2023, and the Regular Session Minutes of March 7, 2023

**VIII. Public Hearings**

1. Second Public Hearing for the 2023 CDBG Annual Action Plan to present staff recommendations for funding.

Lee Borrer provided a PowerPoint presentation showing 2023 staff recommendations for funding and reviewed each project. She advised that she was notified in February that money was left over from the 2021 grant, and from the CARES Act funding. She explained that further information on the 2023 CDBG Annual Action Plan is available on the website and in City Hall, and said M&CC approval will be during the regular public meeting of either April 18<sup>th</sup> or May 2<sup>nd</sup>, with the comment period ending on April 17<sup>th</sup>.

Ms. Borrer also mentioned that the Human Relations Annual Fair Housing event for prevention of discrimination in housing will be at Allegany College on April 25<sup>th</sup>, virtual or in person.

Convened: 6:34

*There were no public comments*

Adjourned: 6:43

**IX. Public Comments - for Agenda Items Only**

*No Public Comments*

All public comments are limited to 5 minutes per person

**X. New Business**

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

**Order 27,211** - authorizing the Mayor to execute the Concession License Agreement with Sharon Marvin for the "Operation of the Concession Stand at Constitution Park for the 2022 Season" in the amount of \$400 for the season for use of the Constitution Pool Concession Area through September 30, 2023.

**Order 27,212** - authorizing the abatement of certain non-collectable personal property taxes for tax years 2011-2019 totaling \$28,375.89.

**Order 27,213** - lifting Section 11-113 of the City Code on May 5, June 2 and July 7 from 5:00 PM through 11:00 PM to allow for the use of open containers of alcohol within certain areas of the downtown during the "Friday After Five" events; notwithstanding that open glass containers shall not be permitted.

**Order 27,214** - authorizing parking incentives for the George Street Garage, including free parking for the first two hours in hourly parking spaces in the garage and a bulk monthly parking incentive for an individual or entity entering into a new 12-month lease for a minimum of five spaces and authorizing the City Administrator to execute future new parking leases.

**XI. Public Comments**

**Joseph Blackburn, 808 Louisiana Avenue**, spoke about getting EV superchargers in Cumberland. He said the ones here downtown could take 4 days to fully charge a car. He noted that there are 7 or 8 superchargers in Bedford, with people waiting in line to charge. He said those people could be spending their money on Baltimore Street. He advised that the superchargers take just 45 minutes to charge, and are paid by app, by the car owner.

**Dana Tinnen** spoke again about the Neighborhood Advisory Commission. She said in looking at all the Community Development projects, if there was an NAC they could work along with Community Development. She said she will be communicating with the Community Development group tomorrow and ask for redistribution.

All public comments are limited to 5 minutes per person

**XII. Adjournment**

With no further business at hand, the meeting adjourned at 6:57 p.m.

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

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

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



# Mayor and City Council of Cumberland

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

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

---

## Mayor and City Council of Cumberland

### WORK SESSION

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

Tuesday, March 7, 2023, 5:00 p.m.

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

**ALSO PRESENT:** Jeff Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Kevin Thacker, Code Compliance Manager; Denise Adams, Citizen Services Representative; Shannon Adams, Fire Chief

**Media:** Bryan Gowans, WCBC Radio

Teresa McMinn, Cumberland Times-News

### I. DISCUSSION ON CHICKEN-KEEPING ORDINANCE

Mr. Silka advised that he had tasked staff to review chicken ordinances in Frostburg and other cities. He stated that they had come up with a draft ordinance and said it would fit in and provide a good path to allowing chickens in the City.

Mr. Thacker advised that they have looked at the draft ordinance to make sure everything is regulated regarding enclosures, and reviewed the initial licensing requirements, policies and procedures. He advised that only hens would be allowed, no roosters or other types of fowl, and reviewed initial and annual fees, as well as violations and fines. He added that all chickens would have to be in coops – no free-range, and stated that eggs are not to be sold.

There was discussion about neighbors being against living next door to chickens, as well as the problem of predators. Mr. Thacker said he and staff have put a lot of time into this, and said he would gladly discuss any changes needed.

Council expressed concern that those residents already owning chickens would not follow a new ordinance. There was also concern about the value of homes dropping, and it was stated that code enforcement time is too valuable.

*Consensus to not place this on an agenda*

**II. PARKING OVERVIEW (*DEFERRED UNTIL NEXT MEETING*)**

**III. HOMES FOR CUMBERLAND PILOT – FINAL DISCUSSION**

The topic was discussed, and it was stated that if M&CC does not want to extend the PILOT, then no action is needed. Mr. Silka will write a letter stating that the City has decided not to take any action.

**IV. AGENDA REVIEW – MARCH 7, 2023**

Mayor Morriss reviewed the agenda items, and called for any questions or comments.

Mr. Silka spoke about Order 27192 which would approve the new Hotel/Motel application process. He stated that if it is approved tonight, it will be mailed out by the end of the week.

There was discussion about Order 27196 regarding the purchase of 2 new ambulances. Mr. Silka said they figured they should get both now to keep the Fire Department on track. Chief Adams explained that one ambulance that has been giving them problems just went out of service 20 minutes ago.

Mr. Silka advised that everything else on the agenda is pretty much business as usual.

**V. MAYOR AND CITY COUNCIL UPDATES**

Council Member Frazier advised that the HRC had recently met. He spoke about the Fair Housing event coming up in April as well as Juneteenth weekend and National Night Out in August.

Council Member Furstenburg said he had talked to the County about marketing some properties, and discussed all the work going on in town and stated they need to keep people informed and excited.

Council Member Cioni mentioned the Easter Egg Hunt on April 7<sup>th</sup> at Constitution Park. He spoke about establishing a Friends of the Park organization to support Constitution Park, and also discussed doing a clean-up prior to the season, and possibly doing some fundraising. He mentioned requesting Bower Fund money for Day Camp kids, and said Brooke Cassell wants to buy new wooden swings for the park – not kids' swings.

Council Member Marchini talked about hiring the Lakota Group to do an Historic Preservation Strategic Plan, and said they plan to be in town at the end of the week to gather information, while the week of April 6<sup>th</sup> they will be taking pictures. She added that the grant completion is due by August 1<sup>st</sup>.

Next, Ms. Marchini discussed the ceremonial groundbreaking for the Baltimore Street Re-design, saying they are hoping to have a reception afterwards for dignitaries. She noted that the actual real groundbreaking start date will be April 3<sup>rd</sup>, when heavy equipment will be moving in.

Council Member Marchini also discussed a visit by the new Maryland Comptroller, and the Day of Caring and Sharing, which is May 18<sup>th</sup>.

Mayor Morriss discussed his weekly trip to Annapolis to testify before the House and Senate the bills for the tax sale certificates. He said they were doing well moving through, and hopes to get all 3 passed. He also discussed the Hooley Pub Crawl scheduled for March 11<sup>th</sup>, and talked about the great turnout last week for the Hooley Plunge, which raised \$115K.

**VI. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 6:05 p.m.

Respectfully Submitted,

Allison K. Layton  
City Clerk

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



# Mayor and City Council of Cumberland

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

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

---

## Mayor and City Council of Cumberland

### WORK SESSION

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

Tuesday, March 21, 2023, 5:15 p.m.

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

**ALSO PRESENT:** Jeff Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Chuck Ternent, Chief of Police

**Media:** Bryan Gowans, WCBC Radio

Teresa McMinn, Cumberland Times-News

### I. PARKING OVERVIEW

Mr. Silka provided a PowerPoint presentation and discussed the Overview. He said that in his mind there is no such thing as 'free parking' because it's not free to operate, and explained that paid parking is the norm in cities, and travelers expect to pay for it. He stated that the presentation provides a foundation for future discussions, and focuses on the financial management of the MPA, parking rates and enforcement, as well as technology and infrastructure. He added that the presentation will be discussed in 3 more Work Sessions.

Mr. Silka pointed out the map attached to the presentation, showing all parking in the City – garages, kiosks, hourly, and permit parking. He went over the financial review and goals for the MPA fund. Mr. Silka explained that fines and forfeiture collections have not returned to pre-pandemic levels, but are trending that way

Mr. Silka reviewed parking enforcement, from warnings to fines to impoundments, and provided totals of warnings and fines city-wide for the period 1/01/21 – 06/13/22. He went over parking meters and kiosk locations, and kiosk revenue by location. He mentioned rented meter bags for construction/business vehicles taking up spaces all day, and suggested paid event parking.

Mr. Silka advised on staffing levels – full and part-time – for the MPA, and personnel costs by fiscal year. He said issues for later discussion include:

- Ticketing on first offense
- Equipment needs
- Infrastructure needs
- Staffing and Enforcement
- Frederick Street Garage fees
- Rate increases

Mr. Silka stated that there will be an up-to-date financial provided as part of the FY24 budget, and said specific Work Sessions will be scheduled to discuss and determine policy objectives. Mr. Silka also discussed a proposal for an incentive program for the first 2 hours free at the George Street Garage, and also an incentive program for bulk monthly parking. He then opened up the floor for questions:

There was discussion about monthly parking fees in major cities – Baltimore, Philadelphia, Boston – all way over \$100/month. There was discussion on business owners and employees taking up prime spots, and discussion on the free app, ParkMobile. Salary for staff monitoring parking was also discussed.

## **II. CEDC ALLOCATION**

Mr. Silka discussed pay adjustments – on the public agenda tonight - and whether the CEDC has the budget to cushion the allocation for their employees, to receive the same raises that City employees will receive. Mr. Silka explained that their budget has remained static since 2015. He proposed a \$50K allocation to add to the CEDC's \$350K allocation.

Mayor Morriss discussed the original MOU of \$350 with the CEDC, which has been in place for almost 9 years now. Mr. Silka advised that the \$350K-\$400K is the CEDC's entire budget, salaries included.

## **III. AGENDA REVIEW – MARCH 21, 2023**

Mayor Morriss asked for any questions regarding tonight's public agenda. Council Member Furstenberg posed a question about Resolution 2023-01ANNX regarding the land annexation owned by the Ali Ghan Club. Mr. Cohen explained that the area being annexed would be used as a waste transfer station, which involves transferring waste from one truck to another – not creating a landfill.

There was discussion about Order 27200 regarding the closing of the 2<sup>nd</sup> floor in City Hall to the general public, making it a dedicated work space. He mentioned that signage had arrived today, a receptionist desk on the first floor had been set up, and most importantly the elevator will be modified to not allow the general public access to the 2<sup>nd</sup> floor. He said people must ask permission to see people upstairs and can not do so without staff intervention.

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

Council Member Frazier reminded everyone about the Fair Housing event at Allegany College. He also mentioned that Melinda Kelleher did a great job with the Baltimore Street Redesign Groundbreaking Ceremony, and said he did not expect to see that many people there.

Council Member Furstenberg asked if the City ever meets with the Landlord's Association. The Mayor advised that every once in a while they will request a meeting, and stated that as with a lot of things, fees need to be evaluated to be more reasonable to the City.

Council Member Cioni mentioned the Easter Egg Hunt at Constitution Park on April 7<sup>th</sup>, and advised to reach out to the P&R Director Ryan Mackey if anyone would like to donate prizes or money.

Mayor Morriss mentioned that the new Easter Bunny costume is fantastic, and was no cost to the City as Mr. Mackey brought it with him when he took the job.

Council Member Cioni advised that Sue Rudd has volunteered to get a Friends of Constitution Park group started – loosely based on what is done at Rocky Gap.

Council Member Marchini advised that there will be an Easter event downtown, and stated that the new website Reimagine Cumberland has a category for questions about project updates. She also mentioned that more signage is coming as construction begins, specifically Open for Business signage. Ms. Marchini also talked about the Lakota Group being here 2 weeks ago being taken around the City. She stated that they will be back.

Mayor Morriss stated that last week he met with Congressman Trone, and collected a big check, \$4.8M for the Fayette Street Bridge project. He added that Trone has been constituent-friendly and a great supporter.

The Mayor talked about how well the Baltimore Street groundbreaking event went, and said it was good to have the Comptroller and the Secretary of Commerce there. He also mentioned that RAZ Development will be here tomorrow to sign the agreement/deed to 19 Frederick Street.

Mayor Morriss advised on the Allegany Museum board meeting, and said the museum is doing well, and the Crossroads exhibit is very successful. He also said the Hooley Pub Crawl was another success, from his perspective.

## **V. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 6:06 p.m.

Respectfully Submitted,

Allison K. Layton  
City Clerk

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

# **Mayor and City Council of Cumberland**

## **Closed Session Minutes**

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

2<sup>nd</sup> Floor Conference Room

Tuesday, November 15, 2022; 4:30 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(1), 3-103(b) and 3-101(b)(1) of the General Provisions Article of the Annotated Code of Maryland to 1) discuss personnel matters pertinent to employee discipline and the termination of employees, and 2) to discuss administrative functions pertaining to the potential sale of two parcels of real estate.

**MOTION:** Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member George, and was passed on a vote of 5-0.

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

**ALSO PRESENT:** Jeffrey Silka, City Administrator; Allison Layton, City Clerk; Ken Tressler, Director of Administrative Services

# Mayor and City Council of Cumberland

## Closed Session Minutes

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

2<sup>nd</sup> Floor Conference Room

Tuesday, December 6, 2022; 5:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b) and (b)(1) of the General Provisions Article of the Annotated Code of Maryland to 1) discuss personnel matters pertinent to one or more specific individuals, and 2) consider a proposal for a location or expansion of a business or businesses at 19 Frederick Street in the City.

**MOTION:** Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member George, and was passed on a vote of 5-0.

**PRESENT:** Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Joseph George, and Laurie Marchini

**ALSO PRESENT:** Jeffrey Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor

**File Attachments for Item:**

. Ordinance 3941 (*1st reading*) - authorizing the transfer of 471 Goethe Street to Justin Lamp for the purchase price of \$250

**ORDINANCE NO. 3941**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JUSTIN LAMP FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 471 GOETHE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 471 Goethe Street, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No. 26,935, passed by the Mayor and City Council on December 21, 2021;

**WHEREAS**, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" and received a bid for the purchase of the Property from Justin Lamp (the "Purchaser") for the sum of Two Hundred Fifty Dollars (\$250.00), and staff is recommending that the Mayor and City Council accept the bid; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Two Hundred Fifty Dollars (\$250.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
  - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

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

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

ATTEST:

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

# EXHIBIT A

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

**IT BEING** the same property that was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ in fee simple forever.

**WITNESS/ATTEST:**

\_\_\_\_\_  
Marjorie A. Woodring, City Clerk

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

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

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

**WITNESS** my hand and Notarial Seal.

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

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

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

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

**File Attachments for Item:**

. Ordinance 3942 (*1st reading*) - authorizing the transfer of 220 Harrison Street to Linda Dermer for the purchase price of \$5,000

**ORDINANCE NO. 3942**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF LINDA DERMER FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 220 HARRISON STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 220 Harrison Street, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No. 27,134, passed by the Mayor and City Council on November 15, 2022;

**WHEREAS**, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" and received a bid for the purchase of the Property from Linda Dermer (the "Purchaser") for the sum of Five Thousand Dollars (\$5,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Five Thousand Dollars (\$5,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
  - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

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

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

ATTEST:

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

# EXHIBIT A

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

**IT BEING** the same property that was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ in fee simple forever.

**WITNESS/ATTEST:**

\_\_\_\_\_  
**Marjorie A. Woodring, City Clerk**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

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

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

**WITNESS** my hand and Notarial Seal.

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

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

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

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

**File Attachments for Item:**

. Ordinance 3943 (*1st reading*) - authorizing the transfer of 800 Maryland Avenue to C Corp Leasing for the purchase price of \$100

**ORDINANCE NO. 3943**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF C CORP LEASING FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 800 MARYLAND AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 800 Maryland Avenue, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No.27,134, passed by the Mayor and City Council on November 15, 2022;

**WHEREAS**, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" and received a bid for the purchase of the Property from C Corp Leasing (the "Purchaser") for the sum of One Hundred Dollars(\$100.00), and staff is recommending that the Mayor and City Council accept the bid; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Hundred Dollars (\$100.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
  - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

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

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

ATTEST:

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

# EXHIBIT A

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

**IT BEING** the same property that was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ in fee simple forever.

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
**Marjorie A. Woodring, City Clerk**

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

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

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

**WITNESS** my hand and Notarial Seal.

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

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

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

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

**File Attachments for Item:**

. Ordinance 3944 (*1st reading*) - authorizing the transfer of 804 Maryland Avenue to C Corp Leasing for the purchase price of \$100

**ORDINANCE NO. 3944**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF C CORP LEASING FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 804 MARYLAND AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 804 Maryland Avenue, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No.27,134, passed by the Mayor and City Council on November 15, 2022;

**WHEREAS**, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" and received a bid for the purchase of the Property from C Corp Leasing (the "Purchaser") for the sum of One Hundred Dollars (\$100.00), and staff is recommending that the Mayor and City Council accept the bid; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Hundred Dollars (\$100.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
  - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

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

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

ATTEST:

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

# EXHIBIT A

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

**IT BEING** the same property that was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ in fee simple forever.

**WITNESS/ATTEST:**

\_\_\_\_\_  
**Marjorie A. Woodring, City Clerk**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

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

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

**WITNESS** my hand and Notarial Seal.

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

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

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

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

**File Attachments for Item:**

. Ordinance 3945 (*1st reading*) - authorizing the transfer of 222 Bond Street to Gregory Mallow for the purchase price of \$1,800

**ORDINANCE NO. 3945**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF GREGORY MALLOW FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 222 BOND STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 222 Bond Street, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No. 27,134, passed by the Mayor and City Council on November 15, 2022;

**WHEREAS**, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" but was not bid upon;

**WHEREAS**, the City has since received a bid for the purchase of the Property from Gregory Mallow (the "Purchaser") for the sum of One Thousand Eight Hundred Dollars (\$1,800.00), and staff is recommending that the Mayor and City Council accept the bid; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand Eight Hundred Dollars (\$1,800.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
  - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

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

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

ATTEST:

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

# EXHIBIT A

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

**IT BEING** the same property that was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ in fee simple forever.

**WITNESS/ATTEST:**

\_\_\_\_\_  
**Marjorie A. Woodring, City Clerk**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

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

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

**WITNESS** my hand and Notarial Seal.

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

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

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

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

**File Attachments for Item:**

. Ordinance 3946 (*1st reading*) - authorizing the transfer of 124 Columbia Street to Michael Bennett for the purchase price of \$2,000

**ORDINANCE NO. 3946**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF MICHAEL BENNETT FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 124 COLUMBIA STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 124 Columbia Street, Cumberland, MD 21502 (the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order No. 27,134, passed by the Mayor and City Council on November 15, 2022;

**WHEREAS**, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" but was not bid upon;

**WHEREAS**, the City has since received a bid for the purchase of the Property from Michael Bennett (the "Purchaser") for the sum of Two Thousand Dollars (\$2,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Two Thousand Dollars (\$2,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
  - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
  - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
  - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

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

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

ATTEST:

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

# EXHIBIT A

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and \_\_\_\_\_ (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, \_\_\_\_\_, forever in fee simple:

**IT BEING** the same property that was conveyed from \_\_\_\_\_ to the Grantor by deed dated \_\_\_\_\_ and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, \_\_\_\_\_ in fee simple forever.

**WITNESS/ATTEST:**

\_\_\_\_\_  
**Marjorie A. Woodring, City Clerk**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

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

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

**WITNESS** my hand and Notarial Seal.

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

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

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

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

**File Attachments for Item:**

. Order 27,215 - accepting the State Bid estimate for equipment and installation from East Coast Emergency Lighting Inc. to upfit three (3) 2023 Ford Police Interceptor vehicles at a total cost of \$31,749.56

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

ORDER NO. 27,215

DATE: April 18, 2023

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

**THAT**, the proposal from East Coast Emergency Lighting, Inc., 200 Meco Drive, Millstone Township, NJ 08535, for the upfit of three (3) 2023 Ford Police Interceptor vehicles in the not-to-exceed amount of Thirty One Thousand Seven Hundred Forty Nine Dollars and Fifty Six Cents (\$31,749.56), be and is hereby approved; and

**BE IT FURTHER ORDERED THAT**, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

---

**Raymond M. Morriss, Mayor**

Budget:  
001.040.64000

# Council Agenda Summary

Meeting Date: April 18, 2023

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

***Item Title:*** East Coast Emergency Lighting Vehicle Upfit Estimates for 3 vehicles

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

Request to accept the State Bid estimate for equipment and installation from East Coast Emergency Lighting Inc. to upfit three (3) 2023 Ford Police Interceptor vehicles at a total cost of \$31,749.56.

***Amount of Award:***

***Budget number:*** 001.040.64000

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

# East Coast Emergency Lighting, Inc

732-940-2211  
200 Meco Drive  
Millstone Twp, NJ 08535

# Estimate

Date	Estimate #
3/23/2023	35899

Name / Address
City of Cumberland Police 20 Bedford Street Cumberland MD 21502

Ship To
ECE-SOMERSET-PA

P.O. No.	FOB	Rep	Created By:
	B COBB	MJ	MJ

Item	Description	Qty	Cost	Total
CB8DDDE	CENATOR WC LIN6 48" D/D/D/E	2	1,823.35	3,646.70
CDLD	CERIDIAN ADD 1 LIN6 MODULE R/W	4	0.00	0.00
CDLK	CERIDIAN ADD 1 LIN6 MODULE R/A	4		0.00
CDLE	CERIDIAN ADD 1 LIN6 MODULE B/W	4		0.00
CDLM	CERIDIAN ADD 1 LIN6 MODULE B/A	4		0.00
CTDA	CERIDIAN ADD 2 ALLEY OR T-D LT	4		0.00
CMK105	CENATOR MOUNT KIT #105	2		0.00
I2J	DUO LINEAR ION RED/BLUE BLK	2	97.70	195.40
MCRNSJ	SURFACE MT MICRON R/B BLACK	2	79.34	158.68
C-VS-1012-INUT	High Angled Console for 2020-2022 Ford Interceptor Utility	2	391.30	782.60
CUP2-1001	Self-Adjusting Double Cup Holder	2	45.56	91.12
C-PM-124	Brother PocketJet Printer Mount for Ford Interceptor Utility	2	167.70	335.40
C-ARM-108	Side Mounted Flip Up Armrest	2	161.85	323.70
MISC	HONEY WELL 3320G-2USB-0-N	2	415.00	830.00
C-MD-112	11" Slide Out Locking Swing Arm with Motion Adapter	2	245.34	490.68
7170-0250	GAMBER JOHNSON DOCKING STATION TOUGHBOOK FZ-55	2	846.40	1,692.80
PRPSP4704UINT20A	2020-2022 Ford Utility Interceptor - 4700RPSP Series, Space Saver Standard Prisoner Transport Center Sliding Poly Window Partition Includes Recessed Panel and Lower Extension Panels	2	776.00	1,552.00
S4705UINT20	ABS, STANDARD TRANSPORT SEAT W/ 7 GA. STEEL SCREEN WINDOW CARGO BARRIER AND SEAT MOUNTING KIT	2	1,206.00	2,412.00
WB47NPUINT20	Ford Interceptor Utility 2020; Steel Window Bars (for use with O.E.M. door panels only)	2	219.00	438.00
MISC	FREIGHT	2	300.00	600.00

**Total**

# East Coast Emergency Lighting, Inc

732-940-2211  
200 Meco Drive  
Millstone Twp, NJ 08535

# Estimate

Date	Estimate #
3/23/2023	35899

Name / Address
City of Cumberland Police 20 Bedford Street Cumberland MD 21502

Ship To
ECE-SOMERSET-PA

This estimate shall be valid for 60 Days. Any verbal changes to the estimate are not binding unless agreed to by all parties in writing.

P.O. No.	FOB	Rep	Created By:
	B COBB	MJ	MJ

Item	Description	Qty	Cost	Total
Installation	LABOR TO INSTALL ALL OF THE ABOVE ALSO - ALSO SHOP SUPPLIES	80	75.00	6,000.00
MISC	PJ823 POCCKET JET 8 PRINTER	2	525.00	1,050.00
MISC	LBX104001 BROTHER USB CABLE	2	28.00	56.00
MISC	LB3692 CAR ADAPTER	2	35.00	70.00
MISC	7120-0763 HARDWARE BAG	2	22.00	44.00
MISC	FZ-55 FZ004VM TOUGHBOOK	2	2,860.00	5,720.00
<b>Total</b>				\$26,489.08

# East Coast Emergency Lighting, Inc

732-940-2211  
200 Mecco Drive  
Millstone Twp, NJ 08535

# Estimate

Date	Estimate #
3/27/2023	35931

<b>Name / Address</b>
City of Cumberland Police 20 Bedford Street Cumberland MD 21502

<b>Ship To</b>
ECE-SOMERSET-PA

This estimate shall be valid for 60 Days. Any verbal changes to the estimate are not binding unless agreed to by all parties in writing.

P.O. No.	FOB	Rep	Created By:
		MJ	MJ

Item	Description	Qty	Cost	Total
	2022 Ford Utility			
HHS4206	SIREN AMP W/ KNOB & SLIDE CTRL	1	503.99	503.99
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	0.00	0.00
SAK66D	SA-315 MT KIT EXPLORER DRVR	1	0.00	0.00
I2J	DUO LINEAR ION RED/BLUE BLK- 2 UPPER REAR HATCH 2 SIDE REAR CARGO GLASS- 2 FRONT LOWER BUMPER	6	96.66	579.96
VTXADAPT	VERTEX TWIST-IN ADAPTER KIT	4	6.99	27.96
VTX9J	Whelen, VERTEX SUPER-LED DUO BLU/RED- HEAD LIGHTS 2 REAR TAIL LIGHTS	4	70.85	283.40
MCRNTR	STUD MOUNT MICRON RED	1	75.84	75.84
MCRNTB	STUD MOUNT MICRON BLUE	1	75.84	75.84
TLI2JX	ION T-SERIES LINEAR DUO R/B	2	99.80	199.60
Installation	Rear License plate Installation of all product including customer supplied equipment camera and radio	35	75.00	2,625.00
MISC	Installation hardware	1	250.00	250.00
C-VS-1012-INUT	Havis High Angled Console for 2020-2022 Ford Interceptor Utility	1	340.00	340.00
C-ARM-103	Armrest For Top Mount, Console, Large Pad	1	93.52	93.52
CUP2-1001	Self-Adjusting Double Cup Holder	1	42.30	42.30
C-LP2-PS1-USB	2 Lighter Plug Outlet W/ 1 USB Cut Outs	1	85.89	85.89
C-MCB	Microphone Clip Bracket	2	11.81	23.62
C-MC	Mic Clip	2	9.28	18.56
MMSU-1	Magnetic Mic Single Unit	1	35.00	35.00
<b>Total</b>				\$5,260.48

**File Attachments for Item:**

. Order 27,216 - accepting the bids of Univar Solutions, Shannon Chemical Corporation, USALCO and Carus LLC for the Combined Chemical Bid FY24 (2022-31-UTIL), with the estimated cost for chemicals per department being \$592,208 for the Water Reclamation Facility and \$522,888 for Water Filtration

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

ORDER NO. 27,216

DATE: April 18,2023

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

THAT the bids of Univar Solutions, Shannon Chemical Corporation, USALCO, and Carus LLC for the purchase of all advertised chemicals for the Combined Chemical Bid FY24 (2022-31-UTIL) for use at the Water Reclamation Facility and Water Filtration Plant, and be and are hereby accepted in the following estimated amounts:

	CHEMICAL	DEPT.	Univar Solutions	Shannon Chemical Corporation	USALCO	Carus LLC
1	Liquid Chlorine	WRF	125.00/CWT			
2	Sulfur Dioxide	WRF	78.00/CWT			
3	Potassium Permanganate			1587.27/drum		
4	<i>Allegany Co - not applicable</i>					
5	<i>Allegany Co - not applicable</i>					
6	Liquid Caustic Soda 25% bulk	WFP	1.778/gal			
7	Liquid Sodium Bisulfite 38-40%	WFP	38.00/CWT			
8	Solar Salt <span style="float: right;"><i>No bid accepted for solar salt</i></span>					
9	Sodium Hypochlorite 12.5%	WFP	2.156/gal			
10	<i>Allegany Co - not applicable</i>					
11	<i>Town of Carpendale - not applicable</i>					
12	Hydroflousilicic Acid 25% at 1.19 SG	WFP	3.8/gal			
13	Zinc Orthophosphate 1:10 Ratio Bulk Supply	WFP				11.66/gal
14	DeIPac 2020 Bulk	WFP	3.07/gal			
15	DeIPac 2000 - bulk supply	WRF			2.6884/gal	
16	Methanol - Bulk Storage	WRF	2.52/gal			
17	Sodium Hypochlorite 15%		<i>No bids received for City Rec (pool) chemicals</i>			
18	Pool Brite* Chlorine Stabilizer					
19	Granular Chlorine/Calcium Hypochlorite					
20	Sodium Bicarbonate					
21	Calcium Chloride					
22	Trichloro-S-Triazinetrione (Trichlor tablets)					

**BE IT FURTHER ORDERED,** that all other bids received be and are hereby rejected; and

**BE IT FURTHER ORDERED**, that the Mayor be and is hereby authorized to execute chemical purchase contracts with the accepted vendors; and

**BE IT FURTHER ORDERED**, that the contracts shall be awarded for one (1) year periods with the option to renew for two (2) consecutive one-year periods, upon mutual consent of the parties.

---

**Raymond M. Morriss, Mayor**

*Estimated Costs Per Department*

<b>WRF</b>	<b>003.310.36000</b>	<b>\$592,208</b>
<b>WFP</b>	<b>002.230.36000</b>	<b>\$522,888</b>

# Council Agenda Summary

Meeting Date: April 18, 2023

Key Staff Contact: Raquel Ketterman

**Item Title:** Combined Chemical Bid FY24 (2022-31-UTIL)

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

*An order to accept chemical supply bids from Univar Solutions, Shannon Chemical Corporation, USALCO, and Carus LLC for use at the Water Reclamation Facility and Water Filtration Plant.*

No bids were received for chemicals to supply the Recreation Department (Constitution Park Pool).

	CHEMICAL	DEPT.	Univar Solutions	Shannon Chemical Corporation	USALCO	Carus LLC
1	Liquid Chlorine	WRF	125.00/CWT			
2	Sulfur Dioxide	WRF	78.00/CWT			
3	Potassium Permanganate			1587.27/drum		
4	<i>Allegany Co - not applicable</i>					
5	<i>Allegany Co - not applicable</i>					
6	Liquid Caustic Soda 25% bulk	WFP	1.778/gal			
7	Liquid Sodium Bisulfite 38-40%	WFP	38.00/CWT			
8	Solar Salt		<i>No bid accepted for solar salt</i>			
9	Sodium Hypochlorite 12.5%	WFP	2.156/gal			
10	<i>Allegany Co - not applicable</i>					
11	<i>Town of Cispic - not applicable</i>					
12	Hydrofluosilicic Acid 25% at 1.19 SG	WFP	3.8/gal			
13	Zinc Orthophosphate 1:10 Ratio Bulk Supply	WFP				11.66/gal
14	DelPac 2020 Bulk	WFP	3.07/gal			
15	DelPac 2000 - bulk supply	WRF			2.6884/gal	
16	Methanol - Bulk Storage	WRF	2.52/gal			
17	Sodium Hypochlorite 15%		<i>No bids received for City Rec (pool) chemicals</i>			
18	Pool Brite® Chlorine Stabilizer					
19	Granular Chlorine/Calcium Hypochlorite					
20	Sodium Bicarbonate					
21	Calcium Chloride					
22	Trichloro-S-Triazinetrione (Trichlor tablets)					

**Amount of Award:**

Estimated Costs Per Department

WRF 003.310.36000 \$592,208

WFP 002.230.36000 \$522,888

**Budget number:**

WRF 003.310.36000

WFP 002.230.36000

**Combined Chemical Bid - FY24  
Tally Sheet  
Chemical Bid**

**Allegheny County**

Chemical	UNIVAR***	USALCO	Quantity Unit	TOTALS <i>low bidders</i>
	DeIPac 2000 - bulk County		2.6884	50,000 per gallon
Caustic Soda 25% - bulk* County			100 per CWT	0.00
Liquid Caustic Soda (35%) - mini bulk** County	6.74		220 per gallon	1,482.80
Sodium Hypochlorite - 5 gal pail* County			20 per gallon	0.00
Methanol - bulk County	2.52		40,000 per gallon	100,800.00
<b>FY24 Annual Estimated Cost</b>				<b>\$236,703</b>

**NOTES:**

\* No bids received for these chemicals

\*\*Liquid Caustic Soda stated as 25% by UNIVAR (see bid form)

\*\*\*See accompanied bid form from UNIVAR for delivery timeframes and order minimums

**Combined Chemical Bid - FY24  
Tally Sheet  
Chemical Bid  
City of Cumberland - Water Filtration Plant and Water Reclamation Facility Chemicals**

Chemicals	UNIVAR	SAL	Kuehne Chem. Co.	Shannon	USALCO	Carus LLC	Chemrite Inc.*	Quantity Unit		TOTALS*
	1	2	3	4	5	6	7			Annual Cost FY24 per Facility
Liquid Chlorine - 1-ton cylinder - City WRF	125.00		200.00					64	per CWT	8,000.00
Sulfur Dioxide - 1 ton cylinder - City WRF	78.00							220	per CWT	17,160.00
DelPac 2000 - Bulk - City WRF					2.6884			120,000	per gallon	322,608.00
Methanol - WRF	2.52							97,000	per gallon	244,440.00
Potassium Permanganate - 330.75 lb drum - WFP	1,636.80			1,587.27			4207.00 <sup>z</sup>	5	per drum	8,184.00
Liquid Caustic Soda (25%) - Bulk - City WFP	1.7780							5,000	per gallon	8,890.00
Liquid Sodium Bisulfite - 600 lb drum - City WFP	38.00							216	per CWT	8,208.00
Zinc Orthophosphate - City WFP				15.37		11.66	42.07 <sup>z</sup>	12,100	per gallon	141,086.00
Hydrofluosilicic Acid (23%) - Bulk Supply - City WFP	3.80							8,000	per gallon	30,400.00
Sodium Hypochlorite (12.5%) - bulk - City WFP	2.156		5.95					100,000	per gallon	215,600.00
DelPac 2020 - City WFP	3.07							36,000	per gallon	110,520.00
Solar Salt**	28.00	19.00						756	per bag	-
Cost per Department										
WRF										592,208
WFP										522,888
										FY24 Annual Estimated Cost

**NOTES:**

\*Chemrite Inc. bid packet incomplete

\*\*Solar Salt minimum deliveries: UNIVAR - 1 pallet or 50 (50#) bags/SAL - 756 bags per delivery  
Solar salt bids not accepted, WFP cannot accept delivery minimum

\*\*\*See accompanied bid form from UNIVAR for delivery timeframes and order minimums

	CHEMICAL	DEPT.	Univar Solutions	Shannon Chemical Corporation	USALCO	Carus LLC
1	Liquid Chlorine	WRF	125.00/CWT			
2	Sulfur Dioxide	WRF	78.00/CWT			
3	Potassium Permanganate			1587.27/drum		
4	<i>Allegheny Co - not applicable</i>					
5	<i>Allegheny Co - not applicable</i>					
6	Liquid Caustic Soda 25% bulk	WFP	1.778/gal			
7	Liquid Sodium Bisulfite 38-40%	WFP	38.00/CWT			
8	Solar Salt	<i>No bid accepted for solar salt</i>				
9	Sodium Hypochlorite 12.5%	WFP	2.156/gal			
10	<i>Allegheny Co - not applicable</i>					
11	<i>Town of Carpendale - not applicable</i>					
12	Hydroflousilicic Acid 25% at 1.19 SG	WFP	3.8/gal			
13	Zinc Orthophosphate 1:10 Ratio Bulk Supply	WFP				11.66/gal
14	DelPac 2020 Bulk	WFP	3.07/gal			
15	DelPac 2000 - bulk supply	WRF			2.6884/gal	
16	Methanol - Bulk Storage	WRF	2.52/gal			
17	Sodium Hypochlorite 15%	<i>No bids received for City Rec (pool) chemicals</i>				
18	Pool Brite* Chlorine Stabilizer					
19	Granular Chlorine/Calcium Hypochlorite					
20	Sodium Bicarbonate					
21	Calcium Chloride					
22	Trichloro-S-Triazinetrione (Trichlor tablets)					

**File Attachments for Item:**

. Order 27,217 - accepting the PE FEA (Preliminary Engineering - Field Applications Engineering) from CSX for the replacement of the Fayette Street Bridge over CSX project (City Project 2022-24-BR) in an amount not to exceed \$31,570

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

ORDER NO. 27,217

DATE: April 18, 2023

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

**THAT**, the PE FAE (Preliminary Engineering – Field Applications Engineering) from CSX to initiate work on reviewing the design documents for the Fayette Street Bridge replacement project (City Project 2022-24-BR) be and is hereby accepted in the amount not-to-exceed Thirty One Thousand Five Hundred Seventy Dollars and No Cents (\$31,570).

---

**Raymond M. Morriss, Mayor**

Budget:  
115.099R.63000

# Council Agenda Summary

Meeting Date: 4/18/2023

Key Staff Contact: Robert Smith, PE

***Item Title:***

Fayette Street Bridge – PE FAE, City Project 2022-24-BR

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

The City would like to accept the PE FAE (Preliminary Engineering – Field Applications Engineering) from CSX for the Replacement of the Fayette Street Bridge over CSX project. The estimate is for a total lump sum fee of \$31,570.00

The PE FAE covers the services provided by CSX in order to initiate work on reviewing the design documents for the Fayette Street Bridge replacement project.

***Amount of Award:*** \$31,570.00

***Budget number:*** 115.099R.63000

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

**ESTIMATE SUBJECT TO REVISION AFTER:** 2/20/2024  
**CITY:** Cumberland **COUNTY:** Allegany  
**DESCRIPTION:** Replacement of the Fayette Street bridge over CSX

**DOT NO.:** 144690C  
**STATE:** MD

**ZONE:** Central **SUB-DIV:** Cumberland Terminal **MILE POST:** BA-179.35  
**AGENCY PROJECT NUMBER:**

**PRELIMINARY ENGINEERING:**

212	Contracted & Administrative Engineering Services	\$	28,700
	<b>Subtotal</b>	\$	28,700

**CONSTRUCTION ENGINEERING/INSPECTION:**

212	Contracted & Administrative Engineering Services	\$	-
	<b>Subtotal</b>	\$	-

**FLAGGING SERVICE: (Contract Labor)**

70	Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)	0	Days @	\$ 504.00	\$	-
70	Additive	187.00%	(Transportation Department)		\$	-
50	Additive	223.00%	(Engineering Department)		\$	-
	<b>Subtotal</b>				\$	-

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**PROJECT SUBTOTAL:**

\$ 28,700

900	<b><u>CONTINGENCIES:</u></b> 10.00%	\$	2,870
-----	-------------------------------------	----	-------

**PROJECT TOTAL:**

\$ 31,570

**CURRENT AUTHORIZED BUDGET:**

\$ -

**TOTAL SUPPLEMENT REQUESTED:**

\$ 31,570

**DIVISION OF COST:**

Agency	<u>100.00%</u>	\$	31,570
Railroad	<u>0.00%</u>	\$	-

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: AECOM

Approved by: *ML* CSXT Public Project Group

DATE: 02/20/23 REVISED:

DATE: 03/08/23

**File Attachments for Item:**

. Order 27,218 - authorizing the execution of a Capital Projects Grant Agreement 21-129 between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works (BPW) to provide funding for the Baltimore Street Access Project (City Project 12-16-M) in the amount not to exceed \$750,000

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

ORDER NO. 27,218

DATE: April 18, 2023

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

**THAT**, the Mayor be and is hereby authorized to execute a Capital Projects Grant Agreement 21-129 by and between the Mayor and City Council of Cumberland, the State of Maryland, acting through the Board of Public Works (BPW), to provide funding for the "Baltimore Street Access Project" (City Project 12-16-M) in the amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000).

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 4/18/2023

Key Staff Contact: Robert Smith, PE

***Item Title:***

Capital Projects Grant Agreement 21-129, City Project 12-16-M

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

The Capital Projects Grant Agreement is between the State of Maryland, acting through the Board of Public Works (BPW) and the Mayor and City Council of Cumberland. The agreement awards grant assistance in the amount of \$750,000.00 to be used on the Baltimore Street Access Project.

***Amount of Award:*** \$750,000.00

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

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

## CAPITAL PROJECTS GRANT AGREEMENT

This Agreement (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“**State**”), acting through the Board of Public Works (**BPW**), Mayor and City Council of the City of Cumberland (“**Grantee**”), whose federal taxpayer identification number is \_\_\_\_\_.

### Recitals

- A. Grantee has requested grant assistance from the State and has completed the Capital Projects Grant Application.
- B. The General Assembly has authorized this Grant titled **Cumberland Economic Development Corporation-Baltimore Street Access**, provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. Purpose. Grantee may use grant funds for the following purpose only (“**Project**”): For the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the Baltimore Street Access Project (Allegany County).

(See **Enabling Act**: DGS Item 129, Chapter 63 of the Laws of Maryland 2021 which is incorporated herein by reference.)

2. Grant. After the BPW approves this Agreement, the State shall periodically provide grant funds (“**Grant**”) to, or on behalf of, Grantee not to exceed: \$750,000 Seven Hundred and Fifty Thousand Dollars.
3. Termination or Reduction of Authorization. The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 06/01/2023 or (b) no part of the Project is under contract by 06/01/2028 or (c) the Project is abandoned. The Enabling Act’s authorization automatically terminates for any grant funds that are unexpended or unencumbered by 06/01/2028.
4. Matching Fund. If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to provide any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. Disbursement of Grant. Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.

6. Limitations on Use. The BPW or its designee may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
7. Term. This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. Otherwise, this Agreement is in effect so long as any State general obligation bonds issued, sold, and delivered to provide funds for this Grant, remain outstanding, or for such longer period as the parties may agree.
8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<http://dgs.maryland.gov/Pages/Grants/index.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose.
9. Reports:
  - (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
  - (b) Grantee shall submit other reports or information as the State may periodically require, including project status reports and certified audit reports.
10. Communications. Communications must be addressed as follows:

**To the State:**

*Office of the Comptroller*  
 Capital Grants Program Administrator  
 80 Calvert Street, Room 215  
 Annapolis, Maryland 21404-0466

*Department of General Services*  
 Capital Grants Program Manager  
 301 W. Preston Street, Room 703  
 Baltimore, Maryland 21201

**To the Grantee:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

11. Default. A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.
12. Remedies Upon Default.
  - (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
    - (i) Require Grantee to repay the Grant, in whole or in part.
    - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
    - (iii) Withhold further payments under this Agreement.
    - (iv) Terminate this Agreement.
  - (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.
13. Disposition of Property. Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds (“**Grant-Funded Property**”) unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
14. Inspection and Retention of Records. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
15. Insurance.
  - (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee’s insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
    - (i) Name the State as an additional loss payee thereunder.

**Name: The State of Maryland**  
**Address: Department of General Services**  
**Capital Grants**  
**301 W. Preston Street, Suite 703**  
**Baltimore, MD 21201**

- (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
- (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.
- (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
- (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
- (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.

16. Indemnification. To the extent permitted by law (including Courts and Judicial Proceedings Article, §5-301 et seq. the Local Government Tort Claims Act; and Courts and Judicial Proceedings Article, §5-509; Annotated Code of Maryland, as amended from time to time), without waiving any defenses or immunities available at law, and subject to the availability of appropriations, Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:

- (a) The Project, including its construction.
- (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
- (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.

17. Registration. Grantee is a (charitable ) (religious ) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.

Check if YES

Check if NOT APPLICABLE  and explain:

---



---



---

18. Commercial and Employment Nondiscrimination. Grantee shall:

- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor,

or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.

- (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.
  - (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.
19. *Drug and Alcohol Policy.* Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:
- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
  - (b) Prohibit its employees from working under the influence of alcohol or drugs.
  - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
  - (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
  - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
20. *Compliance with Applicable Law.* Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
  - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
  - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.
21. *Non-Debarment.* Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe

- in violation of any state or federal law.
- (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
  - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
22. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
  - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
23. Financial Disclosure. Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$200,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
24. Political Contributions. Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
25. No Contingent Fees. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.

27. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
28. Amendment. The Agreement may be amended only in a writing signed by the parties.
29. Assignment. Grantee may not assign this Agreement without the prior written approval of the BPW. If the BPW approves an assignment, this Agreement shall bind Grantee's successors and assigns.
30. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
31. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

By their signatures, the parties so agree:

WITNESS:

\_\_\_\_\_

GRANTEE:



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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND  
BOARD OF PUBLIC WORKS

By: \_\_\_\_\_

John Gontrum  
Executive Secretary

Approved as to form and legal  
sufficiency this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Assistant Attorney General  
Department of General Services

BPW APPROVAL: DGS Item \_\_\_\_ -CGL (\_\_\_\_/\_\_\_\_/20\_\_)

CAPITAL PROJECTS GRANT AGREEMENT  
*Standard Form*

**File Attachments for Item:**

. Order 27,219 - authorizing the execution of a Capital Projects Grant Agreement 18-136 between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works (BPW) to provide funding for the Baltimore Street Access Project (City Project 12-16-M) in the amount not to exceed \$420,000

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

ORDER NO. 27,219

DATE: April 18, 2023

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

**THAT**, the Mayor be and is hereby authorized to execute a Capital Projects Grant Agreement 18-136 by and between the Mayor and City Council of Cumberland, the State of Maryland, acting through the Board of Public Works (BPW), to provide funding for the "Baltimore Street Access Project" (City Project 12-16-M) in the amount not to exceed Four Hundred Twenty Thousand Dollars and No Cents (\$420,000).

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 4/18/2023

Key Staff Contact: Robert Smith, PE

***Item Title:***

Capital Projects Grant Agreement 18-136, City Project 12-16-M

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

The Capital Projects Grant Agreement is between the State of Maryland, acting through the Board of Public Works (BPW) and the Mayor and City Council of Cumberland. The agreement awards grant assistance in the amount of \$420,000.00 to be used on the Baltimore Street Access Project.

***Amount of Award:*** \$420,000.00

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

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

## CAPITAL PROJECTS GRANT AGREEMENT

This Agreement (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“**State**”), acting through the Board of Public Works (**BPW**), and the City of Cumberland (“**Grantee**”), whose federal taxpayer identification number is \_\_\_\_\_.

### Recitals

- A. Grantee has requested grant assistance from the State and has completed the Capital Projects Grant Application.
- B. The General Assembly has authorized this Grant titled **Cumberland Investment Plan** provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. *Purpose.* Grantee may use grant funds for the following purpose only (“**Project**”): for the acquisition, planning, design, construction, repair, renovation, redevelopment, rehabilitation, site improvement, and capital equipping of the Downtown Redevelopment Plan for Cumberland (Allegany County) (See **Enabling Act**: DGS Item 136, Chapter 9 of the Laws of Maryland 2018 which is incorporated herein by reference.)
2. *Grant.* After the BPW approves this Agreement, the State shall periodically provide grant funds (“**Grant**”) to, or on behalf of, Grantee not to exceed: \$ 420,000.00 (Four Hundred Twenty Thousand Dollars).
3. *Termination or Reduction of Authorization.* The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 06/01/20; or (b) no part of the Project is under contract by 06/01/2025 or (c) the Project is abandoned. The Enabling Act’s authorization automatically terminates for any grant funds that are unexpended or unencumbered by 06/29/2025.
4. *Matching Fund.* If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to prove any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. *Disbursement of Grant.* Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.
6. *Limitations on Use.* The BPW or its designee may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that

are not consistent with or are not specifically related to the Project purpose or this Agreement generally.

7. Term. This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. Otherwise, this Agreement is in effect so long as any State general obligation bonds issued, sold, and delivered to provide funds for this Grant, remain outstanding, or for such longer period as the parties may agree.
8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<http://dgs.maryland.gov/Pages/Grants/index.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose.
9. Reports:
  - (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
  - (b) Grantee shall submit other reports or information as the State may periodically require, including project status reports and certified audit reports.
10. Communications. Communications must be addressed as follows:

**To the State:**

*Office of the Comptroller*  
Capital Grants Program Administrator  
80 Calvert Street, Room 215  
Annapolis, Maryland 21404-0466

*Department of General Services*  
Capital Grants Program Manager  
301 W. Preston Street, Room 703  
Baltimore, Maryland 21201

**To the Grantee:**

---

---

---

11. Default. A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.
12. Remedies Upon Default.
  - (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
    - (i) Require Grantee to repay the Grant, in whole or in part.
    - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
    - (iii) Withhold further payments under this Agreement.
    - (iv) Terminate this Agreement.
  - (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.
13. Disposition of Property. Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds (“**Grant-Funded Property**”) unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
14. Inspection and Retention of Records. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
15. Insurance.
  - (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee’s insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
    - (i) Name the State as an additional loss payee thereunder.

**Name: The State of Maryland**  
**Address: Department of General Services**  
**Capital Grants**  
**301 W. Preston Street, Suite 703**  
**Baltimore, MD 21201**

- (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
- (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.

- (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
- (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
- (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.

16. Indemnification. Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:

- (a) The Project, including its construction.
- (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
- (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.

17. Registration. Grantee is a (charitable ) (religious ) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.

Check if YES

Check if NOT APPLICABLE  and explain:

---



---



---

18. Commercial and Employment Nondiscrimination. Grantee shall:

- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion,

ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.

- (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.
- (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.

19. *Drug and Alcohol Policy.* Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:

- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
- (b) Prohibit its employees from working under the influence of alcohol or drugs.
- (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
- (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
- (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.

20. *Compliance with Applicable Law.* Grantee hereby represents and warrants that it:

- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
- (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
- (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

21. *Non-Debarment.* Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:

- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.
  - (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
  - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
22. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
  - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
23. Financial Disclosure. Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$200,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
24. Political Contributions. Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
25. No Contingent Fees. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or

appropriating funds for the Grant.

- 27. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
- 28. Amendment. The Agreement may be amended only in a writing signed by the parties.
- 29. Assignment. Grantee may not assign this Agreement without the prior written approval of the BPW. If the BPW approves an assignment, this Agreement shall bind Grantee's successors and assigns.
- 30. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
- 31. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

By their signatures, the parties so agree:

WITNESS:

\_\_\_\_\_

GRANTEE:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND  
BOARD OF PUBLIC WORKS

By: \_\_\_\_\_

John Gontrum  
Executive Secretary

Approved as to form and legal  
sufficiency this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Assistant Attorney General  
Department of General Services

BPW APPROVAL: DGS Item \_\_\_-CGL (\_\_\_\_/\_\_\_\_/20\_\_)

CAPITAL PROJECTS GRANT AGREEMENT  
*Standard Form*

**File Attachments for Item:**

. Order 27,220 - authorizing the execution of an Outdoor Dining Lease Agreement with the New Creamery for the use of the public right of way immediately in front of and adjacent to each property for outside cafe dining for a one (1) year term effective May 1, 2023 through May 31, 2024

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

ORDER NO. 27,220

DATE: April 18, 2023

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

**THAT,** the Mayor be and is hereby authorized to execute Outdoor Dining Lease Agreements by and between the Mayor and City Council of Cumberland and:

The New Creamery

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a one (1) year term effective May 1, 2023 through May 31, 2024.

---

**Raymond M. Morriss, Mayor**

**THIS LEASE AGREEMENT** (“Lease”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **THE NEW CREAMERY, LLC** (“Lessee”).

**WHEREAS**, Lessee operates a restaurant at 108 W. Harrison Street, Cumberland, MD 21502;

**WHEREAS**, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

**WHEREAS**, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

**WHEREAS**, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

**1. Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of eight (8) feet and width of fifty-two (52) feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

**2. Term.** The term of this lease shall commence on May 1, 2023 and shall terminate on May 31, 2024, unless sooner terminated as provided for herein.

**3. Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

**4. Special Events.** The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and

property damage occurring on the Demised Premises which shall include the “**Mayor and City Council of Cumberland**” as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

**15. Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys’ fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee’s use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

**16. Default.** After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

**17. Repossession Upon Default.** Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee’s right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it

immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

**18. Other Remedies.** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

**19. Waiver.** One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

**20. Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Rhiannon C. Brown  
The New Creamery LLC  
108 W. Harrison Street  
Cumberland, MD 21502

**21. Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. 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 LEASE.**

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

28. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

ATTEST:

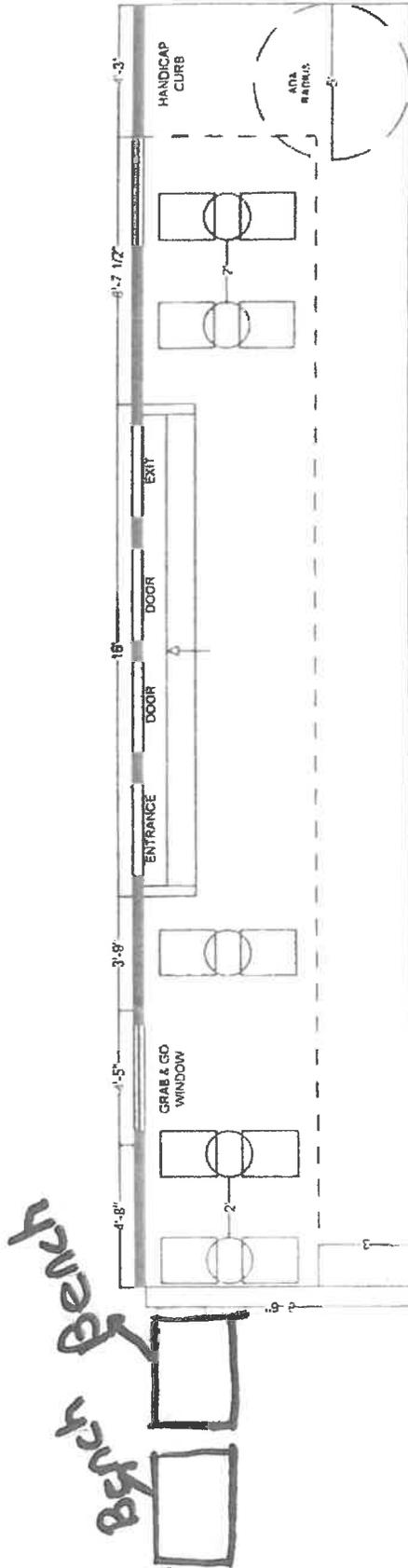
\_\_\_\_\_  
Allison K. Layton  
City Clerk

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
LESSEE

**EXHIBIT I**

**The New Creamery  
2023-2024**



- NOTES**
- 1. FURNITURE DIMENSIONS  
TABLES-18" ROUND  
CHAIRS-16"x18"
  - 2. FURNITURE WILL NOT BE PLACED IN FRONT OF  
ENTRANCE, GRAB & GO WINDOW OR HANDICAP CURB
  - 3. HANDICAP CURB WILL NOT BE OBSTRUCTED
  - 4. 36" WIDE ACCESSIBLE AREA FOR PEDESTRIANS

**QUEEN CITY CREAMERY: OUTDOOR SEATING AREA**  
SCALE 3/16" = 1'-0"



**File Attachments for Item:**

. Order 27,221 - authorizing the execution of Outdoor Dining Lease Agreements with the Baltimore Street Grill, City Lights American Grill and Bar and Uncle Jack's Pizzeria and Pub for the use of the public right of way immediately in front of and adjacent to each property for outside cafe dining for a one (1) year term effective June 1, 2023 through May 31, 2024

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

ORDER NO. 27,221

DATE: April 18, 2023

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

**THAT,** the Mayor be and is hereby authorized to execute Outdoor Dining Lease Agreements by and between the Mayor and City Council of Cumberland and:

Baltimore Street Grill

City Lights American Grill and Bar

Uncle Jack's Pizzeria and Pub

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a one (1) year term effective June 1, 2023 through May 31, 2024.

---

**Raymond M. Morriss, Mayor**

**THIS LEASE AGREEMENT** (“Lease”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **BALTIMORE STREET GRILL** (“Lessee”).

**WHEREAS**, Lessee operates a restaurant at 82 Baltimore Street, Cumberland, MD 21502;

**WHEREAS**, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

**WHEREAS**, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

**WHEREAS**, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 23 feet and length of 30 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term**. The term of this lease shall commence on June 1, 2023, and shall terminate on May 31, 2024, unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events**. The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent**. Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed with the Demised Premises shall be served in non-breakable containers. Glass bottles or glasses are not permitted in the area of the Demised Premises.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules and Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment and Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the City as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy will name the "MAYOR AND CITY COUNCIL OF CUMBERLAND" as the Certificate Holder and as an additional insured, and will include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

**15. Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

**16. Default.** After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

**17. Repossession Upon Default.** Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

**18. Other Remedies.** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

**19. Waiver.** One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. **Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Jessica Harding & Michael Holland  
Baltimore Street Grill  
82 Baltimore Street  
Cumberland, MD 21502

21. **Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. 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 LEASE.**

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

28. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

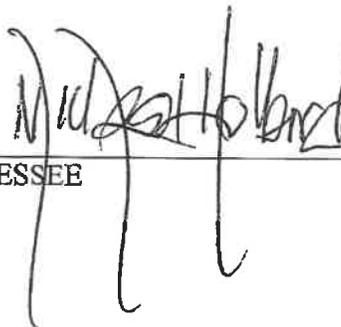
**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

ATTEST:

\_\_\_\_\_  
Allison K. Layton  
City Clerk

\_\_\_\_\_  
WITNESS

 2-9-2023  
\_\_\_\_\_  
LESSEE



**THIS LEASE AGREEMENT** (“Lease”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **SHAFCO T/A CITY LIGHTS AMERICAN GRILL AND BAR** (“Lessee”).

**WHEREAS**, Lessee operates a restaurant at 59 Baltimore Street, Cumberland, MD 21502;

**WHEREAS**, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

**WHEREAS**, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

**WHEREAS**, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

**1. Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly, as shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”). Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

**2. Term.** The term of this lease shall commence on June 1, 2023, and shall terminate on May 31, 2024, unless sooner terminated as provided for herein.

**3. Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

**4. Special Events.** The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and

property damage occurring on the Demised Premises which shall include the **“Mayor and City Council of Cumberland”** as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

**15. Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys’ fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee’s use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

**16. Default.** After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

**17. Repossession Upon Default.** Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee’s right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it

immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

**18. Other Remedies.** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

**19. Waiver.** One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

**20. Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Bill Shaffer  
City Lights American Grill & Bar  
59 Baltimore Street  
Cumberland, MD 21502

**21. Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. 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 LEASE.

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

28. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and date first above written.

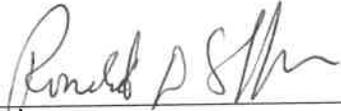
**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

ATTEST:

\_\_\_\_\_  
Allison K. Layton  
City Clerk

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
LESSEE





**STATE FARM FIRE AND CASUALTY COMPANY**  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915  
 Bloomington IL 61702-2915

**Add Insured-Section II Only**

M-21-02F3-FA92 F N

002425 3123  
**MAYOR AND CITY COUNCIL**  
 57 N LIBERTY ST  
 CUMBERLAND MD 21502-2312



**DECLARATIONS**

<b>Policy Number</b>	<b>90-C7-H562-7</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	MAY 4 2023	MAY 4 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

**Named Insured**  
**SHAFCO INC CITY**  
**LIGHTS-AMERICAN GRILL AND BAR**

ST-0104-0000

**Restaurant Policy**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 2,478.00

Discounts Applied:  
 Years in Business  
 Protective Devices  
 Sprinkler  
 Claim Record

PLEASE SEE AN IMPORTANT MESSAGE FOLLOWING THE PARTICIPATING POLICY PROVISION AT THE END OF THIS DECLARATIONS.



DECLARATIONS (CONTINUED)

Restaurant Policy for MAYOR AND CITY COUNCIL
Policy Number 90-C7-H562-7



SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

ST-0204-0000

Table with 2 columns: COVERAGE and LIMIT OF INSURANCE. Rows include Accounts Receivable, Arson Reward, Back-Up Of Sewer Or Drain, Collapse, Damage To Non-Owned Buildings From Theft, Burglary Or Robbery, Debris Removal, Equipment Breakdown, Fire Department Service Charge, Fire Extinguisher Systems Recharge Expense, Food Contamination, Forgery Or Alteration, Glass Expenses, Increased Cost Of Construction And Demolition Costs, Money And Securities, and Money Orders And Counterfeit Money.



DECLARATIONS (CONTINUED)

Restaurant Policy for MAYOR AND CITY COUNCIL
Policy Number 90-C7-H562-7

Table with 2 columns: Description (Employee Dishonesty, Utility Interruption - Loss Of Income, Loss Of Income And Extra Expense) and Amount (\$10,000, \$10,000, Actual Loss Sustained - 12 Months)



ST-0304-0000

SECTION II - LIABILITY

Table with 2 columns: COVERAGE (Coverage L - Business Liability, Coverage M - Medical Expenses, Damage To Premises) and LIMIT OF INSURANCE (\$1,000,000, \$5,000, \$500,000). Includes AGGREGATE LIMITS section with Products/Completed Operations and General Aggregate.

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

Table listing forms and endorsements: CMP-4100 Businessowners Coverage Form, CMP-4561.4 \*Policy Endorsement, CMP-4220.2 \*Amendatory Endorsement, FE-6999.3 \*Terrorism Insurance Cov Notice, CMP-4705.2 \*Loss of Income & Extra Expense, CMP-4702 Food Contamination, FE-3650 Actual Cash Value Endorsement

Prepared MAR 06 2023 CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008
Includes copyrighted material of Insurance Services Office, Inc., with its permission.



**STATE FARM FIRE AND CASUALTY COMPANY**  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915  
 Bloomington IL 61702-2915

**Named Insured**

M-21-02F3-FA92 F N

**SHAFCO INC CITY  
 LIGHTS-AMERICAN GRILL AND BAR**



**INLAND MARINE ATTACHING DECLARATIONS**

**Policy Number** 90-C7-H562-7

<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	MAY 4 2023	MAY 4 2024

The policy period begins and ends at 12:01 am standard time at the premises location.

ST-0404-0000

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium** Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8739 Inland Marine Conditions  
 FE-8743.1 Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
 MAR 06 2023  
 FD-6007

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

020188

**THIS LEASE AGREEMENT** (“Lease”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and Uncle Jack's Pizzeria and Pub (“Lessee”).

**WHEREAS**, Lessee operates a restaurant at 20 S. Mechanic Street, Cumberland, MD 21502;

**WHEREAS**, the City maintains and/or owns the public right-of-way immediately in back of the restaurant;

**WHEREAS**, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to the rear of its restaurant; and

**WHEREAS**, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

**1. Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of twenty-two (22) feet and width of twenty-two (22) feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the “Demised Premises”) is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

**2. Term.** The term of this lease shall commence on June 1, 2023, and shall terminate on May 31, 2024, unless sooner terminated as provided for herein.

**3. Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

**4. Special Events.** The City shall be entitled to suspend Lessee’s use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and

property damage occurring on the Demised Premises which shall include the **“Mayor and City Council of Cumberland”** as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

**15. Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys’ fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee’s use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

**16. Default.** After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

**17. Repossession Upon Default.** Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee’s right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it

immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

**18. Other Remedies.** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

**19. Waiver.** One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

**20. Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Uncle Jack's Pizzeria & Pub  
c/o Dennis Dillon  
104 Forest Drive  
Cumberland, MD 21502

**21. Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. 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 LEASE.

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

28. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

ATTEST:

\_\_\_\_\_  
Allison K. Layton  
City Clerk

*Brin Dillor*

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
LESSEE

EXHIBIT I  
Uncle Jack's Pizzeria  
& Pub

2023-2024, M.V.N

Street

Dumpsters

Support  
Tables

10' →

Merchants Alley

Jack's  
Deck

Cafe  
Windows

Side walk

Park  
Kings

Tables

City  
Limits

Curb  
Trash

Back  
Basement





**File Attachments for Item:**

. Order 27,222 - authorizing the execution of an agreement with SADA Systems, Inc. for one year of Virtru Encryption Services for Google Mail/Drive in the not to exceed amount of \$25,711.40

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

ORDER NO. 27,222

DATE: April 18, 2023

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

THAT, the agreement by and between Mayor and City Council of Cumberland and SADA Systems, Inc., 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601, for one year of Virtru Encryption Services for Google Mail/Drive in the not-to-exceed amount of Twenty Five Thousand Seven Hundred Eleven Dollars and Forty Cents (\$25,711.40), be and is hereby approved.

---

**Raymond M. Morriss, Mayor**

Budget:  
001.033.48201

# Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

***Item Title:***

Virtru encryption for Google mail/drive

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

*IT requests an order for costs not to exceed \$25,711.40 to SADA Systems Inc. for one year of Virtru Encryption Services for Google Mail/Drive. With Virtru, the city strengthens compliance with strict information security regulations, including CJIS and HIPAA. Virtru is a Google-Recommended Data Protection Provider for Google Workspace and Google Cloud. They have been a longtime Google partner in encryption and data privacy, and are experts in the Google ecosystem. We have been using Virtru for several years.*

*SADA is an award-winning Google Cloud partner that we have used for our Google Mail/Drive services as well as installation of the Virtru platform.*

*Budgeted in IT, 001.033.48201*

SADA

Google Cloud



Google Cloud  
Partner

# SADA Systems, Inc.

## VIRTRU ORDERING DOCUMENT

<b>Quote Date:</b>	<b>30-Mar-2023</b>
--------------------	--------------------

This Virtru Ordering Document (the "Ordering Document") and the corresponding Virtru Customer Agreement (the "Agreement") between SADA Systems, Inc. ("SADA") and City of Cumberland ("Customer") governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Under the terms of the Agreement accessible at <https://www.virtru.com/terms-of-service/> of which this Ordering Document is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars.

Customer Information	
<b>Customer:</b>	City of Cumberland
<b>Corporate Address:</b>	57 N Liberty Street Cumberland, MD, 21502
<b>Primary Domain:</b>	<a href="http://cumberlandmd.gov">cumberlandmd.gov</a>

Contact	Main Contact	Accounts Payable Contact
<b>Full Name:</b>	Johnna Byers	
<b>Title:</b>		
<b>Phone:</b>	301-759-6403	
<b>Email:</b>	<a href="mailto:johnna.byers@cumberlandmd.gov">johnna.byers@cumberlandmd.gov</a>	

### Pricing

Product Description	Price	Quantity	Subtotal
Virtu PRO Term Dates: 3/30/2023 - 3/29/2024	\$5,498.90	1	\$5,498.90
User Data Protection Gateway Term Dates: 3/30/2023 - 3/29/2024	\$82.50	245	\$20,212.50
<b>Total**</b>			<b>\$25,711.40</b>
<b>**Plus applicable taxes and fees</b>			

## Invoices and Payment

Payment	Invoice Date	Amount
100% of Licenses	Agreement Signature Date	\$25,711.40

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

Customer may require a Purchase Order ("PO") to be submitted along with any invoice for payment. For the avoidance of doubt, in the event of a conflict of terms and conditions between any PO and the Agreement (including, without limitation, the Google TOS), the terms and conditions of the Agreement shall take precedence in each case. Any terms and conditions in the PO suggesting otherwise are hereby rendered null and void.

### Taxes:

Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services (except for any taxes assessable against SADA based on its income, property or employees) and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

### **Bank Information**

#### **Automated Clearing House (ACH) or Electronic Funds Transfer (EFT):**

Wells Fargo Bank  
 Swift Code: WFBIUS6  
 464 California Street  
 San Francisco, CA 94104  
 Routing Number: 121042882  
 Account Name: SADA Systems, Inc.  
 Account Number: 7757670067

### **Remittance Address:**

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

### **Additional Licenses Purchased During the Term:**

Additional licenses will be billed on a prorated basis for the remaining portion of the signed term, at the rate set forth in this Order Document. Payment for additional licenses will be due in full upon receipt of an invoice, and will be exempt from the payment schedule above.

**Notices:**

Any notices under this Agreement will be directed, if to SADA, at:

**Patrick Monaghan, Chief Legal Officer**

**SADA Systems, Inc.**

5250 Lankershim Blvd., Suite 620

North Hollywood, CA 91601

Email: legal@sada.com

and if to Customer, at the Main Contact above.

**BY SIGNING THIS ORDERING DOCUMENT OR SUBMITTING A PURCHASE ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.**

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

**SADA Systems, Inc**

**City of Cumberland**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Johnna Byers

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Director, MIS

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date