Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

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

AGENDA

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

DATE: November 18, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Proclamations

1. Proclaiming Saturday, November 29, 2025 as Small Business Saturday in the City of Cumberland
2. Proclaiming November 2025 to be Municipal Government Works Month

Director's Reports

(A) Administrative Services

1. Administrative Services Monthly Report for October 2025

(B) Public Works

1. Maintenance Division Monthly Report for October 2025

(C) Fire

1. Fire Department Monthly Report for October 2025

(D) Police

1. Police Department Monthly Report for October 2025

(E) Utilities - Flood, Water, Sewer

1. Utilities Division Water and Sewer Monthly Reports for October 2025

Approval of Minutes

1. Approving the Open Work Session Minutes and Regular Session Minutes of November 4, 2025, and the Closed Session Minutes of November 5, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 4029 (*2nd and 3rd readings*) – authorizing the transfer of 454-456, 458-460, 462, 464, 470, 472, 474-476 and 478-480 Baltimore Avenue to Christiansen Properties LLC for the purchase price of $400

2. Ordinance 4030 (*2nd and 3rd readings*) - authorizing the transfer of 114-116 Winton Place to Mardoce LLC for the purchase price of $100

New Business

(A) Orders (Consent Agenda)

1. Order 27,894 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Corner Tavern and Cafe', Mise En Place, Ottaviani's Tasting Room, and Ristorante Ottaviani for the use of the public right of way immediately in front of and adjacent to the property for a term effective November 1, 2025 through October 31, 2026

2. Order 27,895 - accepting the proposal from Laurel Auto Group Inc. for one 2025 Ford Police Interceptor vehicle at a cost not to exceed $45,290

3. Order 27,896 - approving the use of Construction Inspector Jim Wilson to provide onsite technical advice for the Evitts Creek Phase IV - Interceptor Sewer (City Project 06-08-S) on a day to day basis at an hourly rate of $40/hr for up to 1,250 hours, not to exceed $50,000

4. Order 27,897 - authorizing the execution of a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Allegany County Board of Education, Maryland empowering the City, through the City of Cumberland Police Department, to remove disruptive individuals from Board buildings or grounds pursuant to Md. Code Educ. § 26-102(d)(2) when the Principal, Assistant Principal, School Security Employee or Superintendent are not present, effective January 1, 2025 through December 31, 2026

5. Order 27,898 - authorizing the execution of a Technical Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not to exceed $20,000 in grant funds to the City to be used for a Real Estate Development Plan to help downtown Cumberland's Revitalization Strategy, and authorizing the City Comptroller to accept these funds

6. Order 27,899 - authorizing the City Administrator to sign and execute all Community Development Block Grant (CDBG) Subrecipient Agreements by and between the Mayor and City Council and the Allegany Museum

7. Order 27,900 - awarding increments of the Choose Cumberland Relocation Package grant to both Kai Langlie and Jaroslav (Yadi) Candler in an amount not to exceed $20,000 (City match $10,000, Grant $10,000) each, with the cumulative programmatic City amount not to exceed $100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Proclaiming Saturday, November 29, 2025 as Small Business Saturday in the City of Cumberland

City of Cumberland
~ MARYLAND ~

Proclamation

WHEREAS, *on Small Business Saturday, as well as every day, the government of Cumberland, Maryland, celebrates our local small businesses and the contributions they make to our local economy and community; and*

WHEREAS, *according to the United States Chamber of Commerce, small businesses employ nearly half of the entire American workforce and represent 46.8% of American's GDP; and*

WHEREAS, *12.9 million jobs were created by small businesses between 1996 – 2021, and all small businesses that employ between 10-19 employees collectively add more than 500,000 jobs to the US economy over 10 years; and*

WHEREAS, *Small Business Saturday has become an important part of small businesses' busiest shopping season, and historically, reported projected spending among US consumers who shopped independent retailers and restaurants on Small Business Saturday reached an estimated $17.9 billion according to the 2022 Small Business Saturday Consumer Insights survey; and*

WHEREAS, *advocacy groups, as well as public and private organizations across the country, have endorsed the Saturday after Thanksgiving as Small Business Saturday, and Cumberland, Maryland supports our local businesses that create jobs, boost our local economy, and preserve our communities.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim November 29, 2025 to be

"Small Business Saturday"

and do urge all citizens to "Shop Small and Support Big."

Given under our Hands and Seals this 18th day of November, in the Year 2025, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

ATTEST:

Allison Layton
Allison Layton
City Clerk

MAYOR AND CITY COUNCIL OF CUMBERLAND

Raymond M Morriss
Raymond M. Morriss
Mayor

File Attachments for Item:

2. Proclaiming November 2025 to be Municipal Government Works Month

City of Cumberland

- MARYLAND -

Proclamation

WHEREAS, *The City of Cumberland was established by an act of the Maryland General Assembly in 1815 and now stands as the County Seat of Allegany County; and*

WHEREAS, *Municipal government has historically fostered a strong foundation for government service and cooperation at the county, state, and federal levels of government and represents the most responsive level of government, allowing citizens direct access to their elected officials; and*

WHEREAS, *municipalities work to enhance the quality of life of residents by providing services such as public safety, public works, planning and zoning, water and waste services, historical preservation, election processes, and parks and recreation; and*

WHEREAS, *in an effort to educate citizens about municipal government and the importance of taking part in the local civic process, the Mayor and City Council of Cumberland are proud to promote municipal government awareness.*

Now, Therefore, the Mayor and City Council of Cumberland,

do hereby proclaim the month of November, 2025 to be

"MUNICIPAL GOVERNMENT MONTH"

Given under our Hands and Seals this 18th day of November, in the Year 2025,
with the Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.

ATTEST:

Allison K. Layton
City Clerk

MAYOR AND CITY COUNCIL OF CUMBERLAND

Raymond M. Morriss
Mayor

File Attachments for Item:

. Administrative Services Monthly Report for October 2025

Administrative Services Monthly Report for October, 2025

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of October, 2025.

Information Technology Department

October 2025
Johnna Byers, Director

Statistics

214 new help desk requests
135 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Coordinate Parking System replacement project
- Assist with police mobile data terminal issues
- Assist with body camera issues
- Continue updating PCs to Windows 11 from Windows 10
- Continue evaluating alternatives to VMWare for virtual servers
- Order supplies to make new city access cards for staff

Cumberland Main Street Report

October 2025

Melinda Kelleher, Main Street Manager

Meetings/Presentations

- Ribbon Cutting for Red Hen Liquidators on October 23.
- Canal Towns Partnership Meeting in Poolesville, MD October 12.
- Citizens Government Leadership Academy presentation on October 23.
- Call with Annapolis team on the Baltimore Street Project and Business Mitigation Plan.
- Meeting with Timbrooks about the development of the Lila Building and the M&T Bank Building.
- Chamber of Commerce Recognition Reception to introduce Rhiannon Brown/Queen City Scoop Shop, winner of the Entrepreneurial Spirit Award for 2025.

Main Street Meetings/Training

- Main Street Maryland Training on Succession Planning.
- Main Street training on 2025 Impact Report.

Projects

Virginia Avenue

- Storefront Improvement Workshop held Wednesday, October 22nd at 6PM at Piercing Ink on Virginia Avenue. Discussed Façade Grant with six attendees.
- Met with the owner of Marvin's Flooring about façade grant and local tax credits.
- Met with owners of Virginia Avenue Event Center about façade grant and local tax credits.
- Follow-up calls to building owners to discuss grant opportunities.

Main Street Cumberland

- Worked with Taylor Layton and logo designer on new Main Street logo. Will be finalized before Thanksgiving.
- Main Street Technology Grant ($20,000) received – for consultant fees for a Real Estate Development Plan to include a Market and Demographic Analysis, a Downtown Property Assessment and Programming, and Redevelopment Concepts. Work will begin in early 2026.
- Worked on the new By-laws for Cumberland Main Street – met with Jeff to review.
- Meetings with potential new Cumberland Main Street board members (4 meetings).
- Worked on Project Restore final report for 74 Baltimore Street.
- Began work on the 2025 Accreditation application (due January 28, 2026).

<u>Parks and Recreation</u>

October 2025

Ryan Mackey, Director

Baseball/ Softball League n/a

Soccer/Football League play and practices for October:

The City of Cumberland provides fields for the following leagues:

Girls Softball, Fall Instructional League
Dapper Dan Fall League
JCP Soccer League
AVID Soccer Club
Renegades Pee Wee Football

Note – October concluded regular field usage for the fall season with the exception of only special event practices.

Pavilion Reservations and usage for the month of October **- 5 reservations**

Pavilion reservations closed October 31, for the season to resume in the spring.

Seasonal Employees – October concluded the staffing of seasonal employees of the park watchmen at Constitution Park. Restrooms will be open on a daily basis only until Winterization of these facilities begins in Mid to Late November.

Halloween Event at the Park – Constitution hosted over 100 kids and their parents. The event, in coordination with Friends of Constitution Park, offered a costume contest, hayrides, a haunted trail, and City Council handing out Candy. The event was well received.

Afterschool Program Christmas Event – Planning for students with the Afterschool Program from four local Elementary Schools to visit City Hall and Downtown Cumberland Christmas Tree in December. Mr. Brad Ditto, Director of the Afterschool Program will organize the groups transportation to City Hall to view the decorations, visit with Santa, treats and more.

Meetings attended:

Monthly Recreation Advisory Board Meeting – October 7
Trails discussion – Oct 16
MRPA Park maintenance equipment Expo – Oct 25
Special events meeting x2

Upcoming:

Recreation Advisory Board Meeting – Monday November 4
Afterschool Program – Students visit City Hall Christmas Party
New Year’s Eve Fireworks
FY2026 budget preparation
Begin Planning for 2025 Season
Preparations for 5-year plan

□

<u>Community Development Report</u>

October 2025

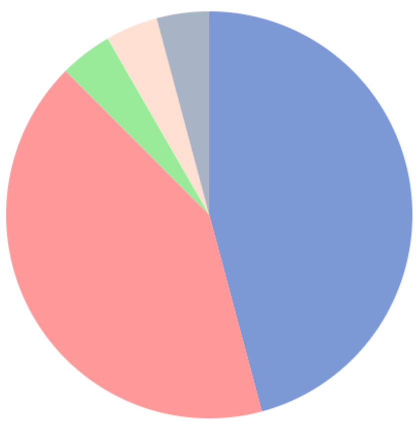
Kevin Thacker, Code Compliance Manager

Noted Activity:

- 3 new homes - Seton Dr., Valued $301,000.00, $207,550.00, and 262,500.00
- 2 completed $15,000.00 Grant Projects:
  - 1016 Brown Ave - Total Renovation - $101,951.03;
  - 730 Baker St - Total Renovation - $52,912.22.

Code Enforcement Activity:
58 new cases received – 22 of those are still open
24 violations were found
36 cases have been resolved

Open Date From: 10/01/2025
Open Date To: 10/31/2025



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	11	45.8%
	Cutting of weeds	10	41.7%
	Order to vacate	1	4.2%
	Prohibited Noises	1	4.2%
	Prohibited occupancy	1	4.2%

Permits/Reviews & Rental Licenses:
37 Total Permits/Reviews were issued
41 Rental Inspections were completed

Building
Residential..........5
Commercial........1

Miscellaneous
Residential..........7
Commercial........2

Occupancy
Residential......... 6
Commercial 5

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

Electrical
Residential..........7
Commercial........1

Plumbing
Residential..........5
Commercial........1

Utility
Residential......... 3
Commercial 0

Demolition
Residential......... 6
Commercial 0

Public ROW
Issued 10

Rental Licenses
Issued 48

Rental Inspections
Passed 31
Failed 10

Plans, Reviews, Amendments and Appeals
(ZA, RPR, SR, ZMA, ZTA, SRA)
(Type) Issued ....1 SRA

Certificates of Appropriateness
Issued................. 8

Request for Change/Amendment
Issued................. 0

Revenue from 'Issued' Permits/Reviews:

Building Permits $3,719.00
Miscellaneous Permits 139.00
Occupancy Permits 247.00
Sign Permits..122.00
Utility Permits..10,110.00
Plan reviews, Amendments & appeals.......................100.00
Zoning Classification Détermination (info request) 0.00
Municipal Infractions (citations)...................................0.00
Certificates of Appropriateness (COA-ROA)............244.00
Rental Licenses (new & renewal)............................2725.00
Paid Rental Inspection Requests....................................0.00
TOTAL $17,406.00

Demolition Bonds Collected.................................$4,500.00

COMMUNITY DEVELOPMENT PROGRAMS:

Lee Borror, Senior Community Development Specialist

Regular CDBG

October has been a very busy month for CDBG. Staff completed the September 2025 CDBG draw in IDIS and monthly reporting. Staff provided technical assistance at 4 meetings for new 2025 CDBG activities which require intense oversight and documentation. Staff conducted the 2025 Mandatory Subrecipient Meeting for 6 new activities after completing Environmental Reviews. These public service projects are now underway. Staff conducted program guideline research and several technical assistance meetings for the Allegany Museum rehabilitation while determining compliance of the necessary laws governing CDBG project environmental review.

Staff experienced a dynamic month of Fair Housing activity while advising/facilitating the Cumberland Human Relations Commission. Commissioners conducted the October monthly meeting and staff moderated the group's annual strategic planning retreat. Two commissioner vacancies occurred in October prompting interviews for those positions. Staff provided recommendations to the Mayor and City Council for consideration.

The October 2025 CDBG draw was not available prior to the writing of this monthly report. The following is the most recent financial report.

Community Development Block Grant Program	October 2025 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
2022 Const Pk (amended)	2022	$167.04		
2022 Grant Totals	**2022**	**$167.04**	**$0.00**	**$0.00**
2023 Const Pk (amended)		$42,231.28	$0.00	
FAI Water Tank Imps	2023	$60,000.00	$0.00	$60,000.00
FAI Gen Installation LEC	2023	$18,000.00	$0.00	$18,000.00
2023 Grant Totals		**$120,231.28**		**$78,000.00**
Baltimore St Redesign Ph 5 Areas	2024	$330,000.00	$0.00	$330,000.00
Alleg Youth Enrichment Youth Center Rehab	2024	$24,000.00	$0.00	$24,000.00
Admin	2024	$113,818.00	$97,251.39	$16,566.61
IC	2024	$15,182.00	$8,370.00	$6,812.00
FH	2024	$11,000.00	$9,266.71	$1,733.29
ACDSS Emerg Rental Assistance	2024	$10,000.00	$9,326.70	$673.30
ACDSS Emerg Sewer/Trash Assistance	2024	$10,000.00	$7,865.22	$2,134.78
SOAR Program	2024	$26,500.00	$26,500.00	$0.00
Targeted Foot and Bike Patrol	2024	$4,960.00	$4,691.02	$268.98
Parks and Recreation Improvements	2024			
Const Pk Trails Signage Wayfinding	2024	$76,933.32	$0.00	$76,933.32
Const Pk ADA Parking Lot Grove 4	2024	$165,000.00	$0.00	$165,000.00
2024 Grant Totals		**$787,393.32**	**$163,271.04**	**$624,122.28**
City Infrastructure: Oldtown Rd sidewalks	2025	$278,221.00		$278,221.00
Allegany Museum Non Res Hist Preservation	2025	$249,040.00		$249,040.00
Admin	2025	$111,374.00		$111,374.00
IC	2025	$15,182.00		$15,182.00
FH	2025	$13,444.00		$13,444.00
ACDSS Rental Assist	2025	$14,000.00		$14,000.00

ACDSS Utility Assist	2025	$14,000.00		$14,000.00
SOAR Program	2025	$20,000.00		$20,000.00
FCRC Shelter Operating Cost	2025	$18,000.00		$18,000.00
FCRC Domestic Violence Services	2025	$18,000.00		$18,000.00
Targeted Foot and Bike Patrol	2025	$4,960.00		$4,960.00
YMCA Food	2025	$8,000.00		$8,000.00
CEDC Cumberland Rideshare Program	2025	$12,000.00		$12,000.00
HRDC Closing Cost Grant	2025	$10,000.00		$10,000.00
2025 Grant Totals		**$786,221.00**	**$0.00**	**$786,221.00**
			Total All Yrs	$1,488,343.28
October 2025 CDBG Report				
Balances:	**Year**	IDIS grant rpt		
$0.00	**2020**	$0.00		
$0.00	**2021**	$0.00		
$0.00	**2022**	$167.04		
$0.00	**PI**	$0.00		Me
$78,000.00	**2023**	$42,231.28	$120,231.28	$120,231.28
$624,122.28	**2024**	$596,680.00	$27,442.28	$42,398.32
$786,221.00	**2025**			
$14.11	**2020 cv**	*change each month		
$0.00	**OLD 20 21**			
$78,000.00	**20 21 22 23**			
$1,488,357.39	**Total All**	**22,23, PI, CV**		
$702,122.28	**Total Regular Funds**			

**post September 2025 Draw

Historic Planning/Preservation

October 2025

Ruth Davis-Rogers

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

Historic Preservation Commission Meeting (HPC)

- Conducted Historic Preservation Commission Meeting October 8th
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

Meetings & Events

- Assisted with ARC downtown tour
- Attended ALLCON Meeting

- Presented at Local Government Citizen’s Academy

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan
- Roof Replacement Program
- Choose Cumberland Relocation Package
- Mid-town Façade Grant
- Downtown NR Update
- DHCD Revitalization Funding Projects
- Participated in ICMA Grant Requirements
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions and processed paperwork (as needed) regarding tax incentives from both current and potential building owners.

Human Resources

April Howser, HR Officer/Justin Lam, HR Associate
October 2025

- Time & Attendance System
  * Helped answer questions and fix minor issues
  * Relayed complex issues from Pay Clerks to Support Staff
- Employee Benefit Investigations
- Internal Employee Investigations
- Administered FMLA Program for City
- Administered Workers Comp Program for City
- Administered City’s Drug testing
- Bi-Weekly Payroll
- YMCA Enrollments
- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions, Shift Transfers
- New Hire Interviews Conducted for Police
- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- Insurance Invoicing

- Risk Management Committee Meeting
- Hiring & Onboarding of New Employees
- AFSCME Reporting
- UFCW Reporting
- Scheduled Employee Physicals
- FY'25 Audit Fraud Questionnaire
- Final Pays
- FY’26 Sick Bonus Pay
- Coordinated IME for Police Department
- Gathered information & documents related to employment issues & uploaded documents to proper authorities

	31-Oct
Open positions	4
New Hires	2
Retirements	1
Resignations	0
Terminations	0
FMLA	4
Workers Comp	2
Elected Officials	5
FT Employees	258
PT Employees	14
Contractual Employees	5

Comptroller’s Office

Financial Activity Report
October 2025
Mark Gandolfi, City Comptroller

Attached for your review is a Cash Flow Summary for the month of October 2025.

On October 1, 2025, the City had a cash balance of $22.3 million ($20 million invested in a value money market program and $2.3 million participating in a sweep program at First United Bank). Expenditures exceeded receipts by $2.3 million resulting in a cash balance of $20 million at October 31, 2025 ($19 million invested in a value money market program and $1 million participating in a sweep program at First United Bank).

As of October 31, 2025, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						$ 4,730,586
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2026	$ 3,844,543	$ 340,033	$ (16,940)	716,601	$ -	$ 3,451,035
FY 2025	803,541	10,118	(8,160)	54,451	-	751,048
FY 2024	319,932	637	(752)	11,972	-	307,845
FY 2023	59,649	-	(721)	681	-	58,247
FY 2022	45,902	-	(689)	173	-	45,040
FY 2021	28,438	-	-	54	-	28,384
FY 2020	39,141	-	-	54	-	39,087
FY 2019	8,836	-	-	291	-	8,545
FY 2018	9,225	-	-	54	-	9,171
FY 2017	7,541	-	-	49	-	7,492
FY 2016	6,869	-	-	49	-	6,820
FY 2015	5,868	-	-	57	-	5,811
FY 2014	4,414	-	-	57	-	4,357
Prior FY's	7,704	-	-	-	-	7,704
	$ 5,191,603	$ 350,788	$ (27,262)	$ 784,543	$ -	$ 4,730,586

The current year tax receivable balance is comprised of the following:	
Real property (non-owner occupied)	$ 1,595,796
Personal Property	440,745
Real Property (semiannual payments)	1,414,494
Real Property (Half Year)	-
	$3,451,035

The City’s liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash is comprised primarily of CSX funding restricted for capital projects.

Cash and Investment Summary
October 31, 2025

		Cash		Investments
Beginning Balance	$	22,241,193	$	11,965,058
Add:				
Cash Receipts		8,655,399		-
Investment Transfer		-		-
Less:				
Disbursements		10,953,133		-
Investment Transfer		-		-
Ending Balance	$	19,943,459	$	11,965,058
Restricted	$	1,914,481	$	-

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

Restricted Cash

	10/1/2025	Increase	Utilization	10/31/2025
Police Seizures	$ 71,912	$ -	$ -	$ 71,912
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	65,854	181	-	66,035
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	148,791	-	-	148,791
DDC	14	-	-	14
Capital Projects	1,409,410	3,876	-	1,413,286
Demolition & Fiscal Agent Bonds	113,163	-	53,000	60,163
	$ 1,963,424	$ 4,057	$ 53,000	$ 1,914,481

Increases to Capital Projects and Bowers Trust are interest earnings.

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

DDC restricted cash was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain.

National Opioid Settlement is available for opioid intervention in Cumberland.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds as well as the accumulated debt and proceeds for the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	10/1/2025	Increase	Utilization	10/31/2025
CDA 2021	246,964	-	94,586	152,378
CDA 2023	782,545	-	-	782,545
CDA 2024	525,739	-	-	525,739
CDA 2025	3,519,927	-	215,517	3,363,008
	$ 5,075,174	$ -	$ 310,104	$ 4,823,669

CSO Projects

	10/1/2025	Increase	Utilization	10/31/2025
Evitts Creek Phase 3 Debt	$ 2,297,851	$ -	$ -	$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	$ 77,546,603	$ -	$ -	$ 77,546,603

CDA 2021 $95K utilization includes $70K toward a 5-ton dump truck and $25K toward Marion Street Bridge. CDA 2025 $216K utilization includes $15K toward police vehicles, $148K for paving, and $52K toward the Bedford Road watermain.

Remaining CDA 2021 funds are allocated to Baltimore Street redevelopment ($55K) and intersection light improvements ($97K). Remaining CDA 2023 funds consist primarily of a 5-ton dump truck ($64K), water filtration building design ($466K), tool body truck ($110K), WWTP main pump replacements ($75K) and WWTP roof replacements ($61K). Remaining CDA 2024 funds are primarily allocated to sewer lining ($183K), main pump replacements ($79K), and WWTP roof replacements ($50K). Remaining CDA 2025 funds are primarily allocated to sewer lining ($160K), WWTP roof replacements ($200K), watermain replacements ($110K), hydrants and cross connections ($293K), paving and concrete repair ($1.1M), storage building ($150K), garage entry software and equipment ($59K), fire truck ($898K), and SCADA improvements ($101K).

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at $7.5 million and is funded with $5.4 million in grants and $2.3 million in loan with $1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at $4 million and is funded with $3.6 million in loan with $1.5 million being forgivable. The 78” pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY27 or FY28. The total estimated project cost is $67 million and is substantially funded with $46.3 million in grants and $20.0 million in loan with $3.0 million being forgivable.

Fiscal Year 2025 General Fund Quarterly Budget Review
June 30, 2025

General Fund:

The table below illustrates the differences between the unaudited FY25 results and the unofficial revised budget with an explanation for the most significant variances.

City of Cumberland
FY 2025 Actual Results to Revised Budget Comparison

	FY 2025		
	YTD Thru June 30	Revised Budget	%age
Revenues			
Taxes	$14,620,040	$ 15,173,825	96.4%
Licenses & Permits	181,420	184,000	98.6%
Intergovernmental	5,772,927	5,566,882	103.7%
Charges for Services	1,953,130	2,027,015	96.4%
Fines, Forfeitures & Interest	923,807	1,096,774	84.2%
Miscellaneous	1,708,730	1,334,740	128.0%
Financing Proceeds	5,184,070	5,090,973	101.8%
Interfund Transfers	2,487,113	2,487,113	100.0%
Total Revenue and other financing sources	**32,831,238**	**32,961,322**	**99.6%**
Expenditures			
General Government	2,348,593	2,387,521	98.4%
Public Safety	17,220,157	15,566,773	110.6%
Public Works	3,756,079	3,731,685	100.7%
Recreation	887,128	944,755	93.9%
Community Dev & Housing	1,828,105	2,016,609	90.7%
Debt Service	4,095,214	3,947,452	103.7%
Operating Transfers	5,464,258	4,745,033	115.2%
Total Expenditures and other financing uses	**35,599,534**	**33,339,827**	**106.8%**
Surplus (Deficit)	$(2,768,296)	$ (378,505)	
(Creation) or utilization Restricted/nonspendable fund balance	**1,365,576**	**(232,906)**	
(Creation) or utilization Assigned fund	**1,737,853**	**1,277,940**	
Increase in unassigned Fund balance	**$ 335,134**	**$ 666,529**	

Revenue – Overall the actual FY25 revenue is $0.1 million (0.04%) below the unofficial revised budget. The overall revenue decrease is driven by four primary changes:

- Tax revenue decreased $554K primarily from lower than projected corporate personal property tax revenue and greater than projected tax credits and deferred revenue.
- Intergovernmental revenue increased $206K primarily from improved income tax revenue. FY25 includes $154K in August that is the balance of second quarter 2024 withholding as well as a $200K accrual in June that is the balance of the second quarter 2025 withholdings. FY24 does not have similar entries in August or June.

- Interest decreased $173K from lower than projected cash balances earning interest and reduced interest rates from Federal Reserve rate reductions. The current fiscal year investment balances declined as cash was utilized for planned projects and in some cases is awaiting reimbursement from grant funding.
- Miscellaneous revenue increased $374K due to greater than projected donations, LGIT coop surplus, insurance settlements, and surplus property sales.

Expenditures – The actual FY25 expenditure is $2.3 million above the revised budget. This increase is primarily due to:

- $1.6 million increase in public safety expenditures resulting primarily from the GASB 96 accounting standard requiring a $1.8 million entry to record a Stryker equipment lease asset.
- $0.7 million increase in operating transfers primarily related to greater transfers for Baltimore Street Access project debt transfer to the Water and Sewer Funds and General Fund cost share for Community Legacy Central Avenue and Choose Cumberland projects.

Unassigned Fund Balance - Compared to the revised budget, the actual FY25 results reflect a $0.3 million reduction to the City's unassigned fund balance surplus. This result is primarily due to the increased expenditures and changes in utilization of restricted and assigned fund balances.

Assigned Fund Balance - The actual FY25 results reflect an additional decrease to the City's assigned fund balance of $0.5 million. This result is due to the increased utilization of assigned funds for portions of the Municipal Service Center fuel pump replacements, property rehabilitations, skate park, choose Cumberland relocation, City Hall HVAC, South End water main replacement and City Hall HVAC.

The table below depicts the General Fund FY 2025 budget status through June 30, 2025 and its comparison to the prior year.

City of Cumberland
FY 2025 Comparison to FY 2024 General Fund

	FY 2025			FY 2024		
	YTD Thru June 30	Adopted Budget	%age	YTD Thru June 30	Adopted Budget	%age
Revenues						
Taxes	$ 14,620,040	$ 15,074,614	97.0%	$ 13,905,363	$ 13,276,255	104.7%
Licenses & Permits	181,420	141,800	127.9%	128,190	113,700	112.7%
Intergovernmental	5,772,927	5,674,503	101.7%	9,007,779	9,537,394	94.4%
Charges for Services	1,953,130	1,999,452	97.7%	2,033,541	1,729,840	117.6%
Fines, Forfeitures & Interest	923,807	930,235	99.3%	1,509,981	31,720	4760.3%
Miscellaneous	1,708,730	1,164,910	146.7%	1,458,791	1,057,349	138.0%
Financing Proceeds	5,184,070	3,588,000	144.5%	2,047,229	1,179,870	173.5%
Interfund Transfers	2,487,113	2,510,426	99.1%	2,488,051	2,473,409	100.6%
Total Revenue and other financing sources	**32,831,238**	**31,083,940**	**105.6%**	**32,578,924**	**29,399,537**	**110.8%**
Expenditures						
General Government	2,348,593	2,327,303	100.9%	2,536,515	2,118,551	119.7%
Public Safety	17,220,157	15,664,822	109.9%	14,960,933	13,038,414	114.7%
Public Works	3,756,079	3,462,776	108.5%	2,866,807	2,883,624	99.4%
Recreation	887,128	926,938	95.7%	893,539	861,734	103.7%
Community Dev & Housing	1,828,105	2,259,585	80.9%	2,187,465	2,868,141	76.3%
Debt Service	4,095,214	3,734,332	109.7%	3,750,822	3,534,384	106.1%
Operating Transfers	5,464,258	5,612,645	97.4%	4,589,090	5,458,491	84.1%
Total Expenditures and other financing uses	**35,599,534**	**33,988,401**	**104.7%**	**31,785,171**	**30,763,339**	**103.3%**
Surplus (Deficit)	$ (2,768,296)	$ (2,904,461)		$ 793,753	$ (1,363,802)	
(Creation) utilization Restricted/nonspendable fund balance	**1,365,576**	**943,557**		**713,935**	**3,710,556**	
(Creation) or utilization Assigned fund balance	**1,737,853**	**2,173,171**		**(153,162)**	**-**	
Increase (Decrease) in unassigned Fund balance	**$ 335,134**	**$ 212,267**		**$ 1,354,526**	**$2,346,754**	

Revenue

FY25 revenue through June 30th is $252K (0.8%) greater than the same period in FY24.

- Tax revenue is greater by $0.7 million compared to the same period last year primarily due to improved real property tax billings and timing differences among corporate personal property tax billings. Timing differences result from personal property assessments being received at different times of the year from the State of Maryland.
  - Real estate tax revenue is up year-over-year by $662K.
  - Personal property tax revenue is up year-over-year by $280K.
- Intergovernmental revenue is $3.2 million lower than FY24 primarily due to the decrease in ARPA revenue loss replacement funding that ended December 31, 2023.
- Fines, Forfeitures & Interest are $586K less than the prior year due to lower sustained investment balances resulting from large capital outlay.
- Miscellaneous revenue is $250K greater than the prior year due to due to greater donations, police reimbursed academy training and LGIT coop surplus.
- Financing proceeds – The amount of financing proceeds each year is determined by the value of budgeted capital expenditures. FY25 includes a one-time $1.8 million GASB 87 lease accounting financing entry for Stryker medical equipment and $3.3 million of financed capital expenditures. The FY24 debt issuance was less and did not include Stryker medical equipment.

Expenditures

Total expenditures through June 30th are greater than the same period of FY24 by $3.8 million

(12%).

- General government expenditures are lower in FY25 than during the same period last year by $188K. This decrease is primarily due to reduced contributions to other organizations in Department 32/City Hall increased vehicle maintenance charges alongside decreased asset expenditures in Department 51/Vehicle Maintenance.
- Public Safety is greater by $2.3 million in FY25 over FY24 primarily due to a FY25 one-time $1.8 million GASB 87 lease accounting financing entry for the Stryker medical equipment and $392K addition of 9 employees funded by a SAFER grant.
- Public Works expenditures are $889K greater than during the same period last year primarily due to the difference in capital expenditures in Department 56/Street Maintenance and additional chemical costs in Department 57/Snow Removal. During FY25, $687K of paving equipment was received compared to 90K of capital equipment purchases in FY24.
- Community and Economic Development expenditures are lower by $359K primarily due to reduced Department 080P/Community Development Infill Development and Community Projects activity in FY25.
- Debt service is $344K greater due to larger FY25 principal payments resulting from GASB 96 and GASB 87 reclassification of Stryker equipment lease and software subscription expenditures to debt service.
- Operating transfer expenditures are $875K greater compared to FY24 due to timing of General Fund capital project activity level.

Assigned Fund Balance

The actual FY25 results reflect a decrease to the City's assigned fund balance of $1.7 million for portions of capital projects and equipment listed below.

Assigned Fund Balance

Project		Utilization FY25
MSC Fuel Station	$	117,810
Baltimore Street Bridge		146,573
Fayette Street Bridge		59,467
South End Project - ARPA Interest		236,030
City Hall HVAC		541,126
Playground Equipment		8,900
Constitution Park Pool Camera System		40,786
Skate Park		265,390
Central Avenue Project		200,000
McMullen Street Bridge		21,772
Choose Cumberland Relocation		100,000
Totals:	$	1,737,853

Unassigned Fund Balance

The actual FY25 results reflect an increase to the City's unassigned fund balance of $335K. This result is the net effect of the above discussion.

<u>Health Care Claims Analysis</u>

The table below compares FY25 health care plan status to FY24. The claims status can fluctuate widely from month to month. It is monitored closely and FY25 produced a lower surplus than FY24. This is the second consecutive year that surpluses have declined. FY25 began a new prescription benefit provider and rebate process. FY23 surplus was $906K ($698K when adjusted down by $200K to reflect higher FY23 deposits), followed by FY24 surplus of $683K and FY25 surplus of $393K ($542K when adjusted up to include prescription rebates previously included in the surplus figures in FY24 and FY23).

- Through June 30th, there is a $393K surplus compared to $683K in FY24 and a performance ratio of 102.45% compared to 92.85% in FY24.
    - When including prescription benefit rebates not in the FY25 health care plan but in the FY24 figures, through June 30th, there is a $542K surplus compared to $683K in FY24 and a performance ratio of 98.22% compared to 92.85% in FY24.
    - Regardless of exact figures, the key takeaway is the consistent year over year rise in utilization which is indicated by the higher performance ratio and lower surpluses. Healthcare costs need to continue to be monitored closely and cost saving measures implemented where not compromising quality care.
- A key figure to watch is performance ratio. The annual rates are established by estimating claims and adding a 15% "corridor" as a cushion for overages. A performance ratio of 100% indicates that we are at the expected claims rate.
- Members of the group pledge a "cross-share" that can be used to cover deficits of other members.
- Our "potential refund" is the balance after cross share which is the surplus less any anticipated cross-share.

Month	Total Deposits	Reinsurance		Net Monthly Claims	CIGNA Refunds	Surplus (Deficit)	Performance Ratio	Pledged Cross		Anticipated Cross Share	Balance After Cross
		Received	Pending					%age	Dollars		
Jun-25	3,640,244	333,084	354	3,605,151	28,597	397,128	102.45%	5.0%	(19,856)	(3,783)	393,345
Jun-24	3,614,421	261,601	750,307	3,955,498	25,227	696,058	92.85%	5.0%	(34,803)	(12,970)	683,088

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for October 2025

MAINTENANCE DIVISION REPORT
OCTOBER 2025

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
OCTOBER 2025

- Potholes and Citizen Reports
  - 42 service requests completed
  - 25 streets and 2 alleys repaired

- Street Maintenance and Utility Work
  - Shades Lane paving project completed

- Tree Removal and Pruning (Arborist)
  - 7 hazard trees were removed
  - 34 trees were trimmed

- Tree Complaints and Tree Issues
  - Resolved and/or addressed 30 tree complaints and tree issues

- Street Cleaning Operations
  - New street sweeper delivered
  - Current sweeper is in operation on normal schedule

- Sign Work
  - 35 traffic control signs repaired / installed
  - 5 street name signs repaired / installed
  - 7 handicap signs repaired / replaced
    2 handicap signs removed / installed

- Parks & Rec
  - Planning on Fairmont Avenue project has begun
  - Normal P & R Maintenance continues (demand is decreasing)
  - Begin winter clean up
  - Mason's contractor work completed
  - Pavillion roofs replaced

Fleet Maintenance Monthly Report

October 2025

Departments	Count of Maintenance Type
Central Services	**3**
Body Repair	1
Heating and Air Conditioning	1
PM - Oil Change	1
Community Development	**3**
Diagnostics	1
General Repair	2
Fire	**11**
Brakes	1
General Repair	1
Lights and Electrical	2
PM - Oil Change	5
Steering/Suspension	1
Welding and Fabrication	1
Flood	**1**
Lights and Electrical	1
Parks and Rec	**7**
Diagnostics	1
No Start	1
Noise	1
PM - Oil Change	2
PM - Seasonal Service	1
Tires/Tire Repair	1
Police	**20**
Battery	2
Diagnostics	1
Exhaust	1
General Repair	1
Lights and Electrical	2
Oil and Filter Change	1
PM - Oil Change	8
Steering/Suspension	1
Tires/Tire Repair	1
Transmission	2
Sewer	**2**
General Repair	1
	17

Street	
Battery	2
Diagnostics	1
Fluid Leak	1
General Repair	5
Lights and Electrical	1
No Start	1
PM - Oil Change	2
PM - Seasonal Service	1
Steering/Suspension	1
Tires/Tire Repair	1
Welding and Fabrication	1
Water Distribution	**11**
Diagnostics	1
Fluid Leak	1
PM - Oil Change	7
Tires/Tire Repair	2
WFP	**1**
Tires/Tire Repair	1
WWTP	**4**
General Repair	1
PM - Oil Change	2
Tires/Tire Repair	1
Grand Total	**80**

CENTRAL SERVICES
MONTHLY REPORT
OCTOBER 2025

- **City Hall**: Replaced the carpet on the second floor. Fixing, replacing and painting the wood on the circle of the upper rotunda on the roof. Replaced a light bulb in the rotunda, 1st floor. Took 9 tables and 10 chairs to Council Chambers. Assembled new office chair for Finance. Replaced 2x2 light fixture with a new flat panel LED in the basement. Fixed LED lights in the Administrator's Office. Changed lights back to white from red around the outside of the building. Cleaned all filters in fan coil units and ceiling units. Took 9 tables to the Council Chambers for the CLGA Graduation.

- **Municipal Service Center**: Two clogged sinks drain and main in the men's bathroom. Cleaned out the main and sink leads with the help of the Sewer Department. Repaired LED lights in the Sewer Department's office. Replaced broken handles on mechanic shop sink. Quarterly sprinkler test performed.

- **Public Safety Building**: The exhaust fan in the men's bathroom on the C3I side of the 3rd floor of the building is making a different noise, and something sounds loose. Replaced belts on AHU#3. Installed an outlet for the CERT van shore line on the shed by the parking lot. Bay 4 door at the Fire Department keeps tripping the breaker so unable to use the door. Up relay was stuck. Drop shoreline is evidently amiss, as it is causing our inverters on our ambulances to cycle rapidly. Plug in other outlets into the ambulances and no issue. Shoreline tagged with yellow tape OOS. Replace 20-amp breaker in panel EL1 Breaker #4 in Fire Department garage. Assembled desk chair for the Police Chief. Inspect the garage doors at PSB, Police and Fire weekly. Quarterly sprinkler test performed. Moving of desks and tables between offices and departments for the Police. Desk removed from Police Chief's office to another office on same floor. Start boiler and heating system. Bay 1, Command Unit garage door of Fire Dept. needed limits adjusted. Checked on boiler pump #5, not running and needed reset. Urinal not flushing correctly on 2nd floor Fire Depart. Re- attached the desk top. Patched nail holes in the walls for Chief Pyles. Inspect the garage doors at PSB, Police and Fire weekly.

- **Fire Stations #2**: Checked on the boiler and garage door. Repaired the upstairs toilet.

- **Downtown Area & Mall**: Hang banner on the mall. Check water level on waterfall. Drain water and make ready for winter. Had Water Depart. turn water off at the curb. Pick up tables and chairs from CEDC and take back to the Activities Building at Park. Fixed the existing outlets and added 4 more at Mural Park.

- **Parks:** Grove 5 bathroom - unclogged toilet. Drained all the water from the 2 pump buildings for the pools and winterized.

- **Traffic and Street Lights:** Reported 29 street lights for the power company to repair. Checked and reset the traffic lights at Bridge and Green Street intersection that were in flash. Checked on the left turn arrow at Green Street and Lee Street and adjusted.

- **Other areas:** Replaced all the EXIT and EMEGENCY LIGHTS in the Frederick Street parking garage. Yearly elevator inspection at Frederick Street parking garage. Viaduct pump station pumps would not work, had a phase out. Called power company.

- Received 105 work orders in October

- Completed 84 work orders October

- Monthly Safety Meeting – October 15, 2025

- PMs on all the pumps and motors at PSB, City Hall and MSC

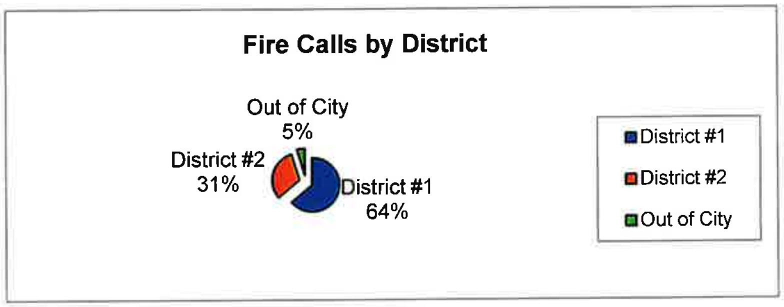
File Attachments for Item:

. Fire Department Monthly Report for October 2025

Report of the Fire Chief for the month of October 2025
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 193 Fire Calls in October 2025

Responses by District:	
District #1	123
District #2	61
Out of City	9
	193



Additional Alarms: 1

Number of Alarms: 193

Calls Answered Below:

Property Use:	
Public Assembly	6
Educational	3
Institutional	26
Residential	101
Stores and Offices	7
Storage	0
Manufacturing	2
Industrial/Utility	2
Special Properties	46
	193

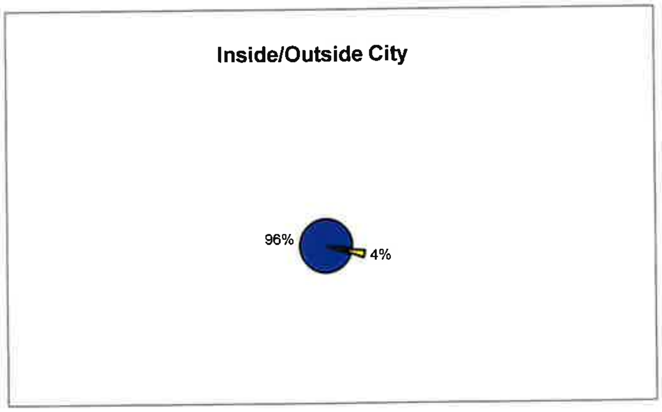
Type of Situation:	
Fire or Explosion	13
Overpressure, Rupture	0
Rescue Calls	132
Hazardous Conditions	10
Service Calls	5
Severe Weather	0
Good Intent Calls	15
Other	0
False Calls	18
	193

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in October 2025:	$1,850.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	$3,985.00
Total Fire Service Fees for Fire Calls Paid in October 2025:	$0.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$325.00
All Fire Service Fees Paid in Fiscal Year 2026:	$4,175.00

Total Fire Service Fees for Inspections and Permits Billed in October 2025:	$700.00
Total Fire Service Fees for Inspections and Permits Paid in October 2025:	$450.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,100.00

Cumberland Fire Department Responded to 536 Ambulance Calls in October 2025

In City Calls	513
Out of City Calls	23
Total	536



Total Ambulance Fees Billed by Medical Claim-Aid in October 2025:	$192,660.23
Ambulance Fees Billed in FY2025:	$2,110,926.67
Ambulance Fees Billed FY2026 to Date:	$660,442.72

Ambulance Fees Paid

Ambulance Fees Paid in October 2025:	$122,056.71
Ambulance Fees Paid in FY 2026:	$507,002.38

(Includes all ambulance fees current and previous fiscal years)

Cumberland Fire Department Responded to 5 Medic Assist Calls

2 Medic Assist Calls in Allegany County
3 Medic Assist Calls outside of Allegany County
5

Cresaptown VFD	1
LaVale VFD	1
Ridgeley VFD	3
	5

Cumberland Fire Department Responded to 18 Mutual Aid Calls

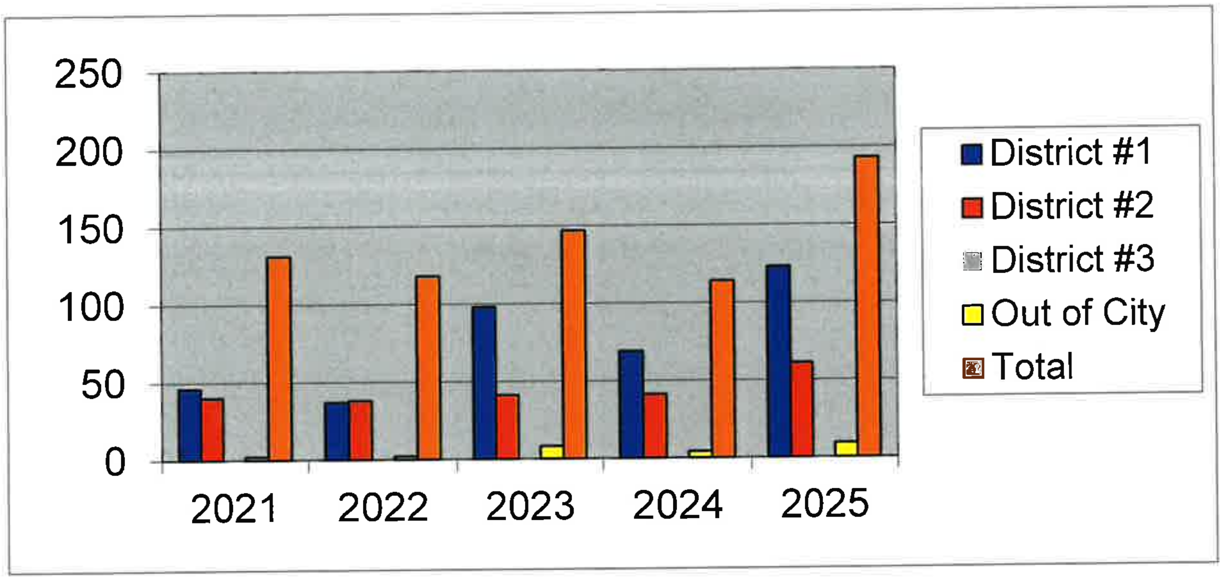
15 Mutual Aid calls within Allegany County
3 Mutual Aid calls outside of Allegany County
18

Allegany County DES	3
Cresaptown VFD	11
Flintstone VFD	1
	15

Wiley Ford, WV VFD	1
Ridgeley, WV VFD	2
	3

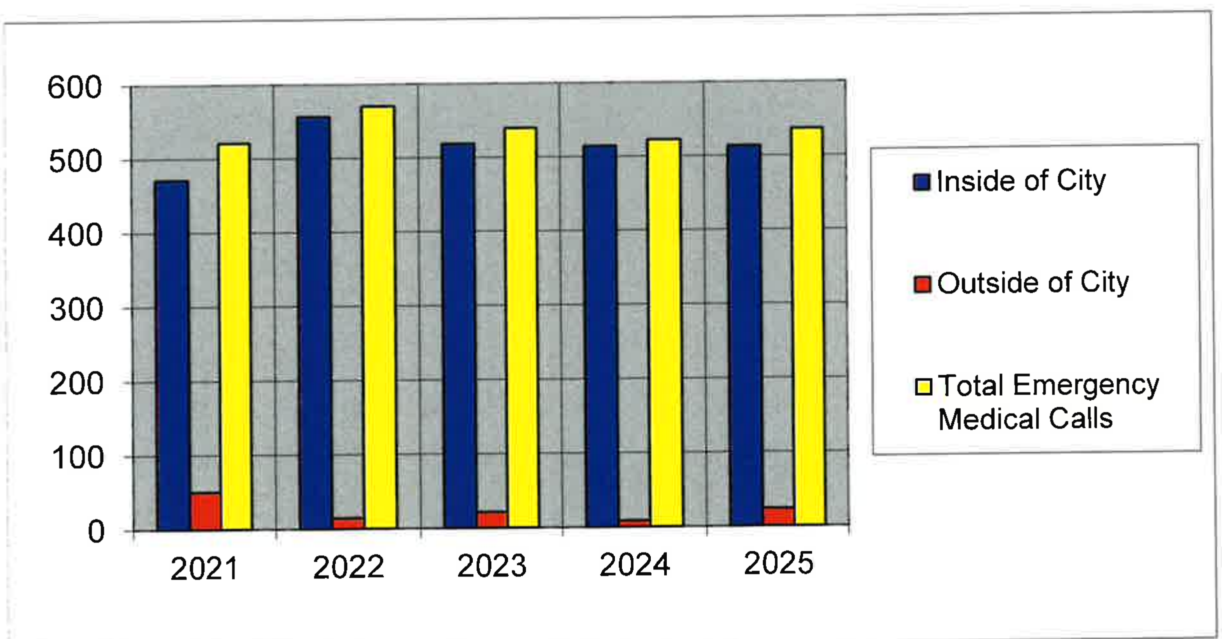
Fire Calls for the month of October over a Five Year Period

	2021	2022	2023	2024	2025
District #1	46	37	98	69	123
District #2	40	38	41	41	61
District #3	43	41	0	0	0
Out of City	2	2	8	4	9
Total	131	118	147	114	193



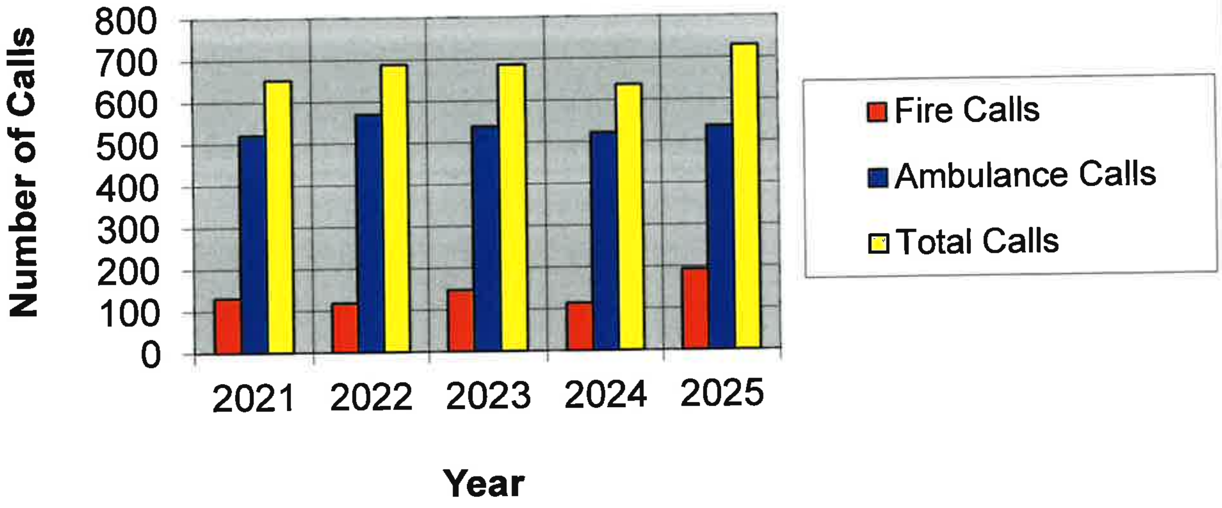
Ambulance Calls for the month of October over a Five Year Period

	2021	2022	2023	2024	2025
Inside of City	471	556	518	514	513
Outside of City	50	14	21	8	23
Total Emergency Medical Calls	521	570	539	522	536



Fire and Ambulance Calls for the month of October over a Five Year Period

	2021	2022	2023	2024	2025
Fire Calls	131	118	147	114	193
Ambulance Calls	521	570	539	522	536
Total Calls	652	688	686	636	729



Training

Man Hours: 482
Course Hours: 120.5

Pump & Driving Training	Driver
Driver Training	Driver
Quick Dress & SCBA	Fire-Misc
Rope Rescue	Rescue
Vehicle Maitenance	Driver
T-1 Operations	Driver
Intubation Techniques	EMS-Misc
High Rise Operations	Fire-Misc
Kootnay High Angle Setup	Rescue
Parking Garage Hose Ops	Fire-Misc
Reading Smoke	Fire-Misc
Radio Communications	Fire-Misc
CERT	
Paramedic 1 year	
Paramedic 2 year	
PUMPS	
EMT Refresher	

Fire Prevention Bureau

Ancillary Duties	23
Complaints Received	1
Conferences Held	7
Correspondence	76
Inspections Performed	12

Investigations Conducted	1
Plan Reviews	0
Public Education	5
Burning Permits Issued	8

Personnel

Seth Beeghly was honored for Five Years of Service to the CFD.

Statistic Complied by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

. Police Department Monthly Report for October 2025

City of Cumberland Department of Police

Monthly Report

October 2025

City of Cumberland Department of Police

Monthly Report

October 2025

Part 1 Crimes for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Aggravated Assaults	6	3	B & E (All)	11	15	Murder	0	0	Rape	2	0
Robbery	0	1	Theft - Felony	0	0	Theft - Vehicle	1	2			

Selected Criminal Complaints for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Theft - Misdemeanor	43	40	Theft - Petty	9	7	Domestic Assaults	12	18	CDS	19	14
Disturbances	161	143	DOP/Vandalism	22	14	Indecent Exposure	4	2	Sex Off - Other	3	0
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	3	3
Trespassing	76	65	Assault on Police	0	2	Assault Other	43	32			

Selected Miscellenous Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alcohol Volations	2	11	Juvenile Compl.	16	8	Missing Persons	10	15	School Resource	223	141
School Threat	0	0	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	7	6

Selected Traffic Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
DWI	9	2	Hit & Run	13	21	M/V Crash	53	78	Traffic Stop	447	298

Selected Service Calls for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alarms	36	25	Assist Motorist	29	22	Check Well-Being	126	133	Foot Patrol	91	141
Assist Other Agency	66	50	Bike Patrol	0	0	Special Events	11	11	Suspicious Activity	86	71

Current Incident Status for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Open	28	78	Arrest	244	196	Closed	2358	2214	Suspended	32	41

City of Cumberland Department of Police

Monthly Report

October 2025

Arrests Totals for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
M/V Citations	67	43	M/V SERO	1	1	M/V Warnings	371	263	Arrest on View Adult	39	24
Arrest On Crim. Cit.	38	19	Arrest Summons	16	33	Arrest Warrant Adult	39	63	Adult Crim.	133	162
Arrest Summon (Chrg)	15	22	Arrest Warrant (Chrg)	14	15	Juvenile Crim.	14	43	Arrest on View Juv	8	34
Arrest Warrant JUV	1	1	Emer. Petition	28	12	Fingerprinting	1	3	RunAway & Miss Per.	10	16
Civil Citation	5	31									

	2024	2025
Total Incidents Reported :	**2,662**	**2,529**

James Pyles - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

OCTOBER 2025

SWORN PERSONNEL: 47 SWORN OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	9 officers
Squad D2	9 officers
Squad N2	9 officers
C3I/C3IN	5 officers
School Resource	1 officer
CAT Team	0 officers
Academy	0 officers

CIVILIAN EMPLOYEES: 6 full time, 6 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	0 full time OPEN
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	0 part time** OPEN
MPA Supervisor	**0 part time**
Parking Meter Supervisor	**1 full time**
Parking Enforcement	**3 part time**
Code Enforcement	1 part time

*=Grant funded **=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 802.5 YEAR TO DATE (beginning 07/01/25): 3,294.75
COMP TIME USED: 42.5 YEAR TO DATE (beginning 07/01/25): 303.5
SICK TIME USED: 440 YEAR TO DATE (beginning 07/01/25): 1,262.5

OVERTIME REPORT

OVERTIME WORKED: 429.75 YEAR TO DATE (beginning 07/01/25): 1,039.25
HOSPITAL SECURITY: 137 YEAR TO DATE (beginning 07/01/25): 435.5
COURT TIME WORKED: 428 YEAR TO DATE (beginning 07/01/25): 1,242

MUNICIPAL PARKING AUTHORITY (MPA)

SEPTEMBER 2025

Parking Citations Issued	63
Warnings Issued	168
Vehicles Towed	4

File Attachments for Item:

. Utilities Division Water and Sewer Monthly Reports for October 2025

Utilities Division Activity Report for October 25 WATER

REQUEST	W/E 10/10/25	W/E 10/17/25	W/E 10/24/25	W/E 10/31/25	MONTHLY TOTALS
Service Technicians					
NON READS	18	36	30	41	125
FINAL READS & DEMOS	4	1		6	11
LEAK INVESTIGATIONS/turn off-on	7	12	11	10	40
METER/STOP INVESTIGATIONS	9	11	11	8	39
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	2	6	4	3	15
RECONNECTS/TURN ONS	49	26	32	24	131
NONPMT/BAD CK/AGREEMENT SHUT OFFS	35	29	39	24	127
SUSPENDED ACCTS - RECHECKS			1		1
REPLACE/REPAIR METER/LID/VALVE	1				1
INSTALL COUPLERS/PLUGS/LOCKS			2		2
NEW METER - Residential		6	2	2	10
METER FIELD TESTS - Residential	3	3	5	1	12
METER TESTS - Industrial					0
NEW METER - Industrial		1	5		6
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	2	2	1		5
MOVE METERS OUTSIDE	6			1	7
SP Change Outs/Repairs/Reactivates/Move	8	7	3	3	21
CCP - BACKFLOW/RETRO	6	1		1	8
FREEZE UPS-LEAKS/METERS & LINES					0
HYDRANT/IRRIGATION METER					0
GPS STOPS					0
LEAD INVENTORY INSPECTIONS					0
Total					561
Pipe Technicians					
LINE LOCATOR	75	40	45	48	208
TAPS SERVICED	8	1		5	14
LEAKS REPAIRED	1				1
SHADES LN - WATER MAIN PROJECT	22	14	7		43
HILLCREST - DUG UP 36" FOR TEST HOLE		4			4
TEST DROVE NEW TAP MACHINE		4			4
HILLCREST - DUP UP FOR 4" METER VAULT			14		14
HYDRANT REPAIRS - VARIOUS LOCATIONS			4		4
HILLCREST - SET 4" VAULT WITH L/B WATER			5		5
SHOP - BROKE DOWN SHELVES TAKEN DOWN			4		4
HILLCREST - PUT STONE AROUND VAULT			4		4
ABANDONED SERVICE - 703 LEIPER				4	4
ABANDONED SERVICE - 107 HANOVER				4	4
ABANDONED SERVICE - 607/609 ELM				4	4
ABANDONED SERVICE - 429R CENTRAL				4	4
129 POLK - REPLACED BOX				4	4
409 ASCENSION - REPLACED BOX				4	4
907 KENTUCKY - REPLACED BOX & RAISED				4	4
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0

Watershed						
2025 Fall Hydrant Flushing Program (4 week program)(completed 10/17/25) Moved equipment Assisted #306 with meter pit - Hillcrest & hauled shale to dam shale pit Picked up new trailer in PA Moved equipment from Shades Ln & Hillcrest Dr Removed downed tree - Lake Gordon Rd Moved paving equipment to Shades Ln Removed downed treese on AC of MD property on Smousemill Rd right of way to 36" main Cut out steel plate for vice on 306 Building shelving for pipe fittings @ warehouse (several days) Burned brush @ dam						
GRAND TOTAL						894

Sanitary Sewer Department
Monthly Report

Oct-25

Calls Answered:	11
Service Lines Opened:	3
Owner's Trouble:	8
Traced Lines/ mains	62
Flushed Mains	3,620
Mains Repaired/ Replaced	1-12ft
Sewer Taps Installed	2
Cleaned Catch Basins	31
Cleanouts Installed	3
Televised Sewer Mains	10 3290ft
Televised Sewer Lines	8-255ft
Call Outs/ Overtime	2 calls 2h 2calls
Weekly Check of Overflows, pits, etc....	4

George Chory

Supervisor

Water Usage:

608	12,000	Gals.
605	6,500	Gals.

File Attachments for Item:

1. Approving the Open Work Session Minutes and Regular Session Minutes of November 4, 2025, and the Closed Session Minutes of November 5, 2025

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, November 4, 2025; 4:30 pm

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard J. "Rock" Cioni, Eugene Frazier, James Furstenberg, Brian Lepley.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Robert Smith, City Engineer; Ken Tressler, Director of Administrative Services; and Kevin Thacker, Code Compliance Manager.

Media: Hannah Fout, WCBC and Theresa McMinn, Cumberland Times News

I. DISCUSSION ON PROPOSED CHANGES TO THE WASTEWATER TREATMENT PLANT OPERATIONS

Mr. Silka opened the meeting and turned the discussion over to Robert Smith, Director of Engineering and Utilities.

Robert began the discussion by describing the final phase of the wastewater treatment operation which is the biosolids handling process which is currently pelletized through the heat drying facility. Since 2010 we have been contracted with NEFCO to process and dispose of the biosolids. An extension was granted in September for nine months of operation and that will expire on June 30, 2026

A study and a competitive bid process were conducted to determine the market for processing biosolids the figures he presented includes a third-party operator in the Biogas industry that would be locating in the Mexico Farms in the near future. The Biogas company could accept the City's biosolids at a cost lower than processing it via heating and drying. Currently this is preliminary and would not take place for another 18-24 months.

To operate efficiently we want to be in the $700-800 per dry ton as other similar sized municipalities in our region, opposed to the current amount of $1,000 per dry ton. NEFCO has a set fee for processing a specific amount of sludge per month, that fee also increases each year with the CPI

The suggested proposal would allow the operating company to provide their own crew with the expectation that the third party could bring the cost down to $600-700 per dry ton, a $3.5M savings over a five-year period of time. Our proposal would include operating with fewer operators than the current operator proposes.

The contract outlines a transition period for NEFCO to provide access to the facility for the next operator, and to provide the facility's standard operating procedures (SOP's). If we choose to self-operate, we would expect to operate the heat drying facility three to four days a week, where NEFCO was operating as they see fit which at times was seven days a week.

In the future we are looking at significant Wastewater projects so it is imperative to save money where we can at this time. Due to the age of the equipment, the new contract states that we would be responsible to pay for Capital Improvements after $25,000.

Council agreed to modifying the budget and the addition of staff if the department is confident the $700-800 per dry ton is achievable.

II. PRESENTATION FROM CODE ENFORCEMENT ON ENHANCED ENFORCEMENT MEASURES

Kevin Thacker explained that Community Development is looking to streamline the current nuisance abatement process. The current process takes 3-4 months to complete. After working with other municipalities, we are proposing to adopt the processes in place in Hagerstown and Frederick. Their process begins with an abatement and then leads to a citation, with no legal issues. The property owner is given seven days to comply; if compliance is not satisfied, a crew is sent to the property. Their tier for notices is 7-5-1, file the billing, and set the fine.

Kevin noted that our current code does not require a citation before abatement, and he believes we can move forward without changing the Ordinance. The proposed process would go as follows:

- Initial inspection
- Post the property
- Reinspection after 7 days
- Schedule abatement with third party
- Bill, the property owner

If the fine is not satisfied, it would then be applied to their water bill without disrupting service. Adding the fee to the water bill makes the property owner aware of the fee each month and also makes an agent aware of the fine should ownership be transferred through a real estate transaction. Fines would be set at $300/500/1,000 and could be put in place January 1, 2026. If approved, a consultation with contractors will determine the fees based on lot sizes. The new process will streamline operations and strengthen enforcement efficiency.

III. CITY ADMINISTRATOR UPDATES

Mr. Silka provided updates on projects and new developments:

- The Citizens Local Government Academy concluded last week, and positive feedback was received to help improve year three.
- The ribbon cutting for the Skatepark will be this Saturday at 11:00 AM with a presentation and events from the Skatepark group.
- A press release on Facebook from the Police Department about ParkMobile received negative feedback. He reiterated that, as previously stated, once the kiosks have reached the end of their usage, they will be replaced with the app, which is also used in surrounding areas, as it would cost $8K for the replacement.
- New hardware and software for both parking garages will go live on December 1, 2025, offering updated payment options with two hours free. Due to construction of the Wills Hotel, the Frederick Street garage is currently sold out.

IV. REVIEW OF THE PUBLIC MEETING AGENDA OF NOVEMBER 4, 2025

Mr. Silka highlighted points of interest on the agenda:

- Order #4 refers to the sale of surplus vehicles and equipment for $67K
- Order #5 refers to the renewal of our contract with Percy Public Affairs
- Order #6 refers to adopting the goals and SWOT analysis from the goal setting session
- Order #9 refers to approving the historic tax credit for CG Enterprises as discussed in closed session.

V. MAYOR AND CITY COUNCIL UPDATES

- ❖ Councilman Cioni provided an update on the loss of Amy Nazelrod and discussed an issue at Constitution Park involving a group of kids causing disruptions at the pool during summer. He suggested finding a way to address the problem before the next season.

- The finishing work on the fields at the Gene Mason Sports Complex is underway, and the concrete is being completed today at the Skatepark. On Saturday, from 10:00 to 12:00, the Friends of the Park will host a cleanup at Constitution Park.

- Friday November 7, 2025 Rural King will have their grand opening at 9:00 AM.
- The Emmanuel Episcopal church will host an appreciation event in honor of Veterans for their service on Tuesday at 6:00 PM
- The first and largest water project on Shades Lane has come to completion and we are very pleased with the results.
- For the 250th anniversary, we are looking to have a parade on June 27, 2026 due to a lot of events taking place already on July 4, 2026

With no further business at hand, the meeting adjourned at 5:25 p.m.
Respectfully Submitted,

Allison K. Layton___________________________
City Clerk

Minutes approved on__________________________

Mayor and City Council Of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

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

MINUTES

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

DATE: November 4, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock Cioni"
Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Brian R. Lepley
President Raymond M. Morriss

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chief Pyles and Chief Adams;

IV. Presentations

1. Recognition of the promotion of Lieutenant Eric Bonner to Captain of the Cumberland Police Department

   Chief Pyles addressed the audience and spoke of Eric Bonner and his career with the Police Department which began in 2002. A graduate of Allegany College, Fairmont State, University of Maryland and Castle's K-9 Training. He has held numerous positions that include patrol, K-9 handler, Corporal, Sergeant, Administrative Lieutenant and in 2024 promoted to Patrol Lieutenant. He is active in youth coaching for several sports. He is an integral part of the department and we are very appreciative for him serving as Acting Chief when needed.

V. Approval of Minutes

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

1. Approving the Regular Session Minutes of October 7, 2025, Closed Work Session Minutes and Open Work Session Minutes of October 14, 2025 and the Closed Work Session Minutes of October 21, 2025

VI. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

No public comments were received

VII. New Business

(A) Ordinances

1. Ordinance 4029 (*1st reading*) – authorizing the transfer of 454-456, 458-460, 462, 464, 470, 472, 474-476 and 478-480 Baltimore Avenue to Christiansen Properties LLC for the purchase price of $400

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

2. Ordinance 4030 (*1st reading*) - authorizing the transfer of 114-116 Winton Place to Mardoce LLC for the purchase price of $100

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

B. Orders (Consent Agenda)

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

1. Order 27,883 - accepting the proposal from Laurel Auto Group Inc. for a 2026 Ford Expedition, including upfit, at a cost not to exceed $59,412.60
2. Order 27,884 - authorizing the execution of a grant agreement with Maryland Historical Trust to accept grant funding in an amount not to exceed $11,790 to be used for the preparation and nomination of the Dumbhundred Historic District to the National Register of Historic Places, and authorizing the City Comptroller to accept these funds
3. Order 27,885 - authorizing the execution of an Easement Agreement by and between the Mayor and City Council of Cumberland and Kacey Barb for the property located at 215 Cumberland Street to facilitate the replacement and construction of the Cumberland Street Bridge in exchange for $1,500, and allowing the terms of the Easement Agreement to be modified by consent of the

City Engineer and City Solicitor for the sake of clearing up any title issues, without further action on the part of the Mayor and City Council

4. Order 27,886 - accepting certain bids received for the "2025 Sale 7 of Surplus Vehicles and Equipment on GovDeals" and rejecting all other bids

5. Order 27,887 - accepting the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services for the term of November 2, 2025 through November 1, 2026 in the amount not to exceed $45,000

6. Order 27,888 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Frank and Stein's Beverage DBA Downtown D'Atri Pasta & Subs, Elizabeth Scramm DBA Gus & Oliver Children's Boutique, Azadarmaki Glolamreza DBA Azad's and Queen City Creamery and Deli for the use of the public right of way immediately in front of and adjacent to the property for a term effective November 1, 2025 through October 31, 2026

7. Order 27,889 - authorizing Change Order No. 2 with Upright Fence Co. for additional gates and fencing needed beyond the original scope of the flood repair project at the Gene Mason Sports Complex in the amount not to exceed $5,320, bringing the new total not to exceed $46,955

8. Order 27,890 - approving the SWOT Analysis and accompanying goals and strategic initiatives derived from the Mayor and City Council Goal Setting Session

9. Order 27,891 - approving a Historic District Tax Incentive Program credit for property at 138 Baltimore St. (Tax No. 14-004343), owned by CG Enterprises, based on total eligible project costs of $503,677 for a Property Tax Credit of $50,368 valid for 5 years, along with a property tax assessment freeze for a period of 4 years

10. Order 27,892 - approving Change Order No. 1 with Carl Belt, Inc. for additional work at several locations within the project scope due to site limitations and conditions for the Downtown ADA Improvements (Project 16-21-M), in the not to exceed amount of $69,510.19, bringing the new project total to $223,720.19

11. Order 27,893 - accepting the sole source proposal from Roblee Historic Preservation, LLC for the update to the Maryland Inventory of Historic Places documentation for the Dumbhundred District in the not to exceed amount of $11,790

IX. Public Comments

All public comments are limited to 5 minutes per person.

Alan Septoff – updated the Safe Haven initiative and advised that the group is obtaining additional signatures on the petition to present to the Mayor and City Council for a formal vote. The Council advised that discussions and consideration have taken place about the request.

VIII. Adjournment

With no further business at hand, the meeting adjourned at 6:32 p.m.

Minutes approved on____________________

Raymond M. Morriss, Mayor ____________________________

ATTEST: Allison K. Layton, City Clerk ______________________________

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
2nd Floor Conference Room
Tuesday, November 5, 2025; 4:30 p.m.

On November 5, 2025, the Mayor and City Council met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss pending litigation with CSX and to receive legal advice from the City Solicitor relative to the same. Authority to close the session is provided by Sections 3-305(b)(7) and 3-305(b)(8) of the General Provisions Article of the Annotated Code of Maryland.

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

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton; City Clerk; Robert (Bobby) Smith, City Engineer; and Eric Pilsk, Attorney.

File Attachments for Item:

1. Ordinance 4029 (*2nd and 3rd readings*) – authorizing the transfer of 454-456, 458-460, 462, 464, 470, 472, 474-476 and 478-480 Baltimore Avenue to Christiansen Properties LLC for the purchase price of $400

ORDINANCE NO. 4029

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF CHRISTIANSEN PROPERTIES, LLC FOR THE PURCHASE OF THE PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 454-456, 458-460, 462, 464, 470, 472, 474-476 AND 478-480 BALTIMORE AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 454-456, 458-460, 462, 464, 470, 472, 474-476 and 478-480 Baltimore Avenue, Cumberland, MD 21502 (the "Properties");

WHEREAS, the Properties were declared surplus under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

WHEREAS, the Properties were included in a solicitation for bids for the purchase of the Property;

WHEREAS, the City has since received a bid for the purchase of the Properties from Christiansen Properties, LLC(the "Purchaser") for the sum of Four Hundred Dollars ($400.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Properties for the sum of Four Hundred Dollars ($400.00) subject to the following terms and conditions:

A. The Properties will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;

B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;

C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.

D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.

   i. $60.00 deed recordation fee made payable to "Circuit Court for Allegany County".

   ii. The purchase price, pro-rated City real estate taxes and $115.00 deed recordation service fee made payable "City of Cumberland".

   iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".

E. Cash will not be accepted. Improperly remitted payments will be returned.

F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _______ day of _______________, 2025.

____
Raymond M. Morriss, Mayor

ATTEST:

____
Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of November, 2025, by and between **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and **Christensen Properties, LLC**, a Virginia limited liability company (the "Grantee").

WITNESSETH:

That for and in consideration of the sum of Four Hundred Dollars ($400.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City's right, title, interest and estate in and to the following-described pieces or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

PARCEL 1: 454-456 Baltimore Ave. – Tax ID No. 23-011999

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Service, Inc. to the City dated May 22, 2017 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2307, Page 304, the said property being more particularly described in the deed from Donald Sheetz and Mary Sheetz, husband and wife, to the City dated March 9, 2015, and recorded among the Land Records in Book 2118, Page 278.

PARCEL 2: 458-460 Baltimore Ave. – Tax ID No. 23-005999

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Service, Inc. to the City dated May 22, 2017 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2307, Page 304, the said property being more particularly described as Parcel Six in the deed from Jerry L. Frantz, Collector of Taxes for the State of Maryland to the City dated September 16, 2003, and recorded among the Land Records in Deed Liber 721, folio 804.

PARCEL 3: 462 Baltimore Ave. – Tax ID No. 23-004178

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Service, Inc. to the City dated May 22, 2017 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2307, Page 304, the said property being more particularly described as Parcel Five in the deed from Jerry L. Frantz, Collector of Taxes for the State of Maryland to the City dated September 16, 2003, and recorded among the Land Records in Deed Liber 721, folio 804.

PARCEL 4: 464 Baltimore Ave. – Tax ID No. 23-012774

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Service, Inc. to the City dated May 22, 2017 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2307, Page 304, the said property being more particularly described Parcel One in the deed from Jerry L. Frantz, Collector of Taxes for the State of Maryland to the City dated September 16, 2003, and recorded among the Land Records in Deed Liber 721, folio 815.

PARCEL 5: 470 Baltimore Ave. – Tax ID No. 23-011433

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Service, Inc. to the City dated May 22, 2017 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2307, Page 304, the said property being more particularly described in the deed from Roy L. Hunt, Sr. to the City dated February 24, 2011, and recorded among the Land Records in Book 1768, Page 134.

PARCEL 6: 472 Baltimore Ave. – Tax ID No. 23-014130

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Service, Inc. to the City dated May 22, 2017 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2307, Page 304, the said property being more particularly described in the deed from Richard D. Henderson to the City dated May 23, 2014, and recorded among the Land Records in Book 2054, Page 494.

PARCEL 7: 474-476 Baltimore Ave. – Tax ID No. 23-011719

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Service, Inc. to the City dated May 22, 2017 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2307, Page 304, the said property being more particularly described in the deed from Judith A. Sarver to the City dated May 14, 2014, and recorded among the Land Records in Book 2052, Page 418.

PARCEL 8: 478-480 Baltimore Ave. – Tax ID No. 23-014114

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Service, Inc. to the City dated May 22, 2017 and recorded among the Land Records of Allegany County, Maryland (the "Land Records") in Book 2307, Page 304, the said property being more particularly described in the deed from Jason M. Bennett, Director of Finance of Allegany County, Maryland to the City dated January 31, 2013, and recorded among the Land Records in Book 1938, Page 426.

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

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

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

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

_____________________________ **By:_________________________________(SEAL)**
Allison Layton, City Clerk **Raymond M. Morriss, Mayor**

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of ___________, 2025, 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 municipal corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $400.00, and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

____
NOTARY PUBLIC

My Commission Expires: _____________________

ATTORNEY CERTIFICATION

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

____
MICHAEL SCOTT COHEN

File Attachments for Item:

2. Ordinance 4030 (*2nd and 3rd readings*) - authorizing the transfer of 114-116 Winton Place to Mardoce LLC for the purchase price of $100

ORDINANCE NO. 4030

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF MARDOCE, LLC FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 114-116 WINTON PLACE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 114-116 Winton Place, Cumberland, MD 21502 (the "Property");

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

WHEREAS, the Property was included in a solicitation for bids for the purchase of the Property;

WHEREAS, the City has since received a bid for the purchase of the Property from Mardoce, LLC (the "Purchaser") for the sum of One Hundred Dollars ($100.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

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

A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;

B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;

C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.

D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.

  i. $60.00 deed recordation fee made payable to "Circuit Court for Allegany County".

  ii. The purchase price, pro-rated City real estate taxes and $100.00 deed recordation service fee made payable "City of Cumberland".

  iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".

E. Cash will not be accepted. Improperly remitted payments will be returned.

F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _______ day of _______________, 2025.

____
Raymond M. Morriss, Mayor

ATTEST:

____
Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of November, 2025, by and between **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and **Mardoce, LLC** (the "Grantee").

WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars ($100.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City's right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

> All that lot or parcel of ground situated on the westerly side of Plum Alley, distant North 11 degrees 30 minutes East 145.7 feet from a stone marked 41 standing at the intersection of the northerly side of Paca Street with the Westerly side of Plum Alley; and running thence through the center of the alley between houses Nos. 5 and 7 Plum Alley, North 78 degrees 10 minutes West 101 feet to the westerly line of said whole Lot No. 41, then with part of said westerly line and also with part of the westerly line of said Lot No. 7, North 11 degrees 30 minutes East 33.2 feet to the center of the alley way, extended, between the houses Nos. 1 and 3 Plum Alley; thence with said center line, South 78 degrees 10 minutes East 101 feet to the westerly side of Plum Alley, then with said side of said alley, South 11 degrees 30 minutes West 33.2 feet to the place of beginning.

IT BEING the same property that was conveyed from Allegany County Habitat for Humanity to the City by deed dated November 9, 2016 and recorded among the Land Records of Allegany County, Maryland in Book 2265, Page 234.

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

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

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

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

______________________________ **By:__________________________________(SEAL)**
Allison Layton, City Clerk **Raymond M. Morriss, Mayor**

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _______, 2025, 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 municipal corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $100.00, and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

____
NOTARY PUBLIC

My Commission Expires: ______________________

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that the 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

Subject Property

114-116 Winton Place
Cumberland, MD 21502
Tax ID No.: 06-015794

File Attachments for Item:

. Order 27,894 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Corner Tavern and Cafe', Mise En Place, Ottaviani's Tasting Room, and Ristorante Ottaviani for the use of the public right of way immediately in front of and adjacent to the property for a term effective November 1, 2025 through October 31, 2026

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. __27,894_ **DATE: _November 18, 2025_**

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

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

Kelly McQue Enterprises DBA Corner Tavern And Café'

Culinary Innovation Associates, LLC DBA Mise En Place

Ottaviani's Tasting Room, LLC

Ristorante Ottaviani, LLC

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining and/or outdoor seating for a term effective November 1, 2025 through October 31, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 29th day of October, 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and Kelly McQue Enterprises **(DBA CORNER TAVERN AND CAFÉ)** ("Lessee").

WHEREAS, Lessee operates a restaurant at 171 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 24 feet 2 inches and width of 10 feet 3 inches on Hanover Street and depth of – feet – inches and width of – feet – inches on N. Centre Street, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **As-Is Condition; No Warranties or Representations.** Except as expressly set forth herein, Lessee accepts the Demised Premises in its as-is where-is condition, with all faults and defects, latent or patent, known or unknown, presently existing or that may arise in the future. The City disclaims all liability and responsibility for any representation, warranty, statement, or information made, communicated, or furnished (orally or in writing) to Lessee or any of its agents, employees or representatives made prior to or following the date of this Agreement unless it is modified as provided for hereinafter.

2. **Term.** The term of this lease shall commence on November 1, 2025, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

8. **Furnishings & Equipment**. Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. All such furnishings and equipment must be approved by the City before use within said area. Upon the City's request of the City, Lessee shall remove said furnishings and/or equipment from the Demised Premises and store them in a neat and orderly manner.

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

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

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

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

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

14. **Release**. The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and

representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Adam Robinette
Corner Tavern and Café
171 N. Centre Street
Cumberland, MD 21502

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

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

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

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

26. **Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.**

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

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

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and/or federal governments, pertaining to public health concerns, including, but not limited to, pandemics.

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: ______________________________
Raymond M. Morriss, Mayor

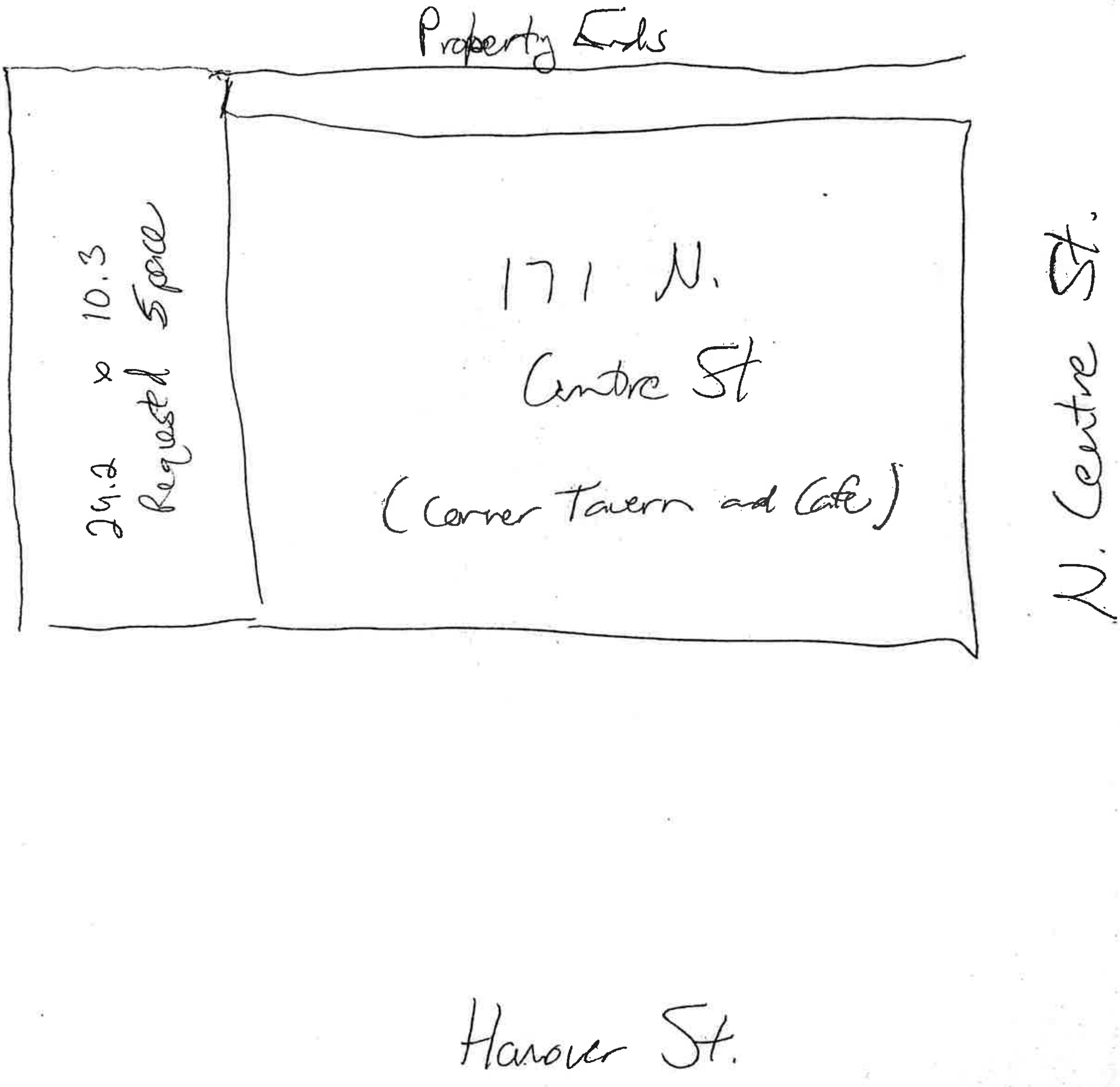
CORNER TAVERN AND CAFÉ

By: (Seal)
Signature

Adam M. Robbotte
Printed name

Owner
Position

____
Witness


Property Ends
24.2 x 10.3
Requested Space
171 N.
Centre St
(Corner Tavern and Cafe)
N. Centre St.
Hanover St.

<u>OUTDOOR DINING LEASE AGREEMENT</u>

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of ___________, 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **CULINARY INNOVATION ASSOCIATES, LLC (DBA Mise En Place)** ("Lessee").

WHEREAS, Lessee operates a restaurant at 30 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

1. **<u>Demise</u>**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 10 feet and length of 20 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **<u>As-Is Condition; No Warranties or Representations</u>.** Except as expressly set forth herein, Lessee accepts the Demised Premises in its as-is where-is condition, with all faults and defects, latent or patent, known or unknown, presently existing or that may arise in the future. The City disclaims all liability and responsibility for any representation, warranty, statement, or information made, communicated, or furnished (orally or in writing) to Lessee or any of its agents, employees or representatives made prior to or following the date of this Agreement unless it is modified as provided for hereinafter.

2. **<u>Term</u>.** The term of this lease shall commence on November 1, 2025, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

8. **Furnishings & Equipment.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. All such furnishings and equipment must be approved by the City before use within said area. Upon the City's request of the City, Lessee shall remove said furnishings and/or equipment from the Demised Premises and store them in a neat and orderly manner.

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

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

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

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

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

14. **Release.** The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential,

whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
John W. McConnell, Jr.
Heather L. McConnell
30 N. Centre Street
Cumberland, MD 21502

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

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

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

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

26. **Jury Trial Waiver**. **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.**

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

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

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and/or federal governments, pertaining to public health concerns, including, but not limited to, pandemics.

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

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: ______________________________
Raymond M. Morriss, Mayor

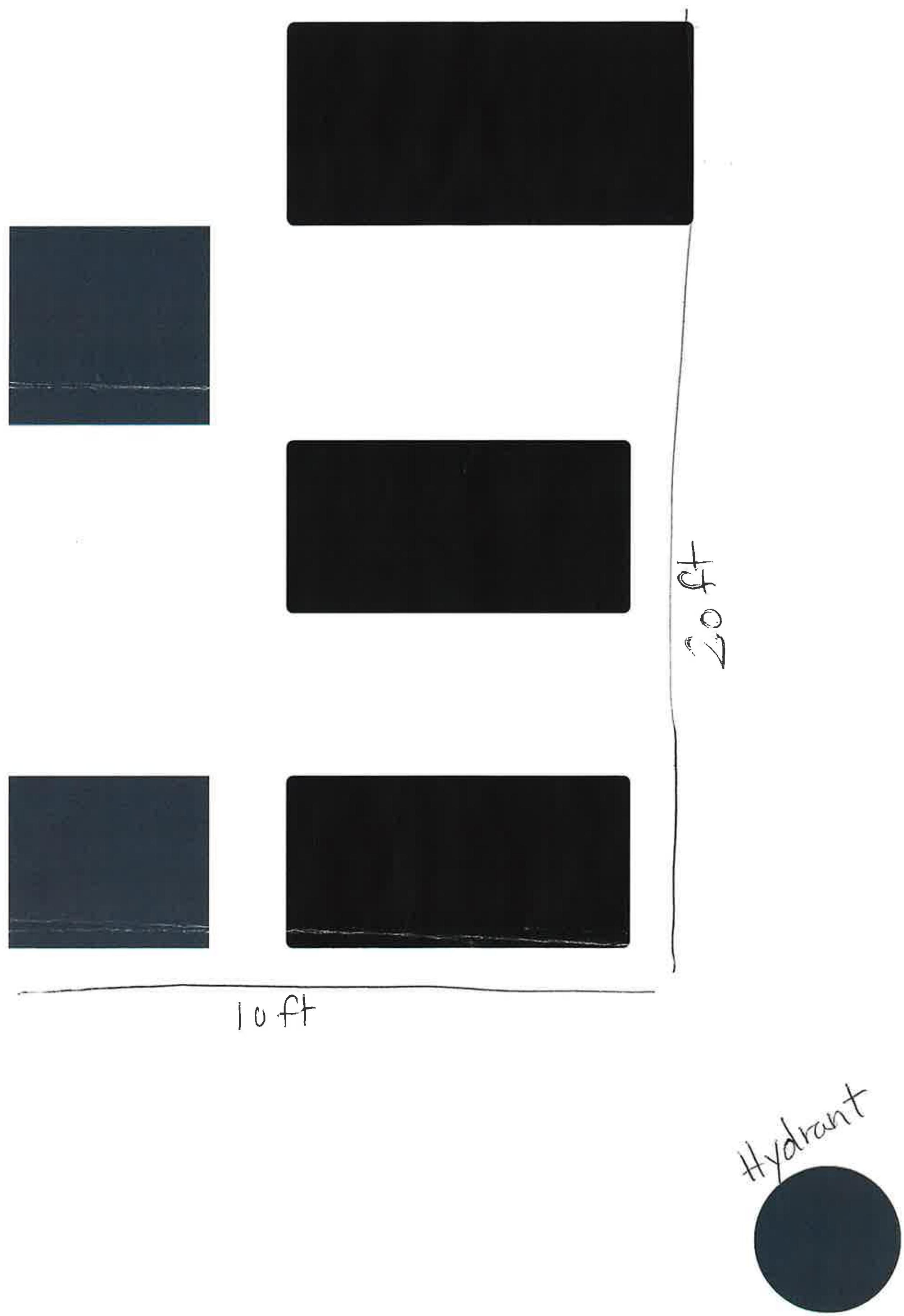
CULINARY INNOVATION ASSOCIATES, LLC
(DBA Mise En Place)

____
Witness

By: ______________________________(Seal)
Signature

John W. McConnell II
Printed name

____
Position
Printed name


20 ft
10 ft
Hydrant

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of ___________, 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **OTTAVIANI's TASTING ROOM, L.L.C.** ("Lessee").

WHEREAS, Lessee operates a restaurant at 27 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

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

2. **As-Is Condition; No Warranties or Representations.** Except as expressly set forth herein, Lessee accepts the Demised Premises in its as-is where-is condition, with all faults and defects, latent or patent, known or unknown, presently existing or that may arise in the future. The City disclaims all liability and responsibility for any representation, warranty, statement, or information made, communicated, or furnished (orally or in writing) to Lessee or any of its agents, employees or representatives made prior to or following the date of this Agreement unless it is modified as provided for hereinafter.

2. **Term.** The term of this lease shall commence on November 1, 2025, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

8. **Furnishings & Equipment.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. All such furnishings and equipment must be approved by the City before use within said area. Upon the City's request of the City, Lessee shall remove said furnishings and/or equipment from the Demised Premises and store them in a neat and orderly manner.

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

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

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

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

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

14. **Release.** The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and

representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Tony Ottaviani
Ottaviani's Tasting Room, L.L.C.
27 N. Centre Street
Cumberland, MD 21502

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

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

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

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

26. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.**

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

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

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and/or federal governments, pertaining to public health concerns, including, but not limited to, pandemics.

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

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: ______________________________
Raymond M. Morriss, Mayor

OTTAVIANI's TASTING ROOM, L.L.C.

By:______________________________(Seal)
Signature

____
Witness

Tony Ottaviani
Printed name

Owner -
Position

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of ___________, 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **RISTORANTE OTTAVIANI, L.L.C.** ("Lessee").

WHEREAS, Lessee operates a restaurant at 25 N. Centre Street, Cumberland, MD 21502;

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

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

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

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

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

2. **As-Is Condition; No Warranties or Representations.** Except as expressly set forth herein, Lessee accepts the Demised Premises in its as-is where-is condition, with all faults and defects, latent or patent, known or unknown, presently existing or that may arise in the future. The City disclaims all liability and responsibility for any representation, warranty, statement, or information made, communicated, or furnished (orally or in writing) to Lessee or any of its agents, employees or representatives made prior to or following the date of this Agreement unless it is modified as provided for hereinafter.

2. **Term.** The term of this lease shall commence on November 1, 2025, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

8. **Furnishings & Equipment.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. All such furnishings and equipment must be approved by the City before use within said area. Upon the City's request of the City, Lessee shall remove said furnishings and/or equipment from the Demised Premises and store them in a neat and orderly manner.

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

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

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

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

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

14. **Release.** The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential,

whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Tony Ottaviani
Ristorante Ottaviani, L.L.C.
25 N. Centre Street
Cumberland, MD 21502

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

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

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

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

26. **Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.**

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

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

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and/or federal governments, pertaining to public health concerns, including, but not limited to, pandemics.

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: ______________________________
Raymond M. Morriss, Mayor

RISTORANTE OTTAVIANI, L.L.C.

____
Witness

By: ______________________________(Seal)
Signature

Tony Ottaviani
Printed name

Owner.
Position

File Attachments for Item:

. Order 27,895 - accepting the proposal from Laurel Auto Group Inc. for one 2025 Ford Police Interceptor vehicle at a cost not to exceed $45,290

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _27,895_ **DATE: __November 18, 2025_**

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

THAT, the proposal from Laurel Ford, 135 Ford Drive, Windber, PA 15963, for the purchase of one (1) 2025 Ford Police Interceptor in the not to exceed amount of Forty Five Thousand Two Hundred Ninety Dollars and No Cents ($45,290.00) be and is hereby approved.

____

Raymond M. Morriss, Mayor

Budget:
001.040.64000

Council Agenda Summary

Meeting Date: November 18, 2025

Key Staff Contact: James R. Pyles, Chief of Police

Item Title: FY26 Laurel Auto Group Inc. Quote for 1 2025 Ford Police Interceptor Vehicle

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

Request to accept the bid from Laurel Auto Group Inc. for one 2025 Ford Interceptor vehicle at a cost of $45,290.00.

Amount of Award:

Budget number: 001.040.64000

Grant, bond, etc. reference:

Prepared for: CITY CUMBERLAND
POLICE
Prepared by: Chuck Jefferson
10/10/2025

Laurel Ford | 135 Ford Drive Windber Pennsylvania | 159632605

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520 | Stock No: ON GROUND | VIN: STOCK 25 PIU

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$49,515.00
Options	-$1,700.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,595.00
Subtotal	$49,410.00

Pre-Tax Adjustments

Code	Description	MSRP
Gov Disc 2	costar 013-056	-$4,120.00
Total		$45,290.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

File Attachments for Item:

. Order 27,896 - approving the hiring of Construction Inspector Jim Wilson to provide onsite technical advice for the Evitts Creek Phase IV - Interceptor Sewer (City Project 06-08-S) on a day to day basis at an hourly rate of $40/hr for up to 1,250 hours, not to exceed $50,000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. **_Order 27,896_** **DATE:** **_November 18, 2025_**

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

THAT, the hiring of James T. Wilson, Construction Inspector for City Project "Evitts Creek Phase IV – Interceptor Sewer" (City Project 06-08-S), to provide onsite technical advice on a day-to-day basis, with a pay rate of Forty Dollars and No Cents ($40.00) per hour, for a total of One Thousand Two Hundred Fifty Hours (1,250) hours on the job, not to exceed Fifty Thousand Dollars and No Cents ($50,000.00), be and is hereby approved.

____

Raymond M. Morriss, Mayor

Budget: 003.399.SS4.63000
City Funds & MDE Grant/Loan

Council Agenda Summary

Meeting Date: 11/18/2025

Key Staff Contact: Matt Idleman, PE

Item Title:

Construction Inspector for Evitts Creek Phase IV – Interceptor Sewer, City Project 06-08-S

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

The City of Cumberland has approval from the Maryland Department of the Environment (MDE) to hired a Construction Inspector to provide onsite technical advice on a day to day basis. The inspector will be paid a rate of $40.00 for a total of 1,250 hours on the job which will be a total of $50,000.00.

Amount of Award: $50,000.00

Budget number: 003.399.SS4.63000

Grant, bond, etc. reference: City Funds & MDE Grant/Loan

September 20, 2025

Mr. Jeffrey F. Silka, City Administrator
City of Cumberland
57 N. Liberty St.
Cumberland, Maryland 21502

Re: WQBL/PF-1086-01L
Evitts Creek CSO Upgrades Phase IV
Interceptor Sewer to the PS
A/E Force Account
Allegany County

Dear Mr. Silka:

This letter is to advise you of our review of the proposed Force Account Statement dated September 12, 2025, for the above referenced project in the amount of $50,000.00.

Based on our review, the force account for daily construction inspection services is approved, and it is eligible for WQSRF loan funding.

Payment reimbursement will be dependent upon your submission of supporting invoices.

If you have any questions regarding this approval, please contact Arjun Singh, Project Engineer at 410-537-3727 or Olubukola Adeyemi, Project Administrator at 410-537-3243.

Sincerely,

Tonya Randall, Chief
Capital Program Contract Division
Water Infrastructure Financing Administration

cc: Arjun Singh / Rajiv Chawla – ECPP
Robert Smith, P.E / Derrik Grimm - City of Cumberland w/encl.

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT

FORCE ACCOUNT STATEMENT

In fulfillment of its commitment under its application, file number ____________

entitled _Evitts Creek Phase IV – Interceptor Sewer to PS_ the _City of Cumberland_
(Organization)
proposes to accomplish the following work by use of its own staff:

Daily construction inspection.

This organization has the following staff, which is capable and qualified to accomplish the proposed force account work described above. The nature of force account staff to be employed and the budget are set forth below:

Salaries:

Job Classification	Name of Employees	Hrs.	Rate	Indirect Costs	Amount
City Inspector	James Wilson	1,250	$40.00	$0	$40.00

Contract Total: $50,000

Other Charges:

N/A

The following information is submitted to demonstrate that the proposed force account tasks can be more economically accomplished through the use of our own employees.

- The A/E Consultant (Gwin, Dobson, and Foreman) submitted a proposal that included construction inspection services. Their cost was $17,500 per month. Assuming four 40-hour weeks per month, this comes out to approximately $109 hourly rate for construction inspection services. As such, the City of Cumberland's Engineering Department has determined that it would be more cost effective to use an in-house employee than to utilize the A/E firm for these services.

It is understood that specific records and accounts will be established for the purposes of accountability and fiscal audit of this project.

- The City inspector will provide full-time on-site technical advice and reporting on a day-to-day basis. This method of inspection will be equal to having the work done by a consultant, but will be substantially less is cost.

Signed: ____________________________

Organization: __City of Cumberland__

Title: _Deputy Director of Engineering__ Date: _9/12/2025__

File Attachments for Item:

. Order 27,897 - authorizing the execution of a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Allegany County Board of Education, Maryland empowering the City, through the City of Cumberland Police Department, to remove disruptive individuals from Board buildings or grounds pursuant to Md. Code Educ. § 26-102(d)(2) when the Principal, Assistant Principal, School Security Employee or Superintendent are not present, effective January 1, 2025 through December 31, 2026

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. ___27,897___ **DATE: __November 18, 2025__**

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

THAT, the Mayor be and is hereby authorized to sign and execute a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Allegany County Board of Education, Maryland empowering the City, through the City of Cumberland Police Department, to remove disruptive individuals from Board buildings or grounds pursuant to Md. Code Educ. § 26-102(d)(2) when the Principal, Assistant Principal, School Security Employee or Superintendent are not present, effective January 1, 2025 through December 31, 2026.

____

Raymond M. Morriss, Mayor

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made this ____day of ___________________, 2025 by and between the Allegany County Board of Education, Maryland (the "Board") and Mayor and City Council of Cumberland (the "City"), a Maryland municipal corporation.

WHEREAS, Section 26-102(b) of the Education Article of the Maryland Annotated Code empowers certain school administrators and school resource officers to deny access to school buildings and grounds to any person who

(1) Is not a bona fide, currently registered student, or staff or faculty member at the institution, and who does not have lawful business to pursue at the institution;

(2) Is a bona fide, currently registered student at the institution and has been suspended or expelled from the institution, for the duration of the suspension or expulsion; or

(3) Acts in a manner that disrupts or disturbs the normal educational functions of the institution

WHEREAS, Section 26-102(d)(2) of the said Education Article authorizes the Board to enter into an agreement with appropriate law enforcement agencies to deny access to the Board's buildings or grounds when certain individuals employed by the Board are not present to make those decisions; and

WHEREAS, the Board seeks to empower the City, through the City of Cumberland Police Department (the "CPD"), to remove disruptive individuals from Board buildings or grounds pursuant to Md. Code Educ. § 26-102(d)(2) when the Principal, Assistant Principal, School Security Employee or Superintendent are not present; and

WHEREAS, the Board and the City agree to enter into this MOU for the aforesaid purposes subject to the hereinafter set forth terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Board hereby empowers the City, though the CPD, pursuant to Md. Code Educ. §26-102(d)(2), to remove disruptive individuals from the Board's buildings and grounds when the Principal, Assistant Principal, School Security Employee or Superintendent are not present.

The Police agree to notify the Board's School Security Coordinator in writing within one business day when an individual is removed and provide a copy of any police report or charges resulting from the incident.

2. **Term of MOU.** This Agreement shall begin on January 1, 2025, and continue through December 31, 2026. This MOU shall renew on a yearly basis thereafter, unless it is terminated earlier. Either party may terminate this MOU at any time by providing no less than thirty (30) days advance written notice to the other. This notice will be effective if given by hand-delivery or first-class U.S. Mail, as follows:

   To the Board:

   Superintendent (presently, Michael J. Martirano)
   Allegany County Board of Education
   110 Washington Street
   Cumberland, MD 21502

   To the City:

   City Administrator (presently, Jeffrey Silka)
   City of Cumberland
   City Hall
   57 N. Liberty Street
   Cumberland, MD 21502

   This notice may also be provided by email sent to the Superintendent or the City Administrator provided the recipient sends a return email acknowledging receipt.

3. **Indemnification**. Except for the gross negligence and willful misconduct of a party, no party shall be responsible or liable to any other party for any loss or damage arising from any claim attributable to any acts or omissions of another party in the execution of this MOU. Nothing in this MOU shall constitute a waiver of any immunity to which either the Board or the Police is entitled.

4. **Maryland Law Prevails.** The law of Maryland shall govern the interpretation and enforcement of this MOU.

5. **Changes**. This MOU may be amended only with the written consent of both parties.

6. **Recitals.** The recitals are incorporated herein.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By:___________________________(SEAL)
Raymond M. Morris
Mayor

ATTEST:

____
Allison Layton, City Clerk

BOARD OF EDUCATION
FOR ALLEGANY COUNTY,
MARYLAND

By:________________________(SEAL)
Michael J. Martirano
Superintendent

ATTEST:

____

File Attachments for Item:

. Order 27,898 - authorizing the execution of a Technical Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not to exceed $20,000 in grant funds to the City to be used for a Real Estate Development Plan to help downtown Cumberland's Revitalization Strategy, and authorizing the City Comptroller to accept these funds

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _27,898_ **DATE: _November 18, 2025_**

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

THAT, the Mayor be and is hereby authorized to execute a Technical Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not to exceed Twenty Thousand Dollars and No Cents ($20,000.00) in grant funds to the City to be used for a Real Estate Development Plan to help downtown Cumberland's Revitalization Strategy; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept these funds.

____

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: November 11, 2025

Key Staff Contact: Melinda Kelleher, Small Business Development & Main Street Manager

Item Title: ***Cumberland Main Street – Strategy for a Vibrant Future***

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

Consider describing in detail 1) what the project / purchase / contract/ presentation, etc. entails; 2) what funding will be used; 3) whether the project, etc. is budgeted for this fiscal year or what other funding will apply; 4) if sole source, how the purchase qualifies under the code provisions; 5) benefits to City; 6) timeline, etc.

Cumberland Main Street has been awarded a $20,000 Technical Assistance Grant (TAG) from the Maryland Department of Housing and Community Development (DHCD). There is no match required for this grant.

The funds will be used for consulting services from Downtown Redevelopment Services for a Real Estate Development Plan to help with downtown Cumberland's Revitalization Strategy. The study will include:

- Market and Demographic Analysis
- Downtown Property Assessment and Programming
- Redevelopment Concepts and Final Plan

The area covered for this grant is the current Main Street footprint and an extended area down North Centre Street to Southern States and back up Mechanic Street to Baltimore Street. This plan is the next natural step following the completion of the Baltimore Street revitalization project to help us continue our downtown redevelopment trajectory (quote with details attached).

We expect the consulting work to begin in early 2026 and be completed by late summer 2026.

Amount of Award: $20,000

Budget number:

Grant, bond, etc. reference:

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

WES MOORE
Governor

ARUNA MILLER
Lt. Governor

JACOB R. DAY
Secretary

JULIA GLANZ
Deputy Secretary

October 10, 2025

Jeffrey Silka
City Administrator
Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, MD 21502

Dear Mr. Silka:

On behalf of Governor Wes Moore and Lieutenant Governor Aruna Miller, it is my pleasure to inform you that your FY2026 Operating Assistance Grant through the Technical Assistance Grant Program has been awarded funds in the amount of $20,000.00.

The Maryland Department of Housing and Community Development is committed to the success of our many cities and towns across Maryland. Technical Assistance Grants are an effective way for local governments, development corporations, and nonprofits to achieve their community revitalization and economic development goals.

This award is conditioned upon your organization meeting the requirements of the Operating Assistance Grant and the execution of an award agreement with the department. Program staff will be in contact with your office soon to discuss this matter in more detail.

Again, congratulations on your award and thank you for providing valuable services in your community. If you require further assistance regarding this matter, please contact Alyssa Clemons by e-mail at alyssa.clemons@mayland.gov.

Sincerely,

Jacob R. Day
Secretary

cc: Kari Snyder, Director, Community and Economic Development Partnerships
Christine McPherson, Assistant Director, Community and Economic Development Partnerships

To:
Cumberland Main Street
ATTN: Melinda Kelleher, Small Business Development and Main Street Manager
57 N Liberty Street
Cumberland, MD 21502

From:
Downtown Redevelopment Services, LLC
101 North Park Way
Ravenna, OH 44266

Re: Real Estate Development Plan – Downtown Cumberland Revitalization Strategy

Downtown Redevelopment Services (DRS) is pleased to submit this cost proposal to support the City of Cumberland's revitalization goals through a targeted Real Estate Development Plan. This plan will identify and evaluate redevelopment opportunities in downtown Cumberland by combining demographic and market analysis, property-specific assessments, and strategic site concepts. Our work will focus on identifying feasible, market-supported uses for underutilized properties that can serve as catalysts for broader economic activity. The effort will be completed across late 2025 and early 2026 to allow for thorough evaluation and thoughtful recommendations.

Task 1 - Market and Demographic Analysis

We will define a trade area for downtown Cumberland and analyze demographic, housing, workforce, and consumer characteristics. This task establishes the foundation for identifying feasible redevelopment uses based on real demand and spending patterns.

- Use ACS, Claritas, CoStar, and ESRI Business Analyst data to evaluate trends in population, income, housing, and employment.
- Conduct a concise gap and leakage analysis by NAICS code to identify unmet demand in the restaurant and retail sectors. Data will also be used to conduct absorption/opportunity analyses for housing and services.
- Estimate market potential for square footage and housing units by type.
- Identify demand drivers and barriers unique to the Cumberland region.
- Deliverable: Market Opportunity Memo with visualized data, trade area map, and summarized insights

Task 2 – Downtown Property Assessment and Programming

We will evaluate the physical and market-readiness conditions of underutilized properties and identify those with the highest redevelopment potential.

- Conduct one (1) three-day site visit to assess the public realm, property access, visibility, and walkability for site assessments and the purpose of making recommendations for realigning the Main Street boundary, not the historic district boundary.

- Conduct up to 5 individual and small-group stakeholder interviews with property owners, real estate professionals, and potential investors. Client will make the connection and set the meetings.
- Inventory vacant, underused, and transitional parcels through a parcel-by-parcel analysis and map.
- Evaluate property access, infrastructure, zoning, parcel and building sizes, ownership, and adjacency to assets, using only publicly available GIS data.
- Identify up to 5 catalyst properties that can anchor downtown revitalization, and provide written recommendations on their utilization, using precedent imagery to visualize the recommendations.
- Prepare a building-by-building use programming study, recommending a mix of uses and site strategies that align with demand, local priorities, and feasibility.
- Deliverable: Downtown Property Assessment Matrix and Map, including property visuals, notes, and key considerations

Task 3 – Redevelopment Concepts and Final Plan

DRS will integrate findings into a graphically rich, brief, actionable final report that communicates strategic priorities and redevelopment pathways.

- Provide recommendations for realigning the Main Street boundary based on future growth opportunities.
- Present the final deliverable in a highly visual, succinct report, compiling key elements and graphics from the previous tasks.
- Deliverable: Final Real Estate Development Plan including strategy overview, maps, concept summaries, and implementation guidance

Cost Proposal

Task 1	$6,000
Task 2	$7,000
Task 3	$7,000
Not to Exceed Total	$20,000

File Attachments for Item:

. Order 27,899 - authorizing the City Administrator to sign and execute all Community Development Block Grant (CDBG) Subrecipient Agreements by and between the Mayor and City Council and the Allegany Museum

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. ___27,899___ **DATE: _November 18, 2025__**

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

THAT, the City Administrator be and is hereby authorized to sign and execute all Community Development Block Grant (CDBG) Subrecipient Agreements by and between the Mayor and City Council and the Allegany Museum.

____

Raymond M. Morriss, Mayor

SUBRECIPIENT AGREEMENT* XX25.012

AGREEMENT BETWEEN Mayor and City Council of Cumberland
AND
Allegany Museum,
FOR
3 Pershing Street, Allegany Museum, HVAC and Asbestos Removal Rehabilitation

THIS AGREEMENT, entered this 4th day of November, 2025 by and between Mayor and City Council of Cumberland (herein called the "Grantee") and Allegany Museum (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2025 funds for 3 Pershing Street, Allegany Museum Rehabilitation in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program: See Attachment "City of Cumberland Sub Recipient Contract/Labor Mandatory Meeting Checklist"

Program Delivery

This project includes the replacement of the existing air conditioning systems (window air conditioners) on the second and third floors of the buildings with a variable refrigerant flow heat pump system.
All new HVAC systems will be complete, functional systems with required mechanical and electrical components required per manufacturer's recommendations and per local codes and standards.

Removing and/or encapsulating all identified asbestos in the basement classroom areas.

Second Floor @ 8,400 SF

- Remove and properly dispose of (13) existing "window unit" air conditioners. Recover and recycle refrigerant charge per EPA guidelines. Send chassis to scrap/salvage yard.

- Infill the holes left from window air conditioners with aluminum or galvanized insulated panels painted to match existing building exterior window panels. Caulk/flash new panels for water-tight finished assembly.
- Add (2) 14-TON "LG Multi-V I" variable refrigerant flow heat pump systems to serve the second floor. Outdoor heat pumps will be located on the roof. Approximate locations shown on attached drawings with "HP"
- Install (15) "LG Multi-V I" wall mounted air handling units in rooms where window air conditioners were removed. Approximate locations indicated with an "AHU" on attached drawings.
- Install wall-mounted controller/thermostat for each new air handling unit. Locations indicated with a "T" on attached drawings. Thermostats located in common areas (hallways, etc.) shall be provided with locking covers.
- Route refrigerant piping, wiring, and electrical through new vertical and horizontal chases up to the ceiling space above the second floor. Chases to be constructed with wood furring and drywall and painted to match existing interior finishes. Remove/reuse existing wood moldings. Where needed, replicate existing wood moldings.
- Install (5) "LG Multi-V I" refrigerant distribution units in the ceiling space above the second floor. Approximate locations shown on the attached drawings with "HRU". Provide and install ceiling-mounted access doors to facilitate future access and service. Approximate location of access door shown on the attached drawings with "AD".
- Install (6) wall-mounted electric heaters in ancillary spaces (stair wells, restrooms rooms, etc). Approximate locations shown on the attached drawings with "EH".

Third Floor- @9,600 SF

- Remove and properly dispose of (18) the existing "window unit" air conditioners. Recover and recycle refrigerant charge per EPA guidelines. Send chassis to scrap/salvage yard.
- Infill the holes left from window air conditioners with aluminum or galvanized insulated panels painted to match existing building exterior window panels. Caulk/flash new panels for water-tight finished assembly.
- Add (2) "LG Multi-V I" 14-TON variable refrigerant flow heat pump systems to serve the second floor. Outdoor heat pumps will be located on the roof. Approximate locations shown on attached drawings with "HP"
- Add (1) "LG Multi-V I" 4-TON variable refrigerant flow heat pump system to serve mezzanine level. Approximate locations indicated with an "HP" on attached drawings.

- Install (18) “LG Multi-V I” wall mounted air handling units in rooms where window air conditioners were removed. Approximate locations indicated with an “AHU” on attached drawings.
- Install (1) “LG Multi-V I” ducted style air handling unit for the mezzanine level. Approximate locations indicated with an “AHU” on attached drawings.
- Install wall-mounted controller/thermostat for each new air handling unit. Locations indicated with a “T” on attached drawings. Thermostats located in common areas (hallways, etc.) shall be provided with locking covers.
- Route refrigerant piping, wiring, and electrical through new vertical and horizontal chases up to the ceiling space above the second floor
- Install (6) refrigerant distribution units in the ceiling space above the second floor. Approximate locations shown on the attached drawings with “HRU”. Provide and install ceiling-mounted access doors to facilitate future access and service. Approximate location of access door shown on the attached drawings with “AD”.
- Install (4) wall-mounted electric heaters in ancillary spaces (stair wells, restrooms rooms, etc.). Approximate locations shown on the attached drawings with “EH”.

First and Third Floor Ballroom

- Replace the existing air-cooled water chiller, located on grade on the South side of the building, with an “LG KCH” series inverter driven heat pump water chiller. The chiller serves the first floor and second floor ball room.

Second and Third Floor Dehumidifiers

- Install (2) standalone dehumidifiers on second and third floors (4 units total). Dehumidifiers for the second floor will be installed in the existing mechanical hallway behind the ballroom with ductwork and grilles extended into the corridor. Dehumidifiers for the third floor will be mounted in the ceiling space with duct work extended to ceiling grilles. Approximate locations shown on the attached drawings with “DH”. Install ductwork and grilles sized per manufacturer’s guidelines. Coordinate grille location and appearance with owner.

Steam Radiators

-Remove all steam radiators throughout the building and cap steam lines. Paint/patch walls/floors as needed behind/around radiators to match existing wall finishes. This

includes basement, first, second, third floors, and mezzanine. Decommission existing steam boiler per manufacturer's decommissioning & long-term storage recommendations. Typical of (53) radiators throughout the building.
Basement Location

Assess extent of asbestos contaminated piping and asbestos floor tiles in the basement area.

Removal and disposal of asbestos containing materials located in all areas to the right side of basement corridor: removal and disposal of asbestos pipe and fitting insulation. Removal and disposal of asbestos containing material of the floor tiles. Removal and disposal of asbestos containing materials located on the left side corridor beyond project area including remainder of hallway pipe insulation. Setting up a negative pressure containment to remove and dispose of carpet, asbestos floor tiles, asbestos pipe and fitting insulation. Abatement must be completed by a Maryland -licensed, EPA -certified asbestos abatement contractor. This abatement must follow all established protocol for MDE notification prior to the work and must follow all established Federal, State, and local regulations in completing the abatement activities.
-work practices to conform with all applicable regulations and the recommendations/requirements of the Maryland Department of Planning Clearinghouse Letter
-notifications sent to regulatory agencies
-personal air monitoring as required by OSHA
-debris properly packaged and labeled for legal disposal
-include final report documentation

Sub recipient shall follow contract requirements as set forth in the HUD form 4010 attached to this agreement with dated wage rates. All of which shall be incorporated in contract agreements for demolition and construction. Follow appropriate procurement guidelines as specified by the State of Maryland and approved by ARC staff regarding procurement, HUD 4010, Section 3 requirements, Debarment (contractor(s) certification, and Build America, Buy America requirements. Please be aware of current contracts and the wages associated with those contracts. Please work closely with Senior Community Development Specialist and ARC staff to ensure compliance. Certification of clearance of asbestos by MDE is required prior to expenditure of CDBG funds.

General Administration

National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight;

or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.*

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet LMA, . Public service to low/mod income persons qualified by HUD's low-mod income guidelines as outlined by Census data for surrounding area.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Activity	Total Units/Year
HVAC Rehabilitation and Asbestos Removal	1 public facility

D. Staffing

Vic Rezendes, Vice President Administration, Allegany Museum, will carry out the activity.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Subrecipient may be required to return funds drawn if found to be in violation of this agreement causing use of funds to be in-eligible.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 4th day of November 2025 and end on the 15th day of April , 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount:
Construction project costs	$249, 040
TOTAL CDBG	$249,040

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $249,040. Drawdowns for the payment of eligible expenses shall be made against the line- item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line- item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representative: Lee Borror

VI. SPECIAL CONDITIONS **See Addendum Environmental Review and Approval-do not begin any choice limiting actions until notified of HUD's Release of Funds for this project. This activity is classified as Categorically Excluded Subject To Section 58.5 and funds have not been released. This contingency must accompany bid documents. No choice limiting actions may occur prior to HUD's release of funds.**

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, he Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller

General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report QUARTERLY, all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. (at least QUARTERLY)

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the
requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

1. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of

1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. <u>"Section 3" Clause</u>

a. <u>Compliance</u>

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Addendum: Construction must remain in compliance with the Maryland Department of Planning letter dated October 27, 2025. Please provide documentation of consideration of any "comments" as listed in this letter to the City of Cumberland to forward to HUD and Maryland DHCD (please read carefully) and to comply with Labor Standards as described in the addendum titled Chapter 16 Labor Standards (please see Dona Sorce for details before rehabilitation). *Agree to provide any lead paint and radon testing and documentation which may be necessary. In terms of bid package, please refer to the addendum "Federal Labor Standards Provisions", HUD form 4010, the Federal wage rate as of the date of this contract must be rechecked no longer that 10 days prior to entering into a contract.*

Law, Authority, or Factor	Mitigation Measure
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	*Follow MDE Requirements for asbestos abatement and provide all required reports as well as final asbestos clearance for areas described within the scope of work. MD requirements for lead-based paint disturbance must be treated with proper techniques/procedures to be in compliance with applicable EPA regulations. Always implement proper PPE for impacted workers involved.*
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Maryland Department of Planning letter dated October 27, 2025. MHT Easement Committee - Follow applicable recommendations.
MDE Environmental Clearinghouse Project	Comments (MD20250926-0629) Responses 1-5 as applicable. See MDE attachments to letter dated November 3, 2025. All applicable comments will be a condition of the contract any subcontracts to perform asbestos abatement and HVAC renovation rehabilitation per the project description.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Provide evidence of lead-based paint clearance regarding the Sample #LAM-3 (vault area hall/wall/eggshell) which was found to have a lead concentration of 1.2% lead by weight and would be considered to be LBP noted as a finding from Allegheny Mountain Research, Inc. Lead Based Paint Testing/Allegany Museum/Basement area report dated November 7, 2022. Follow the guidance provided therein labeled LBP summary "there could be other locations of LBP in the work area and the contractor should always practice the minimizing and containment of dust generated from painted surfaces that are being affected by construction activities. Proper PPE for impacted workers involved should also always be implemented. Follow and document all MDE requirements for any lead-based paint disturbance which must be treated with proper techniques/procedures to be in compliance with EPA regulations. Always implement proper PPE for impacted workers involved.

XVI. 2025 HUD ADDENDUM

Date: November 4, 2025

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Mayor and City Council of Cumberland

By_______________________________
Jeffrey F. Silka, CITY ADMINISTRATOR

Allegany Museum

By_______________________________

Title Vice President Adm

Attest_______________________________
CITY CLERK

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

(a) Environmental Review and Approval:

i. In accordance with 24 C.F.R. Part 58.22, **Sub recipient** agrees to refrain from undertaking any physical activities or choice limiting actions until the **City of Cumberland** has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

ii. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the **City of Cumberland**'s determination to proceed with, modify, or cancel the project based on the results of the environmental review.

iii. **Sub-recipient** agrees to abide by the special conditions, mitigation measures or requirements identified in the **City of Cumberland**'s environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

iv. Until the **City of Cumberland** has approved the environmental review for the project, neither **Sub-recipient** nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

v. **Sub-recipient** agrees to provide the City of Cumberland with all available environmental information about the project and any information which the **City of Cumberland** may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the **City of Cumberland's** opinion is needed to fulfill its obligations under HUD environmental requirements.

vi. **Sub-recipient** agrees to advise the **City of Cumberland** of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

City of Cumberland

CDBG : Sub Recipient Contract/Labor Mandatory Meeting Checklist

Project Name: Allegany Museum – HVAC & Asbestos Removal

Project Number: XX25.012

1/23/25 Mandatory Technical Assistance January/February Meeting

*Explanation of Rehab/ Construction Information /Procurement process submitted or City process

9/19/25, 9/25/25 Awardee Mandatory Summer Meeting: Overview of contract requirements

11/4/25 Subrecipient/City Contract Execution Meeting 11/4/25 ✓

Provide City/Sub Recipient Contract

Subrecipient Responsibilities Below: Submissions to Lee Borror **and** Dona Sorce or Justin Fair, emails at bottom or 57 N. Liberty Street, Cumberland, Maryland 21502

11/4/25 Received attached 4010 and the Wage rates (as of Contract Execution Meeting) pulled 10/29/25, Decision # MD20250081 03/14/2025, "Building"

11/4/25 Received your timeline: wage rate date 10/29/25

(if needed) Revised wage date ________ 10 days prior ________

_____ Build America/Buy American (Required) ________ Reviewed/Approved Justin

_____ Section 3 (Required) ______ Meeting ________ Reviewed/Approved Justin

_____ Submit Copy of Bid Ad, process description, bidder meeting date ________ LB____

_____ Submit Copy of the Bid chosen for award , method explanation, with Date of Bid Opening

_____ Submit Executed Copy of Contractor/Subrecipient Contract (not past, 10 days prior)

_____ Submit ASBESTOS permit application with all documents required for it

_____ SAM debarment clearance documented

_____ Submit Notice to Proceed Date______________

KHA _____ Email Job Start Date with a Project Timeline ** Date_______________

_____ Submit Certified Payrolls weekly, beginning with Job Start Date through Job Completion

_____ Conduct Job Site Interviews (HUD 11 Completed by SUB RECIPIENT for City Staff Approval); provide with each invoice

_____ Email Date of Completion (last day of any work on site) Date____________

______ Provide all required ASBESTOS clearance reports/documentation

** No partial payments until this part of the process is complete

At most current wage rates must be pulled/reviewed from SAM.gov for any updates/changes before the Contractor/Subrecipient Contract is not executed (signed) to ensure the current wage rates are incorporated into the Contractor /Subrecipient Agreement/Contract. If there is no change in rates, the most recent wage rate documentation must be in the Contractor/Subrecipient Contract at time of execution.

Sign____

By signing I understand that failure to follow procedure listed above or failure to comply with any requirements listed in the HUD 4010, may delay reimbursements requested and/or may result in re-capture of CDBG funding.

Lee Borror, Senior Community Development Specialist, 301 759-6437, lee.borror@cumberlandmd.gov

Allegany Museum
XX25.012

Pulled 10/29/25

"General Decision Number: MD20250081 03/14/2025

State: Maryland

Construction Type: Building

County: Allegany County in Maryland.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	� Executive Order 14026 generally applies to the contract. � The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	� Executive Order 13658 generally applies to the contract. � The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	03/14/2025

SAMD2024-025 12/01/2024

	Rates	Fringes
BALANCING TECHNICIAN............	$ 47.92	24.44

BRICKLAYER	$ 33.46	25.04
CARPENTER	$ 30.25	22.00
ELECTRICIAN	$ 38.89	20.12
ELEVATOR MECHANIC	$ 56.36	45.50
FIRESTOPPER	$ 29.81	10.08
GLAZIER	$ 35.60	14.41
INSULATION WORKER	$ 40.02	19.92
IRONWORKER, REINFORCING	$ 30.69	24.40
IRONWORKER, STRUCTURAL	$ 30.69	24.40
LABORER		
AIR TOOL OPERATOR	$ 23.99	22.70
ASPHALT PAVER	$ 23.99	22.70
ASPHALT RAKER	$ 23.81	22.70
BLASTER - DYNAMITE	$ 23.99	22.70
BURNER	$ 23.99	22.70
COMMON	$ 23.81	22.70
CONCRETE PUDDLER	$ 23.81	22.70
CONCRETE SURFACER	$ 23.99	22.70
CONCRETE TENDER	$ 23.81	22.70
CONCRETE VIBRATOR	$ 23.81	22.70
DENSITY GAUGE	$ 23.81	22.70
FIREPROOFER - MIXER	$ 23.81	22.70
FLAGGER	$ 23.81	22.70
GRADE CHECKER	$ 23.81	22.70
HAND ROLLER	$ 23.81	22.70
HAZARDOUS MATERIAL HANDLER	$ 23.99	22.70
JACKHAMMER	$ 23.81	22.70
LANDSCAPING	$ 23.81	22.70
LAYOUT	$ 23.81	22.70
LUTEMAN	$ 23.81	22.70
MASON TENDER	$ 23.99	22.70
MORTAR MIXER	$ 23.81	22.70
PIPELAYER	$ 23.99	22.70
PLASTERER - HANDLER	$ 23.81	22.70
SCAFFOLD BUILDER	$ 23.99	22.70
TAMPER	$ 23.81	22.70
MECHANICAL SYSTEMS SERVICE TECH		
HVAC Systems	$ 36.78	19.28
Plumbing Systems	$ 36.78	19.28
Refrigeration Systems	$ 52.27	24.78
MILLWRIGHT	$ 35.82	20.01
PLUMBER	$ 36.78	19.28
POWER EQUIPMENT OPERATOR		
BACKHOE	$ 36.02	16.70
BULLDOZER	$ 36.02	16.70
CONCRETE PUMP	$ 36.02	16.70
CRANE	$ 36.62	16.70
DRILL - RIG	$ 36.02	16.70
EXCAVATOR	$ 36.02	16.70
FORKLIFT	$ 36.02	16.70

LOADER	$ 36.02	16.70
MECHANIC	$ 36.02	16.70
OILER	$ 36.02	16.70
ROLLER - EARTH	$ 36.02	16.70
SKID STEER (Bobcat)	$ 36.02	16.70
VACUUM TRUCK	$ 37.50	14.85
ROOFER/WATERPROOFER	$ 30.00	17.46
SHEETMETAL WORKER (including metal roofing)	$ 31.37	24.69
STEAMFITTER/PIPEFITTER	$ 36.78	19.28

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==

END OF GENERAL DECISION"

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**
   i. **Withholding requirements**
   The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
   ii. **Priority to withheld funds**
   The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
      A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
      B. A contracting agency for its reprocurement costs;
      C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
      D. A contractor's assignee(s);
      E. A contractor's successor(s); or
      F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
3. **Records and certified payrolls**
   i. **Basic record requirements**
      A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
      B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
      C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

   i. **Apprentices**

      A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

      B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

      C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

      D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

   ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

MDE Comments for Environmental Clearinghouse Project MD20250926-0629

Response Code: R-1

1. If the applicant suspects that asbestos is present in any portion of the structure that will be renovated/demolished, then the applicant should contact the Community Environmental Services Program, Air and Radiation Management Administration at (410) 537-3215 to learn about the State's requirements for asbestos handling.
2. Construction, renovation and/or demolition of buildings and roadways must be performed in conformance with State regulations pertaining to "Particulate Matter from Materials Handling and Construction" (COMAR 26.11.06.03D), requiring that during any construction and/or demolition work, reasonable precaution must be taken to prevent particulate matter, such as fugitive dust, from becoming airborne.
3. During the duration of the project, soil excavation/grading/site work will be performed; there is a potential for encountering soil contamination. If soil contamination is present, a permit for soil remediation is required from MDE's Air and Radiation Management Administration. Please contact the New Source Permits Division, Air and Radiation Management Administration at (410) 537-3230 to learn about the State's requirements for these permits.
4. Any solid waste including construction, demolition and land clearing debris, generated from the subject project, must be properly disposed of at a permitted solid waste acceptance facility, or recycled if possible. Contact the Solid Waste Program at (410) 537-3315 for additional information regarding solid waste activities and contact the Resource Management Program at (410) 537-3314 for additional information regarding recycling activities.
5. The Resource Management Program should be contacted directly at (410) 537-3314 by those facilities which generate or propose to generate or handle hazardous wastes to ensure these activities are being conducted in compliance with applicable State and federal laws and regulations. The Program should also be contacted prior to construction activities to ensure that the treatment, storage or disposal of hazardous wastes and low-level radioactive wastes at the facility will be conducted in compliance with applicable State and federal laws and regulations.

Section 3 Clause

ALL CONSTRUCTION CONTRACTS SHALL INCLUDE THE FOLLOWING CLAUSE

A. The work to be performed under this contract is subject to Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) ("Section 3"). The purpose of Section 3 is to ensure, to the greatest extent feasible, that employment and other economic opportunities are made available to low and very low income persons as a result of projects funded through specific programs of the U.S. Department of Housing and Urban Development (HUD). The applicable regulations are found at 24 CFR Part 75 (the Section 3 Regulations). The terms "Section 3 Workers," "Section 3 Business Concerns," and "YouthBuild Programs" as used herein have the meanings specified in the Section 3 Regulations. Section 3 Project refers to the project that is the subject of this contract, and "Section 3 Clause" refers to this Section 3 Clause.

B. The parties to this contract agree to comply with the Section 3 regulations and with the requirements of the Maryland Department of Housing and Community Development (DHCD) (the "DHCD Requirements" and, together with the Section 3 Regulations, the "Section 3 Requirements") and certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Requirements.

C. The contractor agrees, to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, to provide employment and training opportunities (for any vacant positions) to Section 3 Workers, in the following priority where feasible: to low and very low income persons in the service area or neighborhood of the Section 3 Project, and to participants in YouthBuild Programs.

D. The contractor agrees, to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 Workers, in the following priority where feasible: to Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing in the service area or neighborhood of the Section 3 Project, and to YouthBuild Programs.

E. The contractor agrees to include this Section 3 Clause in every subcontract subject to Section 3 and agrees to take appropriate action upon a finding that the subcontractor is in violation of the Section 3 Requirements. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Section 3 Requirements.

F. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (1) a minimum number and job titles to hire; (2) availability of apprenticeship and training positions; (3) the qualifications for each; (4) the name and location of the person(s) taking applications for each of the positions; and (5) the anticipated date the work shall begin.

G. The contractor agrees to obtain Section 3 Worker certification forms from (1) all existing employees that will or may work on the project; and (2) from persons hired to work on the project.

H. The contractor agrees to notify Section 3 Businesses Concerns about the availability of new contracting opportunities created as a result of the Section 3 Project.

I. The contractor agrees to provide a written narrative regarding all efforts to comply with Section 3.

J. The contractor agrees to maintain records documenting employees who qualified as Section 3 Workers that were hired to work on previous Section 3 projects that were retained by the contractor for subsequent Section 3 projects.

K. The contractor agrees to notify subcontractors that are associated with the Section 3 Projects about the Section 3 Requirements and include this Section 3 Clause in its entirety in every awarded subcontract.

L. The contractor agrees to impose sanctions upon any subcontractor that has violated the requirements of this Section 3 Clause in accordance with DHCD's policies and procedures.

M. The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by DHCD.

N. Non-compliance with the Section 3 Requirements may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD funded projects and contracts.

O. The Section 3 Regulations are hereby incorporated into this Section 3 Clause, and to the extent there is any conflict between this Section 3 Clause and the Section 3 Regulations, the Section 3 Regulations shall control.

Contractor Name	Contractor Signature	Date
Subcontractor Name	Subcontractor Signature	Date
Subcontractor Name	Subcontractor Signature	Date
Subcontractor Name	Subcontractor Signature	Date

Add page for additional subcontractors

Contractor Statement of Assurances and Certifications

The contractor hereby assures and certifies that he/she will comply with the following requirements in the event that this bid is accepted. The contractor:

1. has reviewed the Federal Labor Standards Provisions, **Form HUD-4010**, and agrees to abide by all of the requirements, as they apply to the contract at hand;
2. will take reasonable steps to comply with the Section 3 provisions as they relate to hiring new workers and/or businesses for all contracts in excess of $100,000 - 24 CFR § 135.32;
3. assures that if the contract exceeds $10,000, reasonable steps will be taken to comply with the Equal Employment Opportunity provisions;
4. will take reasonable steps to procure products and materials that are produced or assembled in America;
5. will assure that, if the Buy America, Build America Act (BABAA) applies, the contract work will comply with BABAA requirements, as identified in the bid documents or by the project owner,
6. has not been declared ineligible from receiving Federal contracts during the past three years;
7. will comply with the Immigration Reform and Control Act of 1986 (IRCA) stipulating that the only persons who can be employed under the contract are persons that may legally work in the United States. The contractor is responsible for verifying the eligibility of all workers to be employed in the United States;
8. has no personal or business relationship with any employee, officer or elected official of the CDBG grant recipient, subrecipient or developer organization, which has the potential to result in a conflict of interest. Such relationships include marriage, domestic partnership or business or professional relationship with an employee, agent, consultant, officer, elected or appointed officer of the CDBG grantee;
9. has not used federal funds to influence, or attempt to influence an officer or employee of any agency, member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
10. will provide access to the grantee, the State of Maryland, HUD, the subrecipient, developer, the Controller General of the U.S. , or their duly authorized representative any books, documents, papers, or records for the purpose of audit or examination;
11. will comply with all environmental standards, orders, or requirements under Clean Air Act, Clean Water Act, EO 11738, and EPA regulations for contracts, subcontracts and subcontracts greater than $100,000;
12. will comply with all other reporting requirements and regulations as provided in the contract; and
13. will require compliance with these assurances and certifications of any subcontractor procured under this contract.

______________________	______________________	______________________
Contractor Name	Contractor Signature	Date
______________________	______________________	______________________
Subcontractor Name	Subcontractor Signature	Date

File Attachments for Item:

. Order 27,900 - awarding increments of the Choose Cumberland Relocation Package grant to both Kai Langlie and Jaroslav (Yadi) Candler in an amount not to exceed $20,000 (City match $10,000, Grant $10,000) each, with the cumulative programmatic City amount not to exceed $100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. ___27,900___ **DATE: _November 18, 2025__**

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

THAT, increments of the Choose Cumberland Relocation Program funds be and are hereby approved for distribution to the individuals listed in an amount not to exceed Twenty Thousand Dollars and No Cents ($20,000.00) per individual (City match $10,000, Grant $10,000) and a cumulative programmatic City amount not to exceed One Hundred Thousand Dollars and No Cents ($100,000.00); and

BE IT FURTHER ORDERED THAT, this program utilizes grant funds previously received from the Maryland Department of Housing and Community Development and requires the grantees to meet the program requirements specified in the attached document.

- Kai Langlie
- Jaroslav (Yadi) Candler

____

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: *11/18/25*

Key Staff Contact: *Ruth Davis - Rogers*

Item Title: *Choose Cumberland Relocation Package*

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

Two more finalists for the Choose Cumberland Relocation Package

Award: *Community Legacy-2024-Cumberland-00226*
Choose Cumberland Relocation and Renovation Package

Amount of Award: $100,000 *($10,000 per awardee)*

First round of Finalists (one award per household/family):

- Kai Langlie
- Jaroslav (Yadi) Candler