



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: April 19, 2022

OPEN SESSION

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of closed meeting held April 12, 2022

Director's Reports

(A) Public Works

- [1.](#) Maintenance Division monthly report for March, 2022

(B) Fire

- [1.](#) Fire Department monthly report for March, 2022

(C) Police

- [1.](#) Police Department monthly report for March, 2022

(D) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Flood/Water/Sewer monthly report for March, 2022

Approval of Minutes

- [1.](#) Approval of the Closed Session No. 1, Work Session, and Closed Session No. 2 Minutes of December 14, 2021, and Regular Session Minutes of December 21, 2021

Public Hearings

1. Public Hearing - to receive comment on a proposed ordinance to amend Section 25-23 of the City Zoning Code (ZTA #22-01) to 1) establish a definition for "Gambling Facility," and 2) amend the Use Regulation Table in Section 25-132 to incorporate the "Gambling Facility" use into its terms

New Business

(A) Ordinances

1. Ordinance 3910 (*1st reading*) - accepting the bid from C3 Home Renovations LLC in the amount of \$52,963.40 for the purchase of City-owned surplus property at 502 Regina Avenue, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV. No other bids were received.
2. Ordinance 3911 (*1st reading*) - accepting the bid from Richard A. Pravlik in the amount of \$ 2,000 for the purchase of City-owned surplus property at 309 S. Cedar Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids
3. Ordinance 3912 (*1st reading*) - accepting the bid from Del and Del Allegany Properties LLC in the amount of \$ 3,500 for the purchase of City-owned surplus property at 107/109 S. Allegany Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids

(B) Orders (Consent Agenda)

1. Order 26,991 - authorizing execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Michael and Cheryl Maistros, dated August 29, 2003, and pertaining to 7 Decatur Street (*Allegany County Land Records Book 1026, Page 298*), has been fully paid and the lien is hereby released
2. Order 26,992 - rejecting the bid for the Municipal Service Center Pole Building Project (28-21-M) from Harbel, Inc. in the amount of \$219,226.00 due to the lack of budgeted funds needed to meet the bid amount, accepting the direct quote from Kauffman Metals in the amount not to exceed \$64,895 and rejecting all other quotes
3. Order 26,993 - declaring City-owned real estate parcels collectively known as the "Former Site of the Memorial Hospital" as surplus and acknowledging the intent to transfer said parcels to the Cumberland Economic Development Corporation per terms of the Memorandum of Understanding dated July 21, 2015
4. Order 26,994 - approving Amendment No. 10-03112022 to the Community Development Block Grant Program
5. Order 26,995 - approving Substantial Amendment No. 2 to reprogram Community Development Block Grant CARES Act Funding by amending the 2020 Annual Action Plan in response to the needs of residents affected by the Corona Virus pandemic
6. Order 26,996 - Order authorizing execution of a Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the

disbursement and use of \$50,000 in funding for the Residential Accessibility Improvement Project, and authorizing the City Comptroller to accept the funding

- [7.](#) Order 26,997 - Order authorizing execution of a Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of \$150,000 in funding for the Cumberland Main Streets Connection Project, and authorizing the City Comptroller to accept the funding
- [8.](#) Order 26,998 - accepting the bid from EZ Out, Inc. for the Virginia Avenue Demolition Project (CD2022-01) in the lump sum amount not to exceed \$116,230, and rejecting all other bids
- [9.](#) Order 26,999 - accepting the quote from R. L. Abatement, Inc., for the removal and disposal of asbestos containing materials pertaining to the Virginia Avenue Demolition Project (CD2022-01) in the amount not to exceed \$42,550 and rejecting all other quotes
- [10.](#) Order 27,000 - declaring certain City-owned vehicles and equipment to be surplus and authorizing them for sale or trade-in

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for March, 2022

MAINTENANCE DIVISION REPORT
March 2022

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

City Forester Report

Central Services

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

- **POTHoles AND COMPLAINTS**
 - Patched potholes on 30 streets using approximately 8 tons of cold mix asphalt
 - Patched potholes on 17 streets using 8 tons of hot mix asphalt
- **UTILITY HOLES**
 - Completed 13 Water Dept. utility hole repairs using 6cy of concrete
- **SIGN WORK/CURB PAINTING**
 - Repaired 6 Street Name signs
 - Repaired/Installed 19 Traffic Control signs
 - Installed 2 Handicap Parking signs
 - Removed 6 Handicap Parking signs
 - Painted 3 curbs red for no parking
 - Painted 3 curbs blue for handicap parking
- **TREE & BRUSH WORK**
 - Completed 34 work orders for tree removals/trimming
- **MISCELLANEOUS**
 - Completed 89 Work Orders
 - Cleaned Underpass, McMullen Bridge, Washington St. Bridge, Fayette St. Bridge, Cumberland St. Bridge 4 times.
 - Picked up 5 dead animals
 - Picked up trash/discarded items on 4 occasions
 - Picked up salt barrels for the season
 - Cleaned & hauled scrap metal from storage area
 - Installed curb stops in City parking lot @ Municipal Center
 - Cleaned Municipal Center shop once a week
 - Conducted monthly safety meeting on "Not Cleaning Your Car Will Cost You"
 - 2 new employees received pesticide training
 - 2 new employees took an on-line Flagger Training Course

STREET MAINTENANCE - MARCH 2022		3/1-3/4	3/7-3/11	3/14-3/18	3/21-3/25	3/28-3/31	TOTAL
SERVICE REQUEST COMPLETED		20	33	10	24	2	89
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy			1.25cy	1cy		2.25cy
UTILITY HOLES REPAIRED	Water	5	4	4			13
	Sewer						0
	Cy	2cy	2cy	2cy			6cy
	Tons						0
POTHOLE FILLING	Streets	16	14		17		45
	Alleys						0
	Days	3	2		3		8
	Cold Mix	5t	3t				8t
	Tons				8t		8t
PERMANENT PATCH	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		6	2	5	7		19
STREET NAME SIGNS REPAIRED/INSTALLED			2	1	3		6
HANDICAPPED SIGNS	Repaired		1				1
	Installed	2					2
	Removed	1	2	3			6
CURB PAINTING PERFORMED	Blue	2	1				3
	Yellow						0
	Red		2		1		3
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	4	6				10
	Miles	70	93				163
SWEEPER DUMPS HAULED TO LANDFILL	Tons			9.28t	2.9t		12.18t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		3
SALT BARRELS	Days					4	4
SALTED ICY SPOTS	Days		1				1
CLEAN TRUCKS	Days	1		1		1	3
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas	4	16	6	6	2	34
CHECK DRAINS/CLEAR DEBRIS	Days						0
STREET TRACTOR MOWING	Days						0
LEAF PICK UP	Loads						0

Picked up trash/discarded furniture on 4 occasions

Picked up 5 dead animals

Performed preventative maintenance and cleaned Loader @ Municipal Center

Cleaned Municipal Center shop once a week

Conducted monthly safety meeting

Installed curb stops in Municipal Center Parking Lot

2 new employees received Pesticide training

2 new employees took on-line Flagger Training Course

Cleaned & hauled scrap metal from storage area

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

- Parks & Parklets
 - Constitution Park
 - Tree & brush removal
 - Hauled brush to County compost site
 - Cleaned & disinfected Craft House & Activities Bldg.
 - Picked up trash 3 times a week
 - Replaced boards on tables & benches
 - Turned water on to bathrooms
 - Picked up leaves along fences and in gutters/ditches
 - Mason's Complex
 - Picked up trash twice a week
 - Started field maintenance on softball fields
 - Laid out (2) Football fields for tournament in April
 - Jaycee Field
 - Scraped the infield playing surface with skid steer to remove weeds & debris
 - Removed dead/damaged trees along the bank above the playground & ballfield
 - Picked up trash & debris
 - Removed old football sled
 - Playgrounds
 - Performed routine maintenance on play equipment
 - Picked up trash twice a week
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Picked up barrels for trash cans from Shroeder Industries
 - Raised & lowered flags @ parks & parklets on one occasion

**FLEET MAINTENANCE
MONTHLY REPORT
MARCH 2022**

DEPARTMENT	REPAIRS
Central Services	4
Community Development	4
DDC	0
Engineering	3
Fire	8
Flood	4
MPA	0
P & R Maintenance	20
Police	29
Public Works	0
Sewer	7
Snow Removal	3
Street Maintenance	32
Water Distribution	17
WFP	0
WWTP	5
In House Fleet Maintenance Projects	25
Scheduled Preventative Maintenance	13
Field Service Calls	15
Total Fleet Maintenance Projects	189
Total Repair Orders Submitted	24
Fleet Maintenance Risk Management Claims	0

CITY FORESTER REPORT MONTHLY REPORT MARCH 2022

March Tree Removals and Prunings – Coordinated with Jason to have Blaine to remove 21 trees and prune 59 trees in March.

March Tree Plantings – Planted 19 trees to replace street trees which were recently removed.

March Tree Complaints and Tree Issues – Resolved and/or addressed 18 tree complaints and tree issues in March.

2021 Fall Tree Pruning/Removal/Stump Grinding Contract – Sites visits to approve work done by Kiddy Contracting LLC, for tree removals, tree prunings and stump removals on the 2021 Fall Tree Pruning/Removal Contract. All trees, (with the exception of the tree located at 71 Greene Street) have been pruned and removed. All stumps on the contract have been removed.

Evitts Creek Watershed Timber Harvest – ECWC 2021 Timber Harvest has been completed, however there is still some up work that needs to be completed to close out the sale before the next timber sale can be marked.

Forest Carbon Credit Potential on the Evitts Creek Watershed - Assisted with getting a contract created with Heritage Habitat Forestry LLC, to perform a Forest Carbon Market Comprehensive Plan and analysis for the Evitts Creek Watershed property.

Arbor Day 2022 Celebration at Constitution Park – Assisted with coordinating the Arbor Day 2022 Celebration Event at Constitution Park on April 6 & 7th from 4:30-5:30 pm, for the Allegany County After School Program. Coordinated the pickup and delivery for the 18 trees from the MD DNR Forest Service for the tree planting event. Ordered and packaged 200 tree seedlings for free seedling distribution for students and the Allegany County After School Program attendees.

CENTRAL SERVICES MONTHLY REPORT MARCH 2022

- **City Hall:** Disinfecting the AHU's 2 times a week because of COVID. Checking the HVAC systems daily to maintain the correct temperature. Installed CAT 5e data outlets the City Council offices. Made repairs to a power disputation panel in the boiler room (replaced the neutral bar). Replaced old power outlets in Tax & Utility area. Moved tables in the Council Chambers.
- **Municipal Service Center:** Disinfecting the RTU's 2 times a week because of COVID. Patched the roof and repaired the skylight over the mechanic's shop area. Replace LEDs that were burned out. Reinstalled the main gate opener after the fence was replaced. Finished replacing the last five man doors and frames. Install a new computer monitor on the wall of the Public Works Operations Manager office.
- **Public Safety Building:** Disinfecting the AHU's 2 times a week because of COVID. Finished replacing the carpet in the C3I office area on the 3rd floor. Worked on getting the power needs for the new ladder truck shore power in the fire department garage. . Moved all the file cabinets and furniture back in place of the C3I office after carpet replacing the carpet. Painted yellow lines on the floor on the fire garage to assist in backing the new ladder truck in safely. Painted the Fire Departments office area on the first floor. Replaced the garage door openers receiver antennas for the Fire Department. Repaired the parking lot lights and controls. Working on how we are going to make the IT room on the second floor larger. Moving the sink in the break room and all the conduits and cables in the existing walls.
- **Fire Stations #2 and #3:** Check station #3 3 to 4 time a month to make sure the boiler is working and no water leaks.
- **Canadian Hose House:** Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks.
- **Downtown Area & Mall:** Have made multiple repairs to the Mall lighting between Liberty St and Mechanic St due to old bad wiring. Located and marked the underground lighting conduits for NPL to replace gas lines. Repaired and replaced the lights in the Queen City Dr. underpass. Repaired pole lights on the upper end of the Mall.
- **Traffic and Street Lights:** Monthly routine preventive maintenance. Have had to reset multiple traffic lights due to power outages. Reported 15 street lights to be repaired to the power company. Had to repair and remount the traffic controller cabinet at the intersection of Queen City Dr. and Harrison St after tractor and trailer ran into to it knocking it over and causing the traffic light to malfunction. Repaired pole lights on Centre St.

- **Parks areas:** Replaced the cables on the flag poles at the George Washington Head Quarters. Repaired and replaced the roof on the Jaycee Field concession building.
- **Sewer Department:** Worked on the two push cameras. Replacing the end connectors that the camera head screws on to.
- Load tested generators. March 31, 2022
- Monthly Safety Meeting – March 14, 2022
- PM's on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

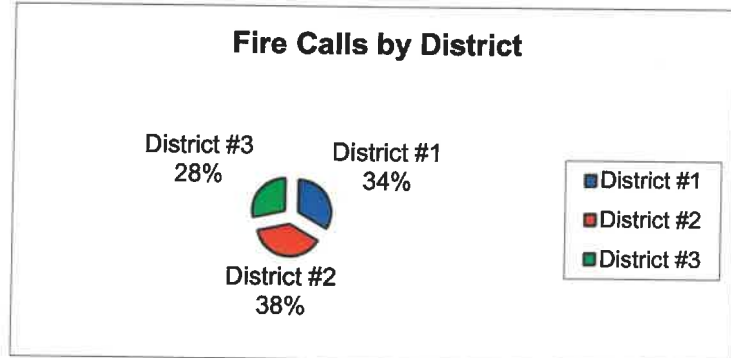
. Fire Department monthly report for March, 2022

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

Cumberland Fire Department Responded to 123 Fire Alarms:

Responses by District:

District #1	40
District #2	46
District #3	34
Out of City	3
	123



Number of Alarms:

First Alarms Answered	123
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Calls Listed Below:

Property Use:

Public Assembly	3
Educational	0
Institutional	6
Residential	63
Mercantile, Business	9
Industrial/Utility	1
Storage	1
Special Properties	40
	123

Type of Situation:

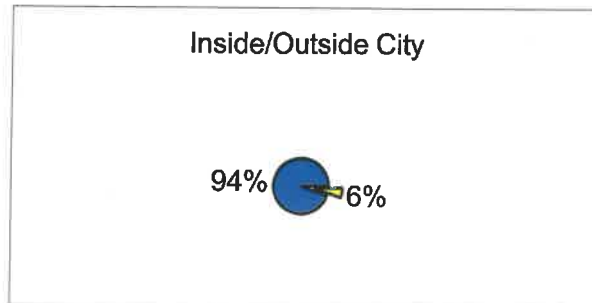
Fire	9
Overpressure, Rupture	0
Rescue Calls	58
Hazardous Conditions	21
Service Calls	5
Good Intent Calls	26
False Calls	4
	123

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in March:	\$0.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$0.00
Fire Service Fees for Fire Calls Paid In March:	\$0.00
FY2022 Fire Service Fees Paid in FY2022:	\$0.00
Total Fire Service Fees Paid in FY2022:	\$955.92

Fire Service Fees for Inspections and Permits Billed in March:	\$850.00
Fire Service Fees for Inspections and Permits Paid in March:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,350.00

Cumberland Fire Department Responded to 445 Emergency Medical Calls:

In City Calls	418
Out of City Calls	<u>27</u>
Total	445



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>	
Hampshire Co. EMS, WV	1
Ridgeley VFD, WV	1
Wiley Ford VFD, WV	<u>1</u>
	3

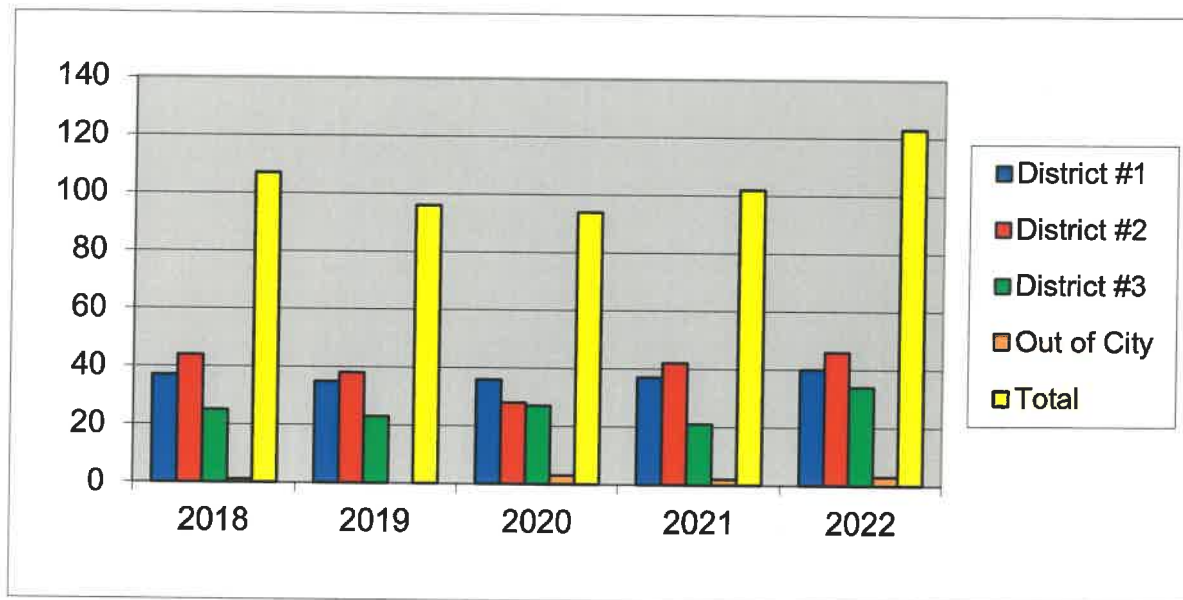
Cumberland Fire Department Provided 24 Mutual Aid Calls:

20 Mutual Aid Calls within Allegany County	
4 Mutual Aid Calls outside of Allegany County	
<u>24</u>	
Bowman's Addition VFD	18
Flintstone VFD	<u>2</u>
	20
Ridgeley VFD, WV	<u>4</u>
	4

Total Ambulance Fees Billed by Medical Claim-Aid for March:	\$168,213.49
Ambulance Fees Billed Fiscal Year to Date:	\$1,303,920.10
Ambulance Fees Paid: Revenue Received in March:	\$145,384.83
FY2022 Ambulance Fees Paid in FY2022:	\$797,328.39
Total Ambulance Fees Paid in FY2022: (All ambulance fees, current and previous fiscal years, paid in FY2022.)	\$993,775.67

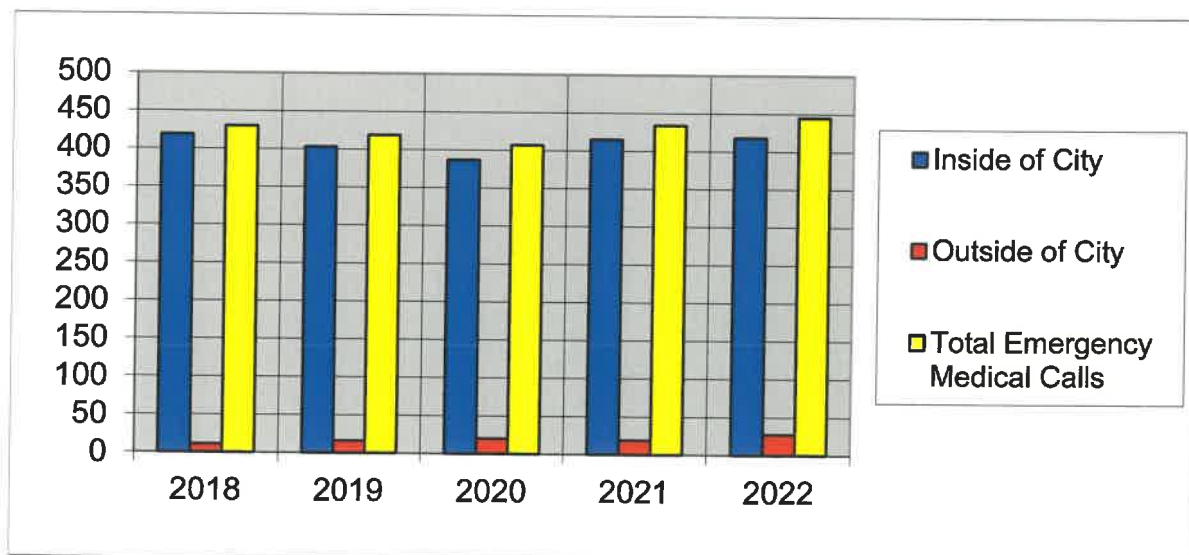
Fire Calls in the Month of March for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	37	35	36	37	40
District #2	44	38	28	42	46
District #3	25	23	27	21	34
Out of City	<u>1</u>	<u>0</u>	<u>3</u>	<u>2</u>	<u>3</u>
Total	107	96	94	102	123



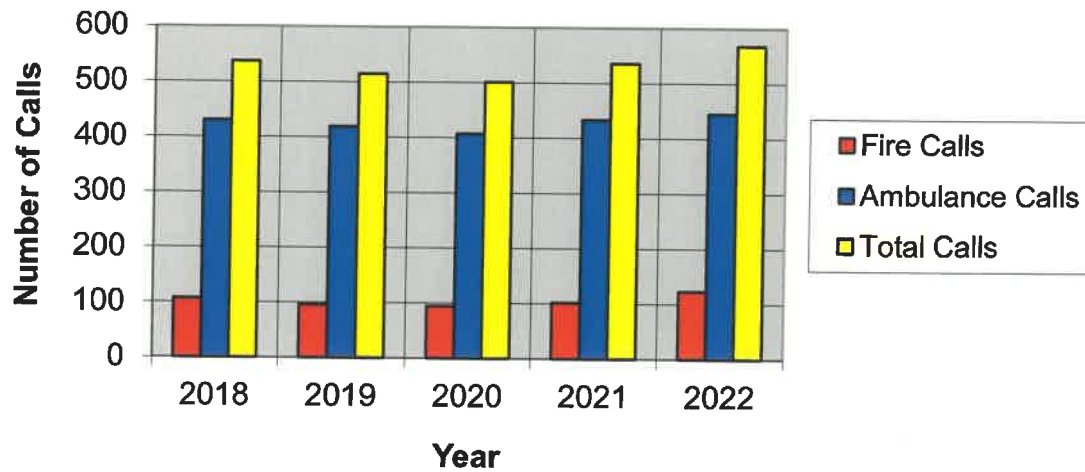
Ambulance Calls in the Month of March for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	419	403	387	415	418
Outside of City	<u>11</u>	<u>16</u>	<u>20</u>	<u>19</u>	<u>27</u>
Total Emergency Medical Calls	430	419	407	434	445



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fire Calls	107	96	94	102	123
Ambulance Calls	<u>430</u>	<u>419</u>	<u>407</u>	<u>434</u>	<u>445</u>
Total Calls	537	515	501	536	568



Training: Tabulations are not currently available.

Fire Prevention Bureau:

Investigations Conducted:	2
Inspections Performed:	9
Conferences Held:	15
Complaints Received:	2
Correspondence Written:	53
Plans Reviewed:	5
Public Education:	4
Burning Permits:	6

Personnel: Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for March, 2022



City of Cumberland Department of Police

Monthly Report
March 2022



City of Cumberland Department of Police

Monthly Report

March 2022

Part 1 Crimes for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Aggravated Assaults	6	4	B & E (All)	15	9	Murder	0	0	Rape	4	2
Robbery	3	2	Theft - Felony	1	0	Theft - Vehicle	3	2			

Selected Criminal Complaints for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Theft - Misdemeanor	13	28	Theft - Petty	26	21	Domestic Assaults	31	26	CDS	54	39
Disturbances	150	124	DOP/Vandalism	24	14	Indecent Exposure	4	0	Sex Off - Other	7	4
Suicide	0	0	Suicide - Attmp.	1	0	Tampering M/V	0	0	Abuse - Child	1	1
Trespassing	18	21	Assault on Police	3	4	Assault Other	29	30			

Selected Miscellaneous Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alcohol Volations	2	2	Juvenile Compl.	27	19	Missing Persons	3	6	School Resource	257	317
School Threat	0	0	Sex Off. Regist.	7	5	Truancy	18	1	Death Investigation	7	7

Selected Traffic Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
DWI	7	9	Hit & Run	18	24	M/V Crash	48	53	Traffic Stop	816	668

Selected Service Calls for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alarms	47	45	Assist Motorist	39	31	Check Well-Being	107	117	Foot Patrol	160	83
Assist Other Agency	89	90	Bike Patrol	5	0	Special Events	5	6	Suspicious Activity	81	66

Current Incident Status for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Open	35	109	Arrest	315	284	Closed	3262	2458	Suspended	59	47



City of Cumberland Department of Police

Monthly Report

March 2022

Arrests Totals for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
M/V Citations	106	80	M/V SERO	5	3	M/V Warnings	701	573	Arrest on View Adult	43	40
Arrest On Crim. Cit.	17	16	Arrest Summons	34	28	Arrest Warrant Adult	42	60	Adult Crim.	141	147
Arrest Summon (Chrg)	25	24	Arrest Warrant (Chrg)	16	29	Juvenile Crim.	15	20	Arrest on View Juv	14	19
Arrest Warrant JUV	0	0	Emer. Petition	51	46	Fingerprinting	0	0	RunAway & Miss Per.	5	7
Civil Citation	6	4									

Total Incidents Reported :

2021	2022
3,671	2,898

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

March 2022

SWORN PERSONNEL: 46 SWON OFFICERS

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

CIVILIAN EMPLOYEES: 6 full time, 9 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 331
COMP TIME USED: 163
SICK TIME USED: 445.25

YEAR TO DATE (beginning 07/01/21): 6,881.875
YEAR TO DATE (beginning 07/01/21): 1,458.375
YEAR TO DATE (beginning 07/01/21): 2,581.25

OVERTIME REPORT

OVERTIME WORKED: 192.25
HOSPITAL SECURITY: 89
COURT TIME WORKED: 192

YEAR TO DATE (beginning 07/01/21): 1,841.75
YEAR TO DATE (beginning 07/01/21): 804.50
YEAR TO DATE (beginning 07/01/21): 2,387

File Attachments for Item:

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

Utilities Division Activity Report for March 22 WATER

REQUEST	W/E 3/11/22	W/E 3/18/22	W/E 3/25/22	W/E 3/31/22	MONTHLY TOTALS
Service Technicians					
NON READS	41	23	24		88
FINAL READS TURN ONS/SHUT OFFS & DEMOS	3	3	1	1	8
LEAK INVESTIGATIONS <i>turn off-on</i>	7	3	5	2	17
METER/STOP INVESTIGATIONS	18	16	13		47
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS		8	4		12
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	86	40	42	3	171
NONPMT/BAD CK/AGREE SHUT OFFS	110	34	27		171
SUSPENDED ACCTS - RECHECKS	85	44	15		144
REPLACE REPAIR METER/LID VALVE					0
DIRTY WATER ODOR					0
SVC SEPARATIONS INVESTIGATIONS					0
INSTALL COUPLERS PLUGS/LOCK	2				2
NEW METER	1		4		5
METER FIELD TESTS-Residential					0
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out				1	1
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK NO WATER/DIRTY WATER			2		2
MOVE METERS OUTSIDE READINGS	1				1
SP Change Outs/Repairs/Reactivates/Move	2				2
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	1				1
HYDRANT/IRRIGATION METER					0
Total					672
Pipe Technicians					
LINE LOCATOR	218	145	90	78	531
TAPS SERVICED	2	1			3
LEAKS REPAIRED	3	1	1		5
FAYETTE ST MAIN REPLACEMENT	31	23	31		85
CUT OFF 402 PINE	4				4
1810 OLDTOWN RD- LEAK INVESTIGATION	4				4
COLD MIXED GLENWOOD	4				4
GOETHE - PUT OUT NO PARKING SIGNS	4				4
LOCATED METER BOXES - DECATUR ST	4				4
TRAIN STATION-REMOVED BACKFLOW	4				4
CLEANED SHOP/TOOK OUT TRASH	8				8
UNLOADED DELIVERY OF PIPE	4				4
ABANDONED SERVICES - 412 & 406 GOETHE	4				4
TRIED TO LOCATE LEAK @ WWTP		4			4
RAISED METER BOXES - NICKLAUS CT		3			3
MAINTENANCE ON TRUCKS & EQUIPMENT		4			4
WELLINGTON LN - SAW CUT FOR SEWER		4			4
HAULED 5 JOINTS OF 10" TO ALTAMONT			4		4
INVESTIGATED LEAK - GREENE @ ALLEGANY			4		4
CLEANED TRUCKS/EQUIPMENT/WAREHOUSE			4		4
WORKED W/ BELT ON VALVES - ALTAMONT				17	17
SENECA TANK - 6" METER CHANGE OUT				3	3
528 PINE AVE - TURNED OFF/PROPERTY LEAK				2	2
GREENE/JOHNSON - BACKFILLED WITH RISER				2	2
FAYETTE - CLEANED DRAINS				2	2
DISASSEMBLED 6" METER				2	2
					0
					0
					0
					0

Watershed

Dug, hauled and leveled shale at lower emergency access rd
 Went to Fayette St job to get crane truck to haul steel plate
 Helped #304 crew backfill
 Removed downed tree from emergency access rd
 Loaded excavator & hauled to warehouse for job at Jaycee field
 Removed trees & brush from Jaycee field for flood control
 Moved excavator from warehouse to WFP
 Greased & cleaned excavator
 Repaired 36" main line vault with 2" meter - 11709 Bedford Rd
 WFP emergency access road - Improved ditches/made wider/leveled shale
 Moved D5 to park dump site to grade dirt
 Took 382 to Oster Brothers for DOT inspection
 Burned brush at spoils pile
 Welded hinges & supports on lid for 36" main line vault
 Cleaned 379 & tools
 Bedford Rd 36" main line meter pit - Installed 30"x30" door/anchored/installed hinges, handle & latch/installed ladder in pit/painted concrete top
 Flushed hydrants - Moccasin Path & BW Drive
 Picked up 382 from Oster Brothers
 Emergency access rd - seeded, mulched and put down straw (several days)
 Took load of brush to burn pile
 512 Beall St - Leak/replaced curb box with meter box
 Pushed dirt, concrete/blacktop @ park dump site
 Repaired both sides of road by the WFP press
 Seeded & mulched around outer fence @ WFP
 Refueled excavator, 379, generator
 Located stop @ Brothers Home @ BW school - shut off (also installed valve box for easy access to stop)
 Class A DOT training & driving pre-trip inspection
 Class A test - MVA
 Turned down valves for #306 - Baltimore St
 623 Columbia Ave - Installed meter box
 Bedford Rd - shut off water for customer to make repairs - turned back on when repairs were completed
 BW Dr - Removed lid on meter pit w/ crane truck & set 6" meter

Projects

Projects

GRAND TOTAL

0

1391

March 2022 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Check sewage regulators
Safety meeting
Clean West levee ditch and Rt. 28 ditch
Cleaned stream at Bullpen
Perform other maintenance work as required

SEWER BRANCH

Calls answered	10
Service lines opened	3
Owner's trouble	7
Traced lines/main	447
Mains Repairs/ Replace	6
Sewer taps installed/replaced	0
Cleaned catch basins	10
Cleanouts installed	1
Televised sewer mains	320 FEET
Televised sewer lines	1
Call outs/ overtime	8 callouts/ 21.5 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	7,936 Feet
Gallons of water used	20,000 Gals.
605 Vac-con truck	5,000 Gals.

608 Flush truck

15,500 Gals.

Safety meeting

Center St. repaired storm main and added storm grate

Fayette St. repaired 4" and 8" sewer main (water)

Fayette St. repaired sewer main (water)

Polk St. repaired sewer main

Liberty St. repaired storm line (NPL)

606 Elwood St. repaired sewer service added C/O

916 Eastgate Ct. put camera in C/O to main pipe is open

405 South St. camera main to 405 s tap, some roots but
service line is open.

334 Queen City Dr., Taco Bell flushed and camera sewer light pole is
through sewer main (Taco Bell needs to fix)

Niagara St. sewer main backed up, Flushed and camera main is
opened

White Oaks reset manhole and ring

Service center cleaned storm drains

Hydro 6 sites (sewer)

Hydro 9 sites (water)

File Attachments for Item:

1. Approval of the Closed Session No. 1, Work Session, and Closed Session No. 2 Minutes of December 14, 2021, and Regular Session Minutes of December 21, 2021

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, December 14, 2021; 3:30 p.m.

The Mayor and City Council convened in open session at 3:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (3) and (7) of the General Provisions Article of the Annotated Code of Maryland to receive the advice of counsel regarding the potential acquisition of a property located along Messick Road.

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

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

ALSO PRESENT: Jeff Silka, City Administrator; Michael S. Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Marjorie Woodring, City Clerk

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, December 14, 2021
4:40 p.m.

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

ALSO PRESENT: Ken Tressler, Interim City Administrator; Marjorie Woodring, City Clerk; Matt Miller, CEDC Executive Director; Stu Czapski, Economic Development Specialist; Mike Getty; Kyle Talente and Matt Cardin, RKG Associates; Jonathan Hutcherson, CEDC Board Chair

Media: Greg Larry, Cumberland Times-News

I. UPDATE FROM RKG ASSOCIATES – FINAL FINDINGS, DRAFT CEDC STRATEGIC PLAN REASSESSMENT

Matt Miller introduced once again Kyle from RKG Associates, and said the final findings he would go over today sets expectations internally for both the CEDC and the City. Mr. Talente presented a PowerPoint, said they would go over goals, implementation strategies, and then get into discussions.

GOALS

- Develop Council-endorsed economic plan vision
- Enhance coordination and cooperation among partners
- Increase public support for ED vision
- Empower CEDC to create/rehabilitate new development opportunities
- Continue to build Cumberland's image
- Improve Cumberland as a place to live/work/play
- Create and retain jobs in a variety of industries

ORGANIZATION OF STRATEGIES

(Current Capacity Recommendations)

- Business retention and expansion
- Development of existing efforts

(Additional Capacity Recommendations)

- Marketing, communication and outreach
- Business recruitment and attraction

(Operational Recommendations)

- Organization and coordination
- Economic Development toolbox

BUSINESS RETENTION AND EXPANSION

- Implement annual business survey
- Engage industry leaders from key market segments in quarterly roundtables
- Execute business outreach program
- Execute business networking events
- Maintain role in connecting businesses with workforce

ASSET DEVELOPMENT

- Create commercial node plans like the downtown plan
- Inventory and market available buildings and land
- Continue leadership in PPP real estate projects
- Maximize uses on underutilized land
- Promote development of housing diversity

MARKETING COMMUNICATION, AND OUTREACH

- Enhance CEDC website
- Develop marketing materials to sell Cumberland
- Create regular ED content for distribution
- Proactively engage community
- Create ED development dashboard
- Hire a marketing specialist

BUSINESS RECRUITMENT AND ATTRACTION

- Create small business and entrepreneurial program
- Hire an entrepreneurial development specialist
- “Ride herd” larger-scale business recruitment

ORGANIZATION AND COORDINATION

- Continue to build partnership with County
- Streamline ED efforts in Cumberland
- Continue to build and strengthen partnerships

TOOLBOX DEVELOPMENT

- Regulatory tools
- Financial tools

CURRENT STAFFING AND RESOURCES

- Executive Director
- ED Manager
- Main Street Manager
- Board of Directors

NEXT STEPS

- Marketing Director
- Ombudsman
- Entrepreneurial Development Specialist
- How to Augment Staffing Needs

II. DISCUSSION

Mr. Talente opened the floor for questions and comments. There was discussion on the price tag of the investment in personnel, if using all of Mr. Talente's recommendations of 3 full-time professionals in marketing. Mr. Talente advised \$250K - \$300K annually. Mayor Morris said they will have to weigh the benefits and the right mix.

There was discussion on annual business surveys and visits per week, some maybe by members of City Council. Mr. Talente said he thinks some business owners would appreciate the attention, while others may have a mistrust of government and won't be as excited, and discussed the reality and goals of being available for conversations. He stated that, being a small community, there may be value in Council working as liaisons.

Mr. Miller advised that pre-Covid, the CEDC had a robust business retention schedule, and got good information from businesses on recommendations, staffing needs, etc. Mayor Morris suggested also using CEDC Board members. There was also discussion regarding more responsibilities by bringing the DDC into the CEDC. Mr. Talente advised that it would probably be negligible, and said it creates more benefits than costs.

There was discussion on the potential for collaboration with the CEDC and the County, to bring efforts together. Mr. Talente suggested that co-funding a staff member could be done in the short-term, without a full merger. There was also more discussion about salary for full-time positions and consulting being approximately \$250K. It was mentioned that the amount seemed low, and it was noted that figure did not account for health insurance.

Mr. Talente stated that he realized the City may not be able to take this on all at one time, and suggested looking for ways to mitigate or combine costs. He also advised to bring staff on as a single body and move forward, and said to focus on their recommendations for doing something, and maybe look to get there a different way. It was also suggested to work in phases and to look at all the avenues of collaboration.

Performance measurements for the staff of the CEDC was discussed, along with the economic development dashboard, how to set the right metrics to achieve results, and how it can be measured and tracked successfully.

There was discussion about marketing the City of Cumberland, and about directing that marketing to what location. Mr. Talente advised that in his opinion the highest chances of success are DC-Metro, Baltimore-Metro, Pittsburgh, Cincinnati, and secondly, upstate NY.

Greg Larry, Cumberland Times-News, discussed the new FedEx distribution center coming with 250 jobs, and asked how the City could piggy-back on that to attract more and expand on that. Mr. Talente advised that one of the biggest challenges is that the number of large land assets is extremely limited in Cumberland, which limits how many businesses like that it can attract. He

stated that annexation could assist in that type of development, but said mid-scale would be better at a regional level.

There was discussion about vertical building and upper story development. Mr. Talente said they strongly endorse the City considering activating the upper stories in the Baltimore Street area. He advised that it would also benefit businesses along Baltimore Street by bringing more people downtown. He stated that the challenge would be if the building owner could generate enough rent to offset the costs of renovation, and said the City needs to offer the right incentives.

There was discussion about what is new and what looks good in Cumberland to RKG & Associates, since they first came here in 2014. Mr. Talente mentioned the Footer Building, Rolling Mill, investment in new land assets to attract development, the creation of the CEDC, the City being more focused on economic development, and its success in moving initiative forward. He added that bringing them back for a strategic plan update is a tremendous step forward, and means the community has bought into the concept of economic development.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 3:35 p.m. With a **motion** from Councilman George, seconded by Councilman Cioni, the meeting reverted back to a Closed Session.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, December 14, 2021; 6:08 p.m.

The Mayor and City Council re-convened into Closed Session from the Open Work Session at 6:08 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (3) and (7) of the General Provisions Article of the Annotated Code of Maryland to receive the advice of counsel regarding the potential acquisition of a property located along Messick Road.

MOTION: Motion to enter back into Closed Session was made by Council Member George, seconded by Council Member Cioni, 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: Jeff Silka, City Administrator; Michael S. Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Marjorie Woodring, City Clerk; Matt Miller, Executive Director-CEDC



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting
City Hall, 57 N. Liberty Street, Cumberland, MD 21502

DATE: December 21, 2021

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Jeffrey F. Silka, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk;

IV. Statement of Closed Meeting

1. Summary statement of closed meetings held December 14 and 21, 2021

Mayor Morriss announced that closed sessions had been held on December 14, 2021 at 3:30 p.m. and at 6:10 p.m., and on December 21, 2021 at 4:30 p.m., and read into the record a summary of those meetings 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. Director's Reports

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

(A) Public Works

1. Maintenance Division monthly report for November 2021

(B) Fire

1. Fire Department monthly report for November, 2021

(C) Police

1. Police Department monthly report for November, 2021

(D) Utilities - Flood, Water, Sewer

1. Utilities Division monthly report for November, 2021

VI. Approval of Minutes

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

1. Approval of the Work Session Minutes of August 31, 2021, and the Work and Closed Session Minutes of September 7 and 21, 2021

VII. New Business

(A) Orders (Consent Agenda)

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

Order 26,924 - authorizing the execution of an Easement Agreement with the Kensington Algonquin, LLC, and Cumberland Senior Partners, LLC, granting the City a one-year temporary construction easement and a permanent construction easement to facilitate the rehabilitation of the Baltimore St. Bridge.

Mr. Silka advised that this easement is needed to take out sidewalks and the retaining wall on the Kensington property to facilitate the bridge rehabilitation, with the cost being \$1,765.

Order 26,925 - accepting a FY21 Dept. of Justice COPS Hiring Grant in the amount of \$375,000 to hire 3 police officers and partially pay their salary and benefits for 3 years.

Mr. Silka advised that this is a declining grant, and at the end of the 4th year 100% of the money would be refunded.

Order 26,926 - accepting a FY21 Edward Byrne Memorial Justice Assistance Grant in the amount of \$12,391 to be used to purchase weapons for use by the CPD, CERT, and the ACSO to support tactical missions in Cumberland and Allegany County.

Mr. Silka advised that there is no match for this grant.

Order 26,927 - accepting the sole source purchase of road salt from Cargill, Inc. for an amount not to exceed \$200,000, with pricing obtained through the Statewide Contract.

Mr. Silka advised that the budget for this line item is \$175K, with the City asking for \$200K in case of extreme weather, with the cost per ton of delivered salt being \$82.27.

Order 26,928 - authorizing the execution of Change Order No. 1 to the existing Purchase Order (M&CC Order 26,623) for the new Sutphen Aerial Ladder Truck in the increased amount of \$2,500.89 for various minor adjustments to the specifications, bringing the total invoice for the truck to \$1,300,070.10.

Mr. Silka advised that this will be the final price, and said the truck is slated to be delivered next week.

Order 26,929 - accepting the sole source quote from InSource Solutions to provide upgrades to the SCADA software system and enter into a 3-year Maintenance Service Agreement for both the Water Reclamation Facility and the Water Filtration Plant for the not-to-exceed cost of \$49,677.80.

Mr. Silka advised that this software runs all the operations and monitors the plants, and added that if not sole-sourced, plant operations would have to be completely re-configured.

Order 26,930 - authorizing execution of Donation Agreements to convey to the City properties at 421 S. Central Ave., 439 Andrews Street (Central Ave.), 409 S. Central Ave., and 406-408 Goethe Street; authorizing acceptance of the deeds, and authorizing the City Administrator and City Solicitor authorize to execute documents necessary for the transfer.

Mr. Silka advised that these are all demo properties in targeted areas.

Order 26,931 - authorizing a payment of \$17,500 to the Allegany County Commissioners as the City's contribution towards the County's one-year consulting services contract with Atkinson Eco, LLC, for the project management of the Canal Place River Park Project.

Mr. Silka advised that this is a 3-way project with the County, Canal Place, and the City of Cumberland.

Order 26,932 - authorizing execution of a Non-Endowed Restricted Fund Agreement with the Community Trust Foundation, Inc. regarding the establishment of the City of Cumberland Skatepark Task Force Fund, to be used to provide financial support for the creation of a skatepark in the City, and authorizing a City donation of \$10,000 to launch the fund.

Mr. Silka advised that this has been discussed in prior meetings, and will allow funding to be set up.

Order 26,933 - abating taxes and utilities on City-owned properties obtained through tax sale foreclosure: 309 S Cedar St., 14 W. First Street., 443 Columbia Street., 105 Grand Avenue, 107 Springdale Street, 109 Springdale Street.

Mr. Silka advised that these properties are slated for demo, except 309 S. Cedar St., which is going to be rehabbed.

Order 26,934 - authorizing execution of an Agreement with the Cumberland Economic Development Corporation and the Allegany County Commissioners regarding the purchase of 39.19 acres of property owned by Avirett Development and located on Uhl Highway at Messick Road for the amount of \$250,000 and authorizing the City's contribution of \$125,000 towards purchase of the property contingent upon the County's contribution of \$125,000 towards the purchase.

Mr. Silka advised that the City worked with the CEDC to purchase this property for economic development purposes.

Order 26,935 - declaring City-owned properties at 471 Goethe Street and 502 Regina Avenue to be surplus and authorizing them for sale.

Mr. Silka advised that these are properties the City would like to get back on the tax rolls.

Mayor Morriss said this bodes well for economic development in the area, with the willingness of the County, City and CEDC to work together to develop projects jointly that will help going forward. He added that this is a step in the right direction, and that hopefully it leads to more collaborations in the future between the three groups.

VIII. Public Comments

No Comments

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:30 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

Attest: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

. Ordinance 3910 (*1st reading*) - accepting the bid from C3 Home Renovations LLC in the amount of \$52,963.40 for the purchase of City-owned surplus property at 502 Regina Avenue, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV. No other bids were received.

ORDINANCE NO. 3910

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT A BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 502 REGINA AVENUE AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO C3 HOME RENOVATIONS, LLC, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND 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 502 Regina Avenue, Cumberland MD (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 22,935, passed by the Mayor and City Council on December 21, 2021;

WHEREAS, bids for the purchase of the Property and other parcels of property were solicited by means of the "2022 Surplus Property Round IV - 502 Regina Avenue";

WHEREAS, the City received no other bids for the Property;

WHEREAS, staff is recommending that the Mayor and City Council award the bid for the property known as 502 Regina Avenue to C3 Home Renovations, LLC ("Purchaser") for the amount of \$52,963.50 (Fifty-Two Thousand, Nine Hundred Sixty-Three Dollars and Fifty Cents); 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 accept the bid of C3 Home Renovations, LLC for the sum of \$52,963.50 (Fifty-Two Thousand, Nine Hundred Sixty-Three Dollars and Fifty Cents) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon.
- B. Purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. 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;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

A purchaser's deed shall be released upon the payment of these sums and final recordation of the deed.

- G. 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 a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

SECTION 3: AND BE IT FURTHER ORDAINED, that all other bids for this Property be and are hereby rejected;

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2021, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

That for and in consideration of the sum of _____ 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, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

IT BEING the same property which 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, _____ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

PROVIDED, HOWEVER, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

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

City of Cumberland - 2022 Surplus Property Round IV Bid Summary			
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Bid Opening: March 30, 2022, 2:30 PM, Cumberland City Hall Council Chambers			
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[illegible]



Margie Woodring <margie.woodring@cumberlandmd.gov>

Surplus Property Bid Award recommendations

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov>

Tue, Apr 12, 2022 at 11:51 AM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Hello Margie,

Below are the award recommendations for the recount surplus property sale round 4:

502 Regina - C3 Home Renovations, LLC / Jared Court - \$52,963.50 - was the only bidder.

107/109 Allegany - Del & Del Properties - \$3,500 - was the low of three bidders, but submitted the only "compliant bid" by including a portfolio of past projects.

309 Cedar Street - Richard Pravlik - \$2,000. Another bid of \$2,000 was received, but the award suggestion goes to Pravlik as the most complete intended use and estimated timeline.

Please let me know if you have any questions.

Thanks,

--

Ken Tressler, CPA
Director of Administrative Services
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6406
Cell (304) 813-6470

File Attachments for Item:

. Ordinance 3911 (*1st reading*) - accepting the bid from Richard A. Pravlik in the amount of \$ 2,000 for the purchase of City-owned surplus property at 309 S. Cedar Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids

ORDINANCE NO. 3911

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT A BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 309 SOUTH CEDAR STREET AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO RICHARD A. PRAVLIK, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND 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 309 South Cedar Street, Cumberland MD (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,902, passed by the Mayor and City Council on November 16, 2021;

WHEREAS, bids for the purchase of the Property and other parcels of property were solicited by means of the "2022 Request for Bids - Surplus Properties Round IV";

WHEREAS, the City received two (2) bids for 309 South Cedar Street;

WHEREAS, staff is recommending that the Mayor and City Council award the bid for the property known as 309 South Cedar Street to Richard A. Pravlik ("Purchaser") for the amount of \$2,000.00 (Two Thousand Dollars) and reject all other bids; 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 accept the bid of Richard A. Pravlik for the sum of \$2,000.00 (Two Thousand Dollars) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon.
- B. Purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. 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;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

A purchaser's deed shall be released upon the payment of these sums and final recordation of the deed.

- G. 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 a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

SECTION 3: AND BE IT FURTHER ORDAINED, that all other bids for this Property be and are hereby rejected;

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2021, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

That for and in consideration of the sum of _____ 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, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

IT BEING the same property which 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, _____ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

PROVIDED, HOWEVER, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

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

City of Cumberland - 2022 Surplus Property Round IV Bid Summary				
--	--	--	--	--

Bid Opening: March 30, 2022, 2:30 PM, Cumberland City Hall Council Chambers				
---	--	--	--	--

[illegible]



Margie Woodring <margie.woodring@cumberlandmd.gov>

Surplus Property Bid Award recommendations

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov>

Tue, Apr 12, 2022 at 11:51 AM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Hello Margie,

Below are the award recommendations for the recount surplus property sale round 4:

502 Regina - C3 Home Renovations, LLC / Jared Court - \$52,963.50 - was the only bidder.**107/109 Allegany** - Del & Del Properties - \$3,500 - was the low of three bidders, but submitted the only "compliant bid" by including a portfolio of past projects.**309 Cedar Street** - Richard Pravlik - \$2,000. Another bid of \$2,000 was received, but the award suggestion goes to Pravlik as the most complete intended use and estimated timeline.

Please let me know if you have any questions.

Thanks,

--

Ken Tressler, CPA
Director of Administrative Services
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6406
Cell (304) 813-6470

File Attachments for Item:

. Ordinance 3912 (*1st reading*) - accepting the bid from Del and Del Allegany Properties LLC in the amount of \$ 3,500 for the purchase of City-owned surplus property at 107/109 S. Allegany Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids

ORDINANCE NO. 3912

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT A BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 107/109 S. ALLEGANY STREET AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO DEL AND DEL ALLEGANY PROPERTIES, LLC, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND 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 107/109 S. Allegany Street, Cumberland MD (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,955, passed by the Mayor and City Council on February 1, 2022;

WHEREAS, bids for the purchase of the Property and other parcels of property were solicited by means of the "2022 Surplus Property Round IV - 107/109 S. Allegany Street";

WHEREAS, the City received three (3) bids for 107/109 S. Allegany Street;

WHEREAS, staff is recommending that the Mayor and City Council award the bid for the property known as 107/109 S. Allegany Street to Del and Del Allegany Properties LLC ("Purchaser") for the amount of \$3,500.00 (Three Thousand, Five Hundred Dollars) and reject all other bids; 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 accept the bid of Del and Del Allegany Properties LLC for the sum of \$3,500.00

(Three Thousand, Five Hundred Dollars) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon.
- B. Purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. 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;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

A purchaser's deed shall be released upon the payment of these sums and final recordation of the deed.

- G. 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 a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

SECTION 3: AND BE IT FURTHER ORDAINED, that all other bids for this Property be and are hereby rejected;

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2021, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

That for and in consideration of the sum of _____ 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, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

IT BEING the same property which 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, _____ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

PROVIDED, HOWEVER, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

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

Bid Opening: March 30, 2022, 2:30 PM, Cumberland City Hall Council Chambers

[illegible]



Margie Woodring <margie.woodring@cumberlandmd.gov>

Surplus Property Bid Award recommendations

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov>

Tue, Apr 12, 2022 at 11:51 AM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Hello Margie,

Below are the award recommendations for the recount surplus property sale round 4:

502 Regina - C3 Home Renovations, LLC / Jared Court - \$52,963.50 - was the only bidder.

107/109 Allegany - Del & Del Properties - \$3,500 - was the low of three bidders, but submitted the only "compliant bid" by including a portfolio of past projects.

309 Cedar Street - Richard Pravlik - \$2,000. Another bid of \$2,000 was received, but the award suggestion goes to Pravlik as the most complete intended use and estimated timeline.

Please let me know if you have any questions.

Thanks,

--

Ken Tressler, CPA
Director of Administrative Services
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6406
Cell (304) 813-6470

File Attachments for Item:

. Order 26,991 - authorizing execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Michael and Cheryl Maistros, dated August 29, 2003, and pertaining to 7 Decatur Street (*Allegany County Land Records Book 1026, Page 298*), has been fully paid and the lien is hereby released

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

ORDER NO. 26,991

DATE: April 19, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust made by Michael and Cheryl Maistros pertaining to 7 Decatur Street, dated August 29, 2003, and recorded among the Land Records of Allegany County, Maryland in Book 1026, Page 298 has been fully paid and satisfied and the lien of the Deed of Trust is hereby released.

Raymond M. Morriss, Mayor

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Michael and Cheryl Maistros unto H. Jack Price, Jr., trustee for the benefit of the Mayor and City Council of Cumberland, dated August 29, 2003, and recorded among the Land Records of Allegany County, Maryland in Book 1026, Page 298 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this _____ day of _____, 2022.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By: _____
Raymond Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond Morriss, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

NOTARY PUBLIC

My Commission Expires: _____

File Attachments for Item:

. Order 26,992 - rejecting the bid for the Municipal Service Center Pole Building Project (28-21-M) from Harbel, Inc. in the amount of \$219,226.00 due to the lack of budgeted funds needed to meet the bid amount, accepting the direct quote from Kauffman Metals in the amount not to exceed \$64,895 and rejecting all other quotes

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

ORDER NO. 26,992

DATE: April 19, 2022

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

THAT, the bid from Harbel, Inc. for the Municipal Service Center Pole Building Project (28-21-M) be and is hereby rejected due to the lack of budgeted funds needed to meet the bid amount of Two Hundred Nineteen Thousand, Two Hundred Twenty-Six Dollars (\$219,226.00); and

BE IT FURTHER ORDERED, that after three (3) subsequent direct quotes were sought, the quote from Kauffman Metals, 6146 Lincoln Highway, Bedford, PA 15522, be and is hereby accepted in the amount not to exceed Sixty-Four Thousand, Eight Hundred Ninety-Five Dollars (\$64,895); and

BE IT FURTHER ORDERED, that all other quotes be and are hereby rejected.

Raymond M. Morriss, Mayor

Budget: 115.071E.62000

Order of Bids:

Harbel, Inc.	\$219,226
--------------	-----------

Order of Quotes:

Kauffman Metals	\$64,895
Pioneer Pole Buildings	\$68,775
Lancaster Pole Buildings	\$70,190



Margie Woodring <margie.woodring@cumberlandmd.gov>

Item for next agenda - Purchase/installation of MSC Pole Building

1 message

Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Thu, Apr 7, 2022 at 8:37 AM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Brian Broadwater <brian.broadwater@cumberlandmd.gov>, Julie Hutson <julie.hutson@cumberlandmd.gov>

Margie,

Could you please place the purchase and installation of the MSC Pole Building on the next Mayor and Council Agenda for their approval?

Municipal Service Pole Building 32'x56'x16' with a 6" - 4000 PSI Concrete Floor charge code 115.071E.62000 (budget \$80,000)

The Engineering Department requested bids in January, 2022 for a Pole Building at the Municipal Service Center. One bid was received from Harbel, Inc (see attached bid sheet) in the amount of \$219,226. This was beyond our budget.

I requested and was approved a budget of \$80,000 (115.071E.6200), based on quotes received from 3 metal pole building companies. I reached back out to those 3 companies for updated quotes. Please see a summary of those updated quotes below (quotes attached):

1. **Kauffman Metals Inc. – Metal Building + Concrete Floor \$64,895**
 - a. Metal Building \$52,295 + Floor \$12,600 = \$64,895
2. **Pioneer Pole Buildings Inc. – Metal Building + Concrete Floor \$68,775**
 - a. Building \$53,991 + Floor \$14,784 = \$68,775
3. **Lancaster Pole Buildings – Metal Building + Concrete Floor \$ 70,190**
 - a. **Lancaster does NOT provide the concrete floor.** Metal building cost \$57,190 + Concrete Floor (provided by another company) \$13,000 = \$70,190

Based on the quotes, it is my recommendation that we proceed with the lowest quote of \$64,895, Kauffman Metals.

I spoke to Ken and Mark previously. It was their recommendation that I have you place this item on the next agenda. I have also reached out to Mr. Silka. He was fine with this course of action and stated we may have to officially reject the bid from Harbel.

I am out of the office next week. Brian will have all the information if you have any questions. Please feel free to call or email if you need additional information.

Thank you,
Brooke

Brooke Cassell
Public Works Operations Manager
City of Cumberland, MD
phone (301)759-6624
fax (301)759-6632
cell (240)580-0755

email brooke.cassell@cumberlandmd.gov

4 attachments



Harbel, Inc..pdf
60K



Kauffman Metals.pdf
61K



Lancaster Pole Buildings.pdf
53K



Pioneer Pole Buildings.pdf
56K

PROJECT INFORMATION	
Project Title:	Municipal Service Center Pole Building
City Project:	28-21-M
Contract Length:	120 Calendar Days
BID OPENING	
Date & Time:	February 9, 2022 @ 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	
Harbel, Inc.	
11521 Wilnor Ave	
Cumberland, MD 21502	

BIDS AND ALTERNATES						Harbel, Inc.	
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT		
BASE BID							
1000	Pole Building	LS	1	\$ 155,000.00	\$ 155,000.00		
1001	Rolling Garage Door	EA	3	\$ 22,000.00	\$ 66,000.00		
1002	6" Concrete Sub-On-Grade	SF	1792	\$ 15.50	\$ 27,776.00		
ADD/ALT #1							
1003	Sectional Garage Door	EA	3	\$ 12,150.00	\$ 36,450.00		

Harbel, Inc.	
Bid	✓
Acquis	✓
LPC	County
ARV/F	✓
Bid Bond	✓
BASE BID	
\$	248,776.00
ALTERNATE BID #1	
\$	219,226.00

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:

Robert Smith

Robert Smith, PE
Director of Engineering



Kauffman Metals Inc Quotation Package



QUOTATION FOR:

City Of Cumberland
215 Bowen St.
Cumberland, MD 21502
301-759-6624

CONTACT:

Bob Kauffman
6146 Lincoln Hwy.
Bedford, PA 15522
814-623-6044

CONSTRUCTION:

DIMENSIONS:

Post Frame
32' X 56' X 16'

SPECIFICATIONS FOR 32' X 56' X 16' POST FRAME PACKAGE:

• MATERIAL PACKAGE

- Pre-Engineered Wood Trusses (4/12 Pitch, 4' O/C)
- 4.5 x 5.25 Riddgiply 3 Ply Eave Posts (8' O/C)
- 4.5 x 5.25 Riddgiply 3 Ply Gable Posts (8' O/C)
- 2 x 8 Treated Southern Yellow Pine Skirt Boards (1 Row)
- 2 x 4 Wall Girts (24" O/C) and Roof Purlins (24" O/C)
- 2 x 12 Double Top Girt Truss Carrier
- 3/8" Pacify Fanfold Insulation on Roof
- Clay Grand-Rib #1 Steel Siding
- Evergreen Grand-Rib #1 Steel Roof
- One Concrete Pad per Post Hole

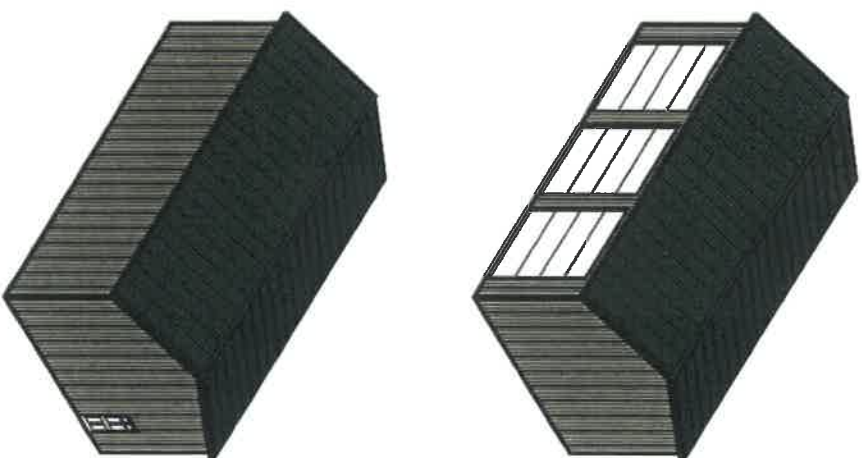
• DOORS & WINDOWS

- Three 3285 14' x 14' C.H.I. Ins. OH doors
- One 3' 6" Panel Entry Door

• 12" OVERHANG ON ALL SIDES STEEL SOFFIT

• FASTENERS

- 1" Woodfast W/ Washer for Steel Wall Panel
- 1 1/2" Woodfast W/ Washer for Steel Roof Panel
- Simpson Strong-Drive Structural Screw for Truss Carrier
- 16D Pole Barn Nails for Skirt Board
- Galvanized Steel Framing Nails
- 6" 4000 PSI Concrete floor with rebar



QUOTATION DATE: 3/4/2022

ESTIMATE NUMBER: 8976

GRAND TOTAL - INSTALLED

\$64,895.00

Prices are good for 14 days, until 3/18/2022

**PRICES SUBJECT TO CHANGE AT
TIME OF CONTRACT DUE TO
VOLATILITY IN THE LUMBER**

Prepared For:

Brooke Cassell
City Of Cumberland
215 Bowen St
Cumberland, MD 21502
Phones: Home: (240) 580-0755

**QUOTE NUMBER:
PQS-381670-001**

Page: 1 of 1
Quote Date: 3/9/2022
Quote By: Kirk Clauser
Customer ID: 381670

Building

Dimensions: 32'W x 56'L x 16'5"H
3 ply 2 x 6 glu-laminated, poles 8' on center
Siding: 28 Gauge Frontier Panel 50 Year Warranty
Roofing: 27 Gauge Frontier Panel 50 Year Warranty
32' Standard Trusses, 4' on center, 4/12 pitch, snow load by code and design

Openings

(3) 14 x 14 Commercial Micro Grooved Insulated, 15" track, Placement: eave
(1) Entry Door 3068 inswing 6-panel RH Fiberglass Insulated PRIMED

Overhangs

Eaves Overhang: Flush, Gables Overhang: Flush

Miscellaneous

56 ft, Universal Ridge Vent
2 x 6 Skirtboard .60 Treated with barrier tape

Total for above building erected on your level, compacted site:

\$53,991

Additional Options

Overhangs

Eaves Overhang: OH 1'
Gables Overhang: OH 1'

\$2,320
\$1,360

Insulation

Roof: Double Bubble Vapor Barrier

\$3,272

Miscellaneous

Trash Removal, If Needed
Engineered Sealed Blueprints (If Required By Township/County)
Non Stamped Blueprints

\$275
\$500
Free

5" concrete floor, expansion joints, fiber mesh, 3500 PSI, top sealer. Customer supplies 5" stone base.
Concrete crew spreads stone. Extra concrete or extra grading is extra charge.

\$14,784



-Proposal-

Wed Feb 23 2022

City of Cumberland Maryland
Tim Murphy
215 Bowen Street
Cumberland, MD 21502
301-697-0059 tim.murphy@cumberlandmd.gov brooke.cassell@cumberlandmd.gov

Re: Free Standing Building Proposal

Dear City of Cumberland Maryland,

Thank you for your inquiry on a new project to be provided by Lancaster Pole Buildings
Below are listed the specifications on which the price is based:

Free Standing Building installed on your level site
32' width x 56' length x 16' inside height
Roof System: 4' o/c trusses Pitch: 4/12 Loading: 30-5-5 standard
Walls: 8' o/c TR Laminated Load-Bearing Columns
Siding: 28 gauge steel (Undecided Color)
Roofing Type: 28 Gauge Painted Steel (Undecided Color)
Overhangs: 12" Boxed on 2-sides & 2-gables (Undecided Color) soffit and fascia
3 - 14 X 14 Commercial Ribbed Insulated, Model 3150 (Undecided Color) Overhead Door(s)
1 - 3' X 6'8" Steel Flush Entry Door(s)
1 - Panic Hardware & Auto Closures
1 - No prevailing rate included
Delivery to Zone 515 - Allegany County - 21502

The cost for this project is \$57,190.00.

This price is good for 10 days from the date of this letter.
Thank you and if I can be of any further assistance please feel free to call.

Best regards,
Rich Zimmerman
Lancaster Pole Buildings
138 Ranck Church Road
New Holland, PA 17557
(717) 572-2266
Cell (717) 723-0024

Additional available options * - additional travel charges may apply to options
+ Add Walls: Green Posts for \$2,459
+ Add Siding: 42" Wainscoting on all sides (Undecided Color) for \$960
+ Add Roofing Type: 2 Rows of 18" o/c Snow Guards on Both Eaves (Undecided Color) for \$1,883
+ Add Insulation/vapor barrier: 2073 sqft of Double Bubble on Roof for \$1,816
+ Add Liner Panel: 1792 sqft of 29 gauge painted steel Liner Panel on Ceiling for \$6,261
+ Add 1 - 36X44 Single-Hung Ins. Window(s), with grids for \$424
+ Add 116 lineal ft of 5K Gutter(Undecided Color) with 2 downspouts for \$2,105
+ Add Engineered plans for \$558

File Attachments for Item:

. Order 26,993 - declaring City-owned real estate parcels collectively known as the "Former Site of the Memorial Hospital" as surplus and acknowledging the intent to transfer said parcels to the Cumberland Economic Development Corporation per terms of the Memorandum of Understanding dated July 21, 2015

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

ORDER NO. 26,993

DATE: April 19, 2022

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property known as the site of the former Memorial Hospital; and

WHEREAS, the Mayor and City Council have determined that this property is no longer needed for any public use and intends to transfer said property to the Cumberland Economic Development Commission per terms of the Memorandum of Understanding between the CEDC and the Mayor and City Council of Cumberland, dated July 21, 2015;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

1. The following property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

a.) FORMER SITE OF THE MEMORIAL HOSPITAL

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of the properties to the Cumberland Economic Development Commission, and the City may proceed with the transfer of the properties in accordance with the terms of said Ordinance

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,994 - approving Amendment No. 10-03112022 to the Community Development Block Grant Program

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

ORDER NO. 26,994

DATE: April 19, 2022

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

THAT, the following amendments (No. 10 03112022) to the Community Development Block Grant Program be and are hereby approved effective April 19, 2022:

Program	Current	Amendment	New Total
2020 HRDC Emergency Homeless Prevention	\$25,000	(\$4,752.83)	\$20,247.17
2020 Allegany Youth Enrichment Program Youth Center Rehabilitation	\$113,160	\$4,752.83	\$117,912.83

Raymond M. Morriss, Mayor

2022 City of Cumberland Community Development Block Grant Program

City of Cumberland Community Development Staff announces the Community Development Block Grant (CDBG) 2022 Annual Action Plan proposed projects for funding. These 14 projects fall under one of four categories: Housing/Rehabilitation, Facilities/Infrastructure, Admin/Planning, and Public Services for a total of \$800,000; the estimated award from the U.S. Department of Housing and Urban Development. The contingency plan for an increase or decrease in the grant amount actually received from the grantor includes increasing or decreasing the Baltimore Street Ph 3/City Sidewalks/Multi-Use Trail project accordingly. **Surplus funds from a completed 2020 HRDC Emergency Homeless Prevention project are recommended for reallocation to Allegany Youth Enrichment Program's existing youth center rehabilitation project.** These proposed CDBG projects will be presented at the regular Mayor and City Council meeting on Tuesday, April 5, 2022 and are slated for approval at the regular Mayor and City Council meeting on Tuesday, April 19, 2022.

Project Name	2022 CDBG	2020 Surplus
Housing/Rehabilitation		
JFV Sidewalk ADA installation	\$40,000	
Subtotal	\$40,000	
Facilities /Infrastructure Improvements		
Baltimore Street Redesign Ph 3/City Sidewalks/Multi Use Trail	\$232,720	
Constitution Park Improvement/Splashpad	\$278,000	
YMCA Gilcrist Security for Transitional Housing	\$30,820	
YMCA Gilcrist Gymnasium Roof	\$36,000	
Allegany Youth Enrichment Program Youth Center Rehab	\$10,000	\$4,752.83
Subtotal	\$587,540	\$4,752.83
Administration/Planning		
Administration	\$130,000	
Subtotal	\$130,000	
Public Services		
CPD Foot and Bike Patrols	\$4,960	
AHEC West Dental Access	\$5,000	
YMCA Gilcrist Food Program	\$5,000	
Long Term Prescription Program Assoc Charities	\$6,000	
Short Term Prescription Program Assoc Charities	\$6,000	
Jane's Place,Cumb Cares Project (child abuse/neglect)	\$5,000	
Abuse Intervention Program IPV	\$10,500	
Subtotal	\$42,460	\$0.00
TOTAL PROJECTS	\$800,000	\$4,752.83
Total Available Allocations	\$800,000	\$4,752.83

Comments regarding the 2022 CDBG Annual Plan will be accepted through April 11, 2022 in writing to Lee Borrer, 57 N. Liberty Street, Cumberland, Maryland 21502 or lee.borrer@cumberlandmd.gov or by calling 301 759-6437 M-F, 8:00 a.m. – 4:00 p.m.

ADV: March 11, 2022

File Attachments for Item:

. Order 26,995 - approving Substantial Amendment No. 2 to reprogram Community Development Block Grant CARES Act Funding by amending the 2020 Annual Action Plan in response to the needs of residents affected by the Cononavirus pandemic

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

ORDER NO. 26,995

DATE: April 19, 2022

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

THAT, the following Substantial Amendment No. 2 to reprogram Community Development Block Grant CARES Act Funding (CDBG-CV) by amending the 2020 Annual Action Plan in response to the needs of residents affected by the Coronavirus pandemic be and are hereby approved and effective April 19, 2022:

Year/Code	Project Name	Increase	Reduce	New Total
CV20.003	CV HRDC Emergency		\$175,007.95	\$ 24,992.05
CV20.001	CV Small Business		\$80,000	\$ -
CV20.005	CV Associated Charities Emergency Homeless Prevention		\$30,482.78	\$ 21,768.22
CV20.004	CV Broadband & Tech Accessibility	\$83,456		\$ 172,456.00
CV20.006	CV3 AYEP Youth Center Rehabilitation	\$76,890.73		\$ 190,050.73
CV20.	CV YMCA Gilcrist Gymnasium Roof	\$40,600		\$ 40,600.00
CV20.	CV Family Crisis Resource Center COVID violence hotline/HEPA Imps	\$84,544		\$ 84,544.00

Raymond M. Morriss, Mayor

Public Notice of Intent to Program Community Development Block Grant Funds

PY 2020 City of Cumberland CARES Act Amendment

Substantial Amendment #2 02/25/2022

In accordance with federal regulations governing the Consolidated Planning process, the City of Cumberland is notifying the public regarding a proposal to reprogram Community Development Block Grant CARES Act funds (CDBG-CV) by amending the 2020 Annual Action Plan in response to the needs of residents affected by the Coronavirus pandemic. Surplus CDBG-CV funds were not expended from the original 2020 CARES ACT award. As a result of community outreach and evaluation of the community's greatest needs, the City will be coordinating with the Cumberland YMCA, Allegany Youth Enrichment Program, Allegany County Library System, and Family Crisis Resource Center to provide facility rehabilitations and public services in the manner outlined below.

Public Facilities	
CV YMCA Gilcrist Gymnasium Roof	\$40,600
CV Allegany Youth Enrichment Program Youth Center	\$76,890.73
Subtotal	\$117,490.73
Public Services	
CV Broadband & Technology Access	\$83,456
CV Family Crisis Center COVID violence hotline/HEPA Imps	\$84,544
Subtotal	\$168,000
TOTAL	\$285,490.73

As a result of the aforementioned proposed changes to the 2020 Annual Action Plan, the PY 2020 CDBG-CV funds are proposed to provide COVID-19 related relief to 2 facilities serving citywide and 12,428 people.

Although Cumberland's Citizen Participation Plan was approved by Cumberland Mayor and City Council on May 5, 2020 and allows for expedited procedures for public notification for Emergency Action Plan Amendments the public has 30 days to comment. The Mayor and City Council will hold a public hearing on CDBG and CDBG-CV for the proposed amendment on Tuesday, April 5, 2022, and will consider any comments or views from its citizens received in writing or orally, at the public hearing.

Written comments concerning the proposed amendment may be provided **effective Friday, March 11, 2022 through 4 PM Monday, April 11, 2022**. Provide written comments to the City of Cumberland, Department of Community Development by mail to 57 N. Liberty Street, Cumberland, Maryland or email at lee.borror@cumberlandmd.gov. This Amendment to the 2020 Community Development Block Grant Annual Plan will be considered for approval by Mayor and City Council at the regular meeting on **Tuesday, April 19, 2022** at 6:15 PM.

ADV: Friday, March 11, 2022

File Attachments for Item:

. Order 26,996 - Order authorizing execution of a Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of \$50,000 in funding for the Residential Accessibility Improvement Project, and authorizing the City Comptroller to accept the funding

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

ORDER NO. 26,991

DATE: April 19, 2022

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

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

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

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

Raymond M. Morriss, Mayor

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

TABLE OF CONTENTS

AWARDEE: Mayor and City Council of Cumberland, Maryland

AWARD ID#: CL-2022-Cumberland-00228

PROJECT NAME: Residential Accessibility Improvement

- ☐ **Community Legacy Program Grant Agreement**
- ☐ **Exhibit A - CL-2022-Cumberland-00228
Project Description, Scope of Work, and Special Conditions**
- ☐ **Exhibit B - CL-2022-Cumberland-00228
Project Budget**
- ☐ **Exhibit C - CL-2022-Cumberland-00228
Project Schedule**

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

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

RECITALS

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

AGREEMENT

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

1) Sustainable Community or Eligible Opportunity Zone Designation.

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

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Fifty Thousand Dollars (\$50,000)** (the “**Grant**”) to be used for the purposes of funding the Community Legacy Project (the “**Project**”) described in Exhibit A - CL-2022-Cumberland-00228 (the “**Project Description**”).
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State of Maryland (the “**State**”) funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - CL-2022-Cumberland-00228 (the “**Project Budget**”). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department; provided, however, that Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred already included some amount of the Grant allocated to it prior to such transfer by

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

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
 - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
 - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
 - f) If Grantee is not a Local Government, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - CL-2022-Cumberland-00228 (the "**Project Schedule**").
 - b) Grantee shall complete the Project on or prior to the date set forth in the Project Schedule (the "**Completion Date**").
 - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
 - f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - CL-2022-Cumberland-00228.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
 - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.
- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
 - b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.

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

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

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

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

c) Reports.

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

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

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

9) Default and Remedies; Termination.

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

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

10) Grantee's Certifications. Grantee certifies that:

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

11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this

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

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

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

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

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

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

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

15) Non-Sectarian Certifications.

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

16) Insurance.

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

- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
 - h) If Grantee is a Local Government, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.
- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:
- a) Communications to the Department shall be mailed to:

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

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization
 - b) Communications to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, MD 21502
Attention: Mrs. Ruth Davis-Rogers
- 18) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the “**Effective Date**”) and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - CL-2022-Cumberland-00228. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the “**PIA**”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee.

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

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

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

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

THIS SECTION 30 SHALL NOT APPLY TO LOCAL GOVERNMENTS.

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

WITNESS/ATTEST:

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

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

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

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

Date Executed on behalf of the Department/
Effective Date

Approved for form and
Legal sufficiency

Assistant Attorney General

Exhibits

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

EXHIBIT A - CL-2022-Cumberland-00228
PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS

Project Name:
Residential Accessibility Improvement

1. Project Description:

Improve residential accessibility for owner occupied homes with an income cap with preference to the disabled and elderly.

2. Project Address(es):

Various addresses within the City of Cumberland's Sustainable Communities boundaries.

3. Scope of the Project:

Assist homeowners with interior and exterior accessibility improvements in order to allow citizens to remain in their homes as long as possible.

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

Community Legacy will contribute \$50,000 towards assisting homeowners in need to accessibility improvements within their residence. Total project cost: \$50,000.

5. Special Conditions:

If this award contains capital funds; all capital funds are to be used strictly for approved capital activities. The disbursement of grant funds requires that the Project be in a designated Sustainable Community at the time the funds are disbursed. Grantee will submit evidence of appropriate site control over the property or properties (e.g., Contract of Sale, Memorandum of Understanding, HUD-1 Settlement Statement, etc.) acceptable to the Program prior to disbursement of grant funds.

EXHIBIT B - CL-2022-Cumberland-00228
PROJECT BUDGET

Project Name:
Residential Accessibility Improvement

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

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

EXHIBIT C - CL-2022-Cumberland-00228

PROJECT TIMELINE

Project Name:

Residential Accessibility Improvement

[illegible]

File Attachments for Item:

. Order 26,997 - Order authorizing execution of a Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of \$150,000 in funding for the Cumberland Main Streets Connection Project, and authorizing the City Comptroller to accept the funding

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

ORDER NO. 26,997

DATE: April 19, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Community Legacy Program Grant Agreement by and between the Department of Housing and Community Development and the Mayor and City Council of Cumberland regarding the disbursement and use of One Hundred Fifty-Thousand Dollars (\$ 150,000) in funding for the “Cumberland Main Street Connections Project”; and

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

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

Raymond M. Morriss, Mayor

cc Ken
Mangie
Ray

ROAD

CLERK'S OFFICE

20220412 PM 2:57

January 10, 2022

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

Re: Application ID # SDF-2022-Cumberland-00231
"Cumberland Main Street Connections"

Dear Mayor Morriss:

On behalf of Governor Larry Hogan and Lieutenant Governor Boyd Rutherford, it is my pleasure to inform you that your funding request for the Fiscal Year 2022 Strategic Demolition Fund has been approved in the amount of \$150,000. Specifically, these funds will be available to assist you with the "Cumberland Main Street Connections" Project.

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

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

Sincerely,



Kenneth C. Holt
Secretary

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

KCH/knb/



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC DEMOLITION FUND PROGRAM
GRANT AGREEMENT**

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AWARDEE: Mayor and City Council of Cumberland, Maryland

AWARD ID#: SDF-2022-Cumberland-00231

PROJECT NAME: Cumberland Main Street Connections

- ☐ **Strategic Demolition Fund – Program Grant Agreement**
- ☐ **Exhibit A - SDF-2022-Cumberland-00231
Project Description, Scope of Work, and Special Conditions**
- ☐ **Exhibit B - SDF-2022-Cumberland-00231
Project Budget**
- ☐ **Exhibit C - SDF-2022-Cumberland-00231
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC DEMOLITION FUND PROGRAM GRANT AGREEMENT**

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

RECITALS

- A. This Agreement is issued pursuant to §4-508 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.20.01 (the "**Regulations**"). The Act establishes the Strategic Demolition and Smart Growth Impact Fund (the "**Program**"). Capitalized terms not defined herein have meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to provide grants and loans to assist in predevelopment activities, including interior and exterior demolition, land assembly, architecture and engineering, and site development for revitalization projects in designated areas of the State of Maryland (the "**State**").
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2022 application (the "**Application**"), the Department has approved an award of funds to Grantee, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

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

1) Sustainable Community or Eligible Qualified Opportunity Zone Designation.

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

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **One Hundred Fifty Thousand Dollars (\$150,000)** (the “**Grant**”) to be used for the purposes of funding the Strategic Demolition Fund Project (the “**Project**”) described on Exhibit A - SDF-2022-Cumberland-00231 (the “**Project Description**”).
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SDF-2022-Cumberland-00231 (the “**Project Budget**”). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department; provided, however, that Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant

funds are transferred already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
 - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
 - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
 - f) If Grantee is not a government agency, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - SDF-2022-Cumberland-00231 (the "**Project Schedule**").
 - b) Grantee shall complete the Project on or prior to the date set forth in the Project Schedule (the "**Completion Date**").
 - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
 - f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("**MHT**"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - SDF-2022-Cumberland-00231.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
 - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.
- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
 - b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.

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

Section 8 shall survive the term of this Agreement.

a) Records.

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

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

c) Reports.

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

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

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

9) Default and Remedies; Termination.

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

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

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a government agency or a Community Development Organization and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this Agreement, including reasonable attorney's fees, shall be immediately and without notice due and payable

by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "**Local Government Indemnification Statutes**"), and is not to be deemed as a waiver of any immunity that may exist in any action against a government agency for its officers, agents, volunteers and employees.

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

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

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

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

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

15) Non-Sectarian Certifications.

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

16) Insurance.

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

- h) If Grantee is a government agency, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

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

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

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

with a copy to:

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

- b) Communications to Grantee shall be mailed to:

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

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

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

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

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

22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.

- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the “**Effective Date**”) and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - SDF-2022-Cumberland-00231. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the “**PIA**”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a

statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

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

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

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

THIS SECTION 30 SHALL NOT APPLY TO GOVERNMENT AGENCIES.

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

WITNESS/ATTEST:

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

By: _____ (SEAL)

Name: Mr. Raymond Morriss

Title: Mayor

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

By: _____ (SEAL)

Kenneth C. Holt, Secretary

Date Executed on behalf of the Department/
Effective Date

Approved for form and
Legal sufficiency

Assistant Attorney General

Exhibits:

Exhibit A - Project Description, Scope of Work, and Special Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

EXHIBIT A - SDF-2022-Cumberland-00231
PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS

Project Name:
Cumberland Main Street Connections

1. Project Description:

Provide property owner assistance for sprinkler tap connections and fiber for each structure within the Baltimore Street Reconstruction Project area.

2. Project Address(es):

Baltimore Street, from North George to North Mechanic Street, Cumberland MD

3. Scope of the Project:

Assist property owners with the sprinkler tap connections and fiber into each building on Baltimore Street.

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

Strategic Demolition Fund will contribute \$150,000 towards providing sprinkler tap and fiber connection to buildings located in the Baltimore Street Redevelopment. The City of Cumberland will contribute \$2,784,601.15 through a combination of General Funds as well as loans. Total Project Cost: \$3,034,601.

5. Special Conditions:

If this award contains capital funds; all capital funds are to be used strictly for approved capital activities. The disbursement of grant funds requires that the Project be in a designated Sustainable Community at the time the funds are disbursed. Grantee will submit evidence of appropriate site control over the property or properties (e.g., Contract of Sale, Memorandum of Understanding, HUD-1 Settlement Statement, etc.) acceptable to the Program prior to disbursement of grant funds.

EXHIBIT B - SDF-2022-Cumberland-00231
PROJECT BUDGET

Project Name:
Cumberland Main Street Connections

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$159,000	\$0	\$2,875,601.15	CDBG, MHAA, ARC, TAP	\$0	\$3,034,601.15
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c): {OtherCDescription }	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$159,000	\$0	\$2,875,601.15		\$0	\$3,034,601.15

Total Award: \$159,000
Total Project Cost: \$3,034,601.15

PROJECT TIMELINE

Cumberland Main Street Connections

[illegible]

File Attachments for Item:

. Order 26,998 - accepting the bid from EZ Out, Inc. for the Virginia Avenue Demolition Project (CD2022-01) in the lump sum amount not to exceed \$116,230, and rejecting all other bids

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

ORDER NO. 26,998

DATE: April 19, 2022

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

THAT, the bid from EZ Out, Inc., 14105 Easy St., SW., Cumberland, MD 21502, be for the Virginia Avenue Demolition Project (CD2022-01) be and is hereby accepted in the lump sum amount not to exceed \$116,230.00 (One Hundred Sixteen Thousand, Two Hundred Thirty Dollars); and

BE IT FURTHER ORDERED, all other bids received for this project be and are hereby rejected.

Raymond M. Morriss, Mayor

Funding: Allegany County Enhancement Grant

Order of bids:

<i>Company</i>	<i>Bid</i>
EZ Out, Inc.	\$ 116,230
Excavating Associates	\$ 133,555
Carl Belt, Inc.	\$ 159,460

City of Cumberland			
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Bid Opening: March 30, 2022 2:30 p.m., Cumberland City Hall Council Chambers	
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Virginia Avenue Demolition Project			
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Project No. CD2022-01			
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[illegible]

NOTICE TO BIDDERS

Sealed proposals addressed to the Mayor and City Council of Cumberland, Maryland will be received at the Office of the City Clerk, City Hall, Cumberland, Maryland 21502, until but not after 2:00 p.m. local time on March 30, 2022. Proposals will be publicly opened and read at 2:30 p.m. on that date in City Hall Council Chambers. All proposals must be submitted in duplicate in a sealed envelope, plainly marked on the outside thereof:

Virginia Ave. Demo Project
CITY PROJECT NO. CD2021-01

The work of demolition and site clearance under this contract includes: demolition of all buildings, sheds, steps, platforms and other structures on 6 and 8-10 Virginia Ave. The removal of all material, rubbish abandoned furniture, debris, etc. from the site; the demolition of all walls and sub-surface masonry to a level of three feet below grade; the removal of any surface and underground fuel storage tanks; the filling of all resultant holes and smooth grading of all land within the demolition area to a safe, clean, sanitary and non-hazardous condition. The site will be seeded and mulched or as otherwise approved by the City.

A "MANDATORY PREBID SESSION" for the purpose of answering or obtaining answers to questions of parties interested in performing the work, relative to construction details, will be conducted at 9:00 a.m. on March 16, 2022 at the Cumberland City Hall.

A Performance Bond and Payment Bond in the full amount of the accepted bid will be required of the successful bidder. A Bond or Certified Check in the amount of 5% of the total bid shall be submitted with each bid.

Interested bidders must obtain a bid packet from the Department of Community Development, 57 N. Liberty Street, Cumberland, MD 21502, either by phone at 301-759-6659 or email to kevin.thacker@cumberlandmd.gov. The cutoff for submittal of Requests for Information (RFI's) is 3:00 p.m. on Wednesday, March 23, 2022.

The Mayor and City Council reserve the right to waive any technicalities and to reject any or all bids, and to accept any or all proposals which in their judgment is to the best interest of the City.

MAYOR AND CITY COUNCIL OF CUMBERLAND
/s/ Margie Woodring
CITY CLERK

ADV. March 3, 2022

File Attachments for Item:

. Order 26,999 - accepting the quote from R. L. Abatement, Inc., for the removal and disposal of asbestos containing materials pertaining to the Virginia Avenue Demolition Project (CD2022-01) in the amount not to exceed \$42,550 and rejecting all other quotes

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

ORDER NO. 26,999

DATE: April 19, 2022

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

THAT, the quote from R. L. Abatement, Inc., 1246 Jack's Corner Road, Hopewell, PA 16650 for the removal and disposal of asbestos containing materials pertaining to the Virginia Avenue Demolition Project (CD2022-01), be and is hereby accepted in the amount not to exceed \$42,550 (Forty-two Thousand, Five Hundred Fifty Dollars)

BE IT FURTHER ORDERED, all other quotes received for this project be and are hereby rejected.

Raymond M. Morriss, Mayor

Order of quotes:

RL Abatement	\$42,550

PROPOSAL**R.L. Abatement, Inc.**

1246 Jack's Corner Rd.

Hopewell, PA 16650

814-766-3204

FAX 814-766-3400

PROPOSAL SUBMITTED TO <u>City of Cumberland Community Development</u>	JOB <u>Residential Properties, Asbestos Abatement</u>
STREET <u>57 N. Liberty St.</u>	JOB LOCATION <u>Virginia Ave., Cumberland, MD</u>
CITY, STATE, AND ZIP CODE <u>Cumberland MD 21502</u>	DATE <u>March 29, 2022</u>

We propose to furnish labor, materials equipment, disposal, supervision and transportation, to the extent, and as described below:

PROPER REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS AT THE REFERENCED LOCATION DESCRIBED AS FOLLOWS:

*** 8 -10 VIRGINIA AVE.:**

SET UP REGULATED WORK AREAS TO REMOVE AND DISPOSE OF ACM CAULK AT THE PERIMETER OF THE EXTERIOR WINDOWS AND DOORS

\$ 4,760.

*** 6 VIRGINIA AVE.:**

SET UP THE ENTIRE HOUSE AS A NEGATIVE PRESSURE CONTAINMENT TO REMOVE AND DISPOSE OF ACM WALL PLASTER, FLOOR TILE AND CLOTH PIPE WRAP

SET UP REGULATED WORK AREAS TO REMOVE AND DISPOSE OF ACM CAULK AT THE PERIMETER OF THE EXTERIOR WINDOWS AND DOORS

NOTE: WOOD TRIM, CABINETS, AND NON-ACM DEBRIS TO BE PLACED IN THE BASEMENT FOR DISPOSAL WITH DEMO DEBRIS

\$ 37,790.

- WORK PRACTICES TO CONFORM TO ALL APPLICABLE REGULATIONS
- NOTIFICATIONS OUT TO REGULATORY AGENCIES
- PERSONAL AIR MONITORING AS REQUIRED BY O.S.H.A.
- DEBRIS TO BE PROPERLY PACKAGED AND LABELED FOR DISPOSAL
- INCLUDES FINAL REPORT DOCUMENTATION

Exclusions ONLY RESPONSIBLE FOR MATERIALS DESCRIBED
THIRD PARTY AIR MONITORING SERVICES, PREVAILING WAGES

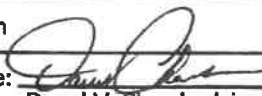
We propose

hereby to furnish labor, materials, equipment, disposal, supervision and transportation complete in accordance with above specifications, for the sum of

SEE PRICES ABOVE

()

Payment to be made as follows: Due 30 days from completion

Authorized Signature: 

Darrel V. Chamberlain, Vice President

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above

Date of acceptance

April 14, 2022

Signature



Kevin Thacker

Note: This proposal may be withdrawn if not accepted within 45 days.

File Attachments for Item:

. Order 27,000 - declaring certain City-owned vehicles and equipment to be surplus and authorizing them for sale or trade-in

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

ORDER NO. 27,000

DATE: April 19, 2022

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

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

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

Unit	Department	Vehicle	VIN / Serial No.
11	Police	2005 FORD CROWN VICTORIA	2FAFP71W75X113914
20	Police	2006 CHEVROLET TRAILBLAZER	1GNDT13SX62187456
25	Police	2008 CHEVROLET IMPALA	2G1WS551069368172
42	Police	2008 DODGE CHARGER	2B3KA43G18H220083
116	Engineering	1998 CHEVROLET TAHOE	3GNEK18SXWG132352
209	Street	2008 CHEVROLET 4X4 DUMP	1GBJK34678E178988
311	Water Dis.	2006 CHEVROLET SILVERADO 4X4 PICKUP EXT CAB	1GCHK29U36E265411
311	Water Dis.	2006 CHEVROLET SILVERADO 4X4 PICKUP EXT CAB	1GCHK29U36E265411
607	Sewer	2007 CHEVROLET 4X4 DUMP TRUCK	1GBJK34D17E167417
706	WWTP	2000 JEEP CHEROKEE 4x4	1J4FF48S8YL266120
613	Sewer	W/MOUNTED MQS 185 AIR COMPRESSOR	
215LMTRL	Street	UTILITY TRAILER	
Emqlo	Fleet Maint.	EMQLO AIR COMPRESSOR TANK	

Cadet 2	P&R	2014 INTERNATIONAL CUB CADET LZ COMMERICAL	1A163230010
Robinair AC	Fleet Maint.	ROBINAIR COOLTECH AC MACHINE 34134Z	
Tire Balancer	Fleet Maint.	COATS 700 WHEEL BALANCER	
Tire Changer	Fleet Maint.	COATS RIM CLAMP 5040A	
(2) MX-Pro R3	Fire	(2) MX-PRO MANUAL AMBULANCE COTS	
SRECO	Sewer	SRECO STORM SEWER DRAG BOX SYSTEM MODEL 37HP/PI/H/D & 37HPHTL/H/D	LB-DH37-062221 LB-DH37-062222
904T	Flood	5'x10' CARRY ON UTILITY TRAILER	4YMUL10138V172123
OTC	Fleet Maint.	OTC TRANSMISSION JACK	
LATHE	Fleet Maint.	CRAFTSMAN LATHE	
WELDER	Fleet Maint.	LINCOL IDEALARC 250 STICK WELDER	

Raymond M. Morriss, Mayor