



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 St., Cumberland MD 21502

DATE: May 06, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Recognition of the Baltimore Street Project Workgroup for the Baltimore Street Revitalization Project being awarded two State awards

Proclamations

1. Proclaiming May 2025 as Historic Preservation Month in Cumberland

Director's Reports

(A) Police

1. Police Department Monthly Report for March 2025

(B) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer Monthly Reports for April 2025

Approval of Minutes

1. Approving the Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes of April 15, 2025 and the Open Work Session Minutes of April 22, 2025

Public Hearings

1. A third public hearing for the 2025-2029 Community Development Block Grant (CDBG) Consolidated Five Year Plan/2025 Annual Action Plan accompanied by mention of the proposed Substantial Amendment #1 04112025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 4008 (*2nd and 3rd readings*) - authorizing the execution of a first amendment to the Infill Development Agreement with Teabow Residential, LLC for the purpose of amending the agreement dated April 2, 2024 for the purpose of extending certain deadlines, changing the permitted use of 252 E. Elder St, altering the remedies available in the event of a default, increasing the number of dwelling units and other incidental matters

New Business

(A) Resolutions

1. R2025-05 (*1 reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the 2025-2026 tax year, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland

(B) Orders (Consent Agenda)

1. Order 27,703 - executing a donation agreement between the Mayor and City Council and 5 National Hwy, LLC for the donation of the parcel of real property at 491 Baltimore Avenue and the improvements thereon, if any, to the City, and accepting the deed effecting the transfer of said property
2. Order 27,704 - granting the City's attorneys and the City Solicitor the authority to consent to changes to the draft of the Fourth Amended and Restated Tolling Agreement with CSX Transportation, Inc. which they believe to be in the best interest of the City
3. Order 27,705 - approving a Historic District Tax Incentive Program credit and assessment freeze for property at 305 Washington St. (Tax No. 06-042007) owned by Hemlock Leasing LLC, based on total eligible project costs of \$81,390 for a Property Tax Credit of \$8,139 valid for 5 years and a Property Tax Assessment Freeze for 3 years
4. Order 27,706 - authorizing the execution of an agreement with SADA Systems, Inc., for one year of Virtru Encryption Services for Google Mail/Drive in the not to exceed amount of \$28,887.07
5. Order 27,707 - authorizing the renewal to the MOU with the Maryland Department of Information Technology for the renewal of the Maryland State Fiber Internet Service currently serving the City at a cost not to exceed \$56,000 per year for a term of five years with automatic five year renewals
6. Order 27,708 - accepting the 2025 Analysis of Impediments to Fair Housing Choice in the City of Cumberland, which provides findings and a potential plan of action to determine how Community Development Block Grant Program (CDBG) funds can be leveraged to affirmatively further fair housing and to address impediments in Cumberland

- [7.](#) Order 27,709 - approving a Historic District Tax Incentive Program credit for property at 208 Washington St. (Tax No. 06-029736) owned by Mike Clark, based on total eligible project costs of \$14,565.73 for a Property Tax Credit of \$1,456.57 valid for 5 years
- [8.](#) Order 27,710 - approving a Historic District Tax Incentive Program credit and assessment freeze for property at 619 Washington St. (Tax No. 06-035418) owned by Mary Margaret Dusenbery, based on total eligible project costs of \$270,800 for a Property Tax Credit of \$13,540 valid for 5 years and a Property Tax Assessment Freeze for 6 years
- [9.](#) Order 27,711 - authorizing the execution of an Outdoor Dining Lease Agreement with Phat Boy Ramen LLC (DBA Mad Hatter Boba Emporium) and The Arcadian for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective May 6, 2025 through May 6, 2026
- [10.](#) Order 27,712 - authorizing the execution of Change Order No. 1 with Harbel Inc., for additional work not specified in the original contract for replacing three bearing anchor bolts, a design oversight, for the Marion Street Bridge Repairs (City Project 2023-12-BRDG) in the amount of \$16,192.07, bringing the new contract value to \$269,412.07
- [11.](#) Order 27,713 - authorizing the execution of a reimbursement and release agreement with Cogeco US (PEN) LLC for the restoration and paving work on George Street from Baltimore Street to Queen City Drive and portions of Dexter Place for a lump sum payment to the City of \$77,185
- [12.](#) Order 27,714 - authorizing the acceptance of a FY25 Strategic Demolition Fund Grant, administered by the Maryland Department of Housing and Community Development, in the amount of \$200,000 which will be utilized to assist with the “Central Avenue Gateway Project”
- [13.](#) Order 27,715 - rejecting the bid from Tyler Thompson for the purchase of 461 Goethe Street, originally approved by Ordinance 3978 and approved on June 4, 2024 due to the failure to make the final payments necessary to complete the purchase of said property
- [14.](#) Order 27,716 - authorizing the City Administrator to enter into a fixed price electricity supply agreement for a term up to three (3) years beginning in November of 2025 for City Assets in Maryland and Pennsylvania

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Proclaiming May 2025 as Historic Preservation Month in Cumberland

City of Cumberland
~ MARYLAND ~

Proclamation

- WHEREAS,** *Historic Preservation is an effective tool for revitalizing neighborhoods, fostering local pride, and maintaining community character; and*
- WHEREAS,** *historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and*
- WHEREAS,** *historic preservation plays an important role in our lives, and we should celebrate the contributions made by dedicated individuals in helping to preserve the tangible aspects of heritage that has shaped us as a people; and*
- WHEREAS,** *because of the wealth of the City of Cumberland's historic sites, structures, and places, it is important that residents of the city recognize and value this heritage.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the month of May 2025 in the City of Cumberland as

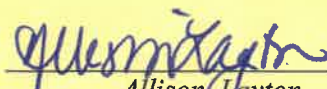
"HISTORIC PRESERVATION MONTH"

*and call upon all residents to recognize and command its observance,
and to take time to learn about our local history.*

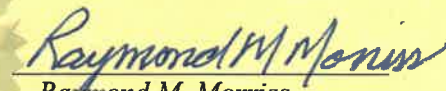
**Given under our Hands and Seals this 6th Day of May, in the Year 2025,
with the Corporate Seal of the City of Cumberland Hereto
Attached, Duly Attested by the City Clerk.**

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**


Allison Layton
City Clerk




Raymond M. Morris
Mayor

File Attachments for Item:

. Police Department Monthly Report for March 2025



City of Cumberland Department of Police

Monthly Report
March 2025



City of Cumberland Department of Police

Monthly Report

March 2025

Part 1 Crimes for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Aggravated Assaults	2	0	B & E (All)	11	11	Murder	0	0	Rape	1	1
Robbery	3	1	Theft - Felony	1	1	Theft - Vehicle	3	9			

Selected Criminal Complaints for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Theft - Misdemeanor	36	36	Theft - Petty	26	9	Domestic Assaults	15	15	CDS	33	25
Disturbances	120	145	DOP/Vandalism	27	17	Indecent Exposure	1	1	Sex Off - Other	3	1
Suicide	0	2	Suicide - Attmp.	0	0	Tampering M/V	0	0	Abuse - Child	4	0
Trespassing	36	50	Assault on Police	4	1	Assault Other	32	22			

Selected Miscellenous Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alcohol Volations	0	4	Juvenile Compl.	16	15	Missing Persons	14	14	School Resource	147	186
School Threat	0	0	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	5	11

Selected Traffic Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
DWI	8	6	Hit & Run	17	20	M/V Crash	45	50	Traffic Stop	464	420

Selected Service Calls for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alarms	61	40	Assist Motorist	20	21	Check Well-Being	107	106	Foot Patrol	51	103
Assist Other Agency	93	98	Bike Patrol	0	0	Special Events	12	7	Suspicious Activity	78	60

Current Incident Status for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Open	16	60	Arrest	251	198	Closed	1964	2156	Suspended	47	40



City of Cumberland Department of Police

Monthly Report

March 2025

Arrests Totals for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
M/V Citations	73	46	M/V SERO	1	0	M/V Warnings	389	375	Arrest on View Adult	36	25
Arrest On Crim. Cit.	29	30	Arrest Summons	26	28	Arrest Warrant Adult	70	62	Adult Crim.	159	151
Arrest Summon (Chrg)	23	23	Arrest Warrant (Chrg)	24	18	Juvenile Crim.	16	14	Arrest on View Juv	13	8
Arrest Warrant JUV	0	0	Emer. Petition	19	20	Fingerprinting	0	1	RunAway & Miss Per.	15	10
Civil Citation	0	10									

Total Incidents Reported :

2024	2025
2,278	2,454

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

MARCH 2025

SWORN PERSONNEL: 49 SWON OFFICERS

Administration	6 officers
Squad D1	9 officers
Squad N1	7 officers
Squad D2	9 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
CAT Team	0 officers
Academy	4 officer

CIVILIAN EMPLOYEES: 7 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	1 full time*
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	2 part time
Code Enforcement	2 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 515.25

COMP TIME USED: 72.75

SICK TIME USED: 309

YEAR TO DATE (beginning 07/01/23): 7,239.25

YEAR TO DATE (beginning 07/01/23): 1031.75

YEAR TO DATE (beginning 07/01/23): 2,080

OVERTIME REPORT

OVERTIME WORKED: 176.75

HOSPITAL SECURITY: 110

COURT TIME WORKED: 224

YEAR TO DATE (beginning 07/01/23): 1,524.25

YEAR TO DATE (beginning 07/01/23): 903.86

YEAR TO DATE (beginning 07/01/23): 2,950

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for April 2025

Utilities Division Activity Report for April 25 WATER

REQUEST	W/E 4/4/25	W/E 4/11/25	W/E 4/18/25	W/E 4/30/25	MONTHLY TOTALS
Service Technicians					
NON READS	22	61	46	36	165
FINAL READS & DEMOS	2		1		3
LEAK INVESTIGATIONS/turn off-on	5	1	5	8	19
METER/STOP INVESTIGATIONS	9	15	15	20	59
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	2	6			8
RECONNECTS/TURN ONS	37	40	44	49	170
NONPMT/BAD CK/AGREEMENT SHUT OFFS	44	43	50	38	175
SUSPENDED ACCTS - RECHECKS	2	3			5
REPLACE/REPAIR METER/LID/VALVE					0
INSTALL COUPLERS/PLUGS/LOCKS		6			6
NEW METER - Residential	3	7	4	15	29
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial				1	1
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER					0
MOVE METERS OUTSIDE	5	3	3	11	22
SP Change Outs/Repairs/Reactivates/Move	7	11	7	27	52
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	5		3	11	19
HYDRANT/IRRIGATION METER					0
LEAD INVENTORY INSPECTIONS					0
Total					733

Pipe Technicians	
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Sanitary Sewer Department Monthly Report



Apr-25

Calls Answered:	12
Service Lines Opened:	4
Owner's Trouble:	8
Traced Lines/ mains	96
Flushed Mains	5,778
Mains Repaired/ Replaced	1-8'
Sewer Taps Installed	0
Cleaned Catch Basins	86
Cleanouts Installed	0
Televised Sewer Mains	11 -3,656
Televised Sewer Lines	5-115'
Call Outs/ Overtime	5 calls 12hrs
Weekly Check of Overflows, pits, etc....	4

George Chory

Supervisor

Water Usage:

608	15,000	Gals.
605	7,000	Gals.

File Attachments for Item:

1. Approving the Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes of April 15, 2025 and the Open Work Session Minutes of April 22, 2025

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, April 15, 2025; 4:00 p.m.

On April 15, 2025, the Mayor and City Council met in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall, for the purpose of immediately closing the meeting to discuss matters relating to departmental reorganization and employee compensation. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss;

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

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Shannon Berry; Assistant to the City Clerk; City Solicitor, Michael Cohen;



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 S. Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, April 22, 2025; 4:00 pm

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier (Absent), James Furstenberg, Brian Lepley.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Matt Miller, Executive Director of CEDC; Stu Czapski, Economic Development Specialist

Media: Kathy Cornwell, WCBC and Theresa McMinn, Cumberland Times News

Two members of the public

I. UPDATE ON CEDC MARKETING GRANT

Matt Miller opened the meeting and provided an update on a grant the CEDC received from the Rocky Gap VLT Program that will be used to help update the current marketing plan. Marketing Consultant Lydia

Savramis has modernized our online presence and established multiple social media platforms for broadcasting. A substantial amount of following has occurred through countless adds, fliers and promotional clips.

The CEDC has contracted with Resimplifi, a software development company specializing in compiling and organizing commercial real estate data. This program includes an embedded map on the website that displays available commercial properties within the city. It optimizes site searches by providing a comprehensive list sourced from all commercial real estate databases. Additionally, a visual representation of the city will be incorporated into the program to highlight all available listings, ensuring that users are aware of properties that may not appear in a standard commercial search.

Property listings on an MLS are public information. Scrubbed through Resimplifi software, any properties not on an MLS must be requested. Resimplifi has provided a contract that allows the CEDC to use the listings from their site. A link to the CEDC website is also available from the City's website. From the CEDC website, a tab entitled "Site Selection" will direct users to the map.

II. UPDATE ON SPARC RESEARCH

The CEDC was awarded a \$100K grant from the George Edwards fund for the addition of SPARC Research. A total of \$60,000 will be allocated for job creation incentives, with an additional \$40,000 designated for the associated costs of building out office space. To qualify for the incentive, new hires must hold full-time positions, be employed at the Cumberland office, and receive compensation that is at least twice the minimum wage or have an annual salary exceeding \$62,400. The positions must be created within three years to avoid the repayment of the incentive.

Build-out expenses include a vault locking system for sensitive information, a security system, cubicles, work stations, and other associated costs that do not include furniture. New positions for the

Cumberland office have been posted, and recruitment has begun. A signed lease has been received at the Rosenbaum building in Suite 203 and is expected to occupy the office space in May. Anticipation is for 10-15 jobs to be created at the Rosenbaum location.

III. UPDATE ON DOWNTOWN COMPREHENSIVE GRANT PROGRAM

Stu Czapski updated that all five projects in the façade improvement program have been completed. \$35K is left from the grant funds, and \$20K will be budgeted for the Pershing Street project, though it is still uncertain if that will begin. Residential facades are progressing slowly, and there is a balance of \$135K from the initial \$350K. The Comprehensive Investment Program (CIP) combines State, County, and City funds. County and State funding total \$770K, with the majority allocated for upper-story residential and façade grants.

The Façade program had a total project cost exceeding \$1 million, with the CEDC contributing \$400,000. For the residential sector, the total project cost surpassed \$5.5 million, all from private investments.

Regarding the Business attraction grant, the CEDC is committed to five companies. 11 Full-time positions and 28 Part-time positions have been created. There is room for five more companies, assuming they fall in the primary taxing district.

IV. GENERAL CEDC BUSINESS UPDATE

Matt Miller updated the CEDC submitted the Baltimore Street project for consideration for the Maryland Department of Planning Sustainable Growth award. The project was selected as one of three awards and received high praise from elected officials. Due to this recognition, they have been contacted by organizations such as the American Planning Association and Leadership Maryland to host tours of downtown. An award from the Department of Planning was received as well.

As a result of the Ride into History fundraiser, a budget of \$5K is available for outdoor furnishings for downtown restaurants, as well as a plan to purchase new umbrellas that will match the current streetscape design.

Matt ended by noting the increase in foot traffic downtown and inside the Rosenbaum building, especially with the opening of the new barber shop. A considerable amount of private investment is taking place downtown, and new projects outside the grant are also taking place.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 4:28 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: April 15, 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 Adams; Chief Ternent

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland will meet in public session beginning at 4:00 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, April 15, 2025, for the purpose of immediately closing the meeting to discuss matters relating to departmental reorganization and employee compensation. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Administering the Oath of Office to Patrol Officer Isaac Delaney and Patrol Officer Colby Fleming

Chief Ternent spoke of the Officers accomplishments;

Isaac Delaney graduated from the Police Academy, completed the required field training, and joined the Cumberland Police Department in January 2025. He is currently assigned to the patrol division and is present tonight with his wife and children.

Colby Fleming holds a Bachelor Degree from Frostburg State University, graduated from the Police Academy, completed required field training and is assigned to the patrol division.

Mayor Morriss administered the Oath to both officers. A photo was taken with the Mayor and City Councilmembers and their families.

2. Recognizing Patrolman First Class Austin H. Groves as the 2024 Cumberland Police Department Officer of the Year, Cpl. Ashley Davis as the 2024 Top Gun winner and PFC Jacob Garrison as the 2024 DUI Award Recipient

Chief Ternent spoke of the Officers accomplishments;

Corporal Ashley Davis received a perfect score at the Top Gun Academy

Patrolman First Class Austin Groves has been selected as the 2024 Officer of the Year for the Cumberland Police Department. He began his employment with the Department in August 2022 and graduated from the Police Academy with honors in September 2022. In the past year, he has responded to over 1,800 calls and made 146 arrests. His dedication to the community and strong work ethic have made a significant impact, and we are proud to have him as part of our team.

Officer Garrison was unable to attend and is the recipient of the DUI award from the Maryland Highway Safety Office. He performed 136 traffic stops and 24 DUI arrests.

VI. Directors Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for March 2025

(B) Public Works

1. Maintenance Division Monthly Report for March 2025

(C) Fire

1. Fire Department Monthly Report for March 2025

(D) Utilities – Flood, Water, Sewer

1. Utilities Division Water and Sewer Department Monthly Reports for March 2025

VII. Approval of Minutes

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

1. Approving the Regular Session Minutes of March 4, 2025, the Closed Session Minutes, Open Work Session Minutes, and Regular Session Minutes of April 1, 2025

VIII. Public Comments for Agenda Items Only

No one signed up

IX. New Business

(A) Ordinances

1. Ordinance 4008 (*1st reading*) - authorizing the execution of a first amendment to the Infill Development Agreement with Teabow Residential LLC for the purpose of amending the agreement dated April 2, 2024 for the purpose of extending certain deadlines, changing the permitted use of 252 E. Elder St, altering the remedies available in the event of a default, increasing the number of dwelling units and other incidental matters

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 Fraizer, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, with the exception of 27,703 and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

1. Order 27,693 - waiving the permitting and tap fees for building, water and sewer for the Allegany County Habitat for Humanity's building project at 12 Maple Street
2. Order 27,694 - authorizing appointments to the Human Relations Commission and the Downtown Development Commission
3. Order 27,695 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown area for the Friday After Five events on June 13 and July 11 from 5 PM to 12 AM, the Winter Festival on December 13 from 5 PM to 10 PM and the New Year's Eve Celebration from 9 PM on December 31, 2025 through 1 AM on January 1, 2026; notwithstanding, that open glass containers shall not be permitted
4. Order 27,696 - authorizing the Mayor to execute all documents necessary for the Dumbhundred District, also known as Stony Battery, to apply for nomination to be placed on the National Register of Historic Places
5. Order 27,697- declaring certain City-owned property at 8 Marion St., 112 Springdale St. and 443 SE Central Ave. to be surplus and authorizing them for sale
6. Order 27,698 - accepting the report of the City Administrator advising that, with regard to the proposed public right of way closure for a portion of Alley 144, he observed no damages caused to the adjacent property owners as a result of the closure, and any added value would be formally determined by the Maryland Department of Assessments and Taxation
7. Order 27,699 - authorizing the bids from Belt Paving, Inc. and/or IA Construction Corporation for the purchase of Black Top Materials for Spring Street Paving Projects in the not to exceed amount of \$150,000, based on product availability when needed
8. Order 27,700 - waiving permit fees associated with the cost of the building project, with the exception of any and all utility tap fees associated with the Allegany County Public Schools project at Washington Middle School
9. Order 27,701 - accepting the bid from Carl Belt, Inc. to provide Design-Build services for Odor Covers at the Water Reclamation Facility for the

sludge holding tank (City Project 2025-02-WRF) in the amount not to exceed amount of \$376,090

10. Order 27,702 - revising and restating Order No. 27,214, passed on April 4, 2023 to add that the City Administrator is authorized to offer a "Bulk" Discounted lease rate of \$25.00 per month for up to thirty-six months for an individual or entity that enters into a new 12 month contract for a minimum of 15 spaces, with the other items in the original Order remaining in place

X. Public Comments

All public comments are limited to 5 minutes per person

Jo Ryan – played a song for the Mayor and City Council and ended by noting that until people get on board fires and floods are going to continue.

Michael Mudge informed the Mayor and City Council Members of his frequent use of the Queen City Underpass and acknowledged the reasons for the closure. He is asking for the consideration of refurbishing the underpass to reopen with restricted times and closed off with an iron gate.

Paris Ashley is a local muralist who painted the mural displayed at the Canal Place as well as the Frostburg Public pool, Queen City Creamery, JZ's Pub and Downtown D'atri's. He began by apologizing for beginning to paint the plywood covering the underpass entrance. His intention was to perform a needed public service. He distributed a rendering of what the finished mural would look like and is asking the City to allow him to finish the painting.

Mayor Morriss thanked Paris and advised to present the rendering to the Arts Commission. In regards to other buildings in the City it would depend on the ownership.

Mr. Silka advised that the mural for the underpass is in the Historic District so it would have to get a Certificate of Convenience from the HPC.

Chris Meyers thanked the Mayor and City Council members for their support in bringing the Memorial Day parade to downtown. He he has

spoken with local businesses about the parade, and two businesses that are typically closed on Mondays have decided to open for the event. A final report will be available in the next two weeks. The Dapper Dan has confirmed its participation.

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:06 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, April 15, 2025; 4:45 pm

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Shannon Berry, Assistant to City Clerk; Chief Ternent; Michael Cohen, City Solicitor; Chief Adams, Mark Gandolfi, Comptroller; Ken Tressler, Director of Administrative Services; Melinda Kelleher, Executive Director of the DDC; Brooke Cassell, Director of Public Works; Devin Burke, Superintendent of Streets; Eric Bonner, Police Lieutenant; Chris Ratliff, Fire Marshall

Media: Kathy Cornwell, WCBC and Theresa McMinn, Cumberland Times News

Public: Chris Meyers, Tim Iman

I. DISCUSSION ON SPECIAL EVENT REQUESTS FOR BALTIMORE STREET

Mr. Silka noted during staff meetings that guidelines were needed for closing Baltimore Street for special events. Those responsible for reviewing event permits were present. Currently, when a permit application is received, its impact on each department is assessed in an event meeting.

The Downtown Development Commission (DDC) represents the local business community and organizes events within the special taxing district, which are then presented to the Events Committee. Although the number of events in Downtown continues to grow, staff resources have not increased, making it difficult to manage overtime for these events. While the Police Department can cover overtime hours, the Public Works Department is only available to provide support in emergencies.

For the \$150 permit, eight hours of overtime are included, and any additional time will incur extra charges to the applicant. When approving permits, several logistics are considered, including the type of event and whether a street closure is necessary. The permit ordinance outlines ten requirements that must be met when submitting a permit application. These requirements assist city staff in identifying

Melinda Kelleher provided an update on several upcoming events. The "Friday After Five" event is scheduled for June, the Tree Lighting, and the Winter Festival. These events will necessitate street closures. Although there are many volunteers available, assistance from the Street Department will still be required for these events, which are funded by the Special Taxing District.

Mike Cohen stated that if an event is hosted by the DDC or the City on a day when they are already closed, it creates a situation where City staff is needed. This is different from events that the DDC or the City does not sponsor.

Mr. Silka suggested a proposed policy with the ideas discussed, all Councilmembers agreed.

II. INITIAL FY26 BUDGET PRESENTATION

Mark Gandolfi introduced himself and distributed the FY26 Budget Presentation. He began by noting that the value of homes is improving, and this is the fourth year in a row that the assessable property tax base has increased. A \$710K increase is recommended to keep the current amount and yield a \$460K unassigned balance. A 20% water/utility rate increase and a 73% trash rate increase are also recommended.

The MPA still requires \$280K in general fund assistance, but will decrease in FY28 when a note is satisfied. For FY26, there are no allocated ARPA funds; \$19.5 million of \$ 19.6 million has been spent, leaving a balance of \$144K to spend before 12/31/26.

Personnel Costs FY26:

- A Cost-of-Living increase of 3% is recommended due to the 2.8% increase in inflation.
- Health Insurance increase to \$5.1 Million
- Three new positions have been added that include an HR Associate, a Community Revitalization Manager, and a Public Relations Associate
- Part-time staffing increase of 1,948 hours

Capital Equipment Costs FY26:

- The new Fire truck from FY25 is expected to arrive next year, and five additional replacement vehicles are included for the Police Department
- A new slide for the Constitution Park pool is included, and a new street sweeper for the Street Department

Capital Expenditures; Ongoing Projects:

- Cumberland Street Bridge is anticipating \$5 million in progress
- Paving projects – significant ones are in process, and Fayette Street, Cumberland Street Bridge, and Washington Street Bridge to follow
- HVAC for the Public Safety Building will need replacement in the next five years.
- The New Filter building has \$3 million allotted for replacements
- Shades Lane water line replacement

- Future replacements include Polk Street to Piedmont Avenue, and Braddock Road
- The completion of Evitts Creek Phase IV is to be expected
- Future projects include the Dingle, West Side storm improvement

City Debt Service Requirements:

- Total for FY26 is \$7.2 Million, comparable to \$7 Million for FY25, and expected debt is manageable
- Trends for FY26-34 show that we are managing the debt

Proprietary Funds FY26:

- With no rate increases in the Water fund, a reduction of \$1.7 million would leave a balance of \$778K, one month of cash flow.
- The Sewer Department has a surplus of \$12.6 million in cash, so no increase is needed
- Trash is down \$1 Million and will use \$1.3 Million, leaving a negative balance
- A 20% rate increase for the Water Fund would allow maintaining three months of cash reserves. The recommendation is to increase by a minimum of 20%, which will keep funding stable, and projections for FY27 show an 18% increase.
- A 73% increase for the Trash fund maintains over one month of cash flow, with no employees affected by the trash funds and very minimal expenses, which amount is acceptable. No anticipated trash increases until possibly FY28

Rate Comparisons for Water:

- The current water rate per household is \$25.38; a 20% increase would amount to an average of \$5.07 for an average total of \$30.45. Compared to surrounding areas at that rate, Frostburg is currently at \$27, LaVale is \$29, and Allegany County is in the \$50 range. Losing AES last year dramatically affected the increase.

Rate Comparisons for Trash:

- The current rate is \$16.50; a proposed increase of 73% will raise the average to \$28.55 and cover the new contract. Surrounding area comparisons show that Frostburg will go to \$18, Allegany County uses Burgemier at \$31, Knobley Mountain Hauling at \$29, and Waste Management at \$23 plus a \$12 setup fee. These comparisons show that our rates reflect the market.

Governmental Funds FY26

- \$460K deficit allows for continued operations
- Policy grants, Central Avenue Legacy Project, Choose Cumberland Relocation, Façade improvements
- Finishing Baltimore Street, continued progress on the Fayette Street Bridge
- Cumberland Street Bridge is expected to begin and make significant progress
- The Skatepark is on track to finish in 2026
- Engineering has assigned \$400K to the Rolling Mill pedestrian and pavement markings that include traffic lights and pedestrian modifications for increased traffic
- Paving for several City streets, including Shades Lane, Maryland Ave, Cecelia Street, and Wempe Drive, are among several to be completed.

For FY25, a \$212K unassigned surplus was budgeted and is currently trending with a \$603K surplus. FY26 shows \$29 million in revenue. Hotel/Motel tax is generating about \$453K annually from area events. ARPA allowed us to exceed a General Fund balance of 25% by \$2.7 million going into FY26.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF APRIL 15, 2025

Mr. Silka reviewed the agenda and advised that Order 27,703 would be removed until we are prepared to accept the donation.

Order 27,702 refers to a three-year contract for bulk trash removal.

Order 27,699 refers to bids from two companies for City paving projects for \$150K

Two orders are awaiting building permit fees

Ordinance 4008 refers to timelines and expectations for a new business.

IV. MAYOR AND CITY COUNCIL UPDATES

The Director of Public Works, Brooke Cassell and Street Superintendent Devin Burke did a great job with the Queen City clean-up project.

The Fair Housing event will be held at Allegany College on April 22, 2025, from 9:00 AM- 2:00 PM, registration deadline is April 18, 2025. Last year, \$40K was raised, and this year's goal is \$50K.

The groundbreaking at Chipotle took place last week. The Chefs of Steel competition between Allegany College and the Western Maryland Food Bank was held at the Culinaire Café.

May 16, 2025, is the Day of Sharing and Caring.

The Greater Cumberland Committee received a positive review from Northrop Grumman for their work with colleges for workforce development.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:12 p.m.
Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____

File Attachments for Item:

1. A third public hearing for the 2025-2029 Community Development Block Grant (CDBG) Consolidated Five Year Plan/2025 Annual Action Plan accompanied by mention of the proposed Substantial Amendment #1 04112025

Council Agenda Summary

Meeting Date: May 6, 2025

Key Staff Contact: Lee Borrer, Community Development Specialist

Item Title:

Public Hearing (3rd) for the 2025-2029 CDBG Consolidated Five Year Plan/2025 Annual Action Plan

And a short mention of the proposed Substantial Amendment #1 04112025

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.

Ochoa Urban Collaborative will be presenting on the Draft 2025-2029 CDBG Consolidated Five Year Plan. The draft will be available for public comment for 30 days following, ending on June 6, 2025.

Lee Borrer will provide a presentation on the 2025 Annual Action Plan proposed projects. The Annual Action Plan is the 1st under the 2025-2029 CDBG Consolidated Five Year Plan. This document is included in the aforementioned document. Therefore, the draft is available for public comment for 30 days, ending on June 6, 2025.

Lee Borrer will talk briefly about Substantial Amendment #1 4112025 regarding the re-allocation of prior year funds affecting the 2022, 2023 and 2024 Annual Action Plans to the Constitution Park accessibility project which includes a paved parking lot, special van spaces, and new sidewalk access to restroom facilities and pavilions located in Grove 4 which is shovel-ready pending the environmental review process.

Amount of Award: 2025 AAP-Estimated \$750,000 with contingencies, Amendment #1 4112025-\$82,398

Budget number:

Grant, bond, etc. reference: Community Development Block Grant

File Attachments for Item:

1. Ordinance 4008 (*2nd and 3rd readings*) - authorizing the execution of a first amendment to the Infill Development Agreement with Teabow Residential, LLC for the purpose of amending the agreement dated April 2, 2024 for the purpose of extending certain deadlines, changing the permitted use of 252 E. Elder St, altering the remedies available in the event of a default, increasing the number of dwelling units and other incidental matters

ORDINANCE NO. 4008

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A FIRST AMENDMENT TO INFILL DEVELOPMENT AGREEMENT WITH TEABOW RESIDENTIAL LLC, FOR THE PURPOSE OF AMENDING THE INFILL DEVELOPMENT AGREEMENT DATED APRIL 2, 2024 BY EXTENDING CERTAIN DEADLINES, CHANGING THE PERMITTED USE OF THE PROPERTY AT 252 E. ELDER STREET, ALTERING THE REMEDIES AVAILABLE IN THE EVENT OF A DEFAULT, INCREASING THE NUMBER OF DWELLING UNITS, AND MATTERS INCIDENTAL THERETO."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the First Amendment to Infill Development Agreement attached hereto as Exhibit A.

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

Passed this 15th day of April, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

FIRST AMENDMENT TO INFILL DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO INFILL DEVELOPMENT AGREEMENT (“First Amendment”), is made by and between **TeaBow Residential LLC** (“TeaBow”), a Washington, DC limited liability company, and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the “Effective Date.”

RECITALS

WHEREAS, the City and Teabow entered into an Infill Development Agreement (the “Agreement”) on or about April 4, 2024; and

WHEREAS, TeaBow has requested that changes be made to the Agreement, and the City has agreed to certain of those changes subject to the terms and conditions set forth hereinafter.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid by TeaBow to the City, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in and form a part of this Agreement. Unless otherwise provided for herein, all terms defined in the Agreement shall have the same meaning in this First Amendment.

2. **Amendment to Section 2 of Agreement.** The City will not issue new building permits for any of the Properties requiring such a permit until such time as the following conditions are met:

- (i) TeaBow must complete the construction of the Property located at 301, 303, 305, 307, and 309 Arch Street, Cumberland, MD 21502. It must secure an occupancy permit for the structure(s) to be constructed on this Property no later than June 1, 2025.
- (ii) TeaBow must complete the construction of the Property located at 321, 323 and 325 Pennsylvania Avenue, Cumberland, MD 21502. It must secure an occupancy permit for this Property no later than April 30, 2026. TeaBow must obtain the required number of off-street parking spaces required by the City Code before an occupancy permit will be issued.

3. **Amendment to Section 5 of Agreement.** Section 5 of the Agreement is deleted and replaced with the following:

5. **252 E. Elder Street.** An assisted living facility shall be constructed on the Property located at 252 E. Elder Street. It must be under roof, connected to public utilities, and all HVAC units and equipment must be installed by April 30, 2026.

4. **Amendment of Section 7 of Agreement.** Section 7 of the Agreement is deleted and replaced with the following:

7. **Default; Remedies upon Default.**

7.1. **Default.** TeaBow shall be in default of the terms of this Agreement if:

(i) It has not secured an occupancy permit for the assisted living facility to be constructed at 252 E. Elder Street, Cumberland, MD 21502 on or before April 30, 2026;

(ii) It has not secured occupancy permits for all other Dwelling Units on or before April 30, 2027; or

(iii) It has otherwise breached the terms of this Agreement.

7.2. **Remedies upon Default.** If TeaBow has not secured occupancy permits for all Dwelling Units on or before April 30, 2027, it shall pay the City the assessed value of the land and improvements at 252 E. Elder Street, Cumberland, MD 21502. If TeaBow does not obtain an occupancy permit for a Dwelling Unit within one (1) year of the date of the issuance of a building permit, it shall refund the incentive payments it received for that Dwelling Unit in accordance with Section 4 of the Agreement. It shall pay the refund to the City no later than thirty (30) days after the one-year anniversary of the date of the issuance of the building permit. Additionally, in the event of a breach in the terms of this Agreement, the parties hereto may also pursue any legal or equitable remedies available to them under the terms of this Agreement or otherwise.

5. **Increase in Number of Dwelling Units.** The City had approved twenty-three (23) Dwelling Units on the seventeen (17) parcels, not counting 252 E. Elder Street, Cumberland, MD 21502 as one of the parcels, listed in the Exhibit A attached to and made a part of the Agreement. As of the date of this Amendment, Teabow has obtained building permits for thirteen (13) Dwelling Units on six (6) parcels. TeaBow shall provide the City with a list showing which parcels the remaining ten (10) Dwelling Units will be built upon no later than thirty (30) days from the date of this Amendment.

6. **Limited Modification.** Except as specifically modified by this First Amendment,

all terms and conditions of the Agreement remain unchanged, in full force and effect, and are hereby ratified and confirmed by the City and TeaBow.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

TEABOW RESIDENTIAL LLC

By: _____(SEAL)
Walter S. Bowman, Sr., Member

Date

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Allison Layton, City Clerk

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

Date

EXHIBIT A

File Attachments for Item:

. R2025-05 (*1 reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the 2025-2026 tax year, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2025-05**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,
GRANTING THE WESTERN MARYLAND SCENIC RAILROAD DEVELOPMENT
CORPORATION, INC., A PROPERTY TAX CREDIT FOR THE
TAX YEAR 2025-2026**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc. is such a property owner designated in Section 9-302(b)(4) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc. has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Western Maryland Scenic Railroad Development Corporation, Inc. a property tax credit against the municipal corporation property tax imposed on the Western Maryland Scenic Railroad Development Corporation, Inc. for the tax year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED THAT, the Western Maryland Scenic Railroad Development Corporation, Inc. be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2025-2025.

***Given under our Hands and Seals this 6th day of May, 2025, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.***

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor



13 Canal St. 2nd floor,
Cumberland, MD 21502

May 2, 2025

SENT VIA EMAIL AND USPS

Mayor Morriss and City Council
City Hall
57 North Liberty Street
Cumberland, MD 21502

Re: Western Maryland Scenic Railroad Development Corp. Tax #: D02128841

Dear Mayor Morriss, City Council, et al:

As granted to Western Maryland Scenic Railroad in previous years, we are requesting a tax credit/abatement for the property taxes assessed to our organization for the Tax Year 2025-2026. Please consider taking action on this abatement during your next public meeting. WMSR does not own real estate property.

If any additional information is needed, or if you have any questions, please do not hesitate to contact me regarding this request for tax abatement/credit at: 301-759-4400.

Sincerely,

Wesley Heinz
Executive Director
Western Maryland Scenic Railroad

File Attachments for Item:

. Order 27,703 - executing a donation agreement between the Mayor and City Council and 5 National Hwy, LLC for the donation of the parcel of real property at 491 Baltimore Avenue and the improvements thereon, if any, to the City, and accepting the deed effecting the transfer of said property

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

ORDER NO. 27,703

DATE: May 6, 2025

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

THAT the Mayor be and is hereby authorized to accept the donation from 5 National Highway LLC of the parcel of real property and the improvements thereon, if any, to the City:

- (i) 491 Baltimore Avenue, Cumberland, MD 21502
Tax ID No. 35-002006
Land Records Book 02280, Page 00266

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property; and

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

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: May 6, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Donation Acceptance Tax ID 35-002006, 491 Baltimore Ave.

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

An Order to accept the donation of 491 Baltimore Ave (former Bullwinkle's location) from 5 National LLC. The structure will have to be demolished

Budget number: N/A

Grant, bond, etc. reference: City revitalization program

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **5 National Highway, LLC** (the "Owner"), a Maryland limited liability Company, and **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

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

491 Baltimore Avenue, Cumberland, MD 21502, being described in the deed from Michael P. McCooles, Gary G. Hauger and Robert D. McCooles to the Grantor by deed dated February 21, 2017 and recorded among the Land Records of Allegany County, Maryland in Book 2280, Page 266, and identified as Tax ID No. 35-002006.

WHEREAS, the Owner has offered to donate the Property to the City, and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in and form a part of this Agreement as though they were set forth in full herein.

2. **Donation.** Subject to the terms and conditions of this Agreement, the Owner agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City and the City agrees to accept that donation. The closing for the donation shall be held (or the deed shall be delivered) no later than sixty (60) days from the Effective Date unless said deadline is extended by written agreement of the parties. The City Solicitor and City Administer are empowered by the City to execute agreements to extend this sixty (60) day period.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. The Owner shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed(s) for the Property shall be subject to the following contingencies:

4.1. **Title.** Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

4.2. **No Occupancy/Property Removal.** This Agreement is contingent upon the Owner delivering the Property to the City free from tenants or inhabitants of any kind. The Property shall not be subject to any written or oral leases or occupancy agreements of any kind. All personal property, junk and debris shall be removed from the Property prior to closing. In furtherance of the foregoing, the City shall have the right to conduct a walk-through inspection of the Property within 48 hours before settlement.

If, notwithstanding the foregoing, personal property remains in the Property after closing, it shall be deemed abandoned and the City may dispose of it in any manner it sees fit without any liability therefor. In that regard, the Owner agrees to indemnify and hold the City harmless from and against any and all liabilities, including, but not limited to, attorneys' fees, incurred as a result of or as an incident to the City's disposal of any personal property left behind in the Property/Properties subsequent to Closing. The parties agree that the covenants in this paragraph shall not merge into the deed effecting the conveyance of the Property/Properties to the City and shall survive closing.

4.3. **Waiver of Contingencies.** The City may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement as to the Property by accepting a deed for that Property. Any waiver of contingencies shall not be effective to effect the waiver of the covenants contained in the second paragraph Section 4.2 above.

5. **Appraisal.** The Owner has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed(s) for the Property and the City's acceptance of the same, the Owner shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21

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

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

7. **Possession.** The Owner agrees to give possession and occupancy of the Properties to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **INTENTIONALLY LEFT BLANK**

10. **Transfer Charges/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed(s) for the Property/Properties.

11. **Real Estate Taxes/Water & Sewer Bills/Municipal Infractions.**

11.1. **Real Estate Taxes.** The City will waive all City real estate taxes due on the Property that is conveyed to it. It will secure a waiver of the County real estate taxes due on the Property or it will pay them.

11.2. **Water & Sewer Bills.** The City will waive all City water and sewer bills presently due on the Property. The Owner shall be responsible for the payment of any water and sewer rents incurred subsequent to the Effective Date.

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

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

11.3. Municipal Infractions. All outstanding citations for municipal infractions due to property maintenance or nuisance infractions at the Property shall be withdrawn as to the Property. If there are any pending court cases for those municipal infractions, they shall be dismissed. If any judgments have been entered for those municipal infractions, they shall be noted as having been satisfied.

12. Breach of Agreement and Default. The City and the Owner are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the Owner may pursue any legal or equitable rights which may be available to it. If the Owner fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

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

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

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

To the Owner:

5 National Highway, LLC
1003 SE Riverside Drive
Stuart, FL 34996

with a copy to:

J. Matthew Gilmore, Esq.
Geppert, McMullen, Paye & Getty
21 Prospect Square
Cumberland, MD 21502

To the City:

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

with a copy to:

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

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

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and it shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

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

19. **Waiver of Jury Trial.** **THE PARTIES HERETO EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OR ALL OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY**

INDIVIDUAL(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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

21. Modification. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

22. Joint Drafting. The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

23. Signing by Electronic Means. Each of the parties hereto expressly authorizes and agrees to sign electronically (but not facsimile) transmitted copies of this Agreement. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

24. Counterparts. This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS/ATTEST:

Melanie Lyon

5 NATIONAL HIGHWAY, LLC

By: _____ (SEAL)

Signature

Kristen Lyon MANAGER
Printed name & position

3/28/25
Date

MAYOR AND CITY COUNCIL
CUMBERLAND

Allison Layton ,
City Clerk

By: _____ (SEAL)

Raymond M. Morris, Mayor

Date

THIS DEED, made this 2ND day of APRIL, 2025 by and between **5 National Highway, LLC** (the "Grantor"), a Maryland limited liability company, and **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor hereby grants, bargains and sells, releases, confirms and conveys unto the City, its successors and assigns, the following described property, to wit:

ALL those lots or parcels of land consisting of Lots Nos. 8, 9, and 10 of the Cumberland Improvement Company's Eastern Addition to the City of Cumberland, a Plat of said Addition being recorded in No. 183 among the Plat Records of Allegany County, Maryland, and which said lots are more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the southerly side of Baltimore Avenue distant North 89 degrees West 20 feet from a stone marked R planted at the center of Marion Street at its intersection with said Baltimore Avenue, and running then with Baltimore Avenue, North 89 degrees West 60 feet, and then continuing with the same, South 81 degrees 11 minutes West 51.5 feet, then South 1 degree 43 minutes West 111.2 feet, then with the northerly side of a 14 foot alley, South 88 degrees 54 minutes West 52 feet, and then continuing with said alley, South 89 degrees East 62 feet to Marion Street, and then with said Marion Street, North 1 degree East 120 feet to the point of beginning.

IT BEING the same property which was conveyed from Michael P. McCoolle, Gary G. Hauger and Robert D. McCoolle to the Grantor by deed dated February 21, 2017 and recorded among the Land Records of Allegany County, Maryland in Book 2280, Page 266.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally application to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection

of the property.

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

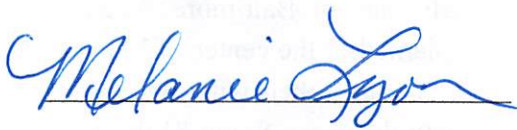
TO HAVE AND TO HOLD the above-described property unto the City, its successors and assigns, in fee simple forever.

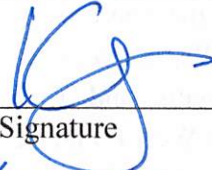
AND the said Grantor, for itself, its successors and assigns, hereby warrant specially the title to the above-described property and covenants that it will execute such other and further assurances of the same as may be requisite or necessary.

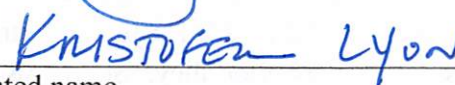
WITNESS the hand and seal of the Grantor the day and year first above written.

WITNESS:

5 NATIONAL HIGHWAY, LLC



By:  (SEAL)
Signature

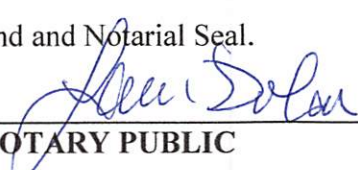

Printed name


Title

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

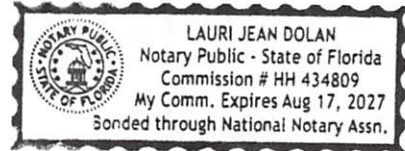
I HEREBY CERTIFY, that on this 2 day of April, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kristopher Lyon, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the manager of **5 National Highway, LLC**, and acknowledged the foregoing to be the act and deed of the said **5 National Highway, LLC**; and at the same time made oath that he/she is duly authorized by it to make this acknowledgment; and he/she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00.

WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires: Aug 17, 2027



ATTORNEY CERTIFICATION

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney.



Michael Scott Cohen

File Attachments for Item:

. Order 27,704 - granting the City's attorneys and the City Solicitor the authority to consent to changes to the draft of the Fourth Amended and Restated Tolling Agreement with CSX Transportation, Inc. which they believe to be in the best interest of the City

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

ORDER NO. 27,704

DATE: May 6, 2025

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

THAT, the Mayor and City Council grant the City's attorneys and the City Solicitor the authority to consent to changes to the draft of the Fourth Amended and Restated Tolling Agreement with CSX Transportation, Inc. which they believe to be in the best interests of the City.

Raymond M. Morriss, Mayor

FOURTH AMENDED AND RESTATED TOLLING AGREEMENT

This Fourth Amended and Restated Tolling Agreement (the “Fourth Amended Agreement”) is entered into by and between Mayor and City Council of Cumberland (the “City”) and CSX Transportation, Inc. (“CSX”) (collectively the “Parties”), and is effective as of the 2d day of May, 2024 (the “Effective Date”).

RECITALS

WHEREAS, the City seeks access to the CSX Yard in Cumberland, Maryland for the purpose of repairing, replacing, and/or relocating the City’s sewer lines and associated manholes located on and beneath the CSX Yard, including locating and assessing the condition of manholes and sewer lines (collectively, the “Sewer Repair Work”).

WHEREAS, the City asserts that it has rights pursuant to easement, contract, City ordinance, and law to enter the CSX Yard to perform the Sewer Repair Work.

WHEREAS, CSX has previously denied the City access to the CSX Yard to perform the Sewer Repair Work due to concerns that the Sewer Repair Work would unreasonably interfere with CSX’s rail operations.

WHEREAS, the Parties wish to cooperate to develop a plan for the City to perform the Sewer Repair Work without unreasonably interfering with CSX’s rail operations.

WHEREAS, the Parties wish to preserve any and all claims or defenses that they may have against each other related to the Tolloed Claims, as defined in Paragraph 1 below, in light of the possibility that certain claims and defenses could be affected by statutes of limitation.

WHEREAS, the Parties have agreed to extend the period of time in which claims are tolloed to allow the parties to continue to cooperate regarding the Sewer Repair Work on the terms set forth below.

NOW THEREFORE, in light of the foregoing Recitals and in consideration of the mutual promises contained herein, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. As of the Effective Date of this Fourth Amended Agreement, the Parties, and each of them, agree to toll the running of any statutes of limitation and any other statute, law, rule or principle of equity with similar effect (collectively “Statutes of Limitation”) with respect to any and all rights, claims, causes of action, counter-claims, Fourth-party claims, cross-claims or defenses that could or might be asserted by the Parties against each other that are based on, or arise out of, the City’s claim of right to access and use the CSX Yard in order to perform the Sewer Repair Work (collectively the “Tolloed Claims”). The Statutes of Limitation of all Tolloed Claims shall be tolloed commencing upon the Effective Date of this Fourth Amended Agreement and shall continue to be tolloed until such time as this Fourth Amended Agreement is terminated pursuant to

Paragraph 4 of this Fourth Amended Agreement (the “Tolling Period”). The Parties, and each of them, agree that the Tolling Period shall be excluded from all computations of any limitations period applicable to the Tolloed Claims under any Statutes of Limitation. The Parties, and each of them, agree that they shall waive and shall not plead, assert, or otherwise raise any Statutes of Limitation applicable to the Tolloed Claims, to the extent such limitations period or other time related defense is tolled by this Fourth Amended Agreement, as a bar to or other limitation on any Tolloed Claim.

2. Each Party agrees that it will not file any administrative or judicial action or claim against the other Party related to any of the Tolloed Claims during the Tolling Period.

3. During the Tolling Period the Parties hereby agree Parties agree to continue discuss in good faith options for performing the Sewer Repair Work and to diligently work toward a mutually acceptable plan to perform such work.:

4. Either Party may terminate this Fourth Amended Agreement, without cause and in its sole discretion, upon written notice to the other Party, to be delivered to the address and in the manner set forth in Paragraph 7. The Amended Agreement shall remain in effect for fourteen (14) days after the date the notice is received by counsel for the recipient Party in accordance with Paragraph 7 or through June 30, 2025, whichever date occurs first, unless the Parties agree to a different date pursuant to Paragraph 9 of this Fourth Amended Agreement (the “Termination Date”).

5. Except as expressly stated herein: (a) this Fourth Amended Agreement does not limit in any way the nature or scope of any defense, claim, or counterclaim related to the Tolloed Claims, and (b) the Parties hereby reserve all rights, claims, remedies, and defenses of any kind related to the Tolloed Claims.

6. This Fourth Amended Agreement does not constitute an admission or acknowledgement of any fact, conclusion of law, or liability by any Party for any purpose, nor an admission or acknowledgement on the part of any Party as to any applicable statute of limitations which the Parties may assert in any claim or cause of action related to the Tolloed Claims.

7. Notices issued concerning this Fourth Amended Agreement shall be issued to the following parties unless changed by written notice to the other parties:

For the City (by e-mail):

Eric Pilsk
Kaplan Kirsch LLP
1634 I (Eye) Street, Suite 300
Washington, DC 20006
epilsk@kaplankirsch.com

With a copy to (by U.S. mail):

Michael Cohen
City Solicitor

City of Cumberland
213 Washington Street
Cumberland, MD 21502
mike@msclawllc.com

For CSX:

Sean M. Craig
Assistant General Counsel, Law Department
CSX Transportation
500 Water Street, J150
Jacksonville, Florida 32202
Sean_Craig@CSX.com

Ava Lias-Booker
Melissa Martinez
McGuireWoods LLP
500 East Pratt Street Suite 1000
Baltimore, MD 21202
Alias-booker@mcguirewoods.com
mmartinez@mcguirewoods.com

8. This Fourth Amended Agreement is not intended to affect any claims by or against Fourth parties. This Fourth Amended Agreement will not preclude any Party from asserting any claims and/or defenses it may have against any other Party wholly unrelated to the Tolled Claims and/or the execution of this Fourth Amended Agreement.

9. No amendment to this Fourth Amended Agreement is valid unless it is in writing, signed by both Parties or their duly authorized representatives, and expressly states an intent to amend this Fourth Amended Agreement. Any purported amendment that does not conform to the requirements of this paragraph shall be null and void.

10. Pursuant to Paragraph 8 of that Tolling Agreement entered into between the Parties effective May 2, 2024 (the "Original Tolling Agreement"), the Parties expressly state that, by signing this Fourth Amended Agreement, they intend to amend and restate the Original Tolling Agreement and the Amended Agreement, and the Parties further agree that this Fourth Amended Agreement does amend and restate the Original Tolling Agreement and the Amended Agreement.

11. This Fourth Amended Agreement constitutes the entire agreement between the Parties with respect to the subject matter it describes, and supersedes all other agreements that may exist, written or oral.

12. This Fourth Amended Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute together one and the same instrument. A facsimiled, imaged, scanned, photocopied or emailed copy of an original signature shall constitute an original signature.

13. This Fourth Amended Agreement shall be construed in accordance with, and be governed by, the laws of the State of Maryland.

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amended Agreement to be executed by their duly authorized representatives as of the date above.

Mayor and City Council of Cumberland

CSX Transportation, Inc.

By: _____
Raymond M. Morriss, Mayor

By: Sean M. Craig
Sean M. Craig
Assistant General Counsel

File Attachments for Item:

. Order 27,705 - approving a Historic District Tax Incentive Program credit and assessment freeze for property at 305 Washington St. (Tax No. 06-042007) owned by Hemlock Leasing LLC, based on total eligible project costs of \$81,390 for a Property Tax Credit of \$8,139 valid for 5 years and a Property Tax Assessment Freeze for 3 years

of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,705

DATE: May 6, 2025

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

THAT, the property located at 305 Washington Street (Tax No. 06-042007), owned by Hemlock Leasing LLC is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Eighty One Thousand Three Hundred Ninety Dollars and No Cents (\$81,390.00) as follows:

1. Real Estate Property Tax Credit - in the amount of Eight Thousand One Hundred Thirty Nine Dollars and No Cents (\$8,139.00) will be utilized to offset the annual tax bill for a total of five (5) years until exhausted, commencing with the July 2026 tax bill.
Any credit remaining after the Five-year period will expire.;
2. Property Tax Assessment Freeze is applicable for Three years for this project since the ratio of the project investment versus the pre-improvement value of Two Hundred One Thousand Eight Hundred Dollars and No Cents (\$201,800.00) is 40%.
3. The effective tax year to when these incentives should be applied is 2026.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date:

Key Staff Contact: *Ruth Davis - Rogers*

Item Title: *M&CC Approval of Local Historic Tax Credits*

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

Approval of local tax credits for the following properties:

305 Washington Street Tax Acct. # 06-042007

208 Washington Street Tax Acct. # 06-029736

619 Washington Street Tax Acct. # 06-035418

Historic District Tax Incentive Program

By Ruth Davis - Rogers

305 Washington Street

Hemlock Leasing LLC

Tax Account #: 06-042007

A Historic District Tax Incentive Application has been received from the owners of the property located at 305 Washington Street. Based on research, calculations (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$8,139.00 (10% of total eligible project costs of \$81,390.00). The credit will be applied to real estate property taxes and is valid for a total of five years unless exhausted. Any credits remaining after that time will expire.
- ❖ Due to the fact the ratio of the project investment versus the pre-improvement value of \$201,800 is less than 10%, it does not meet the requirements to qualify for a tax assessment freeze.

3 yr tax freeze

File Attachments for Item:

. Order 27,706 - authorizing the execution of an agreement with SADA Systems, Inc., for one year of Virtru Encryption Services for Google Mail/Drive in the not to exceed amount of \$28,887.07

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

ORDER NO. 27,706

DATE: May 6, 2025

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

THAT, the agreement by and between Mayor and City Council of Cumberland and SADA Systems, Inc., 5250 Lankershim Blvd., Suite 720, North Hollywood, CA 91601, for one year of Virtru Encryption Services for Google Mail/Drive in the not-to-exceed amount of Twenty Eight Thousand Eight Hundred Eighty Seven Dollars and Seven Cents (\$28,887.07), be and is hereby approved.

Raymond M. Morriss, Mayor

Budget:
001.033.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Virtru encryption for Google mail/drive

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

IT requests an order for costs not to exceed \$\$28,887.07 to SADA Systems Inc. for one year of Virtru Encryption Services for Google Mail/Drive. With Virtru, the city strengthens compliance with strict information security regulations, including CJIS and HIPAA. Virtru is a Google-Recommended Data Protection Provider for Google Workspace and Google Cloud. They have been a longtime Google partner in encryption and data privacy, and are experts in the Google ecosystem. We have been using Virtru for several years.

SADA is an award-winning Google Cloud partner that we have used for our Google Mail/Drive services as well as installation of the Virtru platform.

Budgeted in IT, 001.033.48201

SADA Systems LLC (fka SADA Systems, Inc.)

Virtru

Ordering Document

This Virtru Corporation (“Virtru”) Ordering Document (“Virtru Ordering Document”) by and between SADA Systems, LLC (f.k.a. SADA Systems, Inc.) (“SADA”) and Customer (as defined below) and the most recent Virtru Terms of Service (which may be modified from time to time), available at [Subscription Agreement Terms and Conditions | Virtru](#) (or such other location(s) as determined by Virtru) (hereinafter the “Virtru Agreement”). The Virtru Agreement governs Customer’s access to and use of the Virtru Materials and Services as defined in the Agreement (hereinafter the “Services”). The Virtru Agreement forms a two-way agreement between Customer and Virtru, for which SADA shall have no liability, and is hereby incorporated into this Virtru Ordering Document (the Virtru Ordering Document and the Virtru Agreement, collectively hereinafter the “Agreement”). All capitalized terms not defined in this Virtru Ordering Document shall have the same meaning as in the Virtru Agreement. This Agreement is effective upon the effective date as defined below (“Effective Date”).

Customer: City of Cumberland

Address: 57 N. Liberty Street Cumberland, MD 21502

Customer Information

Accounts Payable Information	
Full Name (required)	AP
Email Address (required)	accounts.payable@cumberlandmd.gov
Technical Administrator Contact Information	
Full Name (required)	Johnna Byers
Email Address (required)	johnna.byers@cumberlandmd.gov

Pricing

Product Description	Annual Price (USD)	Quantity	Amount (USD)
Year 1			
DCSS-400-PL-10000 Virtru Platform Subscription Pro	\$6,178.02	1	\$6,178.02

DCSS-300-BN-1350 Virtru for Email + Virtru Secure Share + Virtru Data Protection Gateway (User)	\$92.69	245	\$22,709.05
Sales Tax (not included)			Plus Applicable Tax
Grand Total (USD)			\$28,887.07

Taxes: Fees included on this Virtru Ordering Document are exclusive of all applicable taxes, levies, duties, and regulatory compliance fees, including but not limited to state and local sales tax, VAT, GST, electronic waste recycling fee, and telecom regulatory fees.

If Customer is tax exempt, a tax exemption certificate is to be emailed to tax@sada.com.

Pricing is valid only if this Virtru Ordering Document is executed by the Parties by April 20, 2025.

Subscription Term:

The term of this Virtru Ordering Document will commence on March 30, 2025 and, unless earlier terminated in accordance with this Virtru Ordering Document or the Agreement, will expire on March 29, 2026.

Additional Terms:

1. Invoice Terms: Section 2.4 (Fees; Payments) of the Virtru Agreement is hereby deleted and replaced with the following: SADA shall send Customer an invoice for the Grand Total plus any applicable sales tax immediately upon execution of this Virtru Ordering Document. Payment terms are set forth below. The Services are conditioned upon Customer's payment of the Grand Total. Virtru reserves the right to suspend Customer's access to the Services for non or late payment of any amounts not subject to a good faith dispute. All Fees and other amounts paid pursuant to this Virtru Ordering Document are non-refundable and without right of set off.
2. During the Subscription Term, Virtru reserves the right to inspect or audit Customer's use of the Services to determine Customer's compliance with the Virtru Agreement and this Virtru Ordering Document. For the avoidance of doubt with respect to the Services, Customer acknowledges the Services are available for the initial agreed-to quantities purchased by Customer as set forth in this Virtru Ordering Document. If during such audit, Virtru discovers Customer's usage of the Services exceeds the initial agreed-to amount reflected in this Virtru Ordering Document, Virtru may true up the quantity of the

Services based on Customer's actual usage ("True Up") and Customer shall pay SADA the applicable Fees (as defined in the Agreement). Notwithstanding Section 2.4 of the Agreement, payment for any True Up will be immediately due in full upon receipt of invoice, and will be exempt from the payment schedule above and the below payment terms.

3. If this Virtru Ordering Document is executed and/or returned to SADA by Customer after the Subscription Start Date above, SADA may adjust the Subscription Start Date and Subscription End Date, without increasing the Total Price, based on the date Virtru activates the Services and provided that the total term length does not change.

Payment Terms:

Notwithstanding anything to the contrary in the Virtru Agreement, payment is due within 30 days of Customer's receipt of the applicable invoice. Payment is in US Dollars and is accepted by check, ACH/EFT

Notices:

Any notices under this Agreement will be directed, if to SADA, at:

c/o Patrick Monaghan, Chief Legal Officer
SADA Systems LLC (fka SADA Systems, Inc.)
5250 Lankershim Blvd., Suite 720
North Hollywood, CA 91601
Email: legal@sada.com

and if to Customer, at the Main Contact above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS VIRTRU ORDERING DOCUMENT AND THE VIRTRU AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Virtru Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems LLC

City of Cumberland

Signature

Signature

Name

Name

Title

Title

Effective Date

Date

File Attachments for Item:

. Order 27,707 - authorizing the renewal to the MOU with the Maryland Department of Information Technology for the renewal of the Maryland State Fiber Internet Service currently serving the City at a cost not to exceed \$56,000 per year for a term of five years with automatic five year renewals

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

ORDER NO. 27,707

DATE: May 6, 2025

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

THAT, the Mayor be and is hereby authorized to execute the renewal of the Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Maryland Department of Information Technology to renew the Maryland State Fiber Internet Service, originally entered into on January 19, 2016 to modify and extend the current agreement at an annual cost not to exceed Fifty Six Thousand Dollars and No Cents (\$56,000.00) per year; and

BE IT FURTHER ORDERED THAT, this MOU will automatically renew for five (5) year periods unless either party gives 180 day notice in writing.

Raymond M. Morriss, Mayor

Budget: 001.033.20505

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Maryland State Fiber - main Internet service

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

IT requests an order not to exceed \$56,000 annually for the next six years to renew our Maryland State Fiber Internet Service on two main circuits and a SWGI circuit used by the City of Cumberland. The two main circuits are used as the city's path to the Internet for most of its facilities. The SWGI circuit is used for the Police Livescan fingerprinting system.

This service is provided by arrangement of an MOU between the State and the City of Cumberland dated January 19, 2016, effective January 1, 2016. The MOU is a five year contract with five year five auto renewals. This order would take us the auto renewal in 2031. Given the billing history, we expect either no change or very minimal change in cost each year until then.

Budgeted in 001.033 20505

City of Cumberland

Total Billings This Period

\$ 55,018

Circuit ID	Site	Speed	Service	Monthly	Connection	CR	Total Cost
000571NMD004691CIR	Cumberland	1000	isp-1g	\$ 1,500	pconn-ge-c	\$ 200	\$ 1,700
000571NMD004692CIR	Cumberland	1000	isp-1g	\$ 1,500	pconn-ge-f	\$ 200	\$ 1,700
000571NMD005559CIR	Cumberland	10	swgi-010	\$ 300	pconn-ge-c	\$ 200	\$ 500

Monthly Rate

\$ 3,900

Annual Amount Due

\$ 46,800

Fiber Backbone	Linear Miles	Annual	Annual Cost	Monthly	Monthly Cost
Existing Infrastructure (State Contribution)	0	\$ 1,400	\$ -	\$ 116.67	\$ -
Existing Infrastructure (County Contribution)	0	\$ 1,400	\$ -	\$ 116.67	\$ -
Aerial Fiber Constructed	5.36	\$ 1,400	\$ 7,504	\$ 116.67	\$ 625
Underground Fiber Constructed	0.34	\$ 2,100	\$ 714	\$ 175.00	\$ 60

Monthly Rate

\$ 685

Annual Amount Due

\$ 8,218

Net Annual Amount Due

\$ 55,018

MOU Between State and City of Cumberland Dated January 19, 2016, Effective January 1, 2016

Five Year Contract With Five Year Five Auto Renewals

180 Day Notification Before Contract End To Terminate

DEPT. OF INFORMATION TECHNOLOGY
100 COMMUNITY PL

CROWNSVILLE MD 21032

INVOICE

CITY OF CUMBERLAND
57 N LIBERTY STREET
ATTN: JOHNNA BYERS
CUMBERLAND

MD 21502

CUSTOMER NO.:0526000COC 001

INVOICE NO	INVOICE DATE	DUE DATE	INVOICE AMOUNT	
AC022239	04/16/25	05/20/25	\$55,018.00	
MM/DD/YY	NARRATIVE	QTY	UNIT COST	EXTENSION
04/16/25	FY25 NWMD ANNUAL INVOICE	1	\$55,018.00	\$55,018.00
TOTAL INVOICE			\$55,018.00	

ADDITIONAL COMMENTS

THIS INVOICE IS FOR YOUR NETWORK MARYLAND SERVICE CHARGES FOR THE PERIOD SPECIFIED(ANNUAL:JULY 2024 TO JUNE 2025). A LIST OF ALL CIRCUITS UNDER YOUR ACCOUNT IS ATTACHED TO THIS INVOICE FOR YOUR REFERENCE.

ANY QUESTIONS SHOULD BE DIRECTED TO NETWORK MARYLAND AT 410-697-9640 OR PLEASE SEND EMAIL TO CUBAY.WILSON@MARYLAND.GOV FOR PROMPT RESPONSE.

PROCESS YOUR PAYMENT IMMEDIATELY UPON RECEIPT INCLUDING A COPY OF THE INVOICE OR THE INVOICE NUMBER WITH YOUR CHECK AND MAIL TO THE FOLLOWING ADDRESS:

DEPARTMENT OF INFORMATION TECHNOLOGY
100 COMMUNITY PLACE
CROWNSVILLE, MARYLAND 21032

PLEASE CONTACT CUBAY.WILSON@MARYLAND.GOV FOR ANY QUESTION REGARDING THIS INVOICE. FOR DOIT USE ONLY PCA 69C43 AND COMP OBJ 8907.

DEPT. OF INFORMATION TECHNOLOGY
100 COMMUNITY PL

CROWNSVILLE MD 21032

REMITTANCE COPY

CITY OF CUMBERLAND
57 N LIBERTY STREET
ATTN: JOHNNA BYERS
CUMBERLAND

MD 21502

CUSTOMER NO.:0526000COC 001

CUR DOC NO./SFX	AMOUNT
AC022239 001	\$55,018.00
TOTAL INVOICE	\$55,018.00
DUE DATE :	05/20/25

-----PLEASE RETURN THIS REMITTANCE COPY WITH YOUR PAYMENT-----

MEMORANDUM OF UNDERSTANDING
by and between the

MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY
acting for and on behalf of the
STATE OF MARYLAND

and

THE MAYOR AND CITY COUNCIL OF CUMBERLAND

This Memorandum of Understanding is made this 19th day of January, 2016, by and between the **DEPARTMENT OF INFORMATION TECHNOLOGY** (the "Department"), a principal department of the State of Maryland (the "State"), and the **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND** (the "City"), a body politic and corporate and a political subdivision of the State of Maryland, whose address is 57 N Liberty Street Cumberland, MD 21502.

WHEREAS, the City desires that the State provide to the City additional fiber resources so as to enhance and promote the City's purposes;

WHEREAS, it is in the interest of both the City and the Department to construct additional fiber optic network infrastructure in the City and to interconnect that infrastructure with the Department's existing statewide fiber network (OMBN) to create a larger contiguous network;

WHEREAS, the City desires approximately 5.7 miles (0.18 existing underground miles, 3.26 existing aerial miles, 0.16 new underground miles & 2.1 new aerial miles) of additional fiber paths that will interconnect with the State's One Maryland Broadband Network ("OMBN") fiber in the City as shown in Attachment B;

WHEREAS, the City has allocated funds to pay for the installation of 2.26 miles of new fiber; and

WHEREAS, the parties desire to formalize their understandings with respect to the foregoing and enter into this MOU for that purpose.

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. Obligations of the Department.** The Department shall:

- (a) Own and maintain all of the New Fiber, up to its termination/connection with the City facilities.
 - (b) Maintain all of the existing fiber, up to its termination/connection with the City facilities.
- 2. **Obligations of the City.** The City shall:
 - (a) Pay the cost to use the fiber at the Department's standard price for dark fiber as identified in Attachment A.
 - (b) Transfer ownership of all of the New Underground (0.16 miles) and Aerial Fiber (2.1 miles) to the Department upon final installation, it being understood that, irrespective of whether any supplemental instruments are executed, the new Underground and Aerial Fiber shall be owned by the Department .
- 3. **Fees.** Standard rates and fees charged by the Department of Information Technology for services shall apply.
- 4. **Term of MOU.** This MOU is effective as of the date first written above and, unless otherwise agreed by the parties, shall run for a term of five years beginning on January 1, 2016 and continuing through July 6, 2020. This MOU will automatically renew for additional five-year periods at the end of the initial term and all future renewal terms (the initial term and any renewal term is referred to herein as the "Term"), unless either party gives notice of (i) its intent not to renew or (ii) that it requires changes. Such notice shall be made in writing to the other party no less than one hundred eighty (180) days prior to the date the then current Term is to expire.
- 5. **Program Officer.** Department designates Gregory Urban (410-260-7279), or his successor, to serve as Program Officer for this MOU. The City designates Johnna Byers (301-759-6441) or such other personnel as it may designate as its authorized representative. All contact between Department and City regarding all matters relative to this MOU shall be coordinated through the Program Officer and the City's authorized representative.
- 6. **Termination for Default.** If either party does not fulfill its obligations under this MOU or violates any material provision of this MOU, the non-defaulting party may terminate the MOU by giving the defaulting party written notice of termination; provided that, a party shall not be in default under this MOU unless and until the non-breaching party provides it with notice of such default and the defaulting party shall have failed to cure the same within thirty (30) days after receipt of notice. Termination under this paragraph does not relieve the defaulting party of liability for any damages caused to the Department, the City or the State. Damages incurred by the Department, the City and/or the State include, but are not limited to, funds

provided for construction and the cost of the fiber optic cable provided for the physical fiber path

7. **Liability.** Neither party assumes liability for the acts or omissions of the other party or its agents. A Party shall not be liable for damages to the other Party should access or service be disrupted or terminated through no fault of the Party providing the access or service.
8. **Termination for Non-appropriation.** If funds are not appropriated or otherwise made available to support continuation of the networkMaryland system in any fiscal year succeeding the first fiscal year, this MOU shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.
9. **Maryland Law Prevails.** The law of Maryland shall govern the interpretation and enforcement of this MOU.
10. **Non-Assignment.** The Parties shall not assign or otherwise transfer this MOU, or any portion thereof, or lease, license, sublease, sublicense or engage in any other form of transfer of the license, rights, or responsibilities, in whole or in part, in any manner. Any attempted assignment or transfer in violation of this section shall be void.
11. **Immunities/Insurance.** Nothing in this MOU shall be construed to extend the immunities of one party and its agents to the other party or its agents. Each party is responsible for any equipment that it owns and/or operates and neither party is responsible for insuring equipment owned and/or operated by the other. This section shall not be interpreted to obligate either party to insure the equipment that it owns and/or operates.
12. **Changes.** This MOU may not be amended or modified in any manner other than by an agreement in writing approved by the parties and duly signed by authorized persons on behalf of the parties. .
13. **Permitted uses of the networkMarylandTM system and services.** Connectivity to and use of the networkMarylandTM system and services granted to the City under this MOU shall at all times conform to such restrictions and terms and conditions of use that the State may post from time-to-time at www.networkMaryland.gov, including, by way of example only, use only for legitimate non-commercial governmental purposes and conformity with State of Maryland Information Technology Security Policy and Standards.
14. **No Waiver of Sovereign Immunity.** Nothing in this MOU, nor any action taken by any party hereto, nor any document arising out of this MOU shall constitute or be

construed as a waiver of either the sovereign immunity or governmental immunity of the parties.

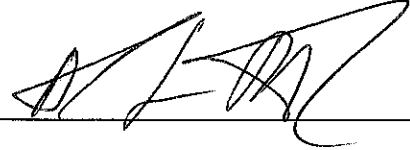
- 15. Successors and Assigns.** This Agreement, and the terms, covenants, warranties and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective authorized heirs, beneficiaries, administrators, executors, receivers, trustees, successors and permitted assigns. Unless otherwise expressly stated herein, nothing in this Agreement shall be construed as an authorization or right of any party to transfer or assign its rights in or delegate its duties under this Agreement without the prior written consent of the other party.
- 16. Captions.** All headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- 17. Entire Agreement.** This MOU contains the entire agreement between the parties with respect to the matters set forth herein. No representations, inducements or agreements, oral or otherwise, between the parties not contained herein shall be of any force or effect.
- 18. Counterparts.** This MOU may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument; and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one complete set of such counterparts.

The Next Page is the Signature Page

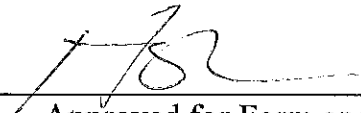
The remainder of this page is left blank. The signature page follows immediately.

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

**MARYLAND DEPARTMENT OF
INFORMATION TECHNOLOGY**

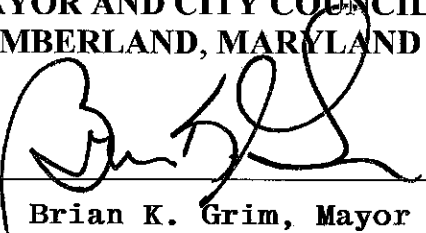
By: _____

Al Bullock, Chief of Staff

_____
Approved for Form and Legal

Sufficiency

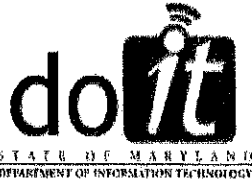
**MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND**

By: _____

Brian K. Grim, Mayor

Attachment A- Incremental Mileage and Cost Increase

Attachment B- Route Maps



MOU Attachment A - City of Cumberland

County:

Allegany

City Contact Information

Contact Name:	Johnna Byers	Date:	8/4/2015
County Address:	57 N Liberty Street Cumberland, MD 21502		
Contact Email:	johnna.byers@cumberlandmd.gov	Contact Phone:	301-759-6441
Contact Cell:			
Contact 2 Name:	johnna.byers@cumberlandmd.gov	Contact 2 Phone:	
Contact 2 Email:		Contact 2 Cell:	
Additional County Information:			

DoIT Contact Information

DoIT Project Manager:	John Eichhorn	DoIT PM Phone:	(410) 590-2064
DoIT PM Email:	jeichhorn@skylinenet.net	DoIT PM Cell:	(443) 896-8966
DoIT Contact 2:	Denis McElligott	DoIT Contact 2 Phone:	(410) 260-6125
DoIT Contact 2 Email:	Denis.McElligott@maryland.gov	DoIT PM Cell:	(443) 315-6408
Additional DoIT Information:			

MOU Metrics

Type of DoIT Service Requested:			
Dark Fiber:	Yes	ISP Connectivity:	SwGI:
Lit Services:		Total Sites:	OMTSN Connection
ISP Connectivity Requested:		SwGI Requested:	
County Cash Match:	\$0.00	DoIT Supplied Equipment:	No
Date of Cash Match Spend:		Cash Match Spend Detail:	

DoIT Infrastructure Utilization:

DoIT Aerial Fiber Mileage:	5.36	DoIT UG Fiber Mileage:	0.34	DoIT Existing Infrastructure Mileage:	
----------------------------	------	------------------------	------	---------------------------------------	--

County Infrastructure Utilization:

County Aerial Fiber Mileage:		County UG Fiber Mileage:		County Existing Infrastructure Mileage:	0
------------------------------	--	--------------------------	--	---	---

Project Information

Municipal Building	
Wastewater Treatment Plant	

Allegany County Cost Utilization Fee

Utilization Cost: \$8,218

Attachment B- Existing Fiber Routes



DoIT Existing Fiber Backbone Route Miles City of Cumberland MOU

- Aqua aerial fiber route footage : 17,256 feet (3.26 miles)
- Green underground route footage: 972 feet (0.18 miles)



City Of Cumberland

- Municipal Service Center
- Waste Water Treatment Plant

Orange New Fiber Route footage: 11, 123 feet (2.10 miles)

Purple New Existing COC conduit fiber route footage: 865 feet (0.16 miles)

File Attachments for Item:

. Order 27,708 - accepting the 2025 Analysis of Impediments to Fair Housing Choice in the City of Cumberland, which provides findings and a potential plan of action to determine how Community Development Block Grant Program (CDBG) funds can be leveraged to affirmatively further fair housing and to address impediments in Cumberland

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

ORDER NO. 27,708

DATE: May 6, 2025

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

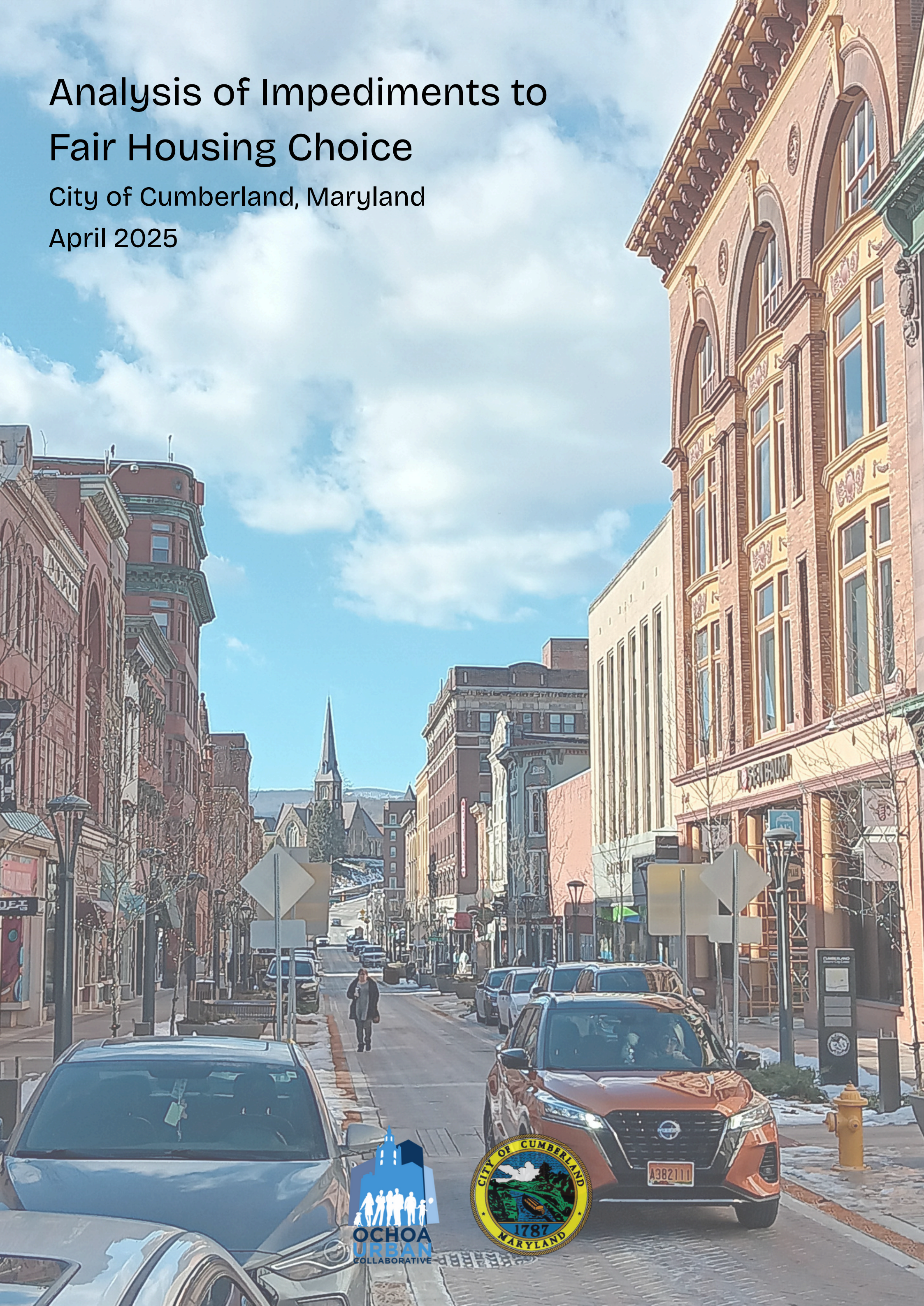
THAT, the 2025 Analysis of Impediments to Fair Housing Choice in the City of Cumberland, which provides findings and a potential plan of action to determine how Community Development Block Grant Program (CDBG) funds can be leveraged to affirmatively further fair housing and to address impediments in Cumberland, be and is hereby accepted.

Raymond M. Morriss, Mayor

Analysis of Impediments to Fair Housing Choice

City of Cumberland, Maryland

April 2025



Acknowledgments

Raymond T. Morriss, Cumberland City Mayor
Richard J. “Rock” Cioni, Cumberland City Council
Eugene T. Frazier, Cumberland City Council
Brian R. Lepley, Cumberland City Council
James Furstenberg, Cumberland City Council
Lee Borrer, Cumberland Community Development Director
Jeff Silka, City Administrator
Ken Tressler, Administrative Services Director
Courtney Thomas-Winterberg, ACDSS Director
Wendolyn McKenzie, HRDC Executive Director
Melinda Kelleher, Downtown Director
Ruth Davis-Rogers, Historic Planner
Kevin Thacker, City Planner
Matt Miller, Cumberland Economic Development Corporation
Julie O’Neal, YMCA Executive Director
Andrea Ziler, Union Rescue Mission
Robert Smith, City of Cumberland Engineering/Utilities Director
Juli McCoy, Chamber of Commerce Director
Jim Raley, Archway Station Director
Stephanie Hutter-Thomas, Mountain MD Forward/Appalachian Recovery Concepts
Dawn Glotfelty, ACDSS Resource Team
Larry Jackson, Main St & DDC Board
Terri Jessie, County United Way
Ashli Workman, Allegany County Tourism Director
DeeDee Ritchie, Canal Place Preservation and Development Authority

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Executive Summary

Executive Summary

The 2025 Analysis of Impediments to Fair Housing Choice (AI), also known as a Fair Housing Plan, for the City of Cumberland, Maryland, provides a comprehensive examination of barriers to fair housing choice, fulfilling a federal requirement for jurisdictions receiving Community Development Block Grant (CDBG) funding. The analysis aims to inform Cumberland's five-year HUD Consolidated Plan and ensure compliance with the Fair Housing Act and the obligation to Affirmatively Further Fair Housing (AFFH).

Fair Housing Legal Framework

The AI is guided by the federal Fair Housing Act, which prohibits housing discrimination based on race, color, religion, national origin, sex, familial status, and disability. The State of Maryland expands protections to include sexual orientation, gender identity, and source of income. The City of Cumberland upholds these protections and assists residents with filing complaints.

Demographic and Housing Trends

Cumberland's population has declined significantly—down 9.2% since 2010 and nearly 44% since 1960—now estimated at under 19,000 residents. The city is less diverse than the state, with 88% identifying as non-Hispanic White. Despite a growing Hispanic/Latino population, limited English proficiency remains low (<1%). The city is aging rapidly, with nearly 24% of residents over age 65 and 23% identifying as disabled, more than double the state average.

Household incomes are substantially lower in Cumberland compared to Maryland statewide, with a median of \$47,819. Poverty is widespread, particularly among Black residents (57.2%), and housing cost burdens persist despite modest housing costs.

Identified Impediments and Progress Since 2020

One of the required sections is to measure progress from the last AI. The 2020 AI identified six major impediments:

1. Inadequate fair housing enforcement and education
2. Limited housing choices for people with disabilities
3. Challenges faced by Hispanic residents
4. Lack of affordable rental housing
5. Lack of homeownership opportunities
6. Inadequate public transportation and access to areas of opportunity

The City of Cumberland has made progress on fair housing over the past five years. Progress includes:

- Expansion of fair housing education events.
- Accessibility improvements funded by CDBG.
- Ongoing housing rehabilitation and sidewalk enhancements.
- Continued blight removal and redevelopment efforts.
- Efforts by the Attainable Housing Committee to address affordability and homeownership gaps.

Programs and Resources

Cumberland utilizes a range of federal, state, and local housing and community development programs. Highlights from key resources include:

- CDBG Program: Received \$777,495 in 2024, with major expenditures on streetscape infrastructure and fair housing outreach.
- Section 108 Loans: The City of Cumberland has one outstanding loan for redevelopment, but additional borrowing authority remains.
- Public Housing and Vouchers: The Housing Authority of the City of Cumberland manages 315 public housing units many of which are undergoing redevelopment under HUD's Rental Assistance Demonstration Program. And, 301 Housing Choice Vouchers are administered locally by the Allegany County Human Resources Committee, however, substantial waiting lists remain.
- Special Programs: Emergency Shelter Grant, Housing Opportunity for People with AIDS (HOPWA), Veterans Affairs Supportive Housing (VASH), Family Unification Program for families with children in foster care, Section 202 for the elderly, and weatherization programs to improve homes for low-income individuals that target the city's most vulnerable populations.
- State Programs include HOME for affordable housing construction, the Low-Income Housing Tax Credit (LIHTC), and the new ENOUGH initiative provide strategic resources for community revitalization and poverty reduction.

Public Engagement and Methodology

The AI involved extensive community engagement, including a 145-response public survey, advisory committee meetings, stakeholder interviews, and public hearings. Data analysis included U.S. Census and HUD datasets, and input from local agencies, nonprofits, and residents. The City and Ochoa Urban Collaborative voluntarily aligned their approach with the 2021 Affirmatively Furthering Fair Housing Rule because the project commenced prior to HUD Secretary Turner's changes to HUD's AFFH rule.

Contributing Factors

The City of Cumberland has identified the following contributing factors to disparities in housing choice:

Fair Housing Issue No. 1: Inadequate Fair Housing Enforcement and Education

Fair Housing Issue No. 2: Limited Housing Choices for Persons with Disabilities

Fair Housing Issue No. 3: Hispanic Residents Face Housing Challenges

Fair Housing Issue No. 4: Lack of Affordable Rental Housing

Fair Housing Issue No. 5: Lack of Homeownership Opportunities

Fair Housing Issue No. 6: Inadequate Public Transportation & Access to Areas of Opportunity

Action Plan and Recommendations

Based on demographic and housing trends as well as public input, the City of Cumberland is addressing the identified contributing factors to fair housing choice with the following goals and actions:

Goal 1: Increase Fair Housing Outreach, Education and Enforcement

Action 1: Augment the number of fair housing education and training per year.

Action 2: Consider creating short videos on fair housing topics.

Action 3: Greater code enforcement.

Goal 2: Improve Housing Opportunities for Persons with Disabilities

Action 1: Continue to provide training for landlords on what constitutes “reasonable accommodation.”

Action 2: Grow the list of accessible units.

Action 3: Provide more funding for modification programs.

Action 4: Continue funding sidewalk and road improvements.

Goal 3: Provide Greater Language Access

Action 1: Although it is optional, it is recommended that the City pass its draft Limited English Proficiency Plan (LEP).

Action 2: Translate more materials to Spanish.

Goal 4: Increase Affordable Housing Supply

Action 1: Continue the City’s efforts to demolish abandoned properties and provide them as opportunities to affordable housing developers.

Action 2: Provide funding for homeowners to rehab their homes. Cumberland has many substandard homes in need of repairs.

Goal 5: Provide more Homeownership Opportunities

Action 1: Work with private lenders to disseminate information on existing First-Time Homebuyer programs as well as work with HRDC to restart the closing costs program using state HOME funds.

Action 2: Increase housing counseling.

Action 3: Redevelop city-owned property.

Goal 6: Improve Access to Transportation and Neighborhoods of Opportunity

Action 1: Increased funding for Allegany Transit. The City and the County should consider joining the Potomac Valley Transit Authority since the PVTA already has some routes in the county and has developed innovative programs.

Action 2: Connect transportation to land use.

The AI is meant to inform the City's Consolidated Plan as well as provide valuable information to guide updates to the City's zoning ordinances and comprehensive plan that will set the course for equitable redevelopment in Cumberland over the next five years.

I. Background

The U.S. Department of Housing and Urban Development (HUD) Analysis of Impediments to Fair Housing Choice (AI), also known as a Fair Housing Plan, is a requirement of all states, counties, and jurisdictions that receive Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) funding from the HUD. Each entitlement jurisdiction must submit an AI before the five-year Consolidated Plan for FY 2021 to 2025 that guides the use of those federal funds.

Because HUD funds are limited, a key purpose of the Fair Housing Plan is to help the states, counties, and cities prioritize federal funding for populations that are experiencing barriers to housing choice. The Fair Housing Act (24 CFR 5.518) specifically outlaws the refusal to sell or rent to a person or family because of their race, color, religion, national origin, sex, familial status, or disability. The second part of the Fair Housing Act states, "All executive departments and agencies shall administer their programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) in a manner affirmatively to further the purposes of" the Fair Housing Act. The law's directive to affirmatively further fair housing is delegated as a requirement of all jurisdictions receiving HUD funds.

HUD requires that jurisdictions take *meaningful action* to reduce barriers to housing for protected classes under the Fair Housing Act, ameliorate the effects of segregation, and increase access to areas of opportunity. The AI provides specific goals and action steps that the City of Cumberland will take to advance fair housing, expand housing choices, mitigate economic and racial segregation, and target investments in communities most in need.

Overview of the Fair Housing Act

The Fair Housing Act was enacted into law in 1968 and prohibited discrimination in the housing market based on race, color, religion, and national origin. In 1974, sex was added as a protected class, and in 1988, the Act was further amended to prohibit discrimination based on disability and familial status.

The Federal Fair Housing Act covers most housing. The Act explicitly prohibits discrimination in the sale or renting of housing, as well as in mortgage lending.

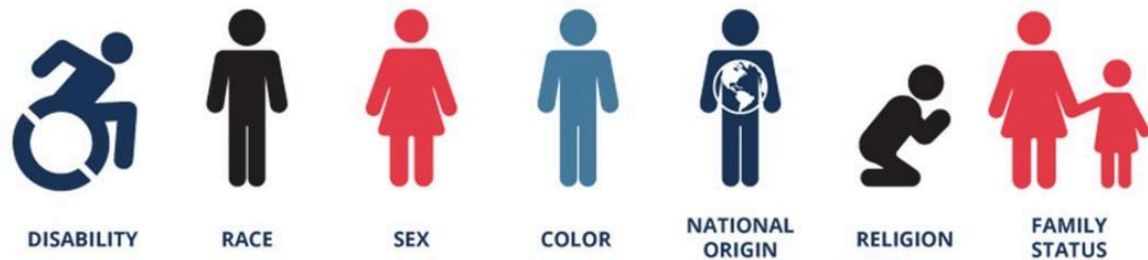


Figure I-1. Prohibitions Outlined in the Federal Fair Housing Act

Sale or Rental of Housing No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin: • Refuse to rent or sell housing • Refuse to negotiate for housing • Make housing unavailable • Deny a dwelling • Set different terms, conditions, or privileges for the sale or rental of a dwelling • Provide different housing services or facilities • Falsely deny that housing is available for inspection, sale, or rental • For-profit, persuade owners to sell or rent ("blockbusting") • Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing • Advertise or make any statement that indicates a limitation or preference based on race, color, religion, sex, disability, familial status, or national origin. (This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.)	Mortgage Lending No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin: • Refuse to make a mortgage loan • Refuse to provide information regarding loans • Impose different terms or conditions on a loan, such as different interest rates, points, or fees • Discriminate in appraising property • Refuse to purchase a loan, or • Set different terms or conditions for purchasing a loan
--	--

There are additional protections under the Fair Housing Act for people with disabilities. If a person has a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex, and mental challenges) that

substantially limits one or more major life activities, or has a record of a disability, or is regarded as having a disability, a landlord may not:

- Refuse to let the disabled person make reasonable modifications to a dwelling or common use areas, at the disabled person's expense, if necessary, for the disabled person to use the housing. Where reasonable, the landlord may permit changes only if the disabled person agrees to restore the property to its original condition when he or she moves.
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary, for the disabled person to use the housing.

The Fair Housing Act also offers protections to families with children and pregnant women. Unless a building or community qualifies as age-restricted housing for older adults, it may not discriminate based on familial status, presence of children, or the presence of a pregnant woman. Housing for older adults is exempt from the prohibition against familial status discrimination only if HUD has determined that it is specifically designed for and occupied by elderly persons under a federal, state or local government program, it is occupied solely by persons who are 62 or older, or it houses at least one person who is 55 or older in at least 80% of the occupied units and adheres to a policy that demonstrates the intent to house persons who are 55 or older.

The Fair Housing Act states that it is illegal to threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right.

Affirmatively Furthering Fair Housing

An important provision of the Fair Housing Act directs "all executive departments and agencies shall administer their programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) in a manner affirmatively to further the purposes of" the Fair Housing Act. The law also requires the Secretary of HUD to administer all HUD programs in a manner that *affirmatively furthers fair housing*. Specifically, the affirmatively furthering fair housing provision directs all agencies that administer, invest, or have oversight of housing programs to take *meaningful actions* to address significant disparities in housing needs and access to opportunity to reduce and ultimately eliminate racial and economic segregation, and interpreted to go a step further to transform racially and ethnically concentrated areas of poverty into areas of opportunity.

Despite being part of the Fair Housing Act since its inception, there was minimal administration or enforcement. Rather, HUD's Office of Fair Housing has provided guidance, training, and data to make it easier for jurisdictions to comply with the letter and the spirit of the law. However, over the past ten years, various administrations have had differing interpretations of how jurisdictions should comply with the obligation to complete a Fair Housing Plan.

On February 28, 2025, HUD Secretary Scott Turner announced it would terminate the Biden Administration's 2021 Affirmatively Furthering Fair Housing Rule, citing that the 2021 rule increases red-tape and return decision-making power to local and state governments. In the press release,

Secretary Turner states that “by terminating the AFFH rule, localities will no longer be required to complete onerous paperwork and drain their budgets to comply with the extreme and restrictive demands made up by the federal government. This action also returns decisions on zoning, home building, transportation, and more to local leaders. As HUD returns to the original understanding and enforcement of the law without onerous compliance requirements, we can better serve rural, urban and tribal communities that need access to fair and affordable housing.” Instead, a local jurisdiction’s self-certification that it has complied with the Fair Housing Act will now be sufficient for HUD.

However, it is important to note that this Fair Housing Plan was in progress prior to the February 28th announcement. The City of Cumberland and Ochoa Urban Collaborative, the consulting team, have voluntarily agreed to follow the format and guidance that mirrors the 2021 Affirmatively Furthering Fair Housing rule.

State and Local Fair Housing-Related Regulations

State of Maryland Commission on Civil Rights

In addition to the protected classes under the Fair Housing Act, the Maryland Human Relations Act (section §20-702) prohibits discrimination in housing on the basis of sexual orientation, gender identity, and source of income. The addition of source of income was the latest protected class added to the Maryland Human Relations Act in 2020 to protect families and individuals from housing discrimination because they have a Housing Choice Voucher or another form of federal, state, or local housing assistance.

Figure I-2. Prohibitions Under Maryland’s Human Relations Act

No one may take any of the following actions based on race, color, religion, sex, disability, familial status, marital status, national origin and sexual orientation: ● Refusing to negotiate, sell or rent a dwelling to any qualified buyer or renter; ● Using discriminatory terms and conditions in selling or renting; ● Communicating that a dwelling is not available for inspection, sale or rent, when in fact it is available; ● Attempting to steer persons into or away from neighborhoods or apartment complexes that are racially segregated; ● Setting terms and conditions of home loans in such a way as to discriminate; ● Restricting membership or participation in a multi- listing service or similar organization related to the business of selling and renting real estate; ● Using discriminatory notices or	If an individual has a disability, it is further illegal to: ● Refuse to permit, or at the expense of the renter, reasonable house modifications that are necessary for the daily life of a person with a mental or physical disability; ● Refuse to reasonably accommodate or adjust rules, policies, services or practices that hamper the use of an apartment, condominium, or house by a person with a physical or mental disability; ● Have multifamily housing that is not accessible to people with disabilities. Multifamily housing is required to have accessible units and access routes (wide doors and hallways), accessible public and common areas, and management must provide for effective communication as needed by a disabled person.
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advertisements indicating any preference or discriminatory limitation; • Treating a person differently from someone else because of their race, disability, familial status, religion, sex, marital status, national origin or sexual orientation; • Committing acts of prejudice, violence, harassment, intimidation, or abuse directed against families or individuals or their residential property; • Perpetuating segregated housing patterns.	
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The Maryland Commission on Civil Rights also provides additional protections to those who believe they are experiencing harassment are also a protected class. Harassment for filing a housing complaint or being harassed simply for being involved in an investigation is prohibited under the law.

City of Cumberland

The City of Cumberland provides protections as specified by the Maryland Human Relations Act. City staff can assist those who experience housing discrimination in filing a complaint to the Maryland Commission on Civil Rights or the US Department of Housing and Urban Development (HUD).

Figure I-3. Protected Classes Under Federal, State, and Local Statutes

	Federal Fair Housing Act	Maryland Human Relations Act	City of Cumberland
Race	•	•	•
Color	•	•	•
National Origin	•	•	•
Religion	•	•	•
Sex	•	•	•
Familial Status	•	•	•
Disability	•	•	•
Marital Status		•	•
Sexual Orientation		•	•

Age	•	•	•
Military Status		•	•
Political Opinion		•	•
Personal Appearance		•	•
Source of Income		•	•

Assessing Fair Housing

This Fair Housing Plan describes disparities in access to opportunity among protected classes and identifies contributing factors that have contributed to disparate access in the City of Cumberland. The contributing factors inform the specific goals and action steps that the City of Cumberland will take to advance fair housing, expand housing choice, mitigate economic and racial segregation, and advise the city on how best to target its CDBG and other investments to communities most in need.

While not required by HUD, this Fair Housing Plan is organized to follow the structure proposed for the Assessment of Fair Housing (AFH) outlined in the AFFH Rule Guidebook published on December 31, 2015.

It is important to note that resources and guidance are rapidly changing so the consulting is maps and data made available by HUD as practicable. In addition, the team is using the most recently available data from the U.S. Census Bureau, Allegany County, State of Maryland, and local sources.

Completion of a Con Plan is required of all communities that receive grant funding from HUD, including the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, Housing Trust Fund (HTF) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program. The City of Cumberland only receives CDBG funds.

The Con Plan serves as a framework for a community-wide dialogue to identify housing and community development priorities for federal funding. Results from this AI will help to inform the establishment of the goals, priorities and strategies developed for the City's five-year Consolidated Plan and One-Year Action Plans.

Ideally, a Fair Housing Plan is completed before a HUD Consolidated Plan is finalized. However, this is not practicable for the City of Cumberland, therefore, the City is preparing its five-year Consolidated Plan (Con Plan) concurrently. The production and public hearing schedule still allows the Fair Housing Plan to inform the city's Consolidated Plan.

Analysis of Impediments Methodology

This analysis encompasses an evaluation of both quantitative and qualitative data to document overarching local and regional housing markets and demographic trends, assess patterns of segregation and integration, identify barriers to housing opportunities, evaluate prior fair housing efforts, and propose goals and actions to remove impediments to fair housing choice.

Data sources for the quantitative analysis include the following:

- U.S. Census Bureau's American Community Survey and Decennial Census
- Jobs proximity and school proficiency indices from HUD
- U.S. Bureau of Labor Statistics
- Maryland State Data Center
- Maryland State Department of Health
- Home sale transactions data from the Multiple Listing Service (MLS)
- Financial lending institution data from the Home Mortgage Disclosure Act (HMDA) database;
- Other local data made available by City and County departments and agencies (e.g., locations and characteristics of publicly-subsidized housing and residents of that housing, new construction data, code enforcement data, public transportation routes, etc.)

In addition to the quantitative analysis, a limited review of city programs and policy documents were reviewed and updated. Input was solicited from a range of stakeholders in the community to better understand factors contributing to limited housing choices and to assess potential solutions for expanding fair housing choice. This examination included a review of the following documents and research:

- A limited review of current legislation, rules, ordinances, and laws governing the location and type of real estate development in the City
- Program regulations and allocation procedures for city resources for affordable housing and community development;
- Policy and programmatic efforts to combat predatory lending practices in the County, including housing counseling availability/content and an examination of fair housing/lending complaints and responses
- A limited review of County and City planning and policy documents, Consolidated Plans, Annual Plans, and CAPERs; and prior Analysis of Impediments to Fair Housing Choice reports.

Agency and Program Descriptions

Part of the Analysis of Impediments includes a review of agency programs and an evaluation of how they impact fair housing choice. The following is a description and review of programs available to the City of Cumberland that offer housing solutions to underserved communities and protected classes. Many of these programs serve low- and moderate-income households and individuals who

have disproportionate housing needs. Many of these households and individuals live in communities of color, experience homelessness, or are elderly or disabled. In some cases, households and individuals may experience multiple housing conditions, such as low-income persons of color who are also homeless or seniors with disabilities.

It is important to note that at the time of this writing, federal government programs are under review, and Congress has not passed a 2025 budget. It is also worth noting that the Maryland state budget is facing significant cuts and has yet to be passed. Programs described in this section summarize existing programs but they may have more limited funding in the future. The descriptions are not meant to be exhaustive of all programs that impact housing choice but are meant as a guide to understand available federal, state, and local resources so that local jurisdictions can better understand how to fill housing gaps.

Local Programs

CDBG Program

The CDBG Program celebrated its 50th anniversary in 2024. One of HUD's longest running and most successful programs, the Community Development Block Program funds a variety of programs for urban planning, affordable housing rehabilitation, community development, economic development, infrastructure, and public services that serve low-and-moderate income individuals and families.

CDBG-funded activities must qualify under one of three national objectives of the program: benefitting low- and moderate-income persons, preventing or eliminating slums or blight, or urgent needs. Cumberland's high priority populations include youth, low income, homeless, elderly, veterans, disabled persons, and persons with HIV/AIDs.

In 2024, the City of Cumberland received \$777,495. The most recent available report, shows that the City expended \$935,641.57 in CDBG funds through June 30, 2023 in a number of categories including Single-Unit Residential Rehab (\$11,195), Public Services (\$48,800.50) and Public Facilities and Infrastructure (\$768,604), and General Administration and Planning (107,041.82). In Public Services, the City of Cumberland spent \$95,556.35 on fair housing education and outreach. The largest expenditures were in Parks and Recreational Facilities (43.03%) and Sidewalks (34.28%) for the completion of the Baltimore Street streetscape.

Section 108 Program

Section 108 Program is a loan guarantee component of the CDBG program. It provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. HUD allows entitlement communities to borrow up to five times their CDBG allocation. Currently, the City of Cumberland's Section 108 borrowing authority is \$3,582,475. Currently, the City has one outstanding loan of \$350,000 for the rehabilitation and

construction of the administration building for the Allegany County Human Resources Development Commission located at Virginia Avenue.

Emergency Solutions Grant

The Emergency Solutions Grant (ESG) program is administered by the regional Continuum of Care (CoC) of which Allegany County is a member. The City of Cumberland does not receive a direct allocation of the ESG grant. Services are provided by contract with non-profit agencies for emergency shelters to households experiencing a temporary crisis. It also links homeless individuals and families to transitional housing and permanent supportive housing options. ESG funding is targeted to improve the quality of existing shelters, make additional shelters available, meet operating costs, and provide social services to homeless individuals. This formula-funded program requires the jurisdiction to provide a match of at least 100% of the ESG funds.

Funding priorities for services are determined using several factors: priority areas identified in the Continuum of Care's Ten (10) Year Plan to Prevent and End Homelessness, alignment with Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (Pub. L. 111-22) (HEARTH Act) and ESG regulations; level of need documented in Homeless Management Information System (HMIS) (annual CAPER report); and funds currently available for similarly situated activities.

According to Allegany County's HMIS system, Cumberland has an emergency shelter with 93 year-round beds, 18 permanent supportive housing units, another 36 permanent supportive housing beds and 64 rapid recovery beds countywide. Some of the programs funded include Laura's Anchor, a transitional homeless shelter for single women and families with children; Family Crisis Resource Center shelter's case management, crisis hotline, and homeless services; YMCA's comprehensive services to homeless that include a transitional shelter, case management, and food to single men, single women, and families; and Union Rescue Mission's food and case management services including a shelter for men and families. By the end of 2025, the new Union Rescue Mission of Western Maryland building will have 50 shelter beds for men, 20 for women, and 50 for families. The Rescue Mission plans to expand the current facility with the addition of 40 overnight beds and eight transitional apartments for graduates of Rescue Mission programs. In FY 19, the State of Maryland received \$1.21 million in ESG funds.

Homeless Services

Allegany County's Office of Housing Opportunities administers programs for individuals and families who are homeless or in danger of becoming homeless. The county provides services to homeless individuals and families, including transitional housing, housing stabilization assistance, case management, and food assistance through programs like the Maryland Emergency Food Program. Services currently offered include Laura's Anchor, a transitional housing facility that provides shelter to single women and families with children who need rent assistance, security deposits, rental arrears, utility payments, and food assistance. Case management services are provided to all program participants in the Housing Opportunities programs.

In addition, the Emergency Rental Assistance Program (ERAP) provided a detailed assessment and self-sufficiency plan that includes housing, financial education, employment assistance, education, job training, physical/mental health, nutrition, personal support services, transportation and childcare. Funds for this program have recently been expended, limited rental assistance is available through the YMCA.

Finally, the County's Human Resources Development Commission manages the Continuum of Care in Cumberland, including transition shelters for homeless women and children, supportive housing for chronically homeless individuals, and rapid re-housing. For example, the Cumberland YMCA provides Single Room Occupancy (SRO) units for men and women, and permanent supportive housing for the disabled. In Cumberland, there are: 93 Emergency Shelter (ES) beds; 18 Permanent Supportive Housing (PSH) units; 36 PSH beds; 0 Transition Housing (TH) beds; and 64 Rapid Re-Housing (RH) beds. To better serve the homeless needs of the community, the current Allegany/Cumberland Continuum of Care has voted to join the Balance of States CoC that includes Cecil County, Washington County, and Southern Maryland (Charles County, Calvert County, and St. Mary's County).

Housing Opportunities for Persons With AIDS

The Housing Opportunities for Persons with AIDS (HOPWA) is administered by the Continuum of Care on behalf of Allegany County. Funds are distributed using a statutory formula that relies on AIDS statistics from the Centers for Disease Control. Three-quarters of HOPWA formula funding is awarded to qualified states and metropolitan areas with the highest number of AIDS cases. One-quarter of the formula funding is awarded to metropolitan areas that have a higher than average per capita incidence of AIDS.

HOPWA housing and services are provided as an "as-needed" service, providing a housing voucher to persons living with HIV/AIDS. The State of Maryland Department of Social Services reports there are 19 HOPWA slots for Western Maryland, which includes Allegany, Washington, and Garrett Counties. Three are currently held by Allegany County-Cumberland, and two slots are available to Allegany County clients.

Public Housing

The Housing Authority of the City of Cumberland (Housing Authority) manages 315 units of public housing in five developments. The latest report available (2024) on the HUD Public Housing Data Dashboard shows that the Housing Authority received \$3 million in total funding, with \$1.6 million in Capital Funds and \$1.2 million in Operating Funds. The Housing Authority is a HUD High-Performing PHA with a score of 92% in 2023.

Like elsewhere in the country, the need and demand for public housing is great. The Housing Authority has approximately 273 people on its waiting list. Over the past decade, the PHA has renovated and converted many of its older public housing developments under HUD's Rental

Assistance Demonstration program. Starting in 2017, HUD approved the conversion of the John F. Kennedy Homes and Fort Cumberland Homes with a plan to convert all its developments from public housing units to project-based rental assistance (PBRA).

The completed developments include River Bend Court, formerly known as Fort Cumberland Homes, a \$19,385,726 project completed in 2021; JFK Apartments, currently undergoing a \$30 million renovation to be completed in 2025; and Queen City Tower, which is currently in the design phase of conversion from public housing to RAD. The Banneker Gardens, Willow Valley, Grande View, and Jane Frazier Village developments are currently being evaluated for future RAD conversion.

The PHA submitted its 2025-2030 Five-Year PHA Public Agency Plan for review from HUD. The plan's goals are: affirmatively furthering fair housing and ensuring equal opportunity, improving the efficiency and effectiveness of the agency, enhancing the quality of the existing housing inventory, providing and attracting resident supportive services, maintaining a High Performer designation for the Public Housing Assessment System (PHAS) by the HUD Real Estate Assessment Center (REAC) or equivalent under Project-Based Rental Assistance; evaluating the transition of remaining Public Housing Developments under the HUD Rental Assistance Demonstration (RAD) Program; and effectively seek out local, state, and federal funding opportunities.

The PHA continues to make improvements to rehabbing and expanding the number of units for persons with disabilities. For example, 10% of the units (49) are ADA compliant. The PHA serves 36 residents at Willow Valley Apartments under a Congregate program that is a grant awarded through the Maryland Department of Aging Congregate program every year.

Housing Choice Voucher

The Housing Authority of the City of Cumberland (Housing Authority) provides rent subsidies to very low-income individuals, including veterans and the disabled. Additional vouchers serve individuals diagnosed and living with HIV/AIDs. The Public Housing Authority provided 301 Housing Choice Vouchers in 2023 in partnership with the Allegany County Human Resources Development Commission (HRDC) and the City of Cumberland since 2009.

Family Unification Program (FUP)

The Family Unification Program (FUP) provides Housing Choice Voucher rental assistance to reunite families when children are placed in foster care or when parents are in imminent danger of separation from their children due to a lack of adequate housing. Clients are accepted on a referral basis from the Department of Human Services. In 2023, the Department of Human Services provided 13 family unification vouchers.

Veterans Affairs Supportive Housing (VASH)

The VASH Program is a tenant-based federal rental assistance program for military veterans. This Program is administered by local public housing agencies (PHAs) that have partnered with the local Veterans Affairs Medical Center (VAMC). This program pairs the Housing Choice Voucher with case management and clinical services provided by the Department of Veterans Affairs (VA). Veterans must be VA health eligible veterans and must also meet the definition of homeless as defined in the McKinney Homeless Assistance Act. The VAMC screens all families for eligibility and makes a written referral to the Housing Authority. Allegany County's HRDC manages the VASH voucher program for any veteran who needs one. In 2023, 22 veterans received a VASH voucher in Allegany County.

Supportive Housing for the Elderly (Section 202)

The Section 202 grant is a federally funded grant designed to expand the supply of affordable housing with supportive services for seniors. It provides capital to finance construction, rehabilitation or acquisition of housing for very low-income seniors. HUD provides interest-free capital advances to private, non-profit sponsors to finance the acquisition, construction, and rehabilitation of supportive housing for seniors. The capital advances do not have to be paid as long as the project serves very low-income seniors for 40 years. Project-based rental assistance is also available to cover costs not covered by the HUD-approved operating costs and the tenant's contribution for three years and are available for renewal based on the availability of the funds.

There are three Section 202 developments listed in HUD's Open Data Site. The first is Cumberland Arms, a 69 unit building located on Liberty Street; Cumberland Manor, a 102 unit building (101 assisted units) on Baltimore Street; and Mountain View Towers, with 114 units located on Sommerville Avenue.

Violence Against Women Act (VAWA)

The VAWA Program provides federal rental assistance for victims of domestic violence who are faced with imminent homelessness and for whom rental assistance will help place them in a safe environment. Clients are accepted on a referral basis from the Human Resources Development Commission, the Department of Human Services, Laura's Anchor, and the Family Crisis Resource Center.

Getting Ahead

Originally called Bridges to Opportunity program is a collaborative approach based on an internationally successful model that enhances and grows existing resources. Bridges to Opportunity's mission is to move more individuals from poverty to self-sufficiency; reduce social costs related to crime, poor health, and welfare; strengthen educational attainment and job skills; and enhance economic development and revitalize neighborhoods. Coordination helps improve services by addressing and advocating for system-wide changes at federal, state, and local levels. A steering committee leads the effort and includes the City and County government, police and court representatives, the Allegany County Human Resources Commission, Cumberland Economic

Development Corporation, and the Western Maryland Health System. Part of the coordination and strategy also includes job training and workforce development to address the issues of unemployment, low wages, and high rent cost burden that prevent many families from escaping the cycle of poverty. Other services provided include childcare and transportation, which are important elements in helping individuals and families succeed. The program is now open to two cohorts a year.

Historic Preservation Programs

The City of Cumberland offers a 10% tax credit to the City's annual property tax for qualified and approved renovations. A minimum of \$5,000 of renovations must be reviewed and approved by the City's Historic Preservation Commission. The credit can be used for up to five years if the amount of credit is greater than the amount of annual taxes due. The tax credit can be used in conjunction with the state and federal historic tax credits, which require separate reviews. Additionally, a City property assessment freeze is available for up to ten years if the property is located in a designated historic district.

Weatherization Assistance Program (WAP)

The Weatherization Assistance Program (WAP) is a program operated by Allegany County's Department of Housing and Community Development that allows eligible low-income households to install energy conservation materials in their homes to reduce consumption and energy costs. Eligible projects include: attic, floor, and wall insulation; weather stripping and caulking to reduce air leaks; installation of hot water heater jackets; cleaning and maintenance performed on gas, kerosene, and/or oil furnaces; window and door repair; and attic venting. Funding is provided by the U.S. Department of Energy (DOE) and the EmPower Maryland Program.

Eligible applicants are owner-occupied households who have income at or below 200% of the poverty threshold. Rental units are eligible with the landlord's agreement. Priority is given to those who are elderly, disabled, have families with children, and/or have the highest energy consumption. On average, the program has helped residents reduce energy costs by 10% to 25%.

State Programs

The State of Maryland (through the Department of Housing and Community Development) provides resources for the development and preservation of affordable rental housing.

ENOUGH Program

The City of Cumberland was competitively selected as a grantee for the Moore Administration's ENOUGH program. The Engaging Neighborhoods, Organizations, Unions, Governments and Households (ENOUGH) initiative is a \$20 million the first-of-its-kind state-led, place-based strategy to create poverty fighting opportunities driven by communities' lived experience and expertise, data,

and cross-sector partnerships. ENOUGH surges resources into neighborhoods that have been disproportionately impacted by systems and policies that limit wealth creation and economic mobility.

The City of Cumberland's ENOUGH Initiative is a collaborative effort led by the City of Cumberland as the Community Quarterback, Allegany County Human Resources Development Commission, Inc. (HRDC) as the fiscal agent, and the Local Management Board as the Project Lead. Their work will be supported by the Allegany County Department of Social Services. The entities have an extensive history of partnering on projects and initiatives to meet the needs of the community. All are actively engaged in providing services to the targeted community, with HRDC's Administrative Offices and Senior Center being located on Virginia Avenue. In addition to an Early Head Start and Head Start Center located within the Census Tract.

The City of Cumberland is taking an active leadership role as the Community Quarterback under the guidance of Mayor Ray Morriss. As a HUD Community Development Block Grant (CDBG) Program entitlement community, the City of Cumberland is recognized as a low-to-moderate-income area. This designation enables the city to access vital resources for housing and community development initiatives. In fulfilling its responsibilities, the City of Cumberland collaborates extensively with various stakeholders, including other local governments, higher education institutions, non-profits, businesses, advocacy organizations, neighborhood betterment groups, and faith-based organizations. Together, these partners contribute to the development of Consolidated Five-Year Plans and subsequent annual updates, ensuring that plans reflect the community's evolving needs. Through this collaborative planning process, the city conducts a thorough analysis to identify and address housing and community development priorities, striving to improve the quality of life for all residents.

The Enough Grant Program is dedicated to advancing early childhood development, education, and community health while aligning with the broader mission of combating poverty and strengthening support systems. Fostering collaboration across key sectors-including education, health, workforce, housing, and public safety programs, will create opportunities to address poverty through community-driven insights, data, and cross-sector partnerships. Additionally, it will direct resources into neighborhoods that have been disproportionately affected by systemic barriers, helping to promote wealth creation and economic mobility.

Community Legacy Program

The Community Legacy program provides local governments and community development organizations with funding for business retention and attraction, homeownership, and commercial revitalization activities. Cumberland was designated as a Community Legacy Area in 2001. Local governments must be certified as Sustainable Communities and must complete a Sustainable Communities Action Plan. Only state-designated Priority Funding Areas may apply for the designation. Cumberland is designated as a Priority Funding Area. It completed its first Sustainable Communities Plan in 2011 and was updated in 2017. Sustainable Communities must demonstrate a need for reinvestment and identify Community Legacy projects that aim to stabilize a community; reverse social, economic, or physical decline; or encourage sustainable growth. Typical eligible

projects include: mixed-use development consisting of residential, commercial, and/or open space; business retention, expansion, and attraction initiatives; streetscape improvements; increasing homeownership and home rehabilitation; residential and commercial façade improvement programs; real estate acquisition including land banking; and strategic demolition.

HOME Investment Partnership (HOME)

The HOME program is intended to assist states and Participating Jurisdictions (local governments that receive a direct allocation) in expanding the supply of decent, affordable housing for low and very low-income families. The City of Cumberland is not a Participating Jurisdiction but can receive HOME funding through the State's Department of Housing and Community Development. The program encourages developers to create housing for first-time homebuyers, households of limited income, and special populations. The financial assistance given to projects is determined project by project. Funded activities include reconstruction, rehabilitation, homebuyer assistance, and tenant-based rental assistance. Local governments are required to provide a 25% match. The State will combine HOME funds with their single-family and multi-family housing programs, including the Low-Income Housing Tax Credit program, other state funds, and bond funds. Homebuyers may be further assisted through the Maryland Mortgage Program, which assists first-time homebuyers with downpayment and closing costs.

The HOME Program is the largest program for state and local governments designed to create affordable housing for low- and moderate-income households, expand the capacity of non-profit housing providers, strengthen the ability of state and local governments to provide housing and leverage private sector participation in housing projects. HOME dollars are often a key subsidy that makes affordable housing development financially feasible. During FY 2019, Maryland received \$5,762,762 in HOME funds. In Cumberland, the Old Town Manor, a 138-unit development, received HOME funds in 2014. No projects in Cumberland have received HOME funding since 2014.

Low-Income Housing Tax Credit (LIHTC) Program

The LIHTC program is a federally-funded, state-administered program and is the primary source of public funding for affordable rental housing development and rehabilitation. LIHTC resources are allocated to projects according to policies enumerated in the state's Qualified Allocation Plan (QAP) and Multifamily Rental Financing Program Guide. The program has two types of tax credits that are available to developers of affordable housing: one is the 9% credit that is generally reserved for new construction, and the 4% credit that is typically used for rehabilitation projects and new construction financed with tax-exempt bonds. Typically, the 9% tax credit is a very competitive process, while the 4% credit, which is less lucrative, is normally not competitive. To compete for the 9% credit program, applicants for LIHTC funding submit projects that are evaluated and receive points based on the criteria outlined in the QAP. The state updated its QAP on January 23, 2025.

State priorities for allocating LIHTC are: socially equitable investment in sustainable, energy-efficient homes, promoting walkability, community-centric amenities, and universal design features while also incentivizing projects that serve special needs populations like veterans.

The Maryland QAP has set-asides for the following categories: non-profits, infill and redevelopment, permanent supportive housing,

The federal Low-Income Housing Tax Credit Program (LIHTC) is the principal funding source for the construction and rehabilitation of affordable rental homes. Currently, there are 13 LIHTC-funded projects in Allegany County with a total of 703 units. Of those, eight developments, with 407 units, are located within the City of Cumberland.

Maryland Historic Homeowner Tax Credit

A program of the Maryland Historical Trust (MHT), the Maryland Historic Homeowner Tax Credit, provides homeowners with a state income tax credit equal to 20% of qualified rehabilitation expenditures. The credit is capped at \$50,000 in a 24-month period and must have a minimum of \$5,000 of eligible expenses to qualify. The state homeowner tax credit may be used with local historic tax credits. However, MHT review is independent of local review and may not be waived or substituted for local approval. To qualify, buildings must be listed on the National Register of Historic Places, a contributing resource in a National Register Historic District, a locally designated structure, or contributing local structure to a local district that is potentially eligible as National Register Historic District.

Maryland Mortgage Assistance Program

The Maryland Mortgage Assistance Program (MMAP) includes a variety of loan products for first-time homebuyers. Mortgages include government guaranteed loans from HUD Federal Housing Administration (FHA), the Department of Veterans Affairs (VA), and the US Department of Agriculture (USDA). Loan products include a 30-year fixed rate mortgage (First Time Advantage), 30-year mortgages with closing costs and downpayment assistance (Flex Loans), and no-interest, deferred loans for downpayment assistance matched by employer funds (Partner Match).

Opportunity Zones

A large portion of City of Cumberland has been designated an Opportunity Zone. Created in 2017 by the federal Tax Cuts and Jobs Acts as a tax incentive for rural and low-income urban areas that have experience disinvestment, the Opportunity Zones program has a ten-year window that provides incentives and tax forgiveness of capital gains for qualified investments in targeted zones. The Maryland governor has made available additional State incentives, including \$20 million for building and renovating affordable housing and \$3.5 million for the acquisition and demolition of derelict and vacant buildings in Opportunity Zones. The State has also added State tax credits for job creation, including the Job Creation Tax Credit and the One Maryland Tax Credit. The State has set aside \$3 million for job training, along with other programs to provide workforce training programs. These enhancements can be further leveraged with locally available funds, including federal HOME and CDBG funds.

Strategic Demolition Fund

A fund available for state designated Sustainable Communities such as Cumberland for the demolition of derelict non-contributing structures; site acquisition and assembly; site development; and construction design and engineering. The Strategic Demolition Fund seeks to catalyze economic development and job creation by assisting communities in redevelopment through demolition. Funds are awarded on a competitive basis to projects that can prove a high economic and revitalization impact.

Sustainable Communities

The City of Cumberland, Maryland submitted a renewal application for its designation as a Sustainable Community, reflecting its ongoing efforts to revitalize and improve the city's livability, economy, infrastructure, and environment. The application highlights demographic changes, including a declining and aging population, lower homeownership rates, increased poverty, and aging housing stock. The plan addresses several areas including: environment, economy, transportation, housing, and quality of life. Despite these challenges, the city has made significant progress across key areas.

In the Environment section, major accomplishments include the installation of a 5-million-gallon CSO tank, increased urban tree canopy through Arbor Day programs, and energy efficiency upgrades to city facilities. The Economy has been supported by infrastructure improvements, downtown revitalization initiatives, new small business developments, and investment in job training and educational partnerships such as the Bridges to Opportunity initiative and the IT Center for Excellence.

In Transportation, the city implemented ADA-compliant pedestrian improvements, parking garage upgrades, and street paving projects along with designs to reintroduce vehicular access downtown to boost commerce. A major accomplishment is the redesign and completion of Baltimore Street and river park projects to enhance tourism and eco-recreation.

Under Housing, the city addressed substandard housing by surveying and demolishing vacant properties as part of the Cumberland Blight Plan as well as supporting upper-story residential development downtown. The Quality of Life was enhanced through cultural events, signage improvements, park development, and historic preservation.

The city maintains a strong, collaborative Sustainable Communities Workgroup and has expressed a desire for continued technical assistance, particularly related to transportation, trail development, and behavioral health services. Public participation and alignment with existing local plans shaped the updated Sustainable Community Action Plan, which outlines strategic goals for the next five years.

Other Related Programs

Limited English Proficiency Plan

Until recently, HUD required that communities complete a Limited English Proficiency (LEP) plan as required under Title VI for recipients of federal assistance. Cumberland has completed its LEP plan, but was never adopted by the Mayor and City Council.

On March 1, 2025, President Trump signed an Executive Order designating English as the Official Language of the United States. As part of the Executive Order, the Executive Order 13166 signed on August 11, 2000 (Improving Access to Services for Persons with Limited English Proficiency) was revoked. The EO directs that “agency heads should make decisions as they deem necessary to fulfill their respective agencies’ mission and efficiently provide Government services to the American people. Agency heads are not required to amend, remove, or otherwise stop production of documents, products, or other services prepared or offered in languages other than English.” Therefore, the City of Cumberland no longer has an obligation to translate documents into languages other than English but may do so at its own initiative.

Planning and Zoning

The following section is a review of the plans, zoning ordinance, and housing code that impact housing quality and housing choice within the City of Cumberland.

Comprehensive Plan

The City of Cumberland is in the process of reviewing and updating its Comprehensive Plan. This process is conducted by staff and a citizen advisory committee. The scope of the plan includes:

- a survey of both the locality’s assets and challenges;
- evaluates the community for future changes in population size, employment base, environmental quality, and the demand for public services and utilities;
- identifies citizen concerns, needs, and aspirations;
- provide guidance for future development;
- and, outlines strategies or recommendations for accomplishing future goals

The completed assessment becomes the city’s comprehensive plan, a long-range blueprint for development that informs decisions made by the Community Development Department, and advises City Council. The new comprehensive plan is expected to be approved by late Spring 2025.

Blight Study

In 2018, a survey of blighted and vacant buildings was conducted of over 11,000 in the City of Cumberland. The study was completed by West Virginia University College of Law (WVU) and Downstream Strategies. Surveyors conducted a “windshield survey” using handheld devices for the survey. Surveyors evaluated the condition of the primary structure’s roofing, windows, doors, exterior

walls, porch/stairs/deck/ramps, foundation, and storefront/signage using a ranking scheme of “poor,” “fair,” “good,” and “excellent.” Maps produced by the City of Cumberland Engineering & GIS department showed census tracts that corresponded with neighborhoods with the highest number of vacant and abandoned buildings in the city including McNamee-Shriver/Rolling Mill (101), Eastside-Willowbrook (100), and Chapell Hill/Virginia Avenue (90). Johnson Heights-Mapleside has over 72 vacant and blighted buildings. Several of these neighborhoods correspond to low-income neighborhoods with higher concentrations of Blacks and Latinos as discussed elsewhere in the AI.

The City had several goals in tackling blight in the City, including increasing safety for those living or working near dilapidated structures, reducing crime, improving the overall appearance of Cumberland, encouraging overall pride and property upkeep, improving the quality of life, attracting new development, and “right-sizing” the City to match the housing stock to the size of the City’s declining population.

The consultant team created a Blight Action Plan with recommendations to the City along with an inventory of dilapidated and abandoned buildings in an electronic format. Some of the highlights of the Blight Action Plan recommendations include:

- Utilize the building inventory to prioritize enforcement
- Consider prioritizing properties with shared walls
- Develop an inventory of blighted properties and develop a vacant property registry
- Collaborate with lenders
- Include public input during redevelopment discussions
- Consider expanding the capacity of the City Code Enforcement Office.

Although the plan is now several years old, the Blight Action Plan’s strategies still guides demolition throughout the city to this day.

Sustainable Communities Plan

The Maryland Sustainable Communities Act of 2010 established a framework for reinvestment in the revitalization of Maryland’s existing communities creating a single, locally designated geographic focus area that targets resources from multiple state agencies. Designated Sustainable Communities must be renewed every five years. Designation allows Cumberland to apply for the Community Legacy Program and the Strategic Demolition Fund (see above). The City of Cumberland renewed its application as a Sustainable Community in 2022. The City’s renewal application included plans for expansion to portions of Bedford/Frederick Street to include the Commerce Center Business Park. Currently, the designated areas include most of the central business district and surrounding neighborhoods, as well as Willowbrook Road Corridor. The Sustainable Communities Plan includes an action plan in several areas, including the environment, economy, transportation, housing, quality of life, and local planning and land use. Some housing-related goals include: development of residential units in the Central Business District; continuing the update of the Maryland Inventory of Historic Properties; seeking opportunities to increase new housing construction for either single family homes or multi-unit construction to add to the housing stock; providing accessibility

improvements to residential properties to enable the elderly and physically disabled individuals to remain in their homes or have access to affordable housing; and increasing affordability of utility bills by decreasing energy consumption.

Zoning

The City of Cumberland adopted its Zoning Ordinance (as amended) in 1998 as authorized under the State of Maryland under Article 66B that empowers local jurisdictions to enact, administer, and enforce a Zoning Ordinance. The Zoning Ordinance established a Planning and Zoning Commission to recommend, establish, and enforce regulations concerning planning and zoning to promote the health, safety, and general welfare of the community by regulating and restricting the size of buildings, the number of structures on a lot, lot size, the percentage of a building to a lot (floor area ratio), the size of yards and other spaces, the use of buildings, the location of signs, and building use for residential, business, industry, and other uses. The City of Cumberland's Zoning Ordinance and Subdivision Regulations establishes minimum standards for single-family attached and detached as well as multi-family buildings. A zoning district map indicates zones and building uses throughout the city.

In 2014, the City of Cumberland started the process to update its Zoning Ordinance in order to implement the 2013 Comprehensive Plan. Planning staff proposed a new zoning map and Zoning Ordinance in 2014, followed by proposed Subdivision Regulation updates in 2015. For more information on the city's Zoning Ordinance, visit the City of Cumberland's website at www.cumberlandmd.gov. As of the time of this writing, we do not have received additional information on updates to zoning ordinances and subdivision regulations.

Housing Code

The Housing Code of the City of Cumberland was established to set minimum standards governing the use, operation, occupancy, and maintenance of dwellings and other structures to ensure they provide decent, safe, and sanitary housing. The Housing Code assigns responsibilities and duties to owners, agents, operators, and occupants of housing. The code also provides licensing procedures, inspections, procedures for the correction of violations, and the condemnation of housing units. The Director of Community Development has the authority to inspect units, make citations of violations, and may request a warrant from the Circuit of District Court of Allegany County. All owners of property and agents must register by July 1st each year. In addition, every housing unit or dwelling must be inspected on an occupancy basis and upon transfer.

II. Community Participation Process

The U.S. Department of Housing and Urban Development's (HUD) requires "meaningful community participation" and a process for all citizens to participate in the development of City of Cumberland's 2025-2030 HUD Consolidated Plan and the Analysis of Impediments to Fair Housing Choice (AI) or Fair Housing Plan. A Citizen Participation Plan is required under Section 104(a)(2) of the Housing and Community Development Act of 1974 and by regulation for Entitlement communities, or cities that receive direct funding from HUD, under 24 CFR 91. This means "a solicitation of views and recommendations from members of the community and other interested parties, a consideration of the views and recommendations received, and a process for incorporating such views and recommendations into decisions and outcomes." The Fair Housing Plan is an important step prior to the preparation of the grantees' Consolidated Plan which defines how the City of Cumberland will utilize its Community Development Block Grant (CDBG) grant funds.

The Fair Housing Plan is a review of the impediments and barriers to fair housing choice. The Fair Housing Act of 1968 prevents the refusal to buy, finance, or rent to any person on the basis of race or color, national origin, gender, familial status, religion, or disability. HUD requires that grantees consider how to "affirmatively further fair housing" by providing meaningful community engagement. This means reaching out to low-and-moderate income individuals and households with an emphasis on protected classes under the Fair Housing Act particularly those with limited English proficiency, disabilities, and those who have been historically excluded including racial and ethnic minorities. The results of the AI are meant to inform Cumberland's Consolidated Plan.

The Consolidated Plan evaluates community needs and determines future goals and priorities for the next five years (2025-2030) guiding how the city will use its Community Development Block Grant Funds. In 2024, the City of Cumberland received an estimated \$750,000 in CDBG funds. Based on its goals and priorities, the Consolidated Plan guides the City of Cumberland in its project selection annually. Each project must meet one of three CDBG national objectives: 1) primarily benefits low-and-moderate income persons, 2) preventing or eliminating slums or blight, and 3) meeting an urgent community need.

The City of Cumberland is providing robust and meaningful community engagement in the following ways: a short community survey, outreach events and materials, public meetings, an advisory group, interviews, focus groups, traditional and social media. The City of Cumberland engaged Ochoa Urban Collaborative as its consultant and contractor to assist with its community engagement efforts and prepare its Citizen Participation Plan.

Survey

On behalf of the City of Cumberland, OUC created a short community survey on Survey 123 (ArcGIS) that asks respondents about community needs, community perceptions, and priorities as well as if they or a relative have experienced limitations on housing choice and reported incidents of housing discrimination. The survey link was made available through the city's official Facebook page and pushed out on its social media channels. Community development staff also targeted city partners for distribution such as the public housing authority, local non-profit organizations, homeless service providers, and other city agencies. Organizations were sent a flyer with a QR code with the survey link. The 38-question survey opened on January 10, 2025 and closed on February 10, 2025. One hundred and forty-five (145) responses were received.

Outreach

OUC provide outreach materials such as flyers and information for distribution regarding the Consolidated Plan and Analysis of Impediments throughout the community. Materials are available in English and Spanish. During the month of February and March 2025, OUC will work with the Community Development office to develop a list of sites and events to distribute information about the process as well as solicit input on community needs and potential projects to inform the HUD Consolidated Plan. Some examples include downtown businesses, housing counseling fair, farmer's market, neighborhood events, and events at faith communities.

Additional materials such as fact sheets and flyers will be developed to highlight key facts about the fair housing plan once the draft has been posted. All materials will have social media links encouraging participants to post experiences, thoughts, and ideas related to fair housing choice and the Community Development Block Grant program. Agencies such as the Cumberland Public Housing Authority, the Human Relations Commission, and the Cumberland Economic Development Commission will be asked to partner in helping to understand need, share information and solicit views.

Public Hearings

The City of Cumberland published its complete list of public hearings for the Analysis of Impediments to Fair Housing Choice (AI) and the HUD Consolidated Plan (Con Plan) on January 18, 2025. Information about the process and the public hearing dates was published in the city's website and in the Cumberland Times-News, the community's newspaper of general circulation.

The City held its first public hearing on February 18th to inform the public on the housing market needs assessment, results of the community survey regarding housing and community development needs, announce the preparation of the fair housing plan, and present the draft Citizen Participation Plan (CPP). The CPP was posted on-line on February 18, 2025 for the required 30-day comment period which ended on March 18, 2025. No comments were received by the public.

A second public hearing was held on Tuesday, March 18, 2025 regarding the Analysis of Impediments to Fair Housing Choice (AI) at 6:15 p.m. during the Mayor and City Council meeting at City Hall. Ochoa Urban Collaborative presented highlights of its finding the Analysis of Impediments to Fair Housing Choice and public comments were solicited. The draft AI will be available for public comment from March 21, 2025 through April 21, 2025. The consulting team will review comments with the City's community development office and make any necessary changes to the fair housing plan.

A third public hearing will be held on Tuesday, May 6, 2025 at 6:15 p.m. during the Mayor & City Council meeting at City Hall to provide a presentation of the draft Consolidated Plan. A summary of comments regarding the Fair Housing Plan will be shared at this meeting. The 30-day comment period for the Consolidated Plan will begin on May 6, 2025 and end on June 6, 2025. During the comment period, the public is invited to comment on the projects proposed for funding and the draft 2025-29 CDBG Five Year Consolidated Plan and 2025 Annual Action Plan. Final adoption of the Consolidated Plan and Fair Housing Plan will occur at the regular Mayor & Council meeting on Tuesday, June 17, 2025.

Advisory Committee

The City of Cumberland has convened a cross-sector Advisory Committee to advise Ochoa Urban Collaborative, the consulting team, in the development of the AI and Consolidated Plan. The Advisory Committee offers the opportunity to ground-truth data; provide information on the current situation related to housing, community development, and economic development; share the lived experience of clients served and solicit input on the draft documents.

The Advisory Committee seeks to include members of the private sector (real estate, mortgage lenders, developers, multi-family owners), local government, and community-based organizations, homeless service providers, civil rights organizations, and other organizations that represent economic development, education, environment, housing, public health, and transportation interests.

The members of the Advisory Committee include:

Mayor Raymond M. Morriss	Mayor
Jeff Silka	City Administrator
Ken Tressler	Administrative Services Director
Courtney Thomas-Winterberg	Allegany County Department of Social Services, Director
Wendolyn McKenzie	Human Resources Development Council, Executive Director
Melinda Kelleher	Downtown Development Commission, Exec. Dir.
Ruth Davis-Rogers	Historic Preservation Planner
Kevin Thacker	City Planner
Matt Miller	Cumberland Economic Development Corporation, Executive Director
Julie O'Neal	YMCA, Executive Director
Andrea Ziler	Union Rescue Mission
Robert Smith	Director of Engineering & Utilities, City of Cumberland
Juli McCoy	Allegany County Chamber of Commerce, Executive Director
Jim Raley	Archway Station Director
Stephanie Hutter-Thomas	Mountain MD Forward/Appalachian Recovery Concepts
Dawn Glotfelty	ACDSS Resource Team
Larry Jackson	Main Street Cumberland, Downtown Development Corporation Board
Terri Jessie	CUW and Consumer
Ashli Workman	Tourism Director, Allegany County
DeeDee Ritchie	Canal Place Preservation and Development Authority

The Advisory Committee will be convened four times over the course of the development of both the AI and Consolidated Plan. The first two meetings were convened on January 27th and 28th as part of the Needs Assessment meetings open to the public. Information about additional Advisory Committee meetings will be posted on the city's website and are open to the public. For additional information or to join the Advisory Committee, please contact Ms. Lee Borrór at lee.borrór@cumberlandmd.gov.

Needs Assessment Meetings & Interviews

As part of the City of Cumberland's Consolidated Planning process, the Community Development Department organized two Needs Assessment meetings. The first meeting was held on January 27, 2025 at 2:30 pm on housing and homeless services and a second meeting was held on January 28, 2025 at 10 am on infrastructure, economic development, and other non-housing needs.

Additionally, the consultant team has conducted over 15 interviews with key stakeholders that provide a cross-section on community and economic development as well as fair housing. OUC is interviewing all members of the Advisory Committee as well as representatives of the following stakeholder groups:

- Fair housing organizations including the Cumberland Human Relations Commission and Western Maryland Advisory Council of the Maryland Commission on Civil Rights).
- Private housing industry (e.g., developers, lenders, Realtors, mortgage companies, real estate brokers, insurance companies, home inspectors, appraisers, management companies, etc.);
- Government sector (e.g., Housing and Community Development, Public Housing Authority, Social Services, Human Relations Commission, Health Services, Public Schools, etc.);
- Non-profit advocacy sector (e.g., community-based organizations, community development corporations, housing counseling groups, consumer protection agencies, etc.);
- Local, regional and national stakeholders in the legal and research sectors (tenant legal aid centers, landlord and industry representatives; think tanks, immigrant legal and research centers, regulatory agencies); and
- Individuals and/or groups representing members of *protected classes* (race, color, national origin, sex, familial status, religion, and disability) in the county and city.

Media Strategy

OUC staff coordinated with Lee Borrór, Senior Community Development Specialist, and the City's social media manager to ensure that public notices and other announcements are made available to the public. Public notices are posted in the Cumberland Times-News, the City's website, and the City's Facebook page.

OUC will work with Lee Borrór to identify additional media channels such as free radio spots, community or organizational newsletters, and churches and other faith-congregations. OUC translated public hearing materials and other written notifications in Spanish.

OUC also proposes the use of following hashtags to generate interest:
#cumberlandfairhousing

#cumberlandcdbg
#cumberlandconplan

Public Comments

As required per HUD regulations, the City of Cumberland gathered public comments for the Analysis of Impediments to Fair Housing Choice (AI) and the HUD Consolidated Plan. The public comment period for the Fair Housing is from March 21st to April 21st, 2025.

Written comments may be sent to City of Cumberland Department of Community Development, City Hall, 57 N. Liberty Street - Lower Level, Cumberland, Maryland 21502. For questions, project requests, or public comment contact Ms. Lee Borrer within the Department of Community Development at 301-759-6437 or TDD # 1-800-735-2258 or email at lee.borrer@cumberlandmd.gov

III. Assessment of Past Goals and Actions

Cumberland completed its last complete Analysis of Impediments in 2020. According to HUD's 2022 Expenditure Report, the latest report available, Cumberland spent \$9556.35 on fair housing outreach, enforcement, and education. This section provides a review of the Analysis of Impediments and updates in the City's CAPER in subsequent years.

In the 2020 Analysis of Impediments to Fair Housing Choice, the City identified the following impediments or barriers to fair housing:

1. Inadequate Fair Housing Enforcement and Education
2. Limited Housing Choices for Persons with Disabilities
3. Hispanic Residents Face Housing Challenges
4. Lack of Affordable Rental Housing
5. Lack of Homeownership Opportunities
6. Inadequate Transportation and Access to Areas of Opportunity

Since 2020, the City of Cumberland has made progress towards these goals in the following ways:

1. Inadequate Fair Housing Enforcement and Education
 - A. The Cumberland Human Relations Commission (HRC) organizes annual fair housing education events. In 2023, the HRC event had 36 participants and the event in 2024 had 43 participants. The topics vary every year.
 - B. The HRC organizes educational events at the Cumberland library
 - C. The City also distributes fair housing educational materials at major annual events such as Juneteenth, the Pride Festival, and the National Night Out in September.
2. Limited Housing Choices for Persons with Disabilities
 - A. The City spent \$29,195 in CDBG funds to make improvements and rehabilitate affordable housing for disabled persons.
 - B. The City also spent \$1,468,632 in sidewalk improvements.
3. Hispanic Residents Face Housing Challenges
 - A. The City's Human Relations Commission has not adopted its Limited English Proficiency Plan.
4. Lack of Affordable Rental Housing
 - A. The City spent \$11,195 in CDBG funds to rehabilitate housing for low and moderate income renters.
 - B. The City continues to prioritize the demolition of abandoned housing to provide available land for new development. Market-rate and affordable housing developers as far away as Washington, DC have shown interest and are building new housing. However, the lack of an affordable housing development non-profit or a designated Community Housing Development Organizations has limited the ability of the city to build affordable rental housing. This is a top and current priority of the Attainable

Housing Committee that includes the City of Cumberland, Allegany County, and non-profit partners. Central Avenue is a target neighborhood for potential development of affordable housing.

5. Lack of Homeownership Opportunities
 - A. Currently, the Allegany County Human Resources Development Commission has one housing counselor who is HUD certified. No downpayment assistance programs or closing cost assistance are currently available. These programs were previously available locally so potential first-time homebuyers may access state or first-time homebuyer lender programs. The Attainable Housing Committee has also made this a priority.
6. Inadequate Transportation and Access to Areas of Opportunity
 - A. Allegany County's public transportation system is failing and is not dependable for working people or for seniors or disabled seeking medical services or meeting daily needs. Local hospitals are providing private transportation to ensure that patients are able to arrive on time for appointments and other medical services. The City's Cumberland Economic Development Corporation is developing an Uber program to create local jobs and provide another transportation option.

IV. Analysis of Fair Housing Issues

Demographic Summary

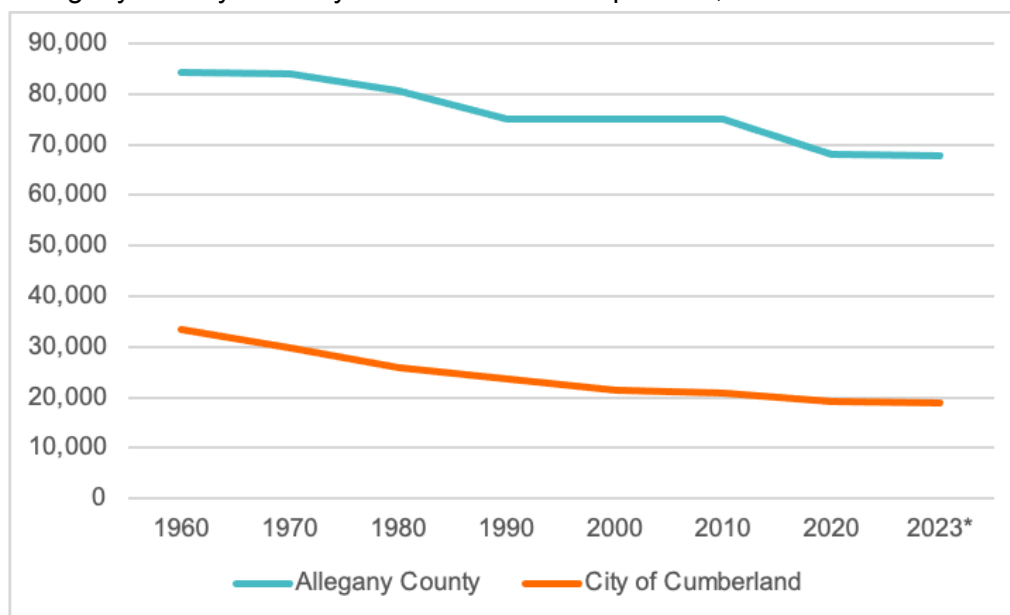
This section presents demographic, economic, and housing information for the City of Cumberland, along with comparisons with the surrounding region. Data for this section are primarily drawn from decennial Census data and American Community Survey data, along with supplemental, publicly available data. These data were used to analyze various socio-economic characteristics, including population growth, race, ethnicity, age, disability status, employment, income, poverty, and housing market trends.

The data and analyses presented in this section are designed to describe the underlying conditions that shape housing market behavior and access to housing opportunities in the City of Cumberland. Detailed tables are available in the Appendix.

Population Trends

The City of Cumberland had an estimated population of 18,938 people as of 2023. Between 2010 and 2023, the population decreased by 1,921, representing a decline of approximately 9.2%. Since 1960, Cumberland has lost nearly half of its population, a decline of 44%. The population of Allegany County has also declined since 1960, although the decline has not been as dramatic. In 2023, Allegany County's population was 67,762, a 19.5% decrease since 1960. The county experienced a brief stabilization in 2010, but that reversed quickly. Both Allegany County and Cumberland have experienced consistent population decline, but Cumberland has been shrinking at a much faster rate.

Figure IV-1: Allegany County and City of Cumberland's Population, 1960-2023



Source: US Census Bureau, Decennial Census Data (1960-2020) and ACS 5-Year Estimates 2019-2023.

Race/Ethnicity

The populations of both the City of Cumberland and Allegany County are significantly less racially and ethnically diverse than the overall population of the State of Maryland. In 2023, nearly nine out of 10 Cumberland residents (88.0%) were non-Hispanic White. A similar share (87.3%) of Allegany County residents are non-Hispanic White. In the State of Maryland, an estimated 51.9% of residents are non-Hispanic White.

Over the past 20 years, the share of the city's White population has significantly declined, except for a slight increase in 2023, when the number increased to 16,429. In 2000, Whites comprised 92.2% of the City's population. By 2023, it had decreased to 86.7%. While the Black population reached its peak in 2010, it has since declined. The largest share of non-White residents in Cumberland are individuals who identify as "other or Multiracial," which has grown significantly since 2000. In 2023, it declined slightly to 1,124, but still represents a significant shift toward multiracial identity. The Black population comprises the second largest share of non-White residents, which increased from 2000 to 2010 but has since declined to 871 in 2023. By contrast, Black residents comprised nearly 30% of the residents of the State of Maryland.

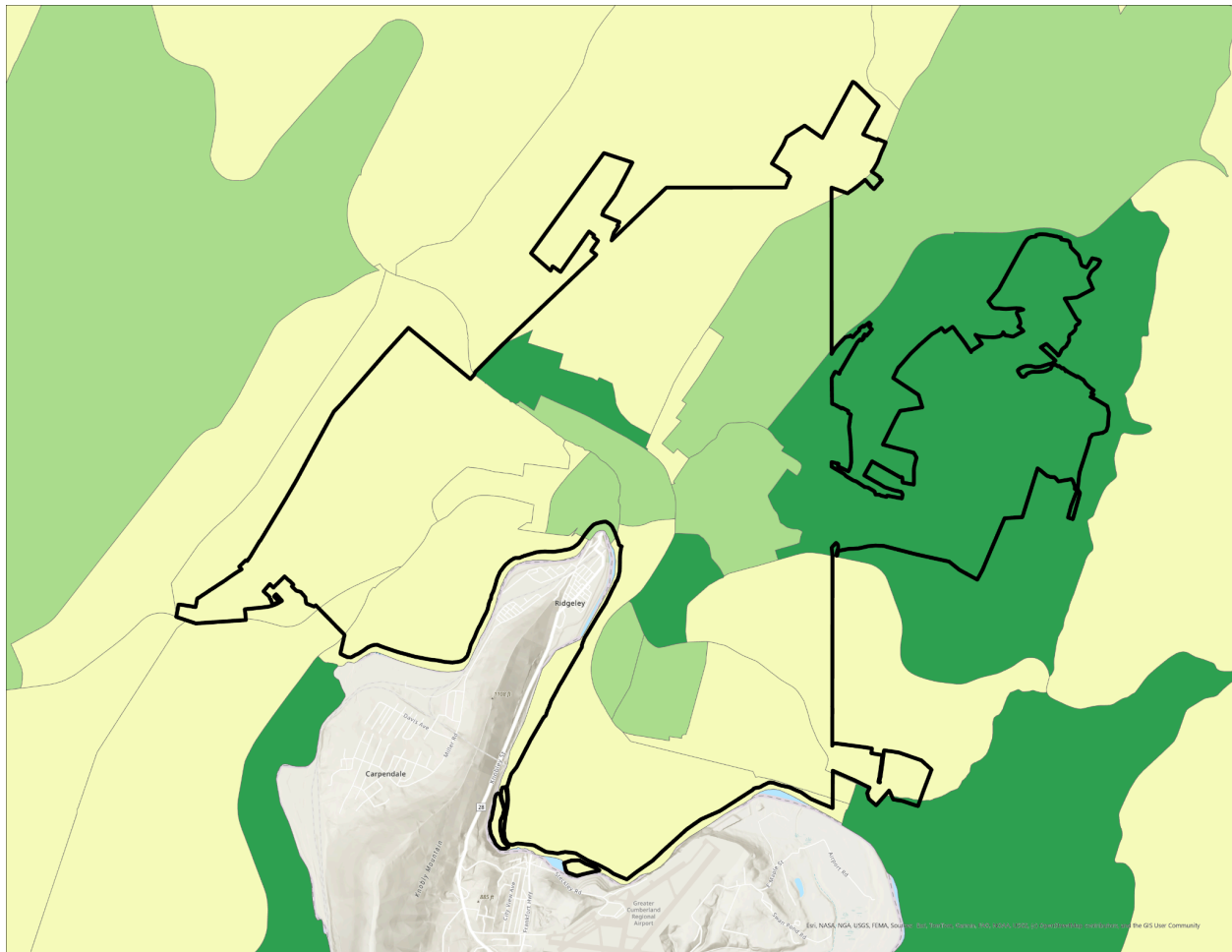
Notably, the Hispanic/Latino population has steadily increased, growing from 150 in 2000 to 403 in 2023 - an increase of approximately 168.6%. While still relatively small, the increase demonstrates a small but growing Hispanic presence in the City of Cumberland.

Figure IV-2: Population by Race/Ethnicity, 2000-2023
City of Cumberland

	2000	2010	2020	2023*
White	19,835	18,501	16,079	16,429
Black	1,074	1,300	1,115	871
Hispanic/Latino	150	252	386	403
Asian	129	184	201	99
American Indian and Alaskan Native	56	43	42	12
Native Hawaiian and Other Pacific Islanders	4	14	3	0
Other/Multiracial	270	565	1,250	1,124

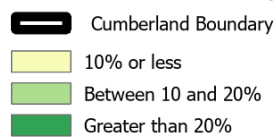
Source: US Census Bureau, Decennial Census Data (2000-2020) and ACS 5 Year Estimates 2019-2023.

Map IV-1: Percentage Non-White Population by Census Block Group (2023)



Source: 2023 ACS 5-Year Estimates Table B03002; dataset includes total population.

Percent Non-White (non-Hispanic) & Hispanic



Nativity

Very few Cumberland and Allegany County residents are foreign-born. In 2023, approximately two percent of the City's and County's populations were foreign-born, compared to about 16.3% of the statewide population. The City's foreign-born population has increased over the past decades, but the rate of increase has been slow in the City of Cumberland compared to the rate in the State of Maryland and the rate in Allegany County. Between 2000 and 2023, the foreign-born population in the City of Cumberland increased by 23.7%, compared to an increase of 38.16% in Allegany County and 23.4% in the State of Maryland.

The largest share of Cumberland's foreign-born population is from Germany, followed by Pakistan. However, 32.7% of the foreign-born population is from Latin America, primarily from the Dominican Republic and Brazil.

Limited English Proficiency (LEP)

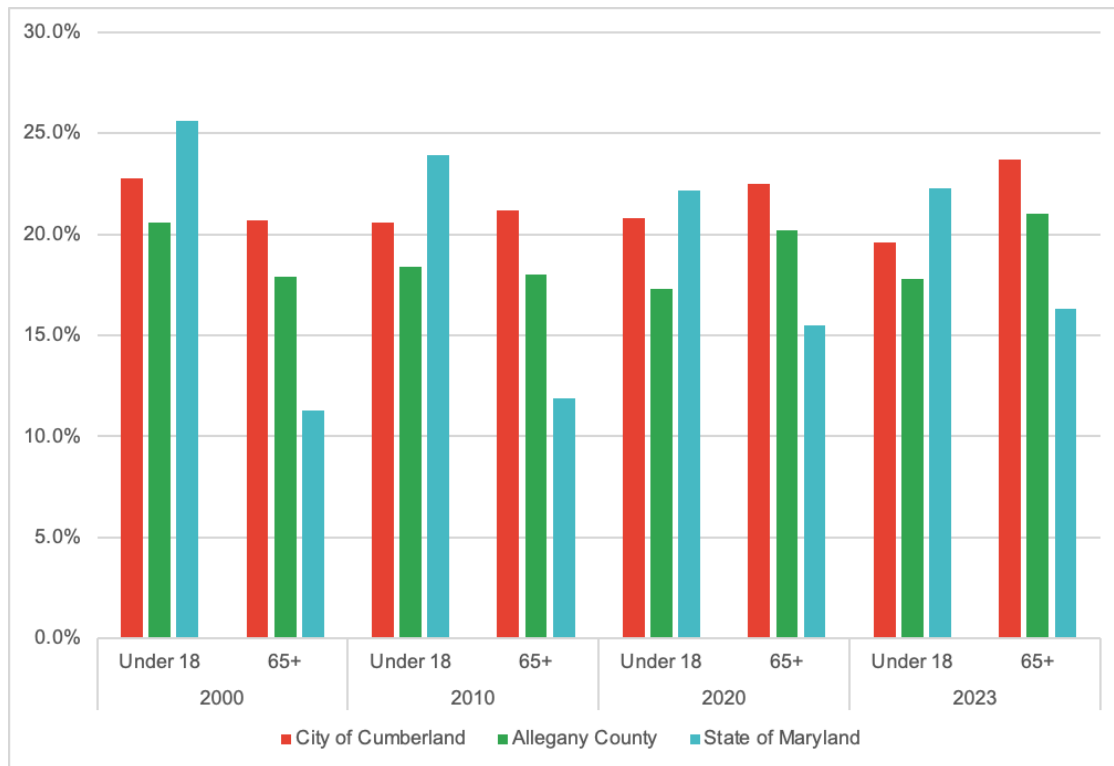
Less than one percent of the City of Cumberland's residents aged five and older are limited in English proficiency—that is, they speak English less than "very well." The share of LEP residents in Allegany County is about the same, at 1.0%. By comparison, 7.8% of State of Maryland residents are limited English speakers.

While Maryland has experienced an increase in the number of non-English speakers since 2010, increasing from 3.2% to 3.5% in 2023, Cumberland and Allegany have seen a decline in non-English speaking households. The percentage in Cumberland dropped from 0.9% in 2010 to 0.4% in 2023, while in Allegany, the percentage dropped from 0.5% in 2010 to 0.2% in 2023.

Age

About one in five City of Cumberland residents are under the age of 18. By comparison, 17.8% of Allegany County residents and 22.3% of State of Maryland residents are under age of 18. The number of children living in the City of Cumberland has declined from 22.8% in 2000 to 19.6% in 2023. By comparison, in Allegany County, the under 18 population declined from 20.6% in 2000 to 17.8% in 2023. In the state of Maryland, the under 18 population also declined but remained higher than in Cumberland and Allegany County, dropping from 25.6% in 2000 to 22.3% in 2023.

Figure IV-3: Under 18 and 65+ Populations as a Share of Total Population, 2000-2023



Source: U.S. Census Bureau, American Community Survey 5-year estimates, decennial Census

Cumberland and Allegany County are aging at a faster rate than Maryland. The population aged 65 and above in Cumberland is 23.7%, while in Allegany County, it is 21% - both figures are significantly higher than the statewide rate in Maryland (16.3%). Overall, Cumberland has the highest percentage of elderly residents. Maryland, as a whole, has maintained a more balanced distribution.

Families

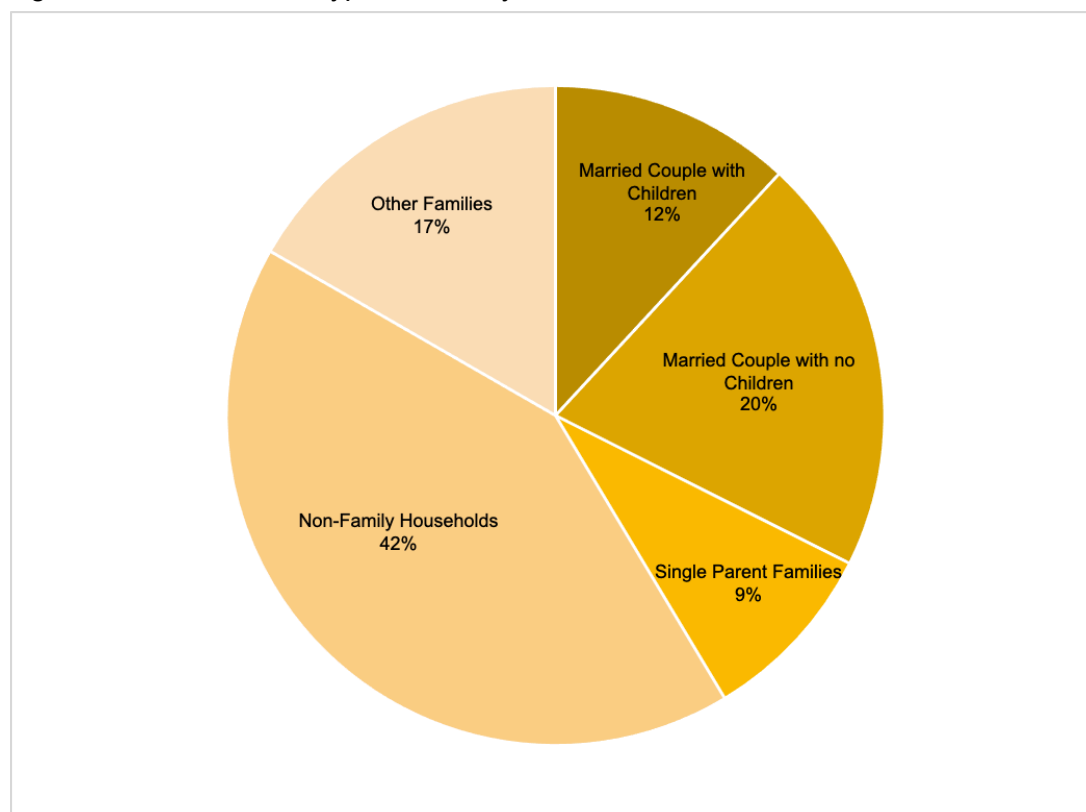
In 2023, an estimated 58% of households in the City of Cumberland were family households.⁵ A higher share of both County and State households are family households, at 65.3% and 71.7%, respectively. Both the City of Cumberland and Allegany County have a lower share of married couples with children households compared to Maryland, where 18.8% of all households were married couples with children.

Cumberland has the highest proportion of single-parent families; for every 11 households, 1 is a single-parent family in Cumberland. In 2023, 9.8% of Cumberland households were single-parent households compared to 5.8% of Allegany County households and 6.6% of households statewide in Maryland.

Cumberland also has a higher share of non-family households, primary single-person, and senior households than Allegany County and the State of Maryland. In 2023, nearly half of all households in the City of Cumberland (42%) were non-family households, compared to

34.7% of Allegany County households and 28.3% of State of Maryland households. This very high percentage of non-family households in Cumberland could suggest an aging population and many people living alone. Cumberland's different household composition compared to Maryland's shows that the city is experiencing distinct social and demographic trends.

Figure IV-4: Household Type in the City of Cumberland, 2023



Source: ACS-2023 5-Year Estimates

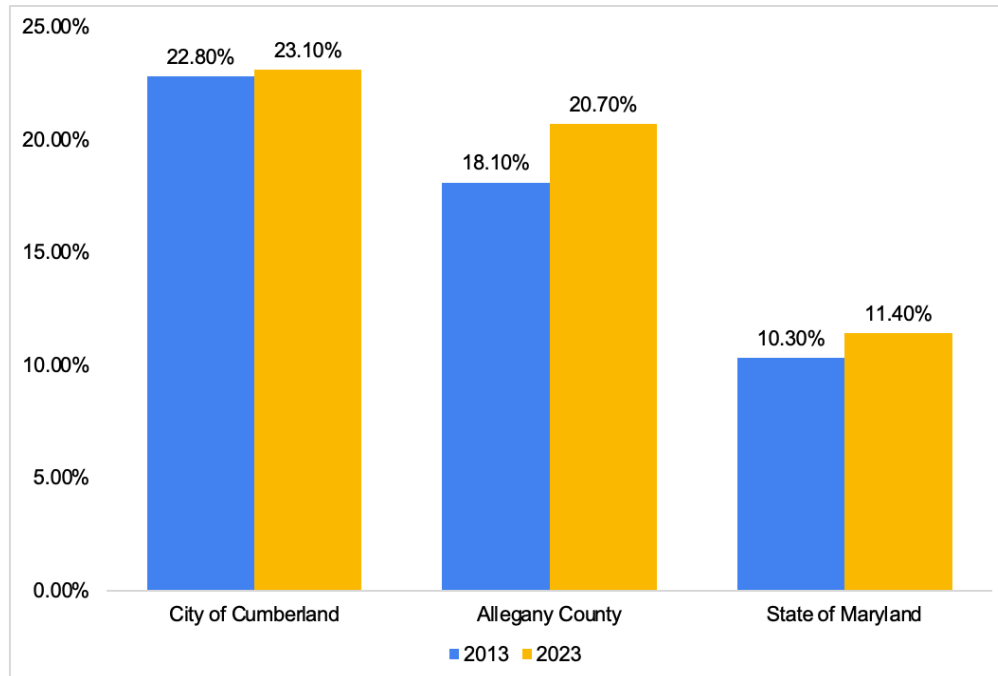
Persons with Disabilities

The City of Cumberland has a significantly higher share of disabled residents than either Allegany County or the State of Maryland. In 2023, there were an estimated 4,276 Cumberland residents with a disability, comprising nearly a quarter (23.1%) of the City's population. By comparison, 20.7% of Allegany County residents and just 11.4% of State of Maryland residents. Individuals can report multiple disabilities. In Cumberland, 13.6% of residents (25.2% of whom are 65 years and over) reported having an 'independent living difficulty,' and 12.4% (29.6% being 65 years and over) reported having an 'ambulatory difficulty.'¹

¹ The U.S. Census Bureau defines disabilities as follows: Hearing difficulty - Deaf or having serious difficulty hearing; Vision difficulty - Blind or having serious difficulty seeing, even when wearing glasses; Cognitive difficulty - Because of a physical, mental, or emotional problem, having difficulty remembering, concentrating, or making decisions; Ambulatory difficulty - Having serious difficulty walking or climbing stairs; Self-care difficulty - Having difficulty bathing or dressing; and Independent living difficulty - Because of a physical, mental, or emotional problem, having difficulty doing errands alone such as visiting a doctor's office or shopping.

Between 2013 and 2023, both the numbers and shares of residents with a disability have increased in the County and the City, with Cumberland having a significantly higher disability rate than both Allegany County and Maryland. A primary driver of the increase in the number of persons with disabilities is the growth in the older adult population, as older residents are significantly more likely than younger residents to have a disability.

Figure IV-5: Share of Non-Institutionalized Population with a Disability



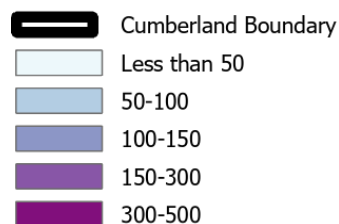
Source: ACS 5-year estimates for 2013 and 2023

Map IV-2: Disabled Population by Census Block Group (2023)



Source: 2023 ACS 5-Year Estimates Table C21007; dataset includes individuals 18 years and older for whom poverty status can be determined.

Disabled Population by Census Block



Household Income

In 2023, according to the Census Bureau's ACS data, the median household income in the City of Cumberland was \$47,819. The City's median is lower than the County's median (\$57,393) and significantly lower than the State's overall median (\$101,652).

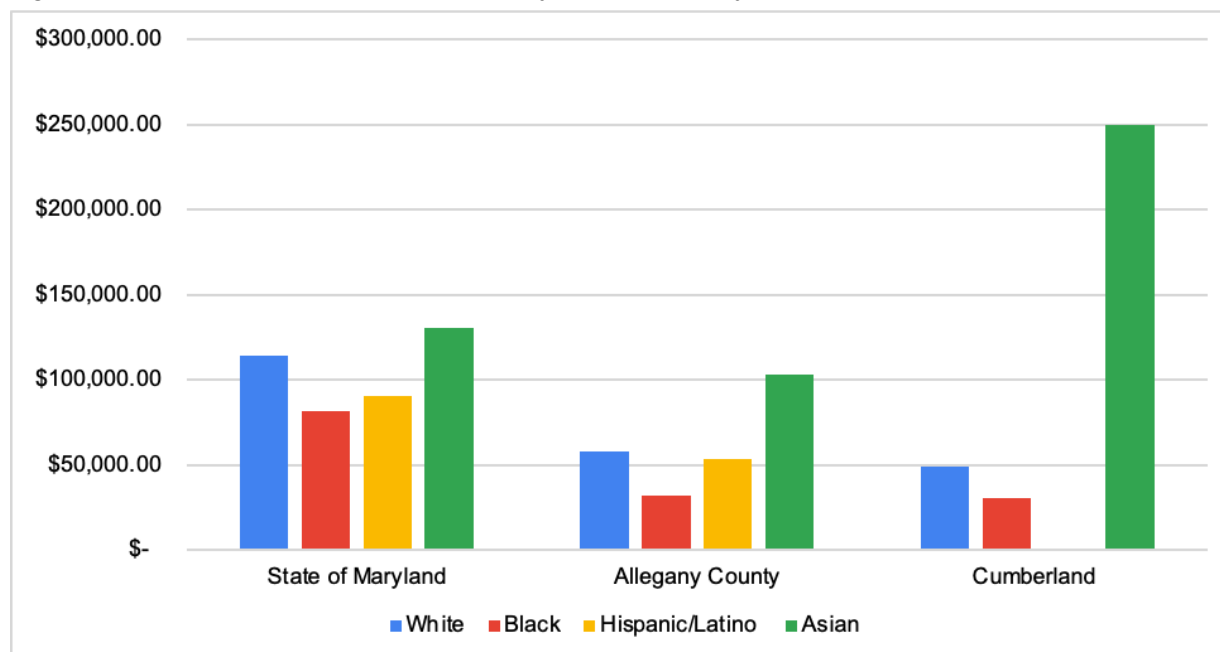
The Black and Hispanic populations are very small shares of the overall City and County populations. Based on ACS data, Black households in Cumberland have a median

household income of \$30,515. Black households in Cumberland and Allegany County earn significantly less than their counterparts in Maryland. The income disparity for Black households is even more significant than for White households. Black households earn approximately 55% of White households in Allegany County. Comparably, Black households earn about 62% of White households in Cumberland. The Hispanic/Latino data is missing for Cumberland because of the small sample size. But Hispanic/Latino households in Allegany County still earn significantly less than in Maryland, but fare slightly better than Black households in the region.

While the Asian population reports an unusually high median household income, far exceeding county and state levels, this may be due to a small number of high-earning Asian households, causing an inflated median figure.

Overall, Black households face the most significant disparity - in the county and the city, they earn less than 40% of the statewide Black median household income.

Figure IV-6: Median Household Income by Race/Ethnicity (current \$s), 2023



Note: The Hispanic/Latino Median Household Income was not estimated in the 2023 ACS due to insufficient data, but the 2020 data showed the Hispanic/Latino Median Household Income to be \$21,660. In addition, the income for Asian Households was represented as “\$250,000+” but represented here as \$250,000.

Poverty

Poverty rates are significantly higher in both Cumberland and Allegany County compared to Maryland as a whole, with Cumberland showing a steep increase over time. In Cumberland, overall poverty increased from 19.1% in 2010 to 23.5% in 2023, with particularly severe rates among Black residents (57.2%), more than four times higher than Maryland’s Black poverty rate at 13%. Additionally, White poverty rates increased,

surpassing Allegany County and more than triple of Maryland's rate of 6.4%. While Hispanic/Latino poverty in Cumberland dropped from 38.2% in 2020 to 28% in 2023, it remains higher than in Allegany County (17.1%) and Maryland (12.3%). Asian residents in Cumberland have the lowest poverty rates, decreasing to 6.1% in 2023, while Asian poverty in Allegany County (20.7%) remains significantly higher. Overall, nearly one-quarter (23.5%) of Cumberland residents have incomes below the poverty line. By comparison, the poverty rate is 17.2% in Allegany County and just 9.3% in the State of Maryland.

Poverty rates are significantly higher for Black residents in both Cumberland and Allegany County. The Black population faces staggering poverty levels, with rates rising sharply from 35.2% in 2010 to 50% in 2020 and reaching 57.2% in 2023. In other words, more than half of the Black residents in Cumberland live below the poverty line, nearly 1.5 times higher than in Allegany County. The gap between Black and White poverty in Cumberland is widening, with Black residents now experiencing poverty at nearly 2.6 times the rate of White residents (22%).

According to data from the U.S. Census Bureau, poverty has become a growing challenge in the City of Cumberland since 2010. While poverty rates have increased in the County and the State, the increase has been greater in Cumberland.

Figure IV-7: Poverty Rates (%), 2010-2023

	City of Cumberland			Allegany County			State of Maryland		
	2010	2020	2023	2010	2020	2023	2010	2020	2023
All Residents	19.10%	20.90%	23.50%	14.50%	15.60%	17.20%	8.60%	9.0%	9.30%
White Residents	17.50%	18.50%	22.0%	13.80%	14.60%	16.50%	5.80%	6.50%	6.40%
Black Residents	35.20%	50%	57.20%	34.90%	43.20%	38.90%	13.20%	13.0%	13.0%
Hispanic/Latino Residents	37.70%	38.20%	28.0%	15.70%	22.30%	17.10%	12.20%	12%	12.30%
Asian Residents	12.90%	8.80%	6.10%	14.00%	21.50%	20.70%	7.00%	7.20%	7.60%

Source: 2010 Decennial Census, ACS 5-year 2016-2020, 2019-2023

Employment and Wages

This section describes “at-place” employment—that is, jobs located within the City of Cumberland and Allegany County. Comparisons are also made with the nearby cities of Frederick and Hagerstown, Maryland, and the City of Winchester, Virginia. The City's economy was largely built upon a manufacturing base that established the City of Cumberland as the second-largest city in Maryland. Starting in the second half of the 20th century, the city's economy experienced a

fundamental transformation as global economic patterns shifted and caused traditional manufacturing-based economies throughout the U.S. to see their foundations altered.²

Employment

In 2023, there were an estimated 11,421 jobs located in the City of Cumberland. About 56% of all the jobs located in Allegany County are within the City of Cumberland. Between 2012 and 2022, Cumberland lost 1,704 jobs, a -13% decrease over the 10-year period. The sharpest drop was between 2019 and 2021, falling from 12,052 to 11,136, a -7.6%, likely due to the economic impact of COVID-19. Some recovery happened in 2022, but only marginally, with an increase of 285 jobs. Cumberland's job decline was slightly steeper than Allegany County's, which experienced a 10.8% decrease in the time period. Allegany County also partially recovered in 2022, rebounding to 20,260 jobs, but like Cumberland, neither has returned to pre-pandemic levels.

Cumberland accounts for over half of the county's total jobs, but its share has slightly declined over the past decade. Between 2012 and 2022, both the City of Frederick, Maryland, and the City of Winchester, Virginia, experienced long-term job growth. By contrast, nearby Hagerstown has shown fluctuations, with a recent decline of 21.6%, surpassing Cumberland's decline. Hagerstown also had the worst post-pandemic recovery, while Winchester and Cumberland had similar levels of job losses. Frederick recovered the fastest, losing only 0.8% of its jobs since 2019.

Health care is the most important sector in the City of Cumberland's economy, making up a larger share of at-place employment than nearby communities. In 2022, there were an estimated 4,389 jobs in the Health Care sector in Cumberland, accounting for 38% of all jobs in the City. By comparison, 21% of Allegany County's jobs are in the healthcare sector overall. The largest employer in the city is the Western Maryland Health System, which employs an estimated 2,454 employees.³

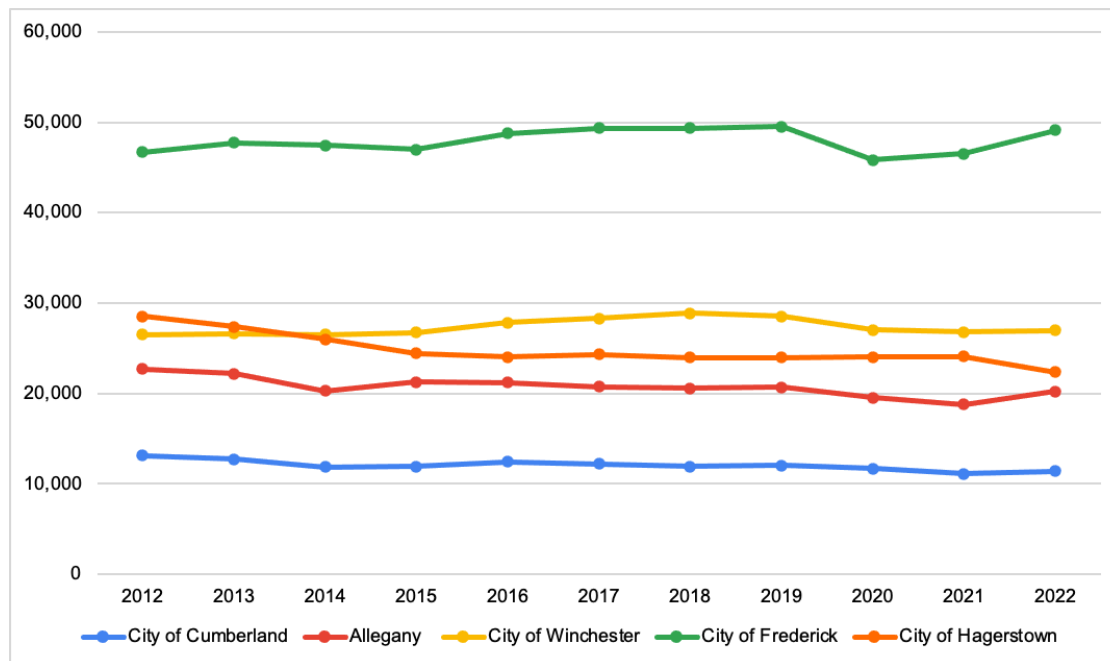
Education is the second-largest industry in Cumberland, employing 1,353 people (12%). Retail Trade also has a presence, accounting for 11% of jobs (1,239 jobs). Accommodation and Food Services in Cumberland (6%) are much lower than in Allegany (12.4%), Hagerstown (10.9%), and Winchester (9.2%). Cumberland has fewer tourism-related jobs, such as those in restaurants and hotels, compared to other cities, indicating weaker tourism activity. Cumberland has a small share in professional services, finance, and technology jobs (3%), compared to Frederick (8.3%), Hagerstown (4.2%), and Winchester (3.8%).

Manufacturing is extremely low in Cumberland at 1%, compared to Allegany (7%), Winchester (6.3%), and Hagerstown (5.8%). The latter two still have a significant manufacturing base, while Cumberland has lost this sector almost entirely. Thus leading to long-term job losses in this historically strong industry.

² Strategic Economic Development Plan, City of Cumberland, Maryland, p. 1-1.

³ UPMC Western Maryland (N.D.). Careers and Training at UPMC Western Maryland. <https://www.wmhs.com/careers/current-opportunities/>

Figure IV-8: At-Place Employment, 2012-2022



Source: On The Map

Figure IV-9: Employment by Industry

NAICS Industry Sector in 2022	City of Cumberland		Allegany County		City of Frederick, MD		City of Hagerstown, MD		City of Winchester, MD	
Agriculture, Forestry, Fishing and Hunting	0	0%	18	0.1%	78	0.2%	15	0.1%	34	0.10%
Mining, Quarrying, and Oil and Gas Extraction	0	0%	44	0.2%	34	0.1%	0	0%	0	0.00%
Utilities	60	1%	60	0.2%	132	0.3%	65	0.3%	54	0.2%
Construction	367	3%	1,046	4%	2,336	4.8%	573	3%	435	1.6%
Manufacturing	125	1%	1,864	7%	1,445	2.9%	1,290	6%	1,706	6.3%
Wholesale Trade	191	2%	1,278	5%	1,253	2.6%	842	4%	384	1.4%
Retail Trade	1,239	11%	3,495	13%	5,921	12%	4,000	18%	3,656	13%
Transportation and Warehousing	210	2%	597	2%	278	1%	475	2%	190	0.7%
Information	302	3%	344	1%	344	1%	310	1%	159	0.6%
Finance and Insurance	287	3%	496	2%	1,015	2%	484	2%	592	2.2%
Real Estate and Rental and Leasing	65	1%	220	1%	416	1%	305	1%	218	0.8%

Professional, Scientific, and Technical Services	334	3%	533	2%	5,813	12%	945	4%	1,015	3.8%
Management of Companies and Enterprises	277	2%	279	1%	157	0.3%	21	0.1%	959	3.6%
Administration & Support, Waste Management and Remediation	224	2%	1,346	5%	1,831	4%	2,112	9%	977	3.6%
Educational Services	1,353	12%	2,684	10%	6,462	13%	1,846	8%	4,736	17.6%
Health Care and Social Assistance	4,389	38%	5,672	21%	9,945	20%	3,496	16%	7,134	26.4%
Arts, Entertainment, and Recreation	129	1%	215	1%	1,051	2%	486	2%	442	1.6%
Accommodation and Food Services	634	6%	3,285	12%	4,054	8%	2,434	11%	2,493	9.2%
Other Services (excluding Public Administration)	291	3%	757	3%	2,045	4%	719	3%	678	2.5%
Public Administration	944	8%	2,319	9%	4,515	9%	1,966	9%	1,120	4.2%
Total	11421	100%	26552	100%	49125	100%	22384	100%	26982	100%

Source: US Census Bureau, On The Map

Wages

About one in 6 workers in Cumberland earn below \$15,000 annually.⁴ Most of these jobs are in food service, hospitality, and childcare, which are lower-paying service sector jobs. This share is comparable to the shares in both the City of Hagerstown and the City of Winchester, reflecting lower-paying healthcare jobs (e.g, home health aides, nursing assistants, orderly), as well as other service jobs. About 61% of workers in Cumberland earn between \$15,000 and \$39,999 per year. Many of these jobs are in retail, food service, healthcare support, and general labor. Cumberland's average wage is lower than the national average, which tends to be above \$60,000 per year. These wage distributions are roughly comparable to those of other nearby communities, with the exception of the City of Frederick, where there are somewhat higher-paying jobs.

Housing Market

In 2023, there were an estimated 8,379 housing units in the City of Cumberland. Approximately 63.1% of housing units in the City of Cumberland are single-family detached units. Of those, 85% are owner-occupied, and 14.6% are renter-occupied housing units. Since 2010, the number of housing units has decreased by 8.5%. Over time, more significant apartment buildings, those with 10 or more units, have increased, while smaller rental properties, those with 2 to 9 units, have declined.

About 8% of units in the City are townhomes, and another 10.6% are units in buildings with two to four units (i.e., duplexes, triplexes, and fourplexes). Approximately 17.9% of units in the City are

⁴ BLS OEWS Data

located in small multifamily buildings, which typically have fewer than 20 units. Another 12.2% of units are in buildings with 20 or more units.

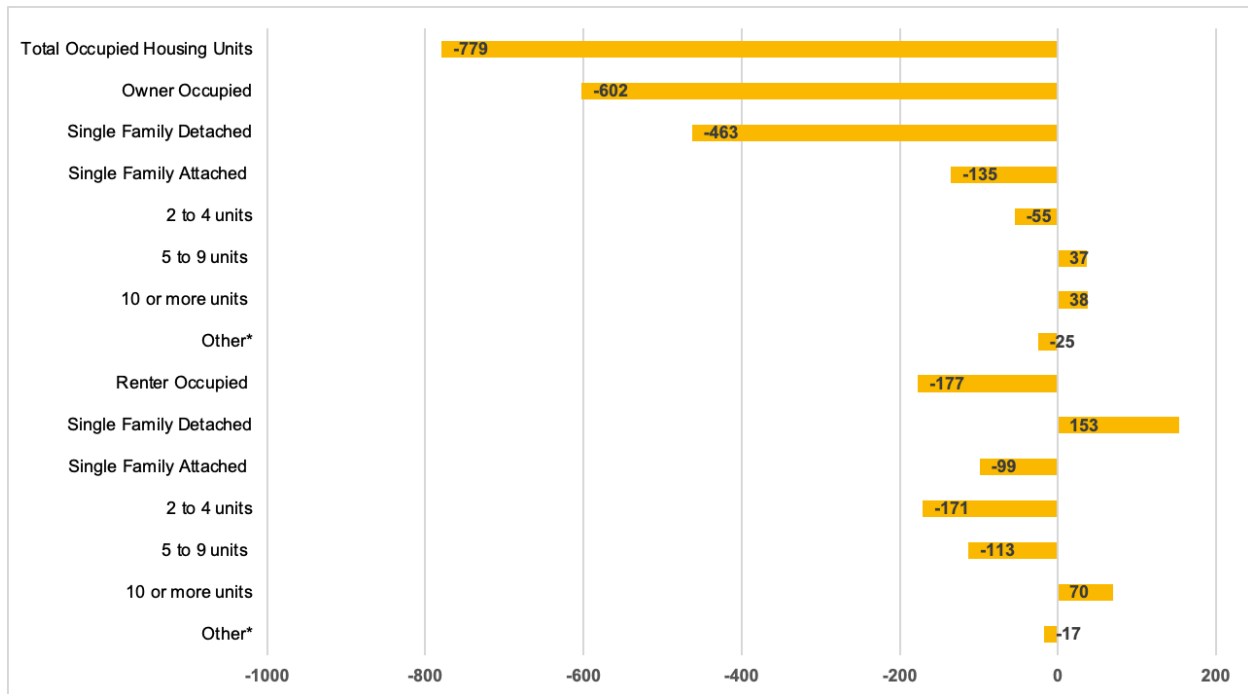
According to data from the U.S. Census Bureau, the City of Cumberland's housing stock actually declined by nearly 779 units through demolition and a lack of replacement construction. There was also a shift in tenure from owner-occupied to renter-occupied units. The City lost an estimated 463 single-family, owner-occupied units. At the same time, there was an increase in the number of single-family rentals in the City, which at least partially reflects that shift in tenure from owner-occupied to renter-occupied units. The City also lost an estimated 171 rental units in small buildings with two to four units.

Figure IV-10: Housing Tenure by Housing Type

	Cumberland, 2023		
	Occupied Housing Units	Owner-Occupied Housing Units	Renter Occupied Housing Units
Single Family Detached	5291	4517	774
Single Family Attached	688	229	459
2 to 4 units	891	25	846
5 to 9 units	439	45	394
10 or more units	1063	38	1,025
Other*	7	7	0
Total	8379	4881	3498

Source: U.S. Census Bureau, ACS, 2023 5-Year Estimates. *Other includes mobile homes and other types of housing

Figure IV-11: Change in the Number of Housing Units by Type, 2010 to 2023



Source: ACS 2023, 2010 5-year-estimates, *Other includes mobile homes and other types of housing

Homeownership

In the City of Cumberland in 2023, 58.3% of occupied housing units were owner-occupied, while 41.7% of units were renter-occupied. The homeownership rate in the City of Cumberland is lower than the countywide homeownership rate and lower than national averages. However, homeownership remains more common than renting, but approximately 42% of all occupied units are rentals, reflecting a significant rental market presence. Single-family homes dominate Cumberland's housing stock (63.1%), with most detached homes being owner-occupied (85.4%), but a significant proportion (774) are rental properties.

The homeownership rate in Cumberland was 58.3% in 2023, slightly lower than the national average of 65%. Homeownership rates have fluctuated over the last decade. In 2000, the homeownership rate was 58%, which declined over the next several years, with a low of 51.5% in 2019. It has steadily increased since then. In 2023, the median value of owner-occupied housing units was \$120,800.

The owner-occupied housing stock in the City of Cumberland, like the rental housing stock, is relatively old compared to the County. Approximately 41.6% of owner-occupied homes in Cumberland were built before 1940, and the majority (88%) of owner-occupied homes were built before 1980. Since 2020, 35 renter-occupied housing units have been constructed; 56 owner-occupied units were built between 2010 and 2019, but none have been built since 2020.

Home values in Cumberland are relatively modest, reflecting both market conditions and the age and condition of the homes. About 11% of all owner-occupied homes are valued at under \$50,000, and 34.2% are valued at under \$100,000. Most homes (90%) are valued at \$299,000 or less.

There is a lot of variability in home sales prices in Cumberland, largely due to the relatively small housing market. In May 2020, the median list price was \$109,000, about \$10,000 lower than the median list price a decade ago. Between 2022 and 2023, the median property value increased from \$119,500 to \$120,800, a 1.09% increase. The market has also seen a steady increase from 2023 to 2025.

On average, homes in Cumberland sell after 60 days on the market, compared to 63 days last year.

Figure IV-12: Median List Price, All Homes for Sale, 2015-2025 (Jan)

Year	Median List Price	%Change
2015	\$94,900	-
2016	\$10,5000	+10.64%
2017	\$88,500	-15.71%
2018	\$109,000	+23.16%
2019	\$105,000	-3.67%
2020	\$109,000	+3.81%
2021	\$133,500	22.48%
2022	\$119,500	-10.49%
2023	\$115,000	-3.77%
2024	\$109,000	-5.22%
2025*	\$126,900	16.42%

Source: Multiple Listing Service data (reported by redfin.com) and realtor.com

In February 2025, Cumberland home prices were up 62% compared to last year, selling for a median price of \$135,000. The average homes sell for about 8% below the list price. On average, homes in Cumberland sell after 74 days on the market compared to 63 days last year. There were 14 homes sold in February this year, down from 15 in the same month last year. Single-family homes accounted for the majority of homes sold. The median sale price per square foot in Cumberland is \$10, representing a 59.6% increase since last year.

As of early March 2025⁵, about half of all single-family homes for sale in Cumberland are priced between \$15,000 and \$145,000. A typical home is a single-family, detached brick house built in the

⁵ On redfin.com

early 20th century. In some cases, homes have updated systems or interiors; however, the majority have not had significant upgrades or improvements. Only one house currently listed for sale was built in 2010 or later, which is listed at \$469,888 and will be new construction by Allegany County Homes.⁶ The 21502 zip code in Cumberland had a median price of \$150,000 in February 2025.

Rental Housing

According to the U.S. Census Bureau's American Community Survey, the City of Cumberland added 223 rental units between 2010 and 2023, with all of the new rental stock in the form of single-family detached homes or large apartment buildings (10+ units). The growth in single-family home rentals (24.6%) suggests that more investors or landlords are buying homes and converting them to rentals instead of owner-occupied units. Large apartment buildings increased by 7.3%, showing a trend towards higher-density rental housing development.

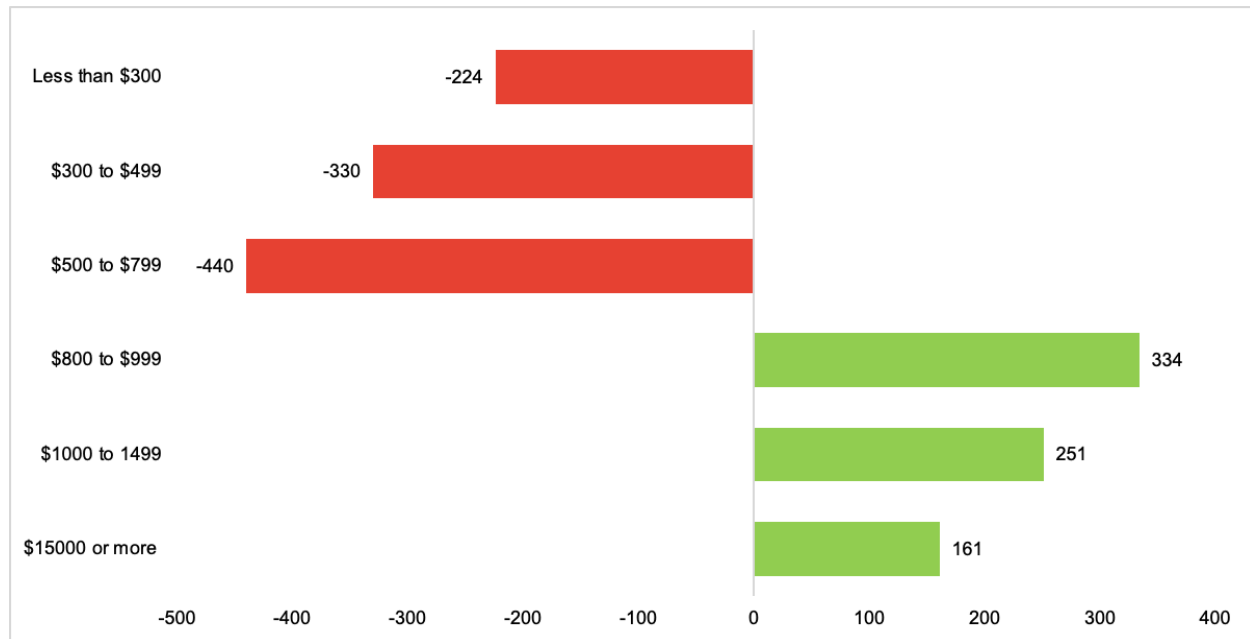
In 2017, about 12.1% of the rental units in the city were rented for less than \$300 per month. Using the 30% rule of thumb, the maximum affordable rent would be \$780. An individual receiving Supplemental Security Income (SSI) in Maryland receives \$11,316 annually. An annual income of \$31,200 is also approximately equivalent to an individual earning the Maryland minimum wage (\$15 per hour) year-round between 20 and 25 hours per week. Only 60% of rental units fall within this affordability range, meaning 40% of available rentals exceed what they can afford. This is alarming, as the fastest-growing rental category of \$800 is largely unaffordable. Housing affordability will remain tight for full-time minimum-wage workers if rents continue to rise.

Over the past decade or so, the City has lost lower-rent units - not only through rent increases but also through demolition, conversions, or lack of maintenance. There was a decline in townhomes (17.7%) and a 16.8% decline in small apartment buildings. Rental units (\$779 or less) have declined by 35.6%, and those under \$500 per month have declined by 36.1%, or a loss of 554 low-cost rental units. Higher-priced rentals, those over \$800, have increased by 107.2%. The loss of small rental buildings, those with 2 to 9 units, overlaps with the decline in low-cost rentals (\$799 or less).

⁶ Gemcraft Homes (N.D.).

https://www.gemcrafthomes.com/communities/maryland/allegany-county/allegany-county-homes?utm_medium=feed&utm_source=zillow&nfh_channel=6&nfh_listing_id=478541&nfh_listing_type=community&utm_term=comm_AlleganyCountyHomes&utm_campaign=zillow&utm_content=allegany-county-homes

Figure IV-13: Change in Rental Units by Rent Level, 2010-2023



Source: ACS 5-Year Estimates for 2010 and 2023.

Figure IV-14: Change in Rental Units by Rent Level, 2010-2023

City of Cumberland	2010	2023
Less than \$300	620	396
\$300 to \$499	915	585
\$500 to \$799	1312	872
\$800 to \$999	267	601
\$1,000 to 1499	296	547
\$150,00 or more	100	261

Source: ACS 5-Year Estimates, 2010 and 2023.

Segregation/Integration

Race/Ethnicity

One measure of racial and ethnic segregation is the “dissimilarity index.” The dissimilarity index quantifies the geographic distribution of different racial groups across a geographic area (e.g., a county or city), typically using Census tract data. The index is interpreted as the percentage of a

certain group’s population that would have to move to a different Census tract to be evenly distributed within a jurisdiction relative to another group. The dissimilarity index ranges from 0 to 100, where 0 indicates complete racial integration across the jurisdiction, and 100 indicates complete segregation across the jurisdiction. Therefore, the higher the dissimilarity index, the more racial segregation there is in a community. As an example, if a Black/White dissimilarity index is 50, then 50% of Black residents would need to move for Blacks and Whites to be evenly distributed across the County. A dissimilarity index of less than 40 generally means there is low racial segregation, an index between 40 and 55 is moderate segregation, and an index over 55 indicates a high level of racial segregation.

The Black/White and Hispanic/White dissimilarity indices in the City of Cumberland were 53.2 in 2023, higher than the 19.6 Black/White dissimilarity index in the City in 2010. This means that 53.2% of Black residents in the City of Cumberland would have to change Census tracts within the City for Blacks and Whites to be equally distributed throughout Cumberland.

In Allegany County overall, there remain very high levels of Black-White residential segregation, based on this segregation dissimilarity index. In addition, levels of Black-White segregation in the County have increased since 2010. In 2023, the Black/White dissimilarity index in the County was 64.6, increasing from 54.5 in 2010 but remaining stable since 2017, which was the data used in the previous AI. This measure indicates a persistently high level of Black/White segregation in Allegany County. It should be noted that while the total share of non-White residents in Cumberland and Allegany County has been increasing, the population of Black residents in Cumberland has been declining, from 1,115 in 2020 to 871 in 2023. Thus, this population is simultaneously declining and increasing in residential segregation.

Hispanic residents are less segregated than Black residents in the city of Cumberland and Allegany County; in both jurisdictions, the rate of segregation for Hispanic residents is also declining. This decline in segregation occurred at the same time that the Hispanic population increased in Cumberland City, from 252 in 2010 to 403 in 2023.

Figure IV-15: Racial/Ethnic Dissimilarity Indices, 2010-2023

	City of Cumberland		Allegany County	
	2010	2023	2010	2023
Black/White	19.6	53.2	54.5	64.6
Hispanic/White	34.9	21.3	40.1	33.6
Non-White/White	14.5	29.7	42.2	39.3

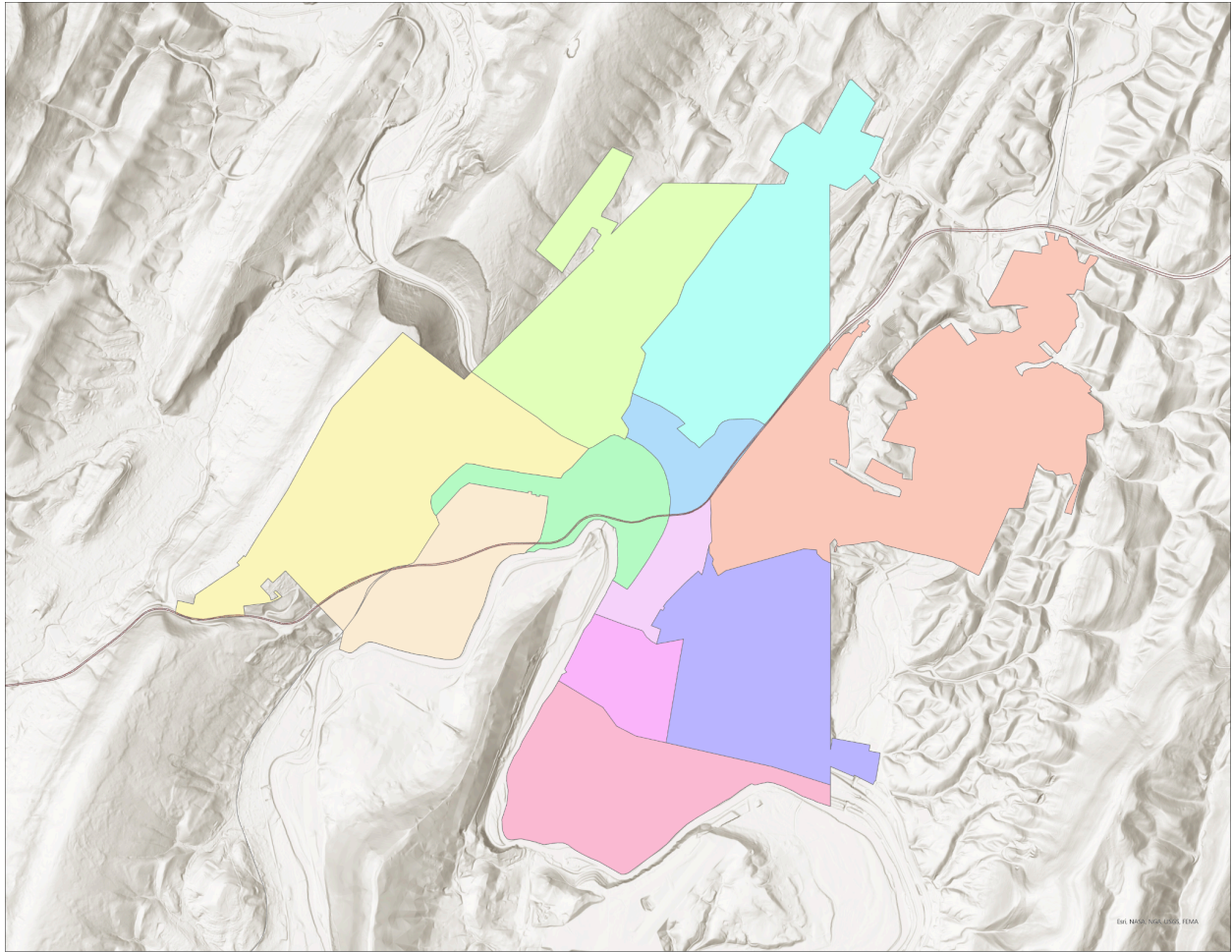
Source: 2010 Decennial, 2023 ACS 2023 5-year estimates

There are no majority non-White Census tracts within the City of Cumberland. Census Tract 13 has the highest non-White population intersecting with the City of Cumberland’s boundaries; about 48% of residents are non-White. However, the majority of this tract lies outside of the city’s boundaries to the southwest. Census Tract 5, which primarily intersects with the Eastside-Willowbrook

neighborhood, also has a significant non-White population at 25%. Black residents comprise the most significant number of non-White residents in this Tract. Census tract 10, located in the Center City, Decatur Heights, and Wills neighborhoods, also has a significant non-White population at 20%. Once again, the most significant number of these non-White residents are Black. Hispanic residents are about equally concentrated in census tracts 5, 8, and 13 at around 3%; census tracts 5 and 13 are the same tracts discussed above as areas with a high concentration of Black residents. Census tract 8 has no co-concentration with Black residents and lies in the Center City, Rolling Mill, Chapel Hill-Virginia Avenue, and Walsh-Humbird neighborhoods.

Because of Cumberland's relatively small size and few Census tracts, it can be more informative to analyze the residential locations of non-white residents by Census block group. The maps below show Cumberland's neighborhoods and the concentrations of Black and Hispanic residents by block group. The concentrations follow roughly the same pattern described above for the census tracts intersecting with Cumberland City.

Map IV-3: City of Cumberland Neighborhoods

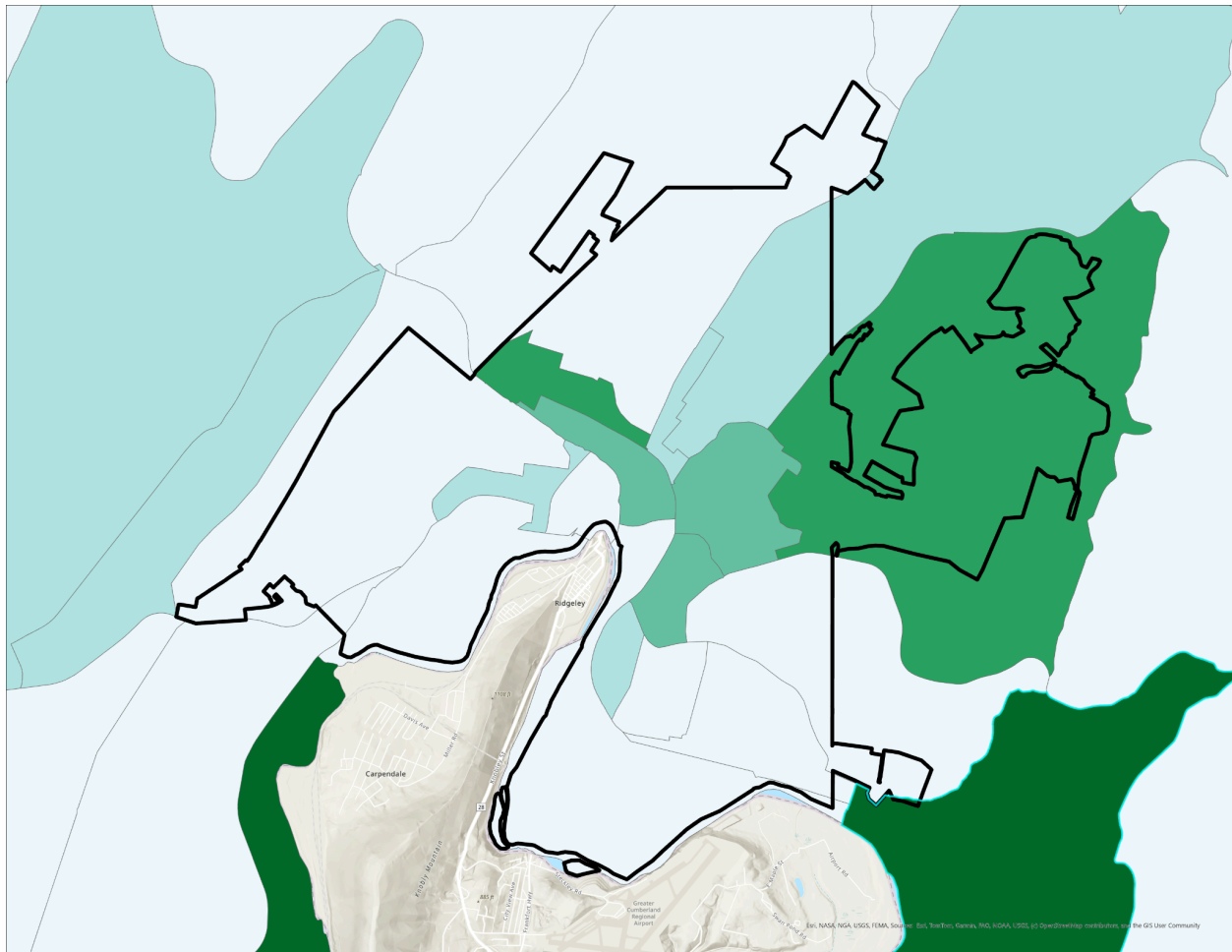


Source: City of Cumberland

Cumberland Neighborhoods

- CENTER - CITY
- CHAPEL HILL - VIRGINIA AVENUE
- DECATUR - HEIGHTS
- EASTSIDE - WILLOWBROOK
- HAYSTACK - DINGLE
- JOHNSON HEIGHTS - MAPLESIDE
- McNAMEE - SHRIVER
- ROLLING MILL
- WALSH - HUMBIRD
- WESTSIDE
- WILLS
- <all other values>

Map IV-4: Percentage of Black Population by Block Group, 2023



Source: 2023 ACS 5-Year Estimates Table B03002; dataset includes total population.

Percent Black, Non-Hispanic

 Cumberland Boundary

 2% or less

 2-5%

 5-15%

 15-30%

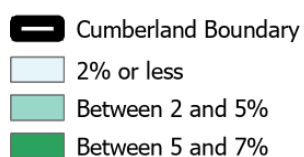
 30-52%

Map IV-5: Percentage of Hispanic Population by Block Group



Source: 2023 ACS 5-Year Estimates Table B03002; dataset includes total population.

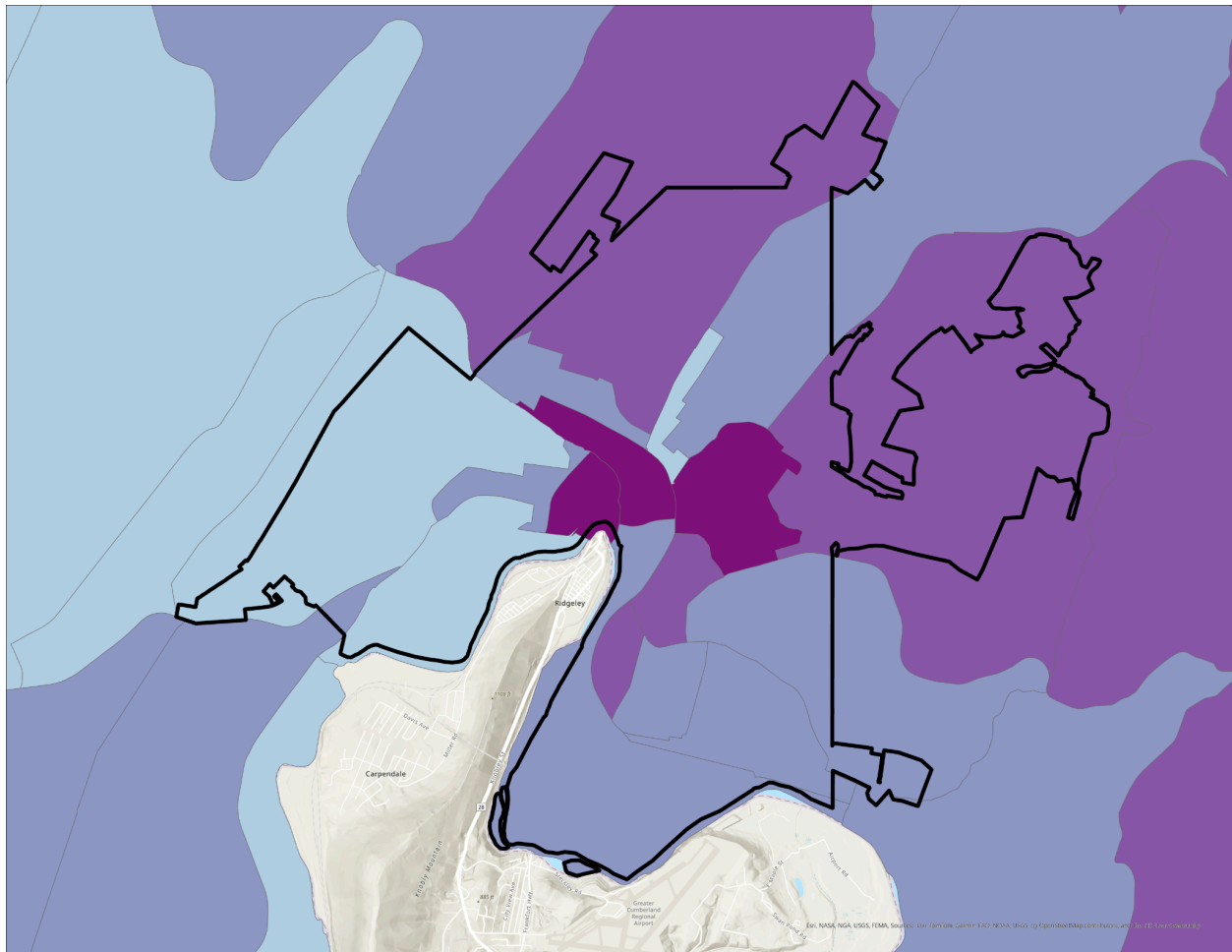
Percent Hispanic



Persons with Disabilities

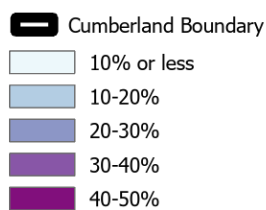
About 23% of Cumberland residents have a disability, which is higher than Allegany County at 21% and the State of Maryland at 11%. Individuals with disabilities are less likely to be in the labor force and are more likely to have challenges finding affordable, accessible housing compared to the non-disabled population. The highest concentrations of disabled residents are in the Center City, Wills, Decatur Heights, Rolling Mill, and Eastside-Willowbrook neighborhoods.

Map IV-6: Percentage Disabled Population by Block Group (2017)



Source: 2023 ACS 5-Year Estimates, Table C21007; dataset includes individuals 18 years and older for whom poverty status can be determined.

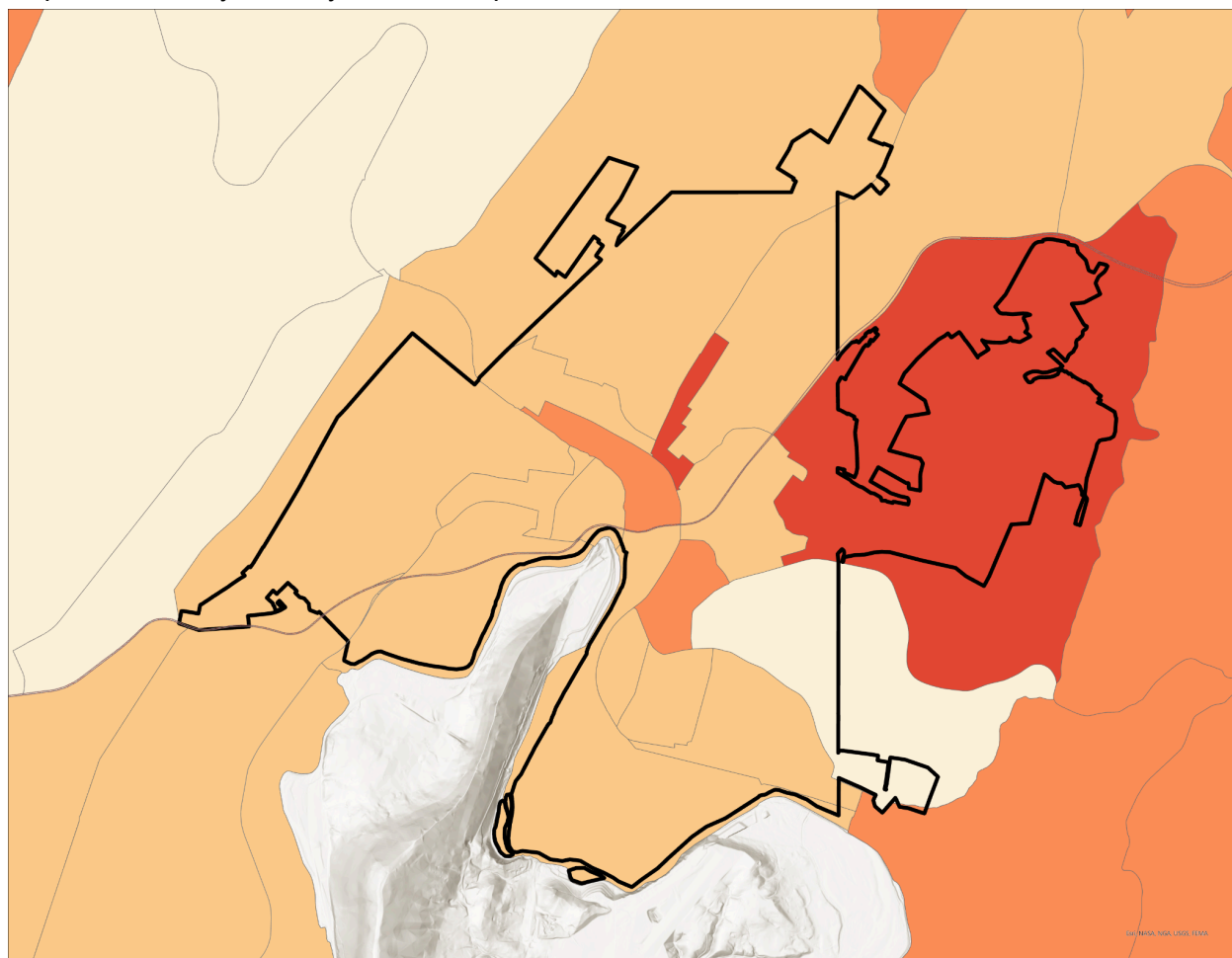
Disabled Population by Block Group



Poverty

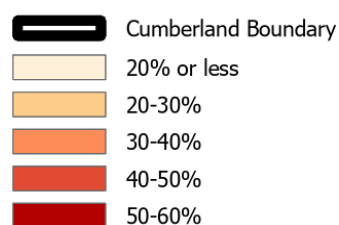
Nearly one-quarter of City of Cumberland residents live in poverty, a rate significantly higher than in the surrounding County. There are several neighborhoods where concentrated poverty is a serious challenge. The Census Bureau has defined concentrated poverty as neighborhoods where more than 40% of residents have incomes below the poverty threshold. As seen in the map below, Eastside-Willowbrook, Decatur Heights, and McNamee-Shriver intersect with census block groups that are areas of concentrated poverty.

Map IV-7: Poverty Rate by Block Group



Source: 2023 ACS 5-Year Estimates, Table B17021; dataset includes the population for whom poverty status is determined.

Poverty Rate Percent



R/ECAPs

Racially and ethnically concentrated areas of poverty (R/ECAPs) have been defined by HUD as Census tracts where more than half of the population is non-White, and 40% or more of the population is in poverty OR where the poverty rate is more significant than three times the average poverty rate in the area, whichever is lower.¹²

There are no R/ECAPs located within the City of Cumberland simply because there are no Census tracts where more than half of the population is non-White. However, there are pockets of concentrated poverty in the Decatur Heights, Eastside-Willowbrook, and McNamee-Shriver neighborhoods.

Summary of Demographic and Segregation/Integration Analysis

The City of Cumberland has seen its population decline steadily over the past six decades, reflecting the changing economic structure in the region as well as challenges attracting and retaining residents in the City. While the City's population has become somewhat more racially and ethnically diverse, the City is composed mainly of White residents.

Using traditional measures of segregation is challenging because the City's non-white population is so small. However, the data and maps show that the city's small Black and Hispanic populations tend to be concentrated in a handful of census block groups throughout the city. Furthermore, there is evidence that poverty rates, while high in Cumberland, are significantly higher among the City's Black and Hispanic residents. Segregation may have begun to be a challenge among the Black population, having reached fairly high index levels by 2023. However, index levels have decreased among the Hispanic population.

Cumberland has a relatively high share of residents with a disability, and this share has been on the rise over the past decade. Compared with non-disabled residents, individuals with disabilities face greater challenges of poverty and housing access. In Cumberland, the greatest numbers of residents with disabilities are in the Center City neighborhood and areas just outside it.

V. Disparities in Access to Opportunity

There is a significant and growing body of research that has linked the health, education, and economic outcomes of individuals and families to the quality of the neighborhoods where they live. Even more than personal and family characteristics, the quality of where people live predicts future well-being. Access to a wide range of education, employment, transportation, and health services and amenities is critical to ensuring successful outcomes for families and children. When segments of the population, particularly those defined as protected classes by the Fair Housing Act, do not have access to these opportunities, then the entire community is negatively impacted.

Education Opportunities

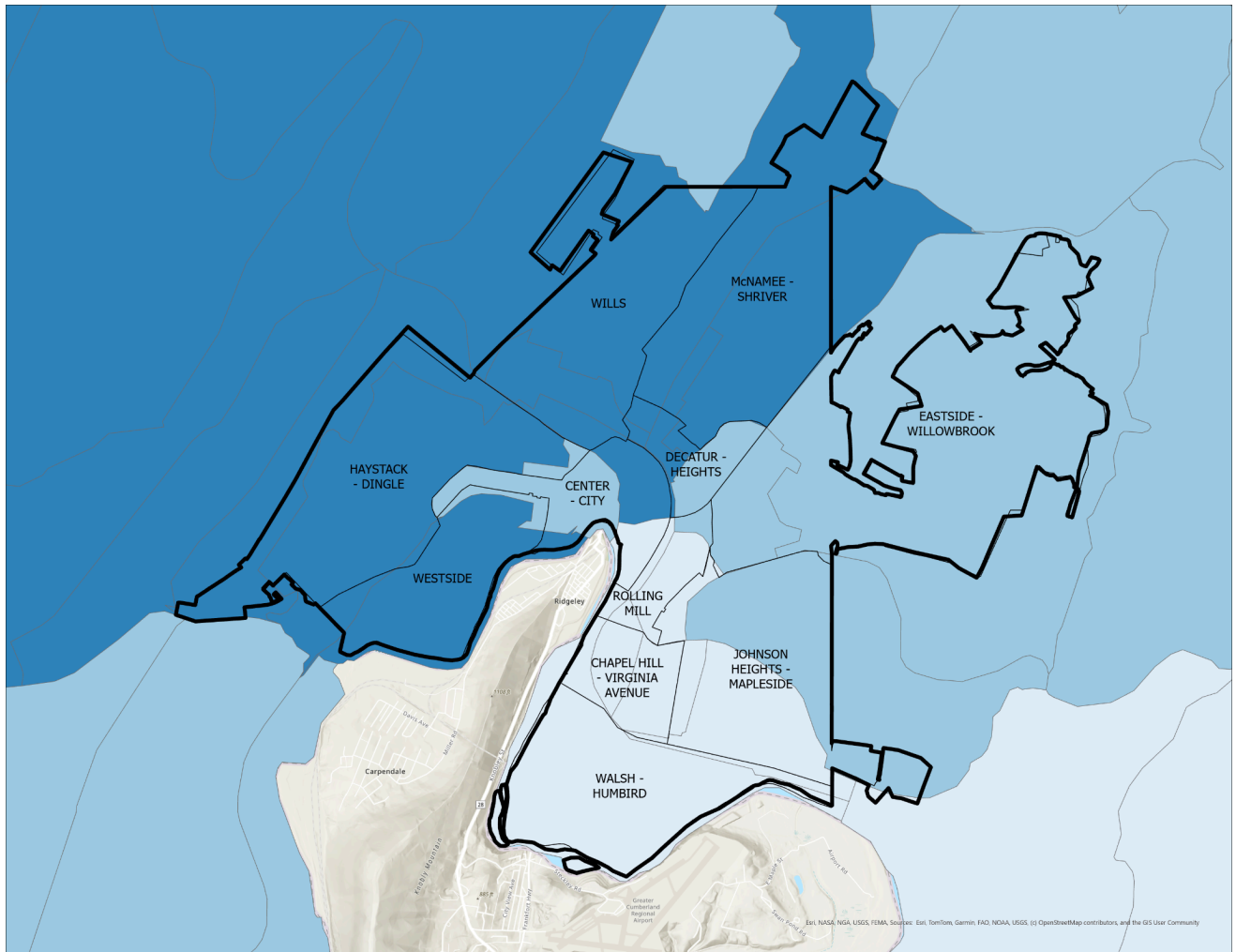
Access to educational opportunities is critical for economic mobility and success. For this AI, the School Proficiency Index compiled by HUD measures access to high-quality schools. The School Proficiency Index (SPI) uses school-level data on the performance of 4th-grade students on state exams to describe which neighborhoods have high-performing elementary schools nearby and which are near lower-performing elementary schools. The SPI is a function of the percent of 4th-grade students proficient in reading and math on state test scores for up to three schools within 1.5 miles of each Census block-group centroid. According to this data, children in the Chapel Hill – Virginia Avenue, Walsh-Humbird, and Wills neighborhoods live in areas with the lowest SPI. In contrast, children in most of the eastern and western parts of the City have access to higher-quality elementary schools. John Humbird Elementary School has the lowest school rating according to GreatSchools.org, with a score of four out of 10. Only 38% of students are proficient in English, and only 24% are proficient in math. However, students at John Humbird are making about average academic progress from one grade to the next compared to students at other schools in the state.

Elementary schools outside of the City but in Allegany County have higher ratings and test scores, which means that families and children living outside of the City boundaries have better access to high-quality public education opportunities.

To help bridge the gap, the City of Cumberland is participating in the State of Maryland's ENOUGH initiative. This initiative focuses on early childhood education and strengthening other community supports to end childhood poverty and increase economic mobility.⁷ In February 2025, the City issued a Request for Proposal (RFP) for consultant services to assess community assets and needs and develop an action plan for the Virginia Avenue/Chapel Hill and Walsh-Humbird neighborhoods, which correspond with a large portion of the low-scoring area on the School Proficiency Index. This is the second step in the ENOUGH grant process; the third and final step will include gathering funding for implementation from various sources.

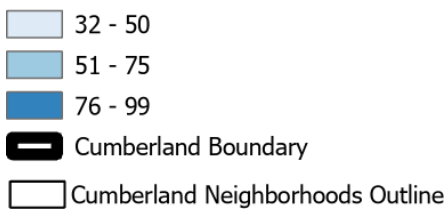
⁷ Maryland.gov (n.d.). ENOUGH Initiative Overview. <https://goc.maryland.gov/Pages/enough-initiative.aspx>

Map V-1: School Proficiency Index by Block Group (2023)

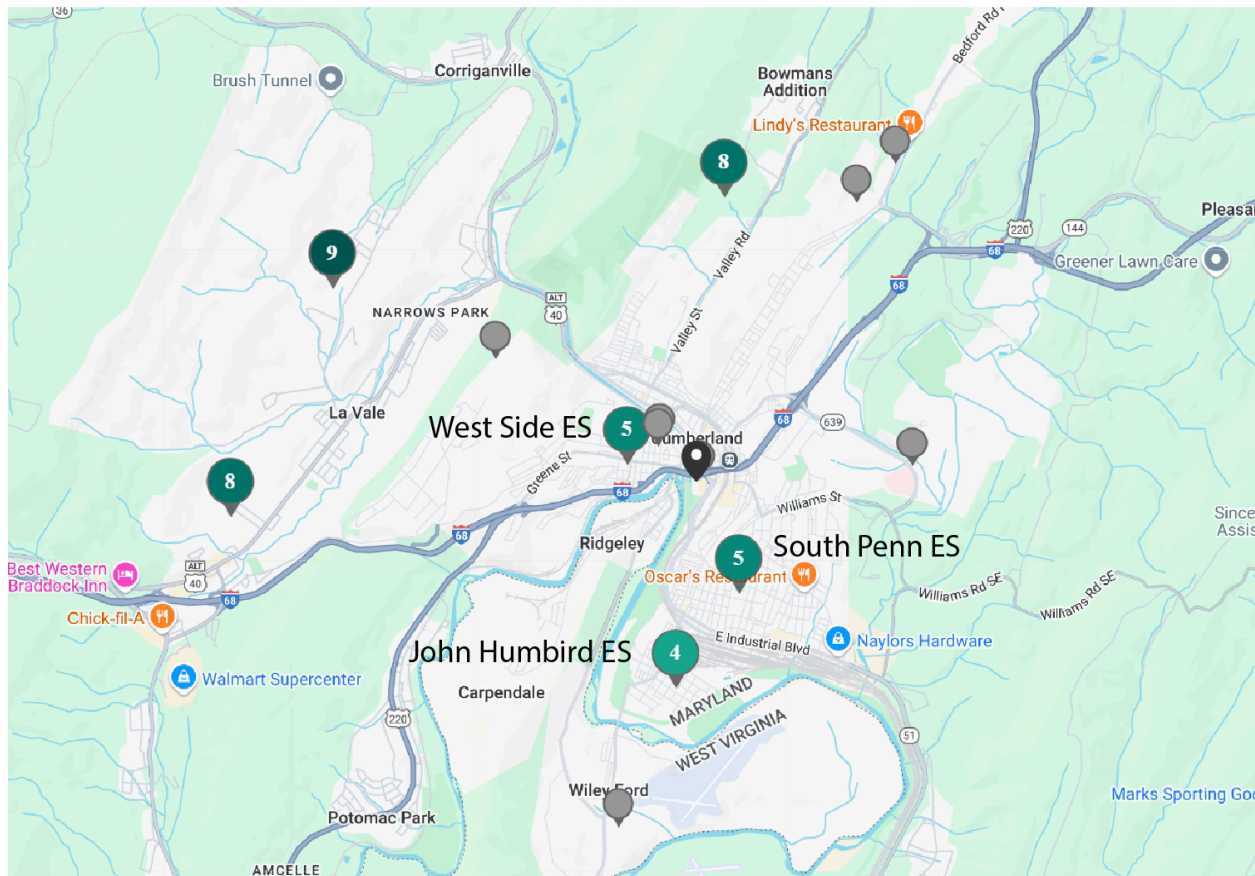


Source: [US Department of Housing and Urban Development](https://www.hud.gov/).

School Proficiency Index



Map V-2: Elementary School Rankings in and around Cumberland



Source: GreatSchools.org. Ratings are out of 10 for public elementary schools. Grey circles represent private schools.

Post-High School Education

More than 90% of White Cumberland residents are high school graduates, compared with about 78% of Black residents. White Cumberland residents are significantly more likely than Black residents to have a bachelor's degree or higher. Hispanic residents living in Cumberland are also less likely than White residents to have a college degree, and more than 40% have not graduated from high school.

Figure V-1: Educational Attainment by Race/Ethnicity, Population Age 25+, 2023
City of Cumberland

	White Alone	%	Black Alone	%	Hispanic/ Latino	%	Asian	%
Total	12045	100	481	100	176	100	91	100
Less than High School Diploma	1098	0.09	106	22.0	72	40.9	6	6.6
High School graduate (includes equivalency)	4352	36.1	212	44.1	40	22.7	3	3.3

Some College or Associate's degree	3961	32.9	108	22.5	55	31.3	3	3.3
Bachelor's degree or higher	2634	21.9	55	11.4	9	5.1	79	86.8

Source: U.S. Census Bureau, ACS, 2023 5-Year Estimates.

Analysis of Barriers to Educational Opportunities

Access to high-quality educational opportunities varies across Cumberland neighborhoods, as represented by the School Proficiency Index. However, the most considerable disparity is between the quality of public school opportunities within the city limits and outside of the rest of the county. Families with children who live in Allegany County but outside of the City of Cumberland have access to higher-quality public schools.

Furthermore, there are disparities in access to college opportunities among Cumberland residents. White Cumberland residents are significantly more likely to graduate from a four-year college than are Black city residents and those of Hispanic origin.

Employment Opportunities

Access to a range of jobs is another important factor in helping to ensure that all residents of Cumberland have the opportunity for upward economic mobility. Job growth in the Cumberland region has been relatively weak in recent years, but access to jobs can vary for City residents from different socioeconomic backgrounds and for those living in different parts of the City. HUD makes available a Jobs Proximity Index (JPI), which quantifies the accessibility of a given neighborhood as a function of its distance to all job locations within a metropolitan area, with larger employment centers weighted more heavily. Specifically, a gravity model is used, where the accessibility of a given Census block group is a summary description of the distance to all job locations, with the distance from any single job location positively weighted by the size of employment (job opportunities) at that location and inversely weighted by the labor supply (competition) to that location.

Data for the JPI are from the 2017 Longitudinal Employer-Household Dynamics (LEHD) dataset, meaning that the data are somewhat outdated and do not reflect recent regional job growth and expansion of local employment centers. However, the JPI data are the best data available for this AI.

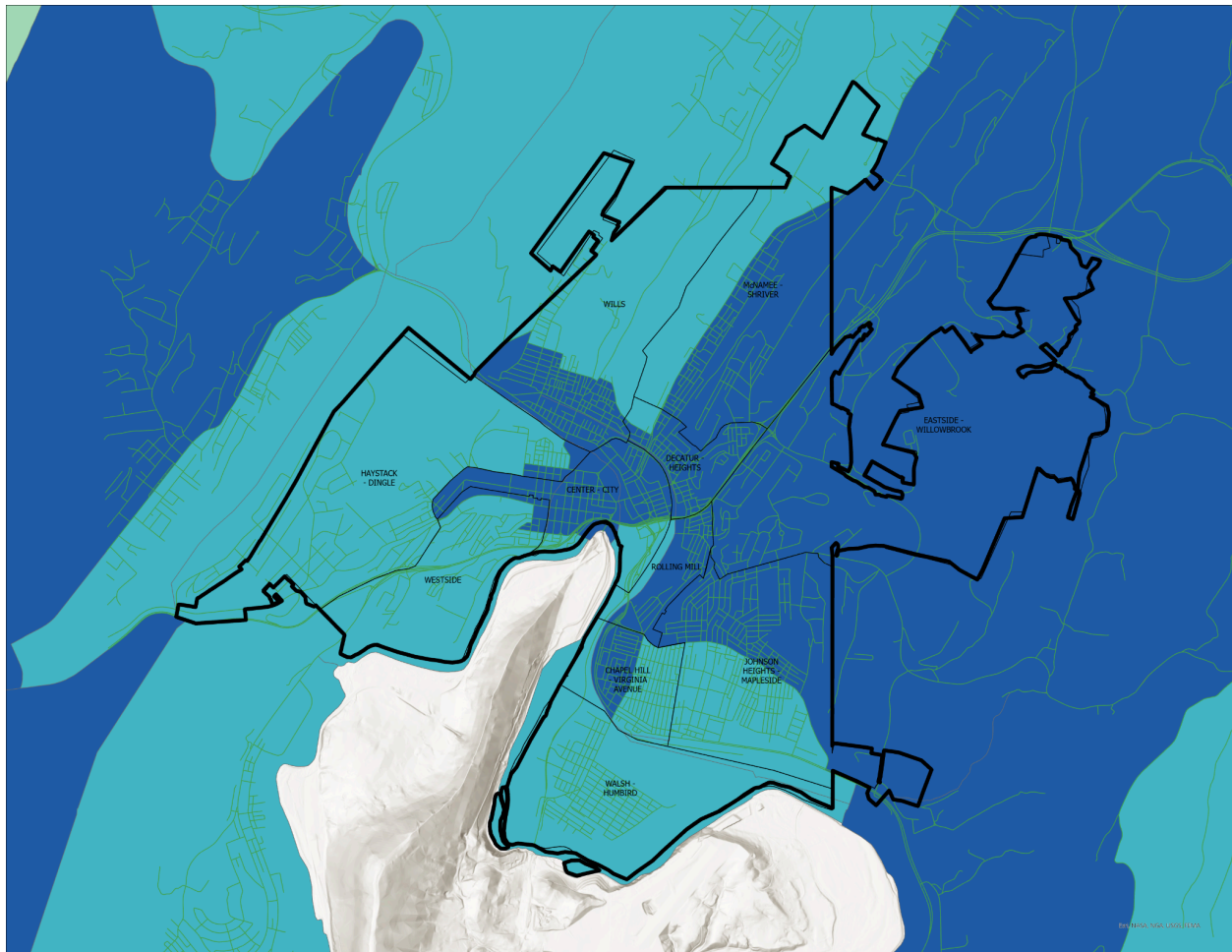
JPI values are percentile ranked with values ranging from 0 to 100. The higher the index value, the better the access to employment opportunities for residents in a neighborhood. The data are available at the block group level.

According to this JPI index, access to job opportunities varies throughout the City of Cumberland. Generally, those in the downtown area and those in the eastern part of the city have better job access. This is different from the JPI used in the previous analysis of impediments; it appears that the job situation in the downtown area has improved. The presence of UPMC Western Maryland

within the City also increases job access to workers living in the Eastside Willowbrook neighborhood and other surrounding areas.

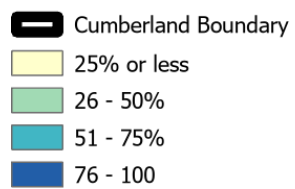
Looking at the locations of jobs in the Cumberland metropolitan statistical area (which encompasses the City of Cumberland, as well as Allegany County, Maryland, and Mineral County, West Virginia), it is clear that employment opportunities are concentrated in the northwest part of the region. In addition, although the Winchester, VA, metropolitan area extends to the Mineral County, WV border, jobs in that region are highly concentrated in the eastern end of Frederick County, far from Cumberland. Therefore, it seems likely that the accessible jobs for those in the eastern part of the city are in or near Cumberland.

Map V-3: Job Proximity Index by Block Group (2020)

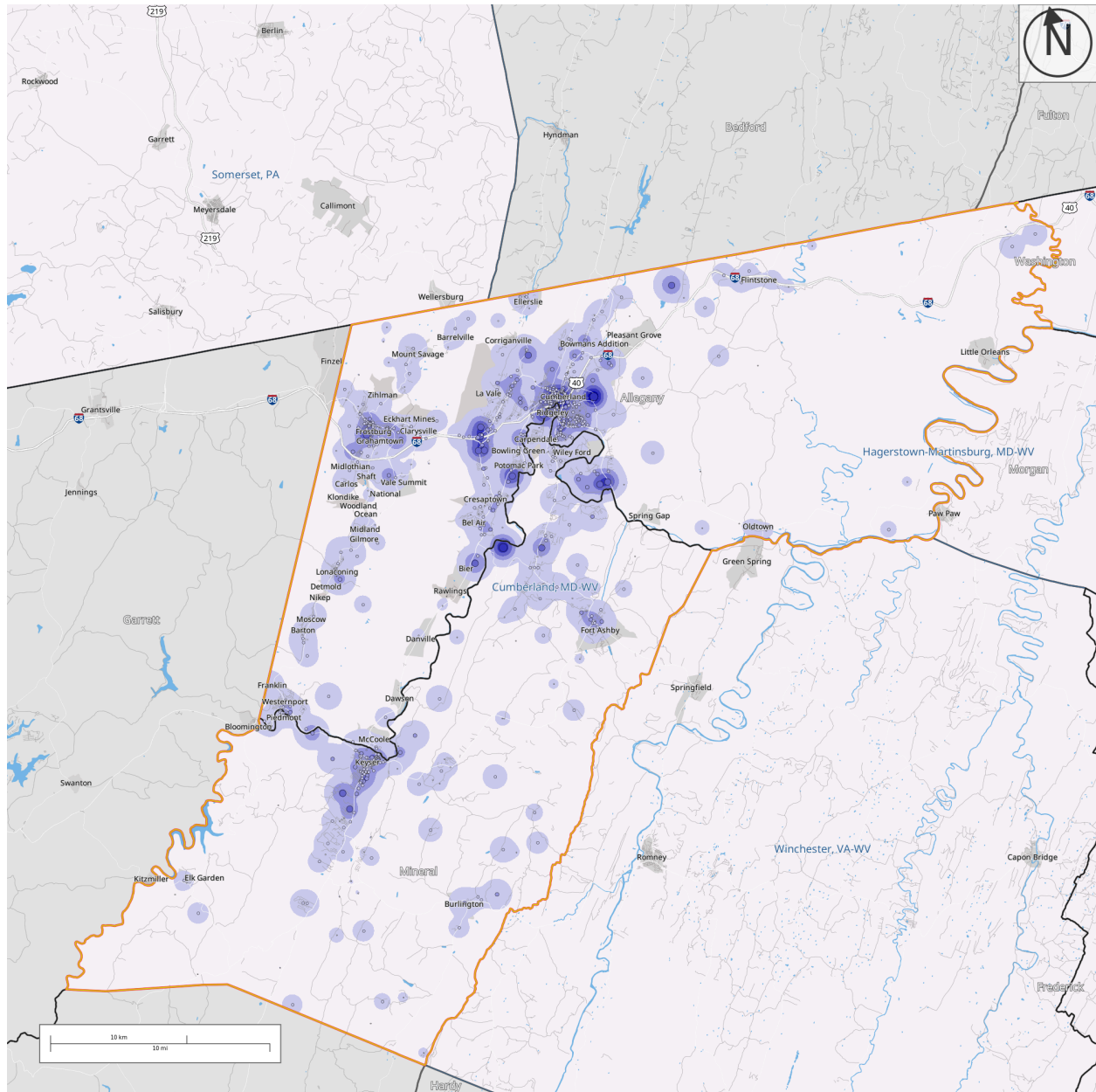


Source: [US Department of Housing and Urban Development](https://www.hud.gov/)

Jobs Proximity Index

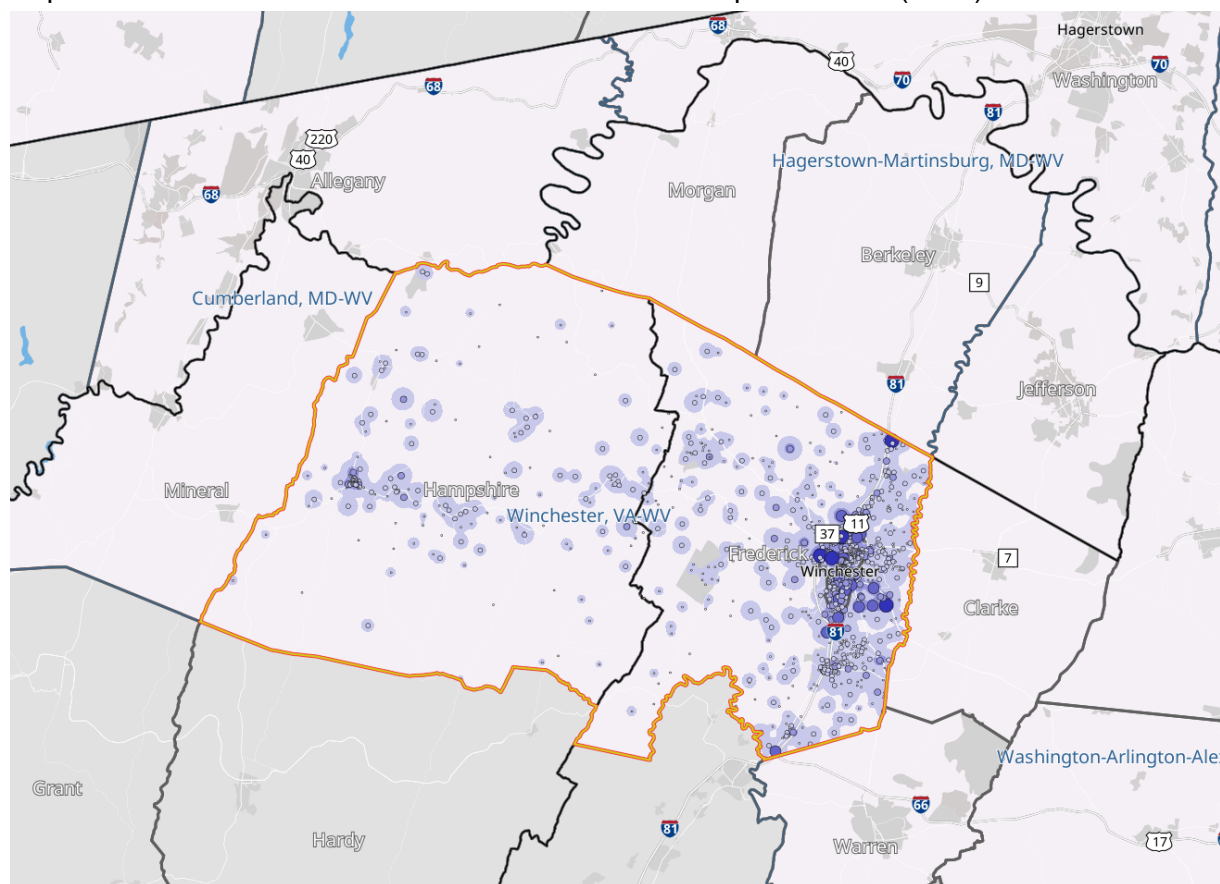


Map V-4: Concentration of Jobs in the Cumberland Metropolitan Area (2022)



Source: US Census On The Map

Map V-5: Concentration of Jobs in the Winchester Metropolitan Area (2022)



Source: US Census On the Map

Analysis of Barriers to Employment Opportunities

Employment opportunities are concentrated in the northwest part of the region, meaning that residents in the City's eastern neighborhoods have fewer opportunities to access regional employment centers.

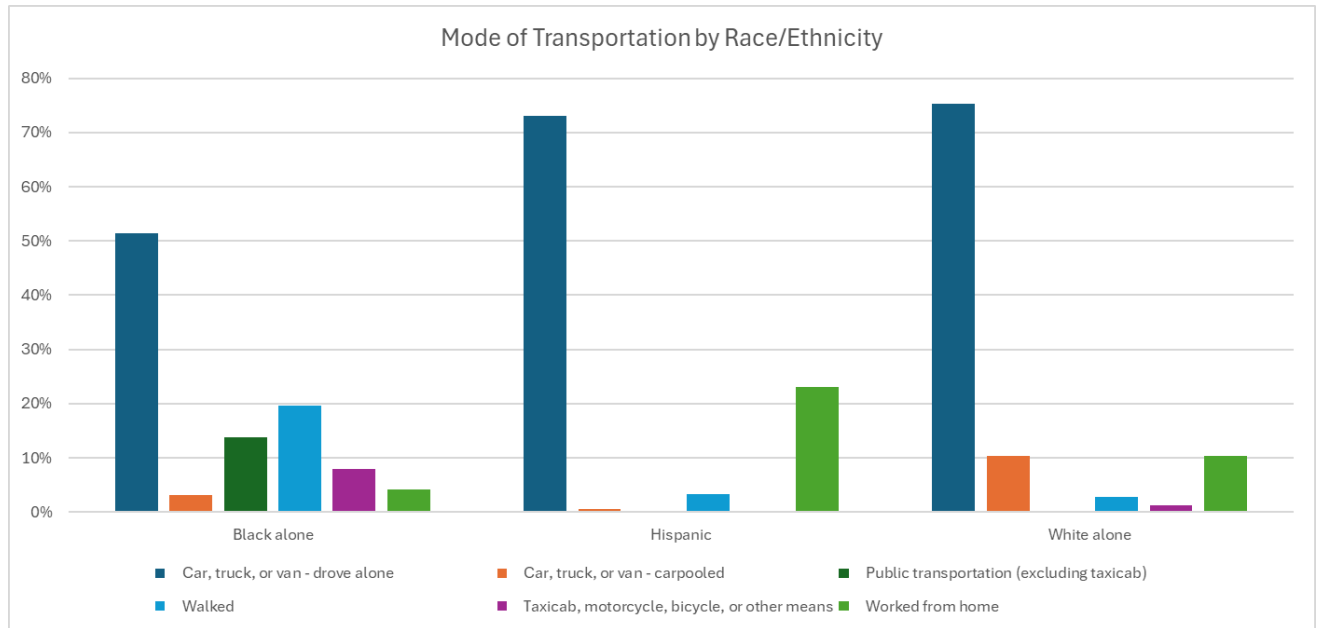
The community survey revealed a few additional barriers to employment. About 50% of respondents said that a lack of jobs in their field presented a barrier, and about 33% said that limited public transportation options was a barrier. These results provide an impetus for additional economic development efforts to diversify employment and for increasing the reliability and reach of the public transportation system. It also may indicate a need for additional workforce training efforts.

Transportation Opportunities

Disparate access to transportation options can often be a major impediment to economic mobility.

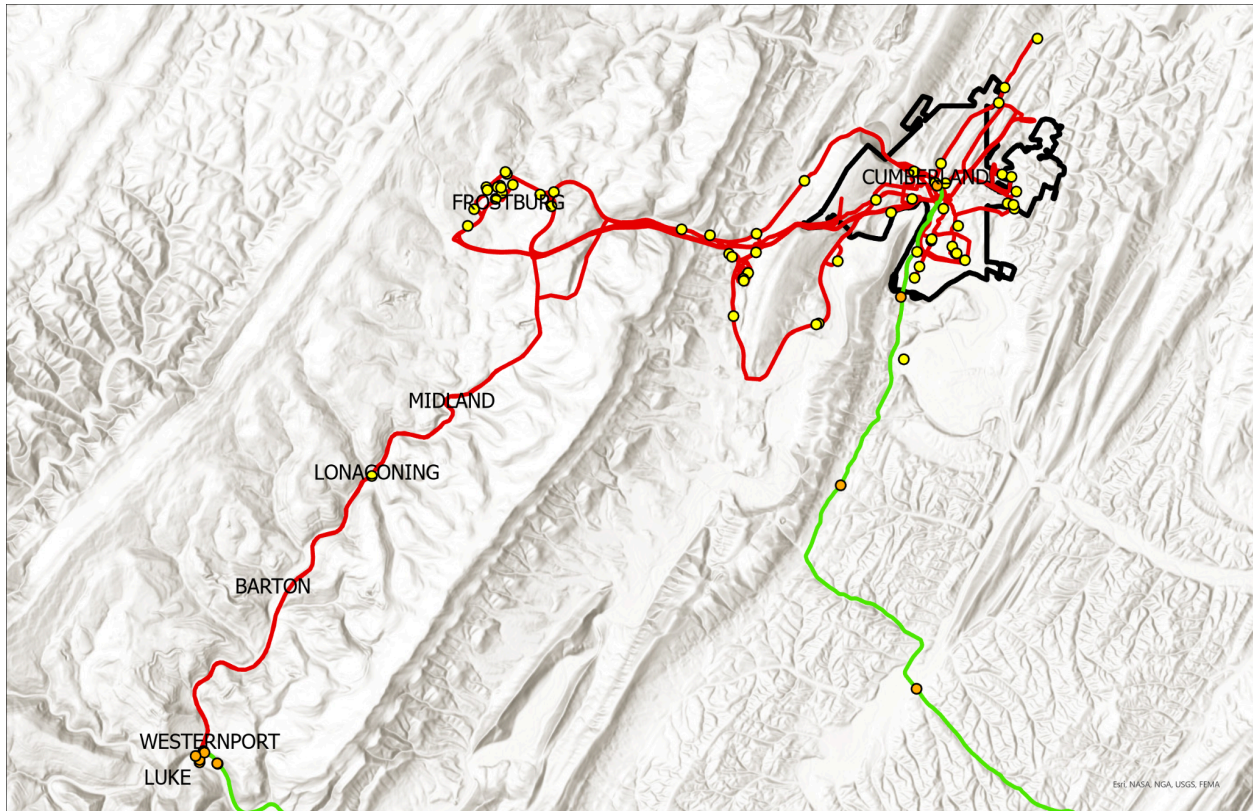
The vast majority of workers in Cumberland drive alone to work. Public transportation options in Cumberland and Allegany County are very limited, which primarily drives the commuting patterns. However, Black workers are significantly more likely than White workers to take public transportation to work. About 33% of Black workers commuted either by public transportation (e.g. Allegany Transit service) or walked to work in 2023. By contrast, only 14% of White workers did not drive alone or carpool to work.

Figure V-2: Mode of Commute by Race and Ethnicity, City of Cumberland



Source: ACS 2023 5-Year Estimates

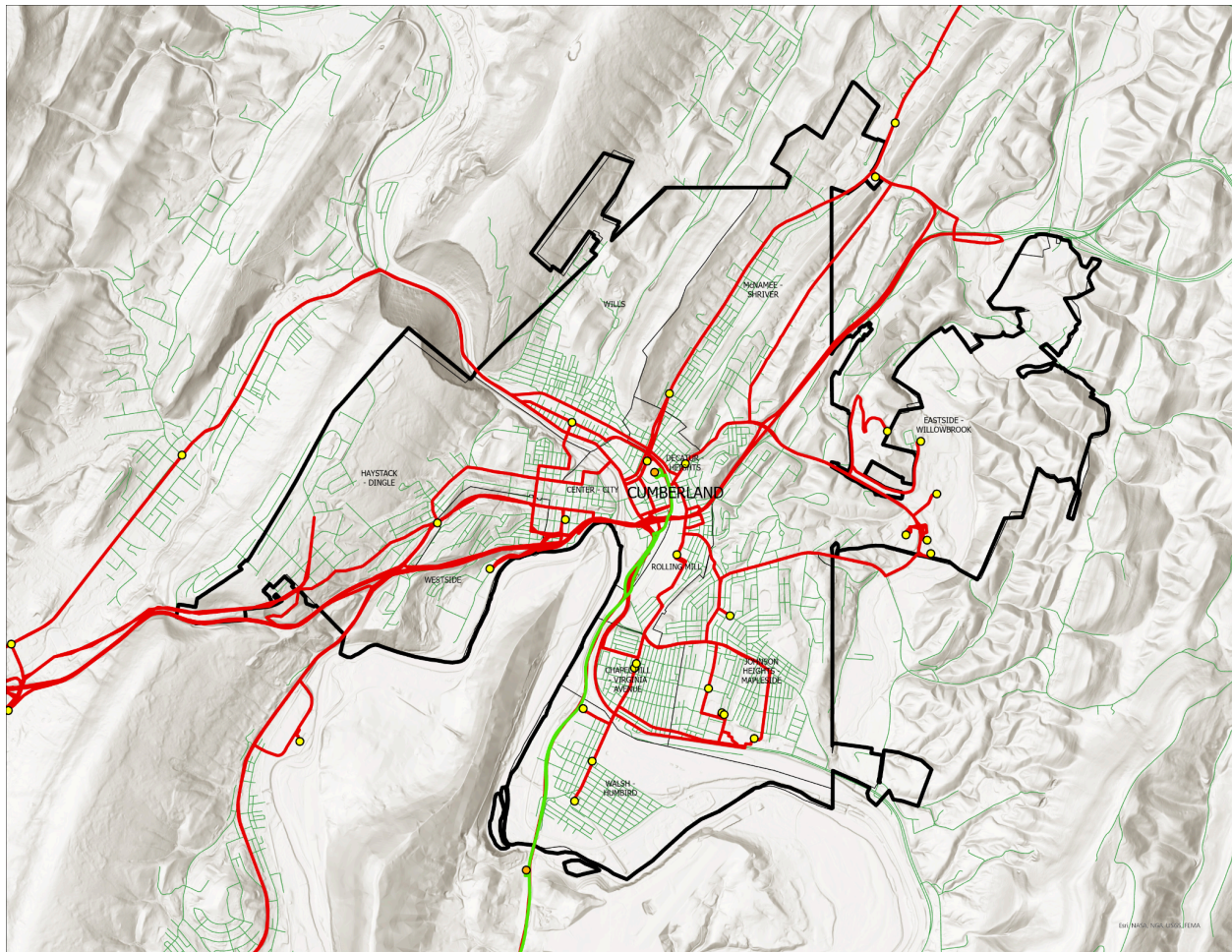
Map V-6: Fixed Bus Route and Stops in and around the City of Cumberland



Source: Allegany County

- Allegany County Transit Stops
- Potomac Valley Transit Stops
- Allegany County Routes
- Potomac Valley Routes
- Cumberland Boundary
- Cumberland Neighborhoods Outline
- Streets

Map V-7: Fixed Bus Routes and Bus Stops in Cumberland



Source: Allegany County & State of Maryland iMap.

- Allegany County Transit Stops
- Potomac Valley Transit Stops
- Allegany County Routes
- Potomac Valley Routes
- Cumberland Boundary
- Cumberland Neighborhoods Outline
- Streets

There is a public transportation option in Cumberland, though service is relatively limited. In general, bus service is available Monday through Friday from 7:30 am to 4:30 pm in the County, with selected service running earlier (silver line morning service beginning at 5:55 am) and running later (yellow line evening service running into 8:00 pm). There is no weekend service and no late evening/nighttime service. Paratransit service is available, and there is a current proposal to change the Purple Line bus route from fixed route to a demand-response model, but this route only operates on Tuesdays and Fridays.

Limited public transportation options and the locations of key job centers in the region mean that transportation accounts for a significant share of Cumberland households' budgets. Transportation is

typically a household's second largest expense, after housing. When workers cannot find housing they can afford near their jobs, they often look for options further away. However, the savings associated with lower-cost housing can sometimes be offset by the increased transportation costs households incur (e.g., greater fuel and maintenance costs). A rule of thumb is that households should not spend more than 45% of income on combined housing plus transportation costs.

Places that are compact, close to jobs and services, with a variety of transportation choices, allow people to spend less time, energy, and money on transportation. According to the H+T Index, there are no neighborhoods within the City of Cumberland that meet the definition of a location efficient neighborhood and most residents are dependent on car travel for commuting or other trips. As a result, transportation costs are higher in the City of Cumberland than in some other communities in Maryland.

Residents travel an average of 15,312 miles each year and spend an average of \$12,618 each year on transportation. The average household in Cumberland has 1.55 vehicles.⁸ An 80% AMI household with the median household income spends 50% of their income on housing plus transportation costs, including 26% on transportation and 24% on housing.

Despite no tracts meeting the definition of a "location efficient neighborhood," most census tracts in Cumberland do provide some advantage compared to the surrounding county and other nearby communities when it comes to transportation costs (see Map X). This is particularly true for those residing in City Center, Wills, Chapel Hill-Virginia Avenue, and Walsh-Humbird. When housing costs are incorporated into the model (see Map X), some census blocks in City Center, Wills, Rolling Mill, Chapel Hill-Virginia Avenue, and Johnson Heights-Mapleside are under the 45% rule-of-thumb for affordability. This is likely due to both walkability (reduced transportation costs) and relatively affordable housing stock. Still, much of Cumberland suffers from a lack of affordability.

⁸ The Center for Neighborhood Technology (2025). H&T Fact Sheet: Municipality: Cumberland, MD. Accessed 3/8/25. [H+T Fact Sheets](#)

Map V-8: H&T Index: % of Income Spent on Transportation by Census Tract, Regional Moderate Household (80% AMI)

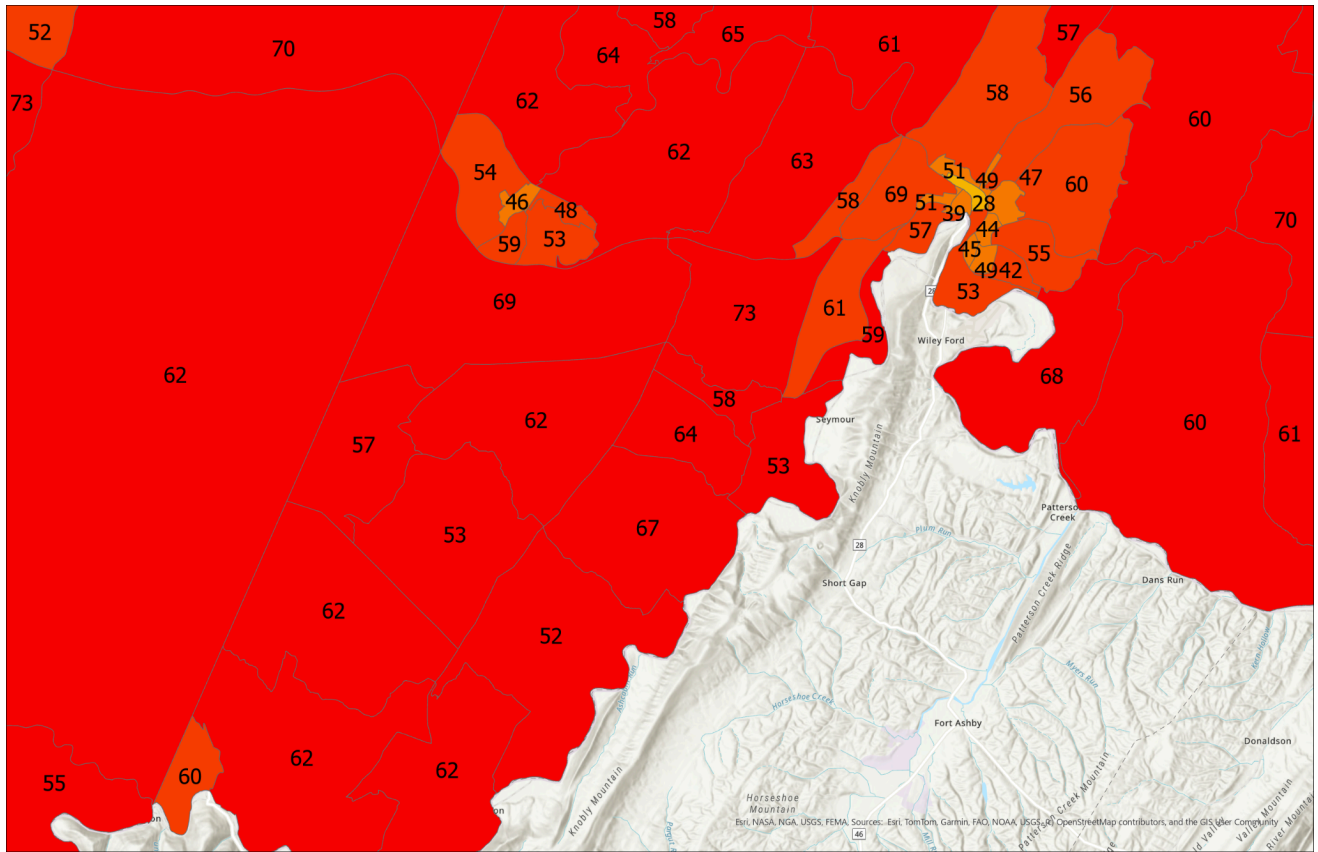
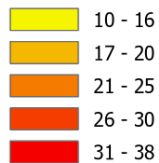


Figure V-8: Estimated percent of income spent on transportation costs for an 80% AMI household (income \$46,031). This is nearly equivalent to the median income in Cumberland, which was \$47,819 according to 2023 ACS 5 Year Estimates. Source: The Center for Neighborhood Technology (CNT). CNT assumes no responsibility for the interpretation and application of this data

Transportation Costs by Block Group



Map V-9: H&T Index: % of Income Spent on Combined Transportation and Housing Costs by Census Block Group, Regional Moderate Household (80% AMI)

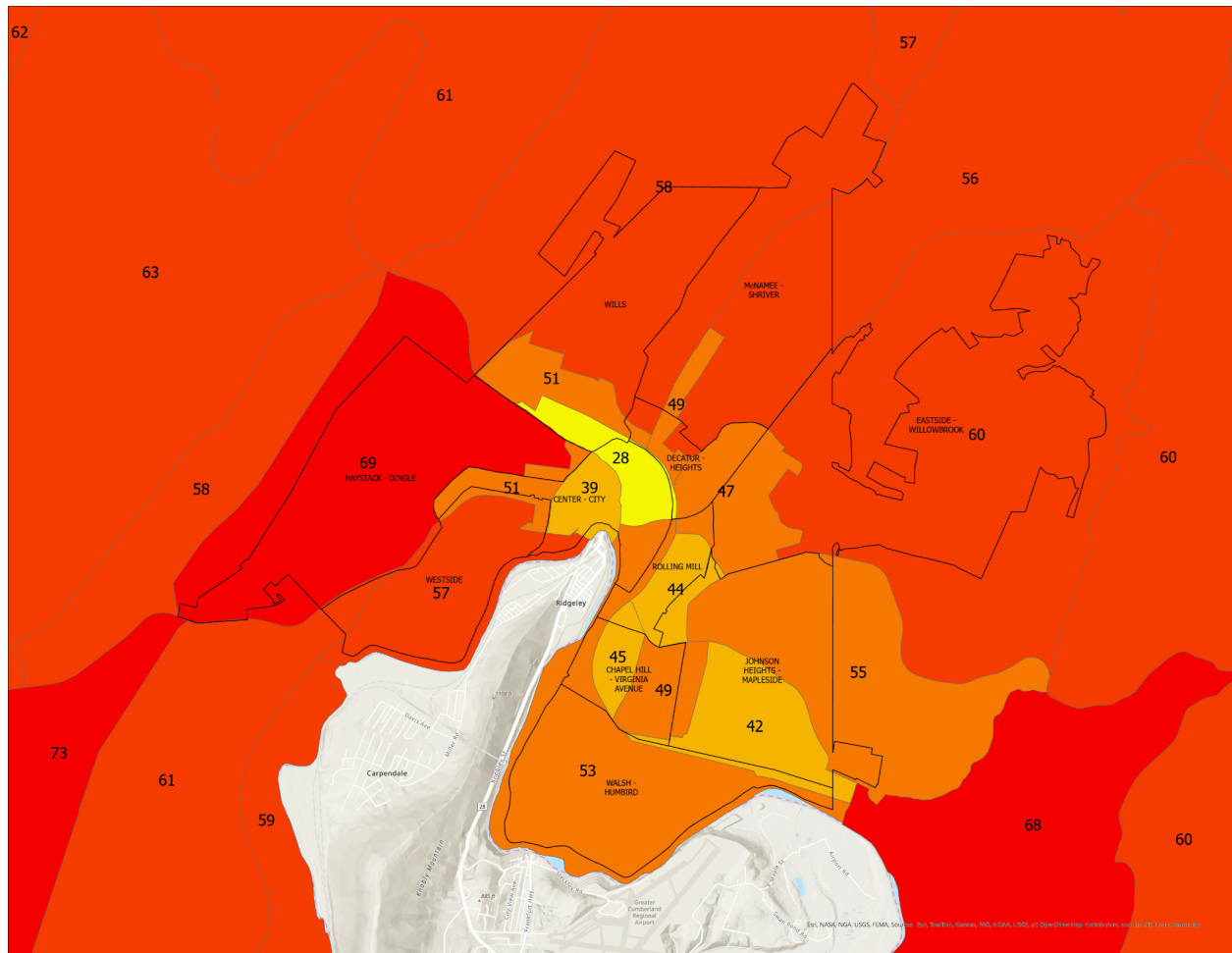
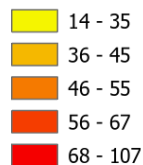


Figure V-9: Estimated percent of income spent on housing and transportation costs for an 80% AMI household (income \$46,031). This is nearly equivalent to the median income in Cumberland, which was \$47,819 according to 2023 ACS 5 Year Estimates. Map Source: The Center for Neighborhood Technology (CNT). CNT assumes no responsibility for the interpretation and application of this data.

H&T Costs by Block Group



Cumberland Neighborhoods Outline

Analysis of Barriers to Transportation Opportunities

Public transportation options are relatively limited in Allegany County and the City of Cumberland. The lack of options disproportionately impacts Black residents in Cumberland, as Black residents are much more likely to rely on public transportation than White residents or Hispanic residents.

Furthermore, access to public transportation is challenging for individuals with disabilities living in Cumberland.

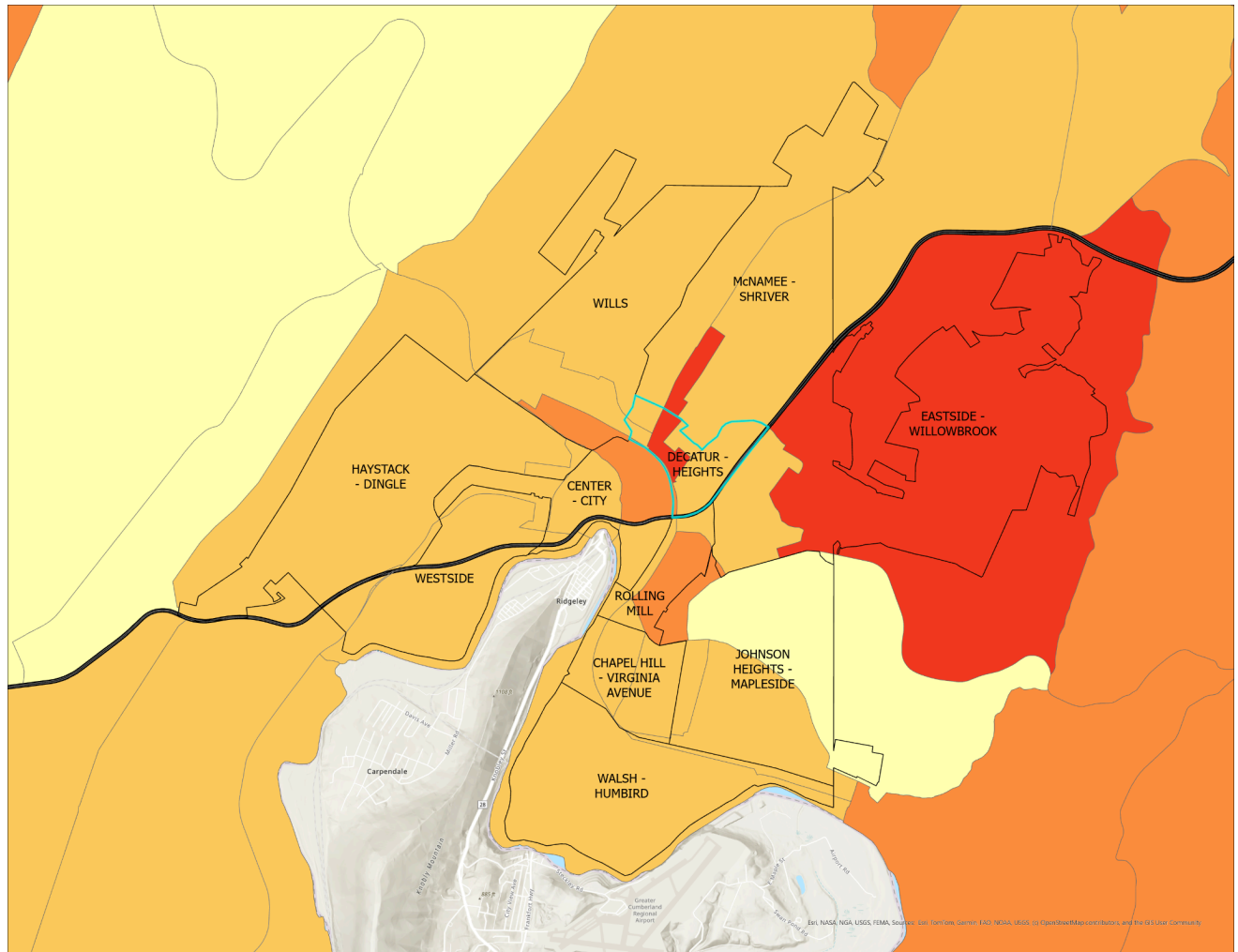
Although residence in some neighborhoods in the city does provide some advantages in terms of reducing transportation costs compared to other areas of the county, there are still many areas of the city with high transportation/income ratios.

One of the most often mentioned barriers to opportunity in interviews and focus groups is transportation. In addition to limited service hours, frequency, and routes, the county's bus system is not reliable transportation for job access or personal needs such as medical appointments. Buses do not operate in inclement weather, creating further reliability limitations. In some cases walking or biking is not an option for some residents due to Cumberland's steep slopes and topography.

Low-Poverty Exposure Opportunities

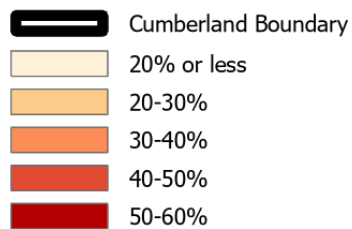
Poverty rates are high across Cumberland relative to the rest of the County and the state. Living in concentrated poverty (e.g., neighborhoods where 40% or more of residents live in poverty) is a risk factor tracked by HUD which relates to various negative outcomes.

Map V-10: Poverty rates by census block group/neighborhood



Source: 2023 ACS 5-year estimates

Poverty Rate Percent



As seen in the map above, Eastside-Willowbrook, Decatur Heights, and McNamee-Shriver intersect with census block groups that are areas of concentrated poverty. Eastside-Willowbrook also has a concentration of Black residents within Cumberland.

Analysis of Barriers to Low-Poverty Neighborhoods

Poverty rates are high across Cumberland relative to the rest of the County and the state. Concentrated poverty (e.g., neighborhoods where 40% or more of residents live in poverty) is a problem in some areas of the city. This likely impacts Black residents disproportionately because there is a concentration of Black residents in the census block group encompassing Eastside-Willowbrook and this is also a concentrated area of poverty.

Environmentally Healthy Neighborhood Opportunities

Environmentally healthy neighborhoods are defined as places with healthy physical environments, free from pollutants. However, lower-income families, persons of color, and disabled individuals are often disproportionately negatively impacted by unhealthy neighborhoods.

There is limited health data specifically for the City of Cumberland; most data reported by the State of Maryland is at the county level. Therefore, this section primarily summarizes data for Allegany County. Allegany County scores lower than the state overall on several health indicators. The most significant disparities related to the rates of unintentional intoxication deaths, both from drugs and alcohol. The age-adjusted mortality rate for total unintentional intoxication deaths is 33.5 for Maryland and 43.7⁹ for Allegany County, the 5th highest in the state after Cecil, Washington, Baltimore, and Caroline counties.

According to Maryland's Overdose Data Portal, there were 83 emergency department visits in Allegany County in 2024 due to opioid use; this is down from a high of 183 in 2021. Yearly deaths due to opioid overdose are also down from a high of 59 in 2016 to 23 in 2024.¹⁰

Compared to the rest of Maryland, residents of Allegany County have lower health outcomes on other measures, according to data analyzed in the Allegany County Community Health Needs Assessment. There is a higher share of adults who smoke in Allegany County compared to the rest of the state. The rate of diabetes among adults is 36% higher in Allegany County compared to the State of Maryland. Seventeen percent of Allegany County residents report being in "fair" or "poor" health compared to 13% of residents statewide.

⁹ Maryland Department of Health (2021). Unintentional Drug and Alcohol-Related Intoxication Deaths in Maryland, 2020, pg. 56. https://health.maryland.gov/vsa/Documents/Overdose/Annual_2020_Drug_Intox_Report.pdf#search=drug%20and%20alcohol%20data

¹⁰ Maryland Department of Health (n.d.). MDH Interactive Dashboards. <https://health.maryland.gov/dataoffice/Pages/mdh-dashboards.aspx>

Figure V-3: Selected Health Indicators (2022)

Indicator	Allegany County	Maryland
Life Expectancy at Birth	73.5	78.5
% of Mothers Receiving Prenatal Care	79	69.7
Infant Mortality Rate*	***	6.2
%low birth weight	10.3	8.7
Total Number of Intoxication Deaths	52	2799
Total Number of Heroin-related Deaths	14	548
Total Number of Prescription Opioid-related Deaths (2020)	8	453
Total Number of Prescription Fentanyl-related Deaths	44	2342
Overall Death Rate	15.2	9.1**

*Per 1,000 live births

**Per 1,000 population

***Rates based on <20 events in the numerator are not presented since such rates are subject to instability.

Note: Since an intoxication death may involve more than one substance, counts of deaths related to specific substances do not sum to the total number of deaths.

Figure V-4: Selected Health Indicators (2017)

Selected Health Indicators 2017

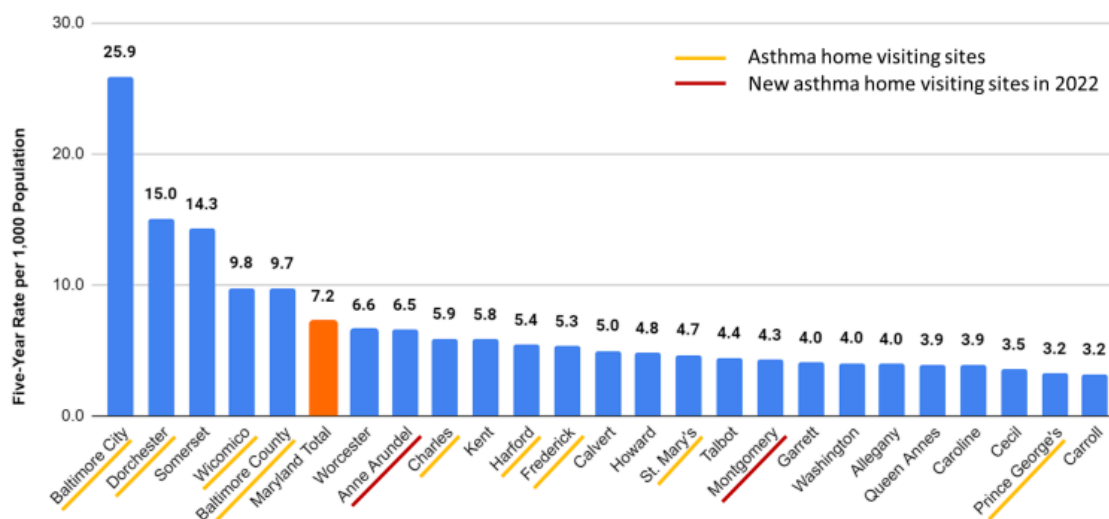
Indicator	Allegany County	Maryland
% of Adult Smokers	24	16.4
% Population with Food Insecurity	13.4	12.7
% Adults Diagnosed with Diabetes	15	11
% Adults Reporting "Fair" or "Poor" Health	17	13
% Uninsured	11	12

Source: Allegany County Community Health Needs Assessment (2017)

Asthma

Although asthma had been noted in the past as a potential problem in Allegany County, more recent data shows that asthma hospitalizations in the county are below average for Maryland.

Figure V-5: Rates of Asthma-Related Emergency Department Visits (per 1,000 population) for children aged 2-17, 2017-2021



*This figure comes directly from HSCRC. It indicates the inception of the two new asthma home visiting sites discussed in Table 2 as CY 2022, which overlaps with SFY 2023 noted in Table 2.

Source: [Maryland Asthma Control Program 2023 Annual Report](#)

Lead Exposure

Exposure to lead is a serious risk factor for children in Maryland. In 2016, the State designated all areas of the state as “at risk” and mandated testing for all children at ages 12 and 24 months.¹¹ Paint chips and paint dust, which are common in older housing stock, are the primary cause of lead exposure in children, and children are most vulnerable before age 6.¹² In Allegany County, the prevalence of children 0-72 months old testing above 0.5 µg/dL for lead exposure has decreased from 2.2% in 2015¹³ to 0.9% in 2023¹⁴. Although progress has been made, current rates of exposure still mean that, on average, several children in each elementary school are likely to be exposed to lead poisoning and could be at risk of permanent neurological damage.

Environmental Health Hazard Index

HUD publishes data measuring environmental health hazards at the Census tract level. The Environmental Health Hazard Exposure Index (EHHEI) summarizes potential exposure to harmful toxins at a neighborhood level (i.e., Census tract) by combining standardized Environmental Protection Agency (EPA) estimates of air quality carcinogenic, respiratory, and neurological hazards. Values of the EHHEI range from 0 to 100. The higher the index value, the less exposure to toxins

¹¹ Maryland Department of Health (n.d.). Lead Poisoning Prevention. <https://health.maryland.gov/phpa/OEHFP/EH/pages/lead.aspx>

¹² Maryland Department of Health and Mental Hygiene (2015). Maryland Targeting Plan for Areas at Risk for Childhood Lead Poisoning, pg 3. <https://health.maryland.gov/phpa/IDEHASSharedDocuments/MD%202015%20Lead%20Targeting%20Plan.pdf>

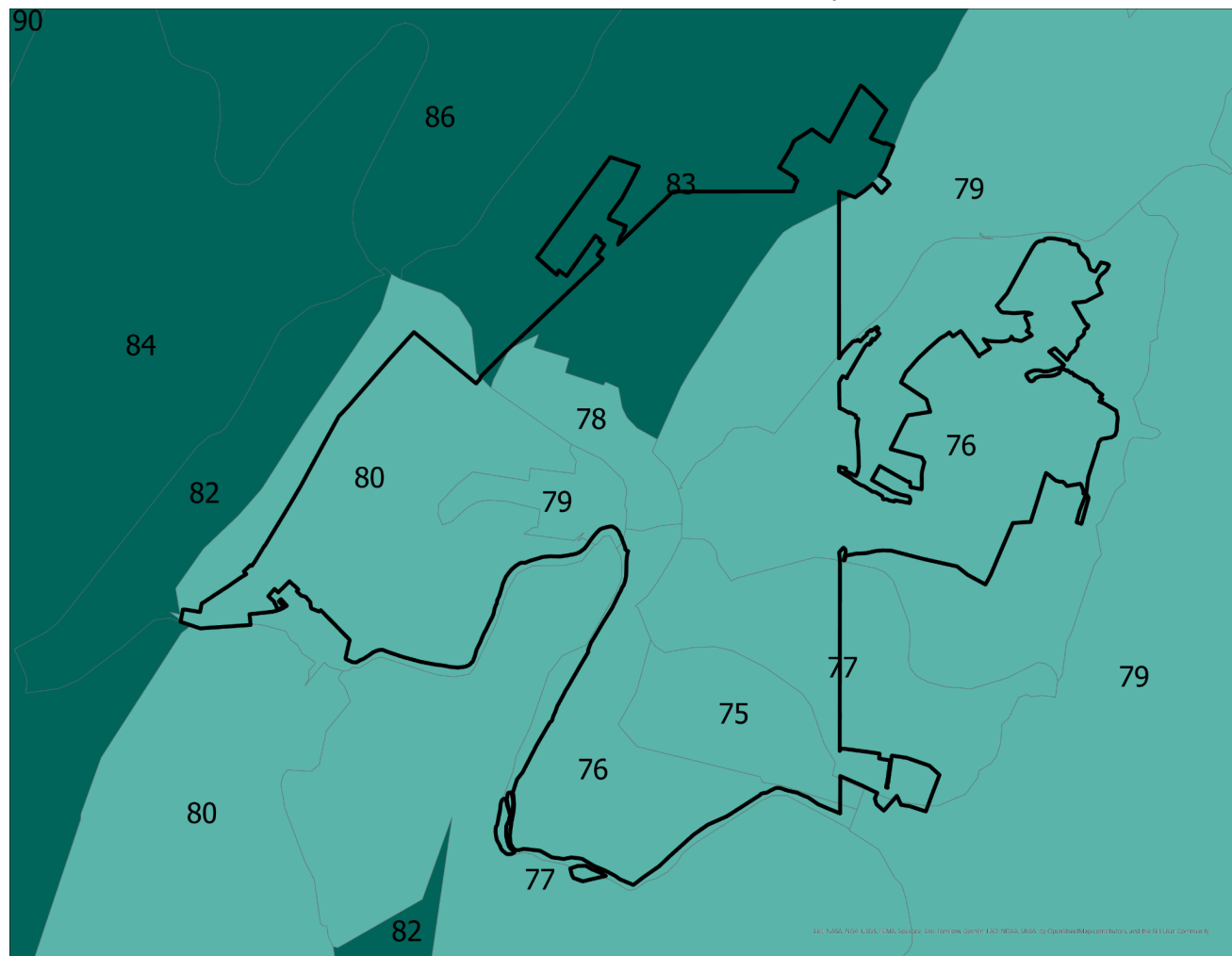
¹³ Maryland Department of the Environment (2015). Childhood Blood Lead Surveillance Program, Annual Report 2015. [LeadReportCLR2015.pdf](#)

¹⁴ Maryland Department of the Environment (2023). 2023 Maryland Lead Registry Annual Surveillance Report. [2023 Annual Report. Childhood Blood Surveillance in Maryland.pdf](#)

harmful to human health. Therefore, the higher the value, the better the environmental quality of a neighborhood. The most recent data on environmental health hazards is from 2014; however, this is the best source of a comprehensive neighborhood air quality assessment.

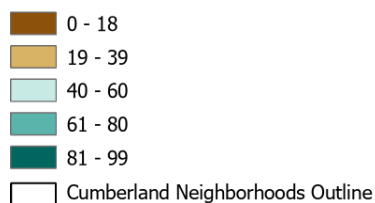
As seen in the map below, there is not much variability within Cumberland in EHHEI scores, although better scores are seen in western Cumberland and west of the city boundary. There are no areas within Cumberland that score particularly low on this metric.

Map V-11: Environmental Health Hazard Exposure Index (EHHEI) by Block Group (2011)



Source: [US Department of Housing and Urban Development](https://www.hud.gov/)

Environmental Health Hazard Index



Analysis of Barriers to Environmentally Healthy Neighborhoods

Although Cumberland continues to have a higher overall mortality rate than the State of Maryland and higher rates of intoxication deaths and some other negative health indicators, there are positive signs that the outlook is improving. There is a downward trend in opioid overdose deaths and hospitalizations; fewer children have high blood lead levels than in previous years, and asthma hospitalizations are below the state average.

Due to Cumberland's older housing stock, lead remains a concern despite the progress that has been made. About 90% of the buildings in Cumberland were built before 1980, meaning that a substantial portion of buildings that are pre-1974 are likely to have lead paint.

VI. Disproportionate Housing Needs

The evaluation of disproportionate housing needs analyzes housing challenges such as housing cost burden, overcrowding, and housing vacancies, which are important issues to understand throughout the City of Cumberland. This analysis also examines the relationships between resident characteristics and subsidized housing programs in the City and the County. Finally, homeownership and access to housing equity are critical to wealth building, and this section examines trends in homeownership rates and access to the mortgage market in the City of Cumberland. To the extent possible, this analysis compares the prevalence of housing challenges across racial and ethnic groups, income, and disability status.

Housing Cost Burden

The housing cost burden measures the share of households in a community that spends 30% or more of their income each month on housing costs.³² Housing is typically a household's most significant expense. When a family or individual spends a disproportionately high share of its income on housing, there can be too little left over for other necessities, such as food, health care, transportation, clothing, and education.

Housing costs and affordability are only one way to measure access to housing. Many households may not be cost-burdened—that is, they may spend less than 30% of their income on housing—but they may live in substandard and/or overcrowded housing conditions. In Cumberland, almost 50% of renter households (1661 households) and more than a quarter (28.6%) of homeowners (1,396 9,800 homeowners) are housing cost burdened. Of that, 21.4% of renters and 9% of homeowners are severely cost-burdened, spending half or more of their income each month on housing.¹⁵

Low-income households are significantly more likely to be burdened with house costs. More than 31.2% of renters with incomes below \$20,000 are cost-burdened, compared to just 3.9% of renters with incomes of \$50,000 or more.

Race/Ethnicity

Black residents in Cumberland are significantly more likely than White residents to be cost-burdened and severely cost-burdened than other racial and ethnic groups. Cost burdens among homeownership are also highest in neighborhoods where the majority—or even more than three-quarters—of households are cost-burdened renters. Census tract 8 has some of the highest cost-burdened households. Approximately 46.5% of all households have burdensome housing costs - among renter households, 57.2% spend at least 30% of household income on housing. Meanwhile, 34.3% of all owner households with mortgages spend 30% of household income on housing. Within this census tract, the White median household income is \$29,897. Census tract 10 also has some of the lowest median household incomes, with the Black median household at \$12,321 and the White median household income at \$23,639.

According to the assessment of Census data, in Allegany County, 11.2% of families live below the poverty level. Female-headed households with children under 18 account for 4.4% of those living below poverty line. In Cumberland, 17.3% of families live below the poverty level, and single

15. ACS 2023 5 Year estimate data

female-headed households with children under 18 years of age account for 7.5%. In 2020, 20.4% of children under 18 lived in poverty, while in Cumberland, they accounted for 28.4%. Overall, the largest demographic living in poverty is females between the ages of 35 and 44. Black residents in Cumberland are significantly more likely than White residents to be cost-burdened and severely cost-burdened than other racial and ethnic groups. Cost burdens among homeownership are also highest in neighborhoods where the majority—or even more than three-quarters—of households are cost-burdened renters.

Additionally, according to the Eviction Lab, in Allegany County, 16.1 evictions were filed for every 100 renter households in 2018, higher than the national average of 7.8%. As a result, that is 4.4 eviction filings per day.

Homelessness

According to the homelessness Point-in-Time count conducted by the Cumberland- Allegany County Continuum of Care (CoC), in 2024, there were 88 homeless individuals in the County.¹⁶ In Allegany County, from June 2023 through July 2024, 53 individuals were identified as experiencing homelessness. Out of 53, 16 had a history of domestic violence, three were between the ages of 18 and 24, and 26 were chronically homeless. On January 24, 2024, 88 individuals were identified as experiencing homelessness, of which 60% were in emergency shelters, 40% were unsheltered, and 0% were in transitional housing. As of January 2024, there were a total of 217 beds available in Allegany County, with 93 emergency shelter beds, 18 permanent supportive housing units, another 36 permanent supportive housing beds, and 64 rapid recovery beds countywide.¹⁷ However, out of those 217 beds, only 179 beds were occupied. Within that, 53 were occupied in an emergency shelter, 109 were in permanent supportive housing, 17 were in rapid rehousing, and none were in transitional housing.¹⁸ Rapid rehousing and permanent supportive housing were at capacity or over capacity, respectively.

About 60% of the County's homeless individuals are sheltered, living in emergency shelters, and 40% are unsheltered. The share of the homeless population living in emergency shelters decreased between 2023 and 2024, although the share (though not the actual number) living in transitional housing declined.

There are two shelters in Allegany County - Union Rescue Mission of Western Maryland and Family Crisis Resources Center. Union Rescue Mission of Western Maryland offers 30 beds for families, eight shelter beds for women, 26 for men, and 22 for overnight. While the Family Crisis Resources Center is a domestic violence shelter that serves women, men, and children who are fleeing intimate partner violence - they currently hold 20 emergency beds. At the end of 2025, a new Rescue Mission building plans to expand the current facility by adding 50 beds for men, 20 for women, 50 for families, 30 emergency shelter beds for overnight stays, and eight transitional apartments for graduates of Rescue Mission programs.

¹⁶ The homeless point-in-time count is a count on a single night in January of the people in a community who are experiencing homelessness that includes both sheltered and unsheltered populations

¹⁷ HIC totals count

¹⁸ IBID

YMCA and HRDC converted their Transitional Housing programs into other types. There are currently 51 Permanent Supportive Housing. Of those, 41 are at the YMCA, two are at HRDC, and eight are with the Health Department.

Figure VI-1: Homeless Count by Category, Allegany County

Category	2023	2024
Total Homeless	112	88
Sheltered-emergency shelter	56	53
Sheltered-transitional Housing	25	0
Unsheltered	31	35
Total 18-24 year old	9%	0%
Total Children under 18	*	15
Veterans	3	4
Chronically Homeless	*	21
Severe Mental Illness	*	*
Victims of Domestic Violence	17	*
HIV/AIDS	*	*

Source: Point-in-time Count for January 24, 2024

*Data not available

The HMIS data demonstrates that Allegany County has housed 664 individuals from June 2024 to July 1, 2024. On average, the unhoused waited 406 days, or over a year, before getting housed. Of those unhoused, high chronic homelessness rates of 16.9% made up the largest subpopulation, followed by domestic violence survivors at 10.7%. Youth homelessness was 9%, while veterans accounted for approximately 2.1%. The HMIS Data of individuals experiencing homelessness in emergency shelters or receiving street outreach shows that out of 57 individuals, nearly half were chronically homeless (45.6%). Domestic violence survivors represent a disproportionate share of the homeless population, representing 28.1%, while 5.3% were those between the ages of 18 and 24. The average duration of homelessness, 406 days, was also long.

Additionally, according to data provided by Allegany County Public Schools, 74 students were identified as being at risk of homelessness during the 2022-2023 school year. This reflects the reported McKinney Vento data for the last school year, indicating that 0.9% of the total student population is at risk of homelessness. In Maryland, there were 17,817 students identified as homeless. This represented 1.3% of the student population.

Figure VI-2: Homeless Count by Race/Ethnicity, 2023 and 2024
Allegany County

Category	2023	2024
Total Homeless	112	88
White	84%	68%
Black	8%	20%
Hispanic/Latino	-	2%
Other	-	9%
Men	61%	67%
Women	38%	34%

Source: Point-in-time Count and Housing Inventory Count for January 24, 2024

Publicly-Subsidized Housing

The Housing Authority of the City of Cumberland (Housing Authority) has 492 public housing units and 177 project-based Section 8 units. There are eight developments, with the newest building completed in June 2011. As of March 2025, there were 131 HCV in Allegany County, 301 in the City of Cumberland, 13 family unification program vouchers, one non-elderly disabled voucher (NEDs), and 22 veteran affairs supportive housing (VASH) vouchers.

According to HUD data for 2024, the average household income of public housing residents is \$15,412.¹⁹ About 83% of public housing residents are White, 15% are Black, and less than 1% are of some other race. Among voucher holders, the average household income is \$13,994, with approximately 79% identifying as White, 20% as African American, and 1% as Hispanic. Approximately 25% of all persons in assisted households have a disability.

The average waiting period for HUD programs was 11 months, encompassing Public Housing, HCV, and Project-Based Section 8. Service providers and advocates report that vouchers are difficult to use, as not all landlords accept Housing Choice Vouchers. Many landlords in Cumberland do not participate in the voucher program, thus limiting housing choice. In 2020, the Maryland General Assembly passed the Housing Opportunities Made Equal (HOME) Act. The bill added 'Source of Income' (SOI) to the classes protected by Maryland's fair housing law.²⁰ SOI laws state that landlords cannot turn tenants away because of where their rent money comes from, including rental assistance like HCVs. However, since its passing, advocates have noted that landlords continue to find ways to circumvent these protections by imposing income and credit score requirements. As such, Senate Bill 677 was introduced in February 2025, which seeks to prohibit landlords from denying rental applications based on a prospective tenant's income, credit score, or adverse credit history when the tenant is using housing vouchers. The bill is still under review.

¹⁹ From: https://www.huduser.gov/portal/datasets/assthsq.html#query_2009-2024

²⁰ Golden, A. 2024 <https://medium.com/@MDJPP/maryland-passed-important-protections-for-vulnerable-renters-its-time-to-enforce-them-b64c0efbc8e7>

Figure VI-3: Characteristics of Public Housing Residents and Housing Choice Vouchers (HCV)

	Public Housing	HCV
Totals	492299	177
White	254	*
Black	36	*
Other	9	*
Hispanic/Latino	3	*
Seniors (62+)	101	*
Disabled Families	110	*
Families requesting accessibility features	26	*

Note: Data as of March 1, 2025, from Cumberland Housing.

*Data not available

Homeownership Opportunities

Homeownership Rates

Homeownership is the primary means by which middle-class households accumulate wealth in the U.S. Black and Hispanic families often have negative net worth, which prevents them from purchasing a home. According to the National Reinvestment Coalition (NCRC), the average wealth gap between White families and Black families is \$240,210 (2022). Meanwhile, homeownership rates have increased slightly and the gap between White and Black homeownership has grown to 29%. To put it in perspective, the homeownership gap between White and Black households was 27.3% in 1960 when segregation was legal (NCRC). Intergenerational wealth has been found to make a significant difference in saving for a down payment on a mortgage, even as much as \$1000, in studies by Pew Research. Homeownership rates in Cumberland have been consistently lower than those in Allegany County. In 2023, an estimated 58.3% of Cumberland households were homeowners, compared to 73.7% of Allegany County households.

Homeownership rates among Black and Hispanic households are substantially lower than they are for White households in Cumberland. The gap in homeownership rates between White and non-White households appears to have widened significantly between 2010 and 2023; however, because of the small sample sizes, it is important to interpret the data cautiously.

Figure VI-4: Homeownership Rates (%) by Race/Ethnicity, 2000-2023

	Cumberland	Allegany County
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	2000	2010	2023	2000	2010	2023
All Households	58	55.6	58.3	70.2	70.5	73.7
White Households	58.9	57.2	64.1	71.1	70.7	75.1
Black Households	41.9	31.5	14.7	40.8	30.2	23.4
Hispanic Households	43.2	44.9	49.5	44.2	46.2	50.6

Mortgage Lending Practices

The Federal Reserve Bank provides data on home mortgage applications, origins, and denials under the Home Mortgage Disclosure Act (HMDA). The home mortgage data includes all residential loan activity, including race and ethnicity, sex, age, income, and credit score of applicants, as well as information about the loan amount and property location. The Federal Reserve analyzes this information to help identify potential discriminatory lending practices and patterns in communities.

For this Analysis of Impediments, the 2023 HMDA data were analyzed for the City of Cumberland, Allegany County, and the Cumberland Micropolitan Statistical Area. This analysis includes only applications for purchase loans for homes in one-to-four-unit dwellings (including both site-built and manufactured homes) and socioeconomic data for primary applicants only.

Figure VI-5: Summary Report Based on Action Taken Mortgage Data, 2023

	City of Cumberland		Allegany County		Cumberland Micro Area	
	Number	Percent	Number	Percent	Number	Percent
Applicants						
White	221	84.7%	587	89.6%	828	91.8%
Black	24	9.2%	28	4.3%	32	3.5%
Asian	9	3.4%	17	2.6%	17	1.9%
Other*	1	0.4%	3	0.5%	3	0.3%
Hispanic	6	2.3%	20	3.1%	22	2.4%
	261	100%	655	100%	902	100%
Originations						
White	162	84.8%	457	90.7%	648	92.7%
Black	18	9.4%	19	3.8%	22	3.1%

Asian	6	3.1%	10	2.0%	10	1.4%
Other*	1	0.5%	3	0.6%	3	0.4%
Hispanic	4	2.1%	15	3.0%	16	2.3%
	191	100%	504	100%	699	100%
Denials						
White	17	100.0%	45	97.8%	70	97.2%
Black	-	0.0%	0	0.0%	1	1.4%
Asian	-	0.0%	0	0.0%	-	0.0%
Other*	-	0.0%	0	0.0%	-	0.0%
Hispanic	-	0.0%	1	2.2%	1	1.4%
	17	100%	46	100%	72	100%
Note: Other* includes Native American / American Indian/ Alaskan Native and Native Hawaiian / other Pacific Islander and two or more races. Source: 2023 Home Mortgage Disclosure database.						

Applications

In 2023, the City of Cumberland received 221 loan applications. Nearly all of the applicants (85 percent) were White and accounted for 83 percent of city residents. While Black applicants made up nine percent of mortgage purchase applications, they accounted for 6 percent of all residents of the City. Though Hispanic residents accounted for less than three percent of the City's residents, they comprised six loan applications in 2023 in the City of Cumberland.

Denials

Mortgage denial rates remain relatively similar among the City of Cumberland, Allegany County, and the Cumberland Micropolitan Statistical Area, with rates of 6.5%, 7.0%, and 8.0%, respectively.

No disparity exists based on race, as all denial data in Cumberland City represents White applicants. In Allegany County, one Hispanic applicant's home loan application was denied. In comparison, 97 percent of applicants denied mortgages were White, with one Black and one Hispanic denied.

Fair Housing Complaints

The Maryland Commission on Civil Rights (MCCR) is a certified Fair Housing Agency Program (FHAP) and reviews and investigates complaints throughout the state of Maryland on behalf of the Department of Housing and Urban Development (HUD). HUD's Office of Fair Housing and Equal Opportunity (FHEO) collects fair housing complaints by county and not cities. Additionally, the FHEO database of fair housing complaints does not necessarily represent the universe of fair housing violations in Allegany County or Cumberland. Many individuals do not file formal complaints when they experience discrimination because they lack knowledge of their rights, may not recognize more subtle forms of discrimination, or do not know how to file a complaint.

According to the latest information available, 129 fair housing complaints were filed in the state of Maryland (HUD, FHEO, 2019). According to the FHEO case file data, no fair housing complaints were filed in Allegany County between 2020 and 2024.

To receive complaints and educate the public, the City of Cumberland established the Human Relations Commission (HRC) with a seven-member commission appointed by the Mayor and Council, along with one representative from the City Council and the City's senior community development specialist. The City's Human Relations Commission Administrator is Lee Borrer, who also serves as the City's senior community development specialist. As the administrator, Ms. Borrer is the point of contact for questions regarding fair housing or receiving formal complaints.

Based on the results of the consulting team's 2025 survey, an estimated 20% of Cumberland residents say that they or someone they know has experienced housing discrimination. The most common types of discrimination are based on economic status, race, or ethnicity, and are most often a landlord or property manager discriminating against prospective tenants. Housing discrimination was generally not reported to the authorities. Cumberland residents say that they did not report discrimination because they were afraid of retaliation or did not think it would make a difference.

Interviews with residents, service providers, and community leaders mentioned underreporting on substandard housing conditions and barriers for persons with disabilities that could represent fair housing violations. For example, tenants fear reprisals and eviction if they report substandard housing conditions. Agency directors have reported leaky roofs, mold, basement flooding, lack of electricity, water, and heat among the housing conditions that may not have been reported as fair housing violations because they were never reported. Other examples include disabled persons being dissuaded from units that were not accessible and where landlords were not willing to make reasonable accommodations as required by law. The City's HRC administrator also reported similar questions and complaints in addition to questions regarding service animals.

To improve outreach, and education, and gather more information on patterns of possible fair housing violations, the MCCR established the Western Maryland Advisory Council. The Council

is a 15-member commission that includes Allegany, Garrett, and Washington counties. The first of its kind in the state, the Council first met in April 2020 and will advise the MCCR on civil rights issues in western Maryland. The MCCR hopes the advisory council will serve as a model for other regions in the state.

Disability and Access Analysis

The disabled population is severely underserved by housing opportunities. The City of Cumberland has a more significant share of disabled persons than in the surrounding region and a higher percentage of households with a disabled member who live in poverty. Many disabled households can't work and receive Social Security or SSI and require some form of housing assistance.

In 2023, there were an estimated 4,276 residents of Cumberland with a physical or cognitive disability. The number of individuals with disabilities in Cumberland increased slightly by 0.5% between 2010 and 2023, while the disabled population declined slightly in Allegany County by 0.4%. Persons with disabilities have had disproportionate challenges finding high-quality, affordable, and accessible housing in Cumberland. The disabled population is projected to grow significantly in Cumberland and Allegany County, simply as a result of the aging of the population, since older residents are much more likely than younger residents to live with a disability.

In Allegany County, the most common type of disability is ambulatory disability, whereby an individual has serious difficulty walking or climbing stairs. In Cumberland, the most common types are those with an independent living difficulty, which refers to individuals who have serious difficulty doing errands alone, such as visiting a doctor's office or shopping, due to a physical, mental, or emotional condition. There are more females with a disability compared to males both in Cumberland and at the county level.

Figure VI-6: Type of Disability by City and County, 2023

Disability Type	City of Cumberland		Allegany County	
	Total	%	Total	%
Total with a Disability	4276	23.10%	13007	20.7
<i>Male</i>	1910	21.20%	6119	19.6
<i>Female</i>	2366	25%	6888	21.7
With Hearing Difficulty	1137	6.10%	3407	5.4
With a Vision Difficulty	551	3%	1967	3.1
With a Cognitive Difficulty	1959	11.10%	5543	9.3
With an Ambulatory	2191	12.40%	6328	10.6

Difficulty				
With a self care difficulty	994	5.60%	2105	3.5
With an independent living difficulty	2016	13.60%	4877	9.6

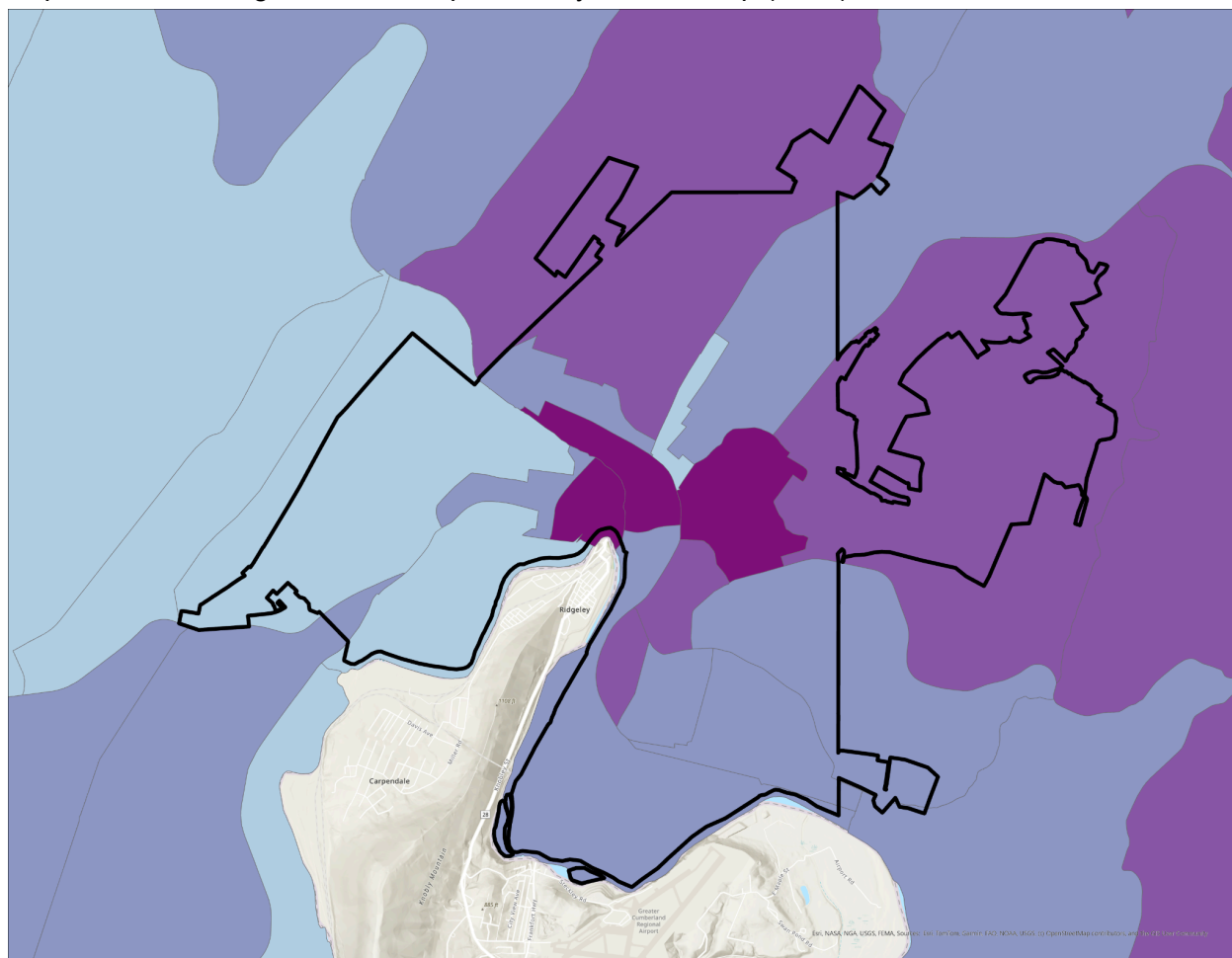
Several neighborhoods intersect with block groups where more than 30% of residents are disabled, including parts of Center City, Decatur Heights, Eastside-Willowbrook, Rolling Mill, Chapel Hill-Virginia Avenue, Johnson Heights Mapleside, Wills, and McNamee-Shriver. Older adults are significantly more likely to be disabled. In the City of Cumberland, more than half of residents age 75 and older are disabled (57.9%), compared to 23.3% of residents aged 35 and 64. This rate of disabled persons under age 65 is substantially higher than in both Allegany County and the rest of the state.

Disabled persons have different housing and service needs depending on the type of disability, and those disability types vary by age. For example, older adults (aged 65 and older) are more likely than younger people to experience ambulatory difficulty, which is characterized by serious difficulty walking or climbing stairs. Alternatively, younger disabled people are more likely than older people to have cognitive difficulty, which is having difficulty remembering, concentrating, or making decisions because of a physical, mental, or emotional problem.

White residents in Cumberland are more likely to be disabled than Black or Hispanic residents. Nearly one quarter (23.5%) of White residents have a disability, compared to 22.3% of Black residents and 15.2% of Hispanic residents.

People with disabilities in Cumberland are more likely than non-disabled persons to be living in poverty. Approximately 6.3% of disabled individuals between the ages of 18 and 64 live in poverty in Cumberland.

Map VI-1: Percentage Disabled Population by Block Group (2017)



Source: 2023 ACS 5-Year Estimates, Table C21007; dataset includes individuals 18 years and older for whom poverty status can be determined.

Analysis of Barriers to Housing Opportunities Among the Disabled Population

As units are removed from the housing stock, the available supply decreases, and rents increase. At the same time, older housing stock is difficult to convert to accessible rental housing that meets the needs of Cumberland's very low and low/moderate-income disabled households. Public housing serves about 110 families with disabilities. Accessible housing units for disabled individuals, particularly those under age 62, are limited in Cumberland, Maryland. The Housing Authority currently has 26 families requesting accessibility features.

Public housing tenants and applicants on the waiting list for accessible housing units need a housing unit with an accessible building entrance; an accessible elevator if the housing is multi-story; accessible hallways; single-floor living space and common areas; door widths that are wide enough to accommodate wheelchairs; light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; reinforcements in bathroom walls to allow installation of grab bars around the toilet, tub, and shower; and usable kitchen and bathrooms that allow an individual to maneuver a wheelchair in the space. Other everyday needs include accessible parking on-site and housing located near a fixed-route bus stop due to an individual's limited mobility.

Summary of Fair Housing Contributing Factors

The following is a summary with selected highlights of fair housing contributing factors for the City of Cumberland:

- In Cumberland, nearly half (47.5%) of renter households and more than a quarter of homeowners are housing cost-burdened. One in five (21.4%) renters and 10.9% of homeowners are severely cost-burdened, spending half or more of their monthly income on housing.
- Lower income households are significantly more likely to be burdened with housing costs. Among households earning less than \$35,000 annually (63.5% of all renters), 61.6% are cost-burdened
 - Homeowners with a mortgage are twice as likely to be cost-burdened - 24.6% of mortgage holders are cost-burdened. In contrast, only 13.2% of homeowners without a mortgage are cost-burdened.
 - About 1 in 4 mortgage-holding homeowners are struggling with housing costs.
- Older adults are more likely to have a disability than younger populations. 57.9% of seniors (75 and over) are the most affected. Working-age adults (35-64) have a disability rate of 23.3%.
- Disabled people also have difficulty finding housing units, either because they are walk-ups that are not accessible to some disabled persons, or units where landlords refuse to make modifications.
- In a 2025 survey, 12% of Cumberland residents say that several homes in their neighborhood appear to have "major structural issues and seem uninhabitable." An additional

25% of residents say that several homes “appear to be in need of major repair (e.g., new roof, siding, or windows).”

- About 29% of Cumberland residents say that vacant properties are a problem in their neighborhood.
- From June 30 to July 1, 2024, there were 664 homeless individuals housed and 57 unhoused individuals, a total of 721 individuals, experiencing homelessness in the County. For the point-in-time count data on January 2024, there were 88 individuals experiencing homelessness, a decrease from 2023, where there were 112 individuals unhoused. Individuals experiencing chronic homelessness and/or a history of domestic violence accounted for the majority of individuals.
- The Housing Authority administers 432 Housing Choice Vouchers (301 in Cumberland and 131 in Allegany County, excluding the city). Service providers and advocates report that vouchers are difficult to use, as not all landlords accept housing choice vouchers. Many landlords in Cumberland do not participate in the voucher program, thus limiting housing choice.
- Substandard housing is a critical issue in the City of Cumberland.
- The gap in homeownership rates between White and non-White households appears to have widened significantly between 2010 and 2023. This is most evident among Black households, which dropped from 41.9% in 2000 to 14.7% in 2023.
- 6.5% of home purchase loan applications were denied in 2023. There was no disparity based on race because all applicants who were denied were White.
- According to HUD, zero fair housing complaints were filed between 2020 and 2024. A 2025 survey estimated that 20% of Cumberland residents say that they or someone they know have experienced housing discrimination. The most common types of discrimination reported were based on economic status followed by race or ethnicity.
- In 2023, there were an estimated 4,271 Cumberland residents with a physical or cognitive disability.
 - Approximately 6 in 10 Black residents in Cumberland live below the poverty line.

VII. Fair Housing Priorities and Goals

The following section identifies themes and overall issues based on the Analysis of Fair Housing, Disparities in Access to Opportunity, and Disproportionate Housing Needs. Each fair housing issue is briefly discussed, followed by a look at contributing factors.

Fair Housing Issue No. 1: Inadequate Fair Housing Enforcement and Education

In the past two years, no fair housing violations were reported by the HUD's Office of Fair Housing and Equal Opportunity, and no cases were reported by the Maryland Commission on Civil Rights. This is not because there are no fair housing violations in the City of Cumberland, but because there is not enough knowledge or education on fair housing rights.

The City of Cumberland has limited capacity to enforce fair housing laws because the City is not a certified HUD Fair Housing Agency Program. One staff person, who serves as the part-time Human Relations Commission (MCCR) administrator, is available to provide information, organize outreach and training events, and help residents file formal complaints. Cumberland forwards complaints to the Maryland Commission on Civil Rights, an agency that investigates fair housing and other civil rights violations across the State. Progress has been made with the newly established Western Maryland Advisory Council, which will help MCCR gather information on patterns of fair housing issues and organize outreach and educational events.

The City of Cumberland continues its efforts to educate tenants of their rights and landlords of their obligations. In addition, there is a pattern of source of income discrimination that has contributed to substandard housing conditions, especially in the rental market. Although Maryland added a new law in 2020 to prevent source of income discrimination, much education, investigation, and enforcement must be provided in order to make headway on this issue.

- Lack of fair housing enforcement
- Lack of resources for fair housing agencies and organizations
- Private-sector discrimination
- Limited local private fair housing outreach and enforcement
- Source of income discrimination

Fair Housing Issue No. 2: Limited Housing Choices for Persons with Disabilities

Similar to the previous Analysis of Impediments, persons with a disability in the City of Cumberland have very limited housing choices as well as a lack of information about accessible units. Although the Housing Authority of the City of Cumberland is adding units for disabled people through the Rental Assistance Demonstration program, few accessible units are being built. Additionally, information on available accessible units is severely limited, and advocates for people with disabilities report that Cumberland's steep slopes, walk-ups, and lack of elevators limit housing choices. Even when units are found, landlords are reluctant to make reasonable accommodations as required by law. Also, willing landlords may not have the means to make accommodations due to fiscal constraints. Some landlords were unaware of obligations to reasonably accommodate persons with disabilities, even when the tenant is able to pay for the repairs. At the same time, persons with disabilities were unaware of their rights under the Fair Housing Act or the Americans with Disabilities Act.

- Inadequate supply of housing for persons with disabilities
- Lack of assistance for housing accessibility modification
- Lack of access to subsidized housing
- Limited supportive housing opportunities

Fair Housing Issue No. 3: Hispanic Residents Face Housing Challenges

Hispanics make up only 2.0% of the City’s population, and less than 1% of Hispanics are limited English proficient. Studies show that Hispanics with limited English proficiency have difficulty reporting fair housing violations and code enforcement issues. Additionally, many Spanish-speaking residents are unable to access information or receive outreach materials in Spanish or other languages. As a result, they are unable to communicate with City staff. Some Hispanic residents may also be undocumented and therefore not eligible for many HUD-funded programs. Therefore, these families are more likely to live in substandard housing conditions due to limited options resulting from price and availability constraints.

- Lack of local fair housing enforcement
- Lack of fair housing outreach and enforcement
- Lack of language access to programs and services
- Limited Code Enforcement

Fair Housing Issue No. 4: Lack of Affordable Rental Housing

In 2020, the City of Cumberland had at least 512 vacant and abandoned buildings, yet there is not enough affordable housing for many of its residents. Blighted, vacant, and abandoned buildings are a chief concern of Cumberland residents. In a 2025 survey, 12% of Cumberland residents say that several homes in their neighborhood appear to have “major structural issues and seem uninhabitable.” An additional 25% of residents say that several homes “appear to need major repair (e.g., new roof, siding, or windows).” More than 29% of Cumberland residents say that vacant properties are a problem in their neighborhood. Approximately 54% of Cumberland households with an annual median income (AMI) of 80% or below are cost-burdened renters.

Rental housing is subject to inspection when units are turned over. The City has stepped up its enforcement efforts over the past several years. However, if units remain in a long-term lease and are not turned over, they may not be reinspected for an extended period. The City may also miss out on inspecting illegal or informal rental situations unless reported.

Although there are a few programs for weatherization and minor repairs, funding is limited. Meanwhile, vulnerable populations, such as low-income seniors, single-parent households, and those at risk of homelessness, have few options for permanent housing. The Housing Authority is converting several of its developments through the RAD program, beginning with Fort Cumberland. However, there are no affordable housing developers outside of the Cumberland Housing Group active in the City. There is also very little private development activity, and only one new permit for new residential construction was approved in 2019.

- Lack of new housing development
- Lack of affordable housing developers
- Existing programs are not on scale to address the problem

Fair Housing Issue No. 5: Lack of Homeownership Opportunities

Cumberland residents face severe challenges on the road to homeownership. Despite the median home price being \$120,800 (US Census), many Cumberland residents are not qualified to buy a home. In 2023, 6.5% of all mortgage applications were denied in the City of Cumberland. All the applicants were White and from low-income households. Currently, the City's first-time homebuyer program is not available. The Human Resources Development Commission has only one HUD-certified housing counselor who provides first-time homebuyer education. Over a quarter of current homeowners are cost-burdened, likely indicating that they have high debt ratios and insufficient income. These homeowners are vulnerable to foreclosure if they experience a job loss or a downturn in the economy.

- Lending discrimination
- Existing homeowners face low home values, limiting their ability to undertake rehabilitation, increasing disinvestment in some neighborhoods
- Current and increasing wealth disparities
- Limited public resources to invest in neighborhoods needing significant revitalization

Fair Housing Issue No. 6: Inadequate Public Transportation & Access to Areas of Opportunity

Cumberland residents without a car are severely limited in their housing options, job opportunities, educational choices, and access to healthcare. Although the County has public transportation, Allegany Transit, the bus system has limited routes and a limited schedule. The bus is unreliable for accessing jobs, health care services, and educational opportunities. The County and the City are working to find a new solution to Allegany County's broken transportation service.

- Lack of transportation
- Lack of access to jobs
- Limited access to health care
- Limited access to high quality education

Goals & Actions

The following are the fair housing goals and actions that address the fair housing issues and impediments listed above. Each goal is followed by specific actions as well as the responsible entity for completing the action and how each action aligns with existing plans.

Goal 1: Increase Fair Housing Outreach, Education, and Enforcement

Action 1: Augment the number of fair housing education and training sessions per year. Although the City of Cumberland has a number of activities per year, their reach can be expanded. The City should continue to build on its efforts with partners to increase reach to continue to target education to real estate agents, property managers, small landlords as well as senior, Hispanic, Black and disabled tenants, in targeted neighborhoods, schools, and social service agencies. Use the City's code enforcement department mailing list to mail basic information on fair housing and lead paint. The Allegany County Library System has been a good partner in distributing information and as a

location for fair housing education. Work to expand the number of training locations, including community centers, schools, and other frequently visited institutions..

Plan Alignment: Fair Housing Action Plan, HRC Workplan

Responsible Entity: Dept. of Community Development, Human Relations Commission

Partners: Maryland Commission on Civil Rights, Western Maryland Advisory Council, Historic Highlands Association of Realtors

Action 2: Consider creating short videos on fair housing topics. This will expand additional opportunities for training beyond in-person classes and provide services to hard-to-reach populations. Supportive partners such as the Historic Highlands Association of Realtors, the Western Maryland Advisory Council, the NAACP, and the Fair Housing Action Center of Maryland may be able to co-sponsor the effort.

Plan Alignment: Fair Housing Action Plan, HRC Workplan

Responsible Entity: Dept. of Community Development, Human Relations Development Commission

Partners: Human Resources Development Commission, Historic Highlands Association of Realtors, NAACP, Allegany Library System, Fair Housing Action Center of Maryland

Action 3: Greater code enforcement. The City of Cumberland has improved its code enforcement by requiring inspections when a rental unit is vacated. However, many units are reportedly substandard or barely pass inspection. Increase the number of random inspections of units, not only during reinspection for new units but also in selected neighborhoods where there is a higher number of blighted buildings.

Plan Alignment: Blight Study, 2020 Consolidated Plan, Fair Housing Action Plan

Responsible Entity: Code Enforcement

Partners: Dept. of Community Development

Goal 2: Improve Housing Opportunities for Persons with Disabilities

Action 1: Continue to provide training for landlords on what constitutes “reasonable accommodation.” Work to expand partnerships to increase reach to a greater number of landlords. Consider in-person training or a short online course with a short quiz that is part of the requirement to obtain a business license to become a landlord in Cumberland.

Plan Alignment: Fair Housing Action Plan, HRC Workplan, 2020 Consolidated Plan

Responsible Entity: Human Relations Commission

Partners: Dept. of Community Development

Action 2: Grow the list of accessible units. While the Housing Authority continues to work to expand the number of units currently available, encouraging private developers to build accessible units. The City should consider providing incentives to build accessible units.

Plan Alignment: Fair Housing Action

Plan Responsible Entity: City of

Cumberland

Partners: Dept. of Community Development, Cumberland Housing Authority, Human Resources Development Commission

Action 3: Provide more funding for modification programs. Organizations like Resources for Independence provide programs to assist individuals in funding modifications necessary to make units and homes more accessible. It is clear from the interviews and focus groups that more funding is needed. Consider making the program more user-friendly, allowing tenants to request repairs with the landlord's authorization.

Plan Alignment: 2020 Consolidated Plan

Plan Alignment: Blight Study, 2020 Consolidated Plan, Fair Housing Action Plan

Responsible Entity: Mayor & City Council, Dept. of Community Development

Partners: DORS, Human Resources Development Commission, Resources for Independence

Action 4: Continue funding sidewalk and road improvements. The City of Cumberland has supported the redevelopment of public housing by using CDBG funds to improve accessibility of sidewalks and roads. The City has converted two developments under the RAD program, including River Bend Court and John F. Kennedy Homes, which will open in the fall of 2025. The PHA has identified additional developments for RAD conversion over the next five years. The City should also prioritize target areas such as Central Avenue and Virginia Avenue for sidewalk and road improvements.

Plan Alignment: 2020 Consolidated Plan, Sustainable Communities Plan Responsible

Entity: Mayor & City Council, Dept. of Community Development Partners: Cumberland Housing Group/Housing Authority

Goal 3: Provide Greater Language Access

Action 1: Although it is optional, it is recommended that the City pass its draft Limited English Proficiency Plan (LEP). The City completed its LEP plan several years ago. Since the plan is already complete, the City's Human Relations Commission (HRC) should recommend that the Mayor and Council adopt the LEP plan.

Plan Alignment: HRC Workplan

Responsible Entity: Human Relations Commission, Mayor and City Council

Partners: Dept. of Community Development

Action 2: Translate more materials into Spanish. One action is to add Google Translate buttons to city webpages. While this is often imperfect, it is an affordable alternative to professional translation services. Also, the city may provide basic materials in Spanish, including basic brochures on tenant rights, basics on the city's Housing Code, fair housing regulations, and the fair housing complaint process. Make sure the material is distributed to churches, schools, libraries, and other community locations that are trusted sources by the Latino community.

Plan Alignment: HRC Workplan

Responsible Entity: Dept. of Administration, Dept. of Community Development

Partners: Non-profit, community action agencies, service providers, Allegany Library

System

Goal 4: Increase Affordable Housing Supply

Action 1: Continue the City's efforts to demolish abandoned properties and provide them as opportunities to affordable housing developers. The City should continue its efforts to develop a Community Housing Development Organization that can serve as a partner with grants and loans that can be paired with developer's ability to use the Low-Income Housing Tax credit program, Historic Rehabilitation Tax Credit, and other state and local incentives.

Plan Alignment: Blight Study, Comprehensive Plan, Sustainable Communities Plan

Responsible Entity: Cumberland Housing Group/Housing Authority

Partners: Human Resources Development Commission, LISC, Enterprise Community Partners

Action 2: Provide funding for homeowners to rehab their homes. Cumberland has many substandard homes in need of repairs. The City should scale its grant program and collaborate with local lenders to develop a loan program for rehabilitating rental units in target neighborhoods. The City should consider establishing a loan guarantee pool to support lenders' efforts in supporting homeowner rehabilitation. The program should also include local landlords with small properties. The City should also consider a small insurance fund for landlords who are wary of participating in the Housing Choice Voucher program. The fund could be a small demonstration program seeded with \$10,000, insuring up to five units with damages of no more than \$2000. This might be enough to increase confidence in the rental market, thereby increasing supply.

Plan Alignment: Blight Study, Sustainable Communities Plan, 2020 Consolidated Plan

Responsible Entity: Dept. of Community Development

Partners: Human Resources Development Commission

Goal 5: Provide more Homeownership Opportunities

Action 1: Work with private lenders to disseminate information on existing First-Time Homebuyer programs as well as work with HRDC to restart the closing costs program using state HOME funds.

Plan Alignment: 2020 Consolidated Plan, Sustainable Communities Plan Responsible

Entity: County & City Council

Partners: Human Resources Development Commission, Allegany College of Maryland

Action 2: Increase housing counseling. Currently, the City has only one certified homeownership counselor. By adding one more, more first-time homebuyers may be served. Preparing and educating first-time homebuyers takes time, up to a year or more in some cases. Many participants need to repair their credit, save money, and save for a downpayment. By pairing counseling with additional resources for first-time homebuyer programs that provide downpayment assistance and closing costs, Cumberland can increase homeownership opportunities.

Plan Alignment: 2020 Consolidated Plan, Fair Housing Action Plan, Sustainable

Communities Plan

Responsible Entity: Human Resources Development Commission

Partners: Lenders

Action 3: Redevelop city-owned property. Currently, the City has prioritized city-owned funding for market-rate housing development. Consider developing an RFP to recruit affordable housing developers who build mixed-income housing.

Plan Alignment: Blight Study, 2020 Consolidated Plan, Sustainable Communities Plan

Responsible Entity: Cumberland Economic Development Corporation

Partners: Human Resources Development Commission, Affordable Housing Developers, national intermediaries such as Enterprise Community Partners

Goal 6: Improve Access to Transportation and Neighborhoods of Opportunity

Action 1: Increased funding for Allegany Transit. It is clear that the bus system is underfunded and unable to provide adequate service when hours of operation do not include weekends. The City and the County should consider joining the Potomac Valley Transit Authority since the PVRTA already has some routes in the county and has developed innovative programs.

Plan Alignment: 2020 Consolidated Plan, Sustainable Communities Plan Responsible

Entity: Allegany County Transit, County & City Council Partners: Bridges to Opportunity

Action 2: Connect transportation to land use. Smaller transportation providers are often challenged by limited ridership. If the transit system can not serve everywhere it is needed, new development can be tied to transit routes. Cumberland should consider revising its Comprehensive Plan to identify transit nodes near job centers such as the hospital, LaVale, and Mexico Farms. Housing, schools, and services can also be tied together along shorter routes that can be more easily sustained over time.

Plan Alignment: 2020 Consolidated Plan, Sustainable Communities Plan, Comprehensive Plan

Responsible Entity: Planning Department

Partners: Dept of Community Development

Appendices

Appendix A: Survey Questions

Cumberland Community Development Survey

1. How long have you lived in the City of Cumberland? If you are not a resident, how long have you been doing business or working in the City of Cumberland?
2. In which neighborhood do you live?
3. Which category best describes you?
4. Are you of Hispanic or Latino Origin?
5. Select the racial category that best describes you.
6. What is your household income?
7. Do you currently own your home, rent your home, or something else?
8. Do you believe housing costs are affordable in Cumberland?

9. If you rent your home, what percent of your income do you pay in rent?

10. If you currently rent your home, what is the biggest obstacle preventing you from buying a home?

11. How old are you?

12. On a scale of 1 (least satisfied) to 5 (most satisfied), how satisfied are you with your current housing?

13. How would you describe the physical condition of the homes in your neighborhood?

14. Do you believe vacant properties are a problem in your neighborhood?

15. If yes, why are vacant properties a problem? Select the ONE answer that most applies.

16. How would you rate the overall safety of your neighborhood?

17. What types of housing options would you like to see more of in Cumberland? Select the ONE answer that most applies.

18. Are there enough resources available for home repairs and maintenance assistance in Cumberland?

19. Do you feel your neighborhood has adequate access to grocery stores, pharmacies, and essential services?

20. Have you or someone you know experienced housing discrimination in Cumberland?

21. If someone discriminated against you or someone you know, what do you believe was the basis of the discrimination? Check the ONE answer that applies most to the situation.

22. Who discriminated against you or the person you know? (Select all that apply)

23. Was the incident reported to anyone (e.g. HUD, Allegany County or the City of Cumberland, the State of Maryland?)

24. If the incident was not reported, why not? Check the ONE answer that applies most to the situation

25. What are the biggest challenges to finding stable employment in Cumberland? (Select all that apply)

26. What types of businesses or industries should the City of Cumberland focus on attracting to improve the local economy? (Select all that apply)

27. How would you rate the availability of public transportation in Cumberland?

28. Federal Community Development Block Grant funding may be spent in the City of Cumberland on capital improvements for public infrastructure, such as roads, sidewalks, and community facilities. Identify the ONE Public Infrastructure priority that you think would most improve the community.

29. The City of Cumberland may use Community Development Block Grants for some types of economic development activities. Tell us what your top economic development priority would be for the city. Please select the ONE activity that you feel is most important.

30. The Community Development Block Grant may be spent towards housing and related services for low- and moderate-income households, including homeless individuals and families. Select up to FOUR areas that you think should be the priorities for the City of Cumberland.

31. Which groups of people in Cumberland do you think experience the greatest housing needs? Select up to THREE groups.

32. If you only had enough resources to accomplish THREE of the following goals to improve your community, what would you change?

33. What other issues do you think are important for improving quality of life in Cumberland? Select all that apply.

34. Does a lack of any of these amenities listed above make you think about moving out of the City of Cumberland?

36. How often do you participate in city meetings or community events?

37. What is the best way for the City of Cumberland to communicate about community development projects? (Select all that apply)

38. [OPTIONAL] Please provide any additional comments or recommendations for housing and community development needs in the City of Cumberland.

File Attachments for Item:

. Order 27,709 - approving a Historic District Tax Incentive Program credit for property at 208 Washington St. (Tax No. 06-029736) owned by Mike Clark, based on total eligible project costs of \$14,565.73 for a Property Tax Credit of \$1,456.57 valid for 5 years

of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,709

DATE: May 6, 2025

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

THAT, the property located at 208 Washington Street (Tax No. 06-029736), owned by Mike Clark is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Fourteen Thousand Five Hundred Sixty Five Dollars and Seventy Three Cents (\$14,565.73) as follows:

1. Real Estate Property Tax Credit - in the amount of One Thousand Four Hundred Fifty Six Dollars and Fifty Seven Cents (\$1,456.57) will be utilized to offset the annual tax bill for a total of five (5) years until exhausted, commencing with the July 2026 tax bill.
Any credit remaining after the Five-year period will expire.;
2. Property Tax Assessment Freeze is not applicable for this project since the ratio of the project investment versus the pre-improvement value of Two Hundred Fifty Two Thousand Dollars and No Cents (\$252,000.00) is less than 10%.
3. The effective tax year to when these incentives should be applied is 2026.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date:

Key Staff Contact: *Ruth Davis - Rogers*

Item Title: *M&CC Approval of Local Historic Tax Credits*

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

Approval of local tax credits for the following properties:

305 Washington Street Tax Acct. # 06-042007

208 Washington Street Tax Acct. # 06-029736

619 Washington Street Tax Acct. # 06-035418

Historic District Tax Incentive Program

By Ruth Davis - Rogers

208 Washington Street

Mike Clark

Tax Account #: 06-029736

A Historic District Tax Incentive Application has been received from the owners of the property located at 208 Washington Street. Based on research, calculations (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$1,456.57 (10% of total eligible project costs of \$14,565.73). The credit will be applied to real estate property taxes and is valid for a total of five years unless exhausted. Any credits remaining after that time will expire.
- ❖ Due to the fact the ratio of the project investment versus the pre-improvement value of \$252,000 is less than 10%, it does not meet the requirements to qualify for a tax assessment freeze.

File Attachments for Item:

. Order 27,710 - approving a Historic District Tax Incentive Program credit and assessment freeze for property at 619 Washington St. (Tax No. 06-035418) owned by Mary Margaret Dusenbery, based on total eligible project costs of \$270,800 for a Property Tax Credit of \$13,540 valid for 5 years and a Property Tax Assessment Freeze for 6 years

of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,710

DATE: May 6, 2025

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

THAT, the property located at 619 Washington Street (Tax No. 06-035418), owned by Mary Margaret Dusenbery is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Two Hundred Seventy Thousand Eight Hundred Dollars and No Cents (\$270,800.00) as follows:

1. Real Estate Property Tax Credit - in the amount of Thirteen Thousand Five Hundred Forty Dollars and No Cents (\$13,540.00) will be utilized to offset the annual tax bill for a total of five (5) years until exhausted, commencing with the July 2026 tax bill. Any credit remaining after the Five-year period will expire.;
2. Property Tax Assessment Freeze is applicable for Five years for this project since the ratio of the project investment verses the pre-improvement value of Two Hundred Eighty Nine Thousand Dollars and No Cents (\$289,000.00) is 90%.
3. The effective tax year to when these incentives should be applied is 2026.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date:

Key Staff Contact: *Ruth Davis - Rogers*

Item Title: *M&CC Approval of Local Historic Tax Credits*

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

Approval of local tax credits for the following properties:

305 Washington Street Tax Acct. # 06-042007

208 Washington Street Tax Acct. # 06-029736

619 Washington Street Tax Acct. # 06-035418

Historic District Tax Incentive Program

By Ruth Davis - Rogers

619 Washington Street

Mary Margaret Dusenbery

Tax Account #: 06-035418

A Historic District Tax Incentive Application has been received from the owners of the property located at 619 Washington Street. Based on research, calculations (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$13,540.00 (5% of total eligible project costs for new construction of \$270,800.00). The credit will be applied to real estate property taxes and is valid for a total of five years unless exhausted. Any credits remaining after that time will expire.
- ❖ Due to the fact the ratio of the project investment versus the pre-improvement value of \$289,000 is 90%, it qualifies for a five year tax assessment freeze.

File Attachments for Item:

. Order 27,711 - authorizing the execution of an Outdoor Dining Lease Agreement with Phat Boy Ramen LLC (DBA Mad Hatter Boba Emporium) and The Arcadian for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective May 6, 2025 through May 6, 2026

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

ORDER NO. 27,711

DATE: May 6, 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:

Phat Boy Ramen LLC (DBA Mad Hatter Boba Emporium)

The Arcadian

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a term effective May 6, 2025 through May 6, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 3rd day of April ~~May~~ 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **The Arcadian** ("Lessee").

WHEREAS, Lessee operates a restaurant at **47 Baltimore St.**, 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 30 feet and length of 30 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **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 **May 1, 2025**, and shall terminate on **May 1, 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:

Christina Elson
The Arcadian
47 Baltimore St.
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.

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

RESTAURANT NAME

By:  (Seal)
Signature

Witness

Christina Elson____

Printed name

Owner

Position

Re: Outdoor dining permit

message

Christina Elson <christina.elson@gmail.com>

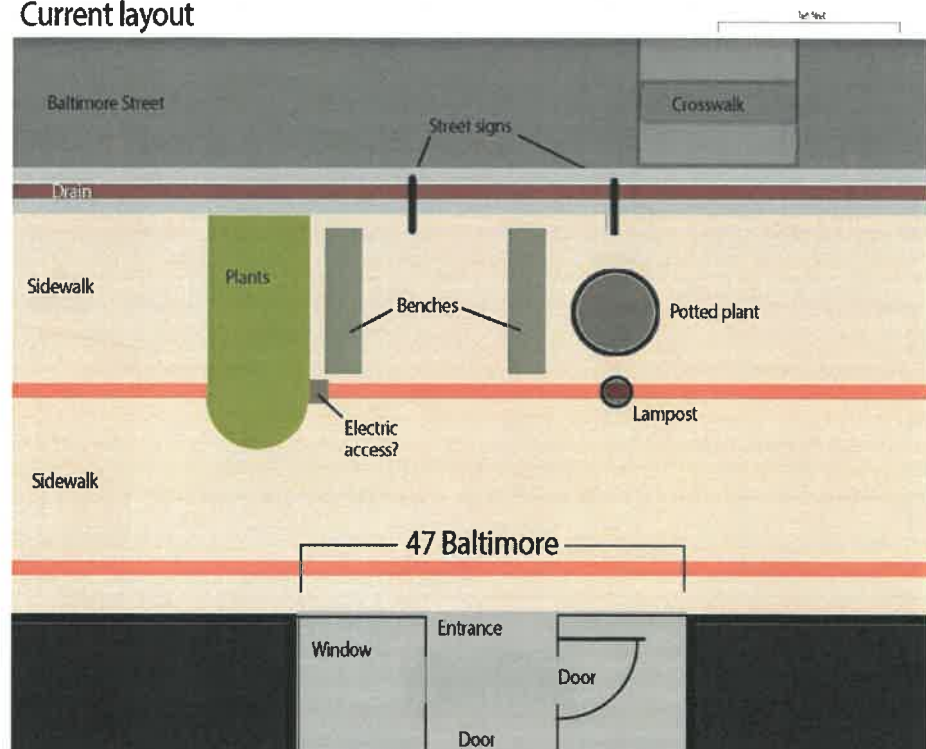
Fri, Apr 11, 2025 at 7:23 PM

to: Allison Layton <allison.layton@cumberlandmd.gov>

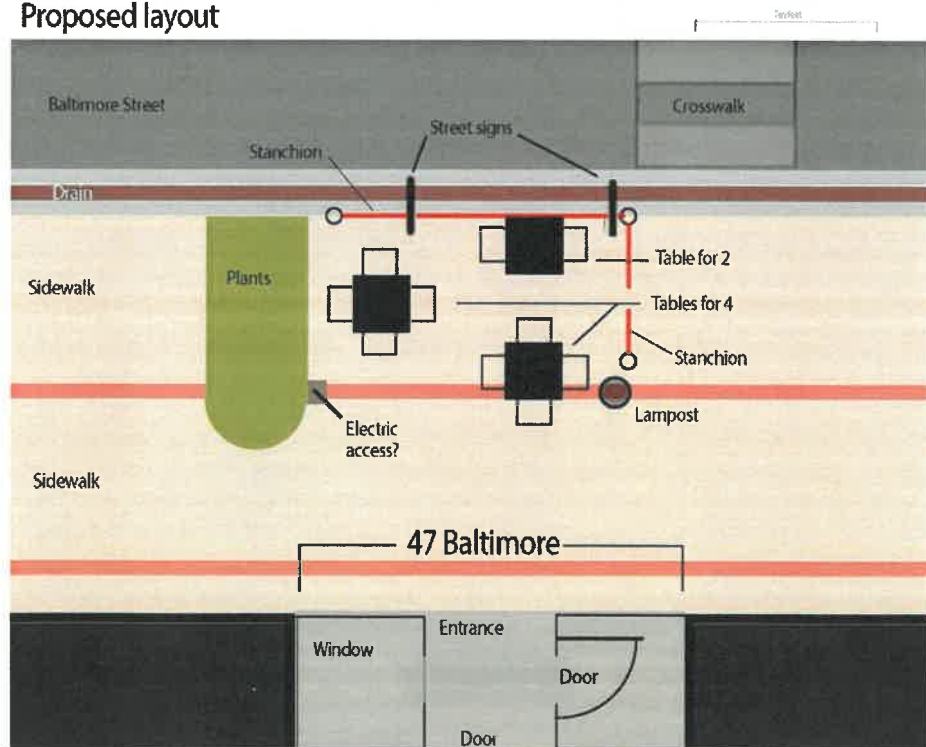
cc: melinda kelleher <melinda.kelleher@cumberlandmd.gov>, Christopher Sloan <chrispsloan@gmail.com>

Allison, Thanks! I'm also sending the plans! Chris will reach out.

Current layout



Proposed layout



On Wed, Apr 9, 2025 at 1:13 PM Christina Elson <christina.elson@gmail.com> wrote:

OUTDOOR DINING LEASE AGREEMENT

^{6th} ~~15th~~ ^{May} THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 15th day of April, 2025, by and between the Mayor and City Council of Cumberland, a Maryland municipal corporation (the "City") and Phat Boy Ramen LLC DBA Mad Hatter Boba Emporium ("Lessee").

WHEREAS, Lessee operates a restaurant at 48 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 17 feet and length of 8 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 May, 6, 2025, and shall terminate on May, 6, 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:

Aaron Hamilton
Mad Hatter Boba Emporium
48 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.

AARON HAMILTON

Printed name

MANAGING DIRECTOR

Position

File Attachments for Item:

. Order 27,712 - authorizing the execution of Change Order No. 1 with Harbel Inc., for additional work not specified in the original contract for replacing three bearing anchor bolts, a design oversight, for the Marion Street Bridge Repairs (City Project 2023-12-BRDG) in the amount of \$16,192.07, bringing the new contract value to \$269,412.07

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

ORDER NO. 27,712

DATE: May 6, 2025

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Harbel, Inc., 11521 Milnor Avenue/PO BOX 358, Cumberland MD 21502, for costs associated with replacing three (3) bearing anchor bolts to Bridge A-C-10 Marion Street Bridge (City Project 2023-12-BRDG) be and is hereby accepted in the amount not-to-exceed Sixteen Thousand One Hundred Ninety Two Dollars and Seven Cents (\$16,192.07); bringing the total project cost not to exceed Two Hundred Sixty Nine Thousand Four Hundred Twelve Dollars and Seven Cents (\$269,412.07)

Raymond M. Morriss, Mayor

Original Contract Price	\$253,220.00
Change Order No. 1	\$16,192.07
Total Price after CO 1	\$269,412.07

Budget:
115.GP1.63000

Council Agenda Summary

Meeting Date: 5/6/2025

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Change Order No. 1 to Marion Street Bridge Repairs, 2023-12-BRDG

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

This change order is for the costs associated with replacing the three (3) bearing anchor bolts in the Marion Street Bridge which was discovered to be a design oversight. These replacements will cost \$16,192.07. This results in an overall increase of \$16,192.07 with the new contract value now being \$269,412.07.

Amount of Award: \$16,192.07

Budget number: 115.GP1.63000

Grant, bond, etc. reference: City Funds

Harbel Inc.

Job:	Marion Street Bridge Repair									Job:	203	
										Last Modified:	4/17/25 13:17	
Equipment												
No.	Description	Qty	Unit	Unit Price	Sub Cost	Unit Price	Cost	Unit Price	Material Cost	Unit Price	Labor w/burden	Notes
1	Marion Street Bridge Repair Anchor Bolts				\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	LABOR				\$ -		\$ -		\$ -		\$ -	
2	Laborer Skilled	36	HR		\$ -		\$ -		\$ -	54.54	\$ 3,926.88	
1	Carpenter	36	HR		\$ -		\$ -		\$ -	63.63	\$ 2,290.68	
2	Iron Worker	36	HR		\$ -		\$ -		\$ -	64.94	\$ 4,675.68	
1	Cement Finisher	36	HR		\$ -		\$ -		\$ -	64.35	\$ 2,316.60	
1	Foreman	36	HR		\$ -		\$ -		\$ -		\$ -	
											\$ -	
	LABOR DEDUCT										\$ -	
2	Laborer Skilled	-16	HR							54.54	\$ (1,745.28)	
1	Ironworker	-16	HR							64.94	\$ (1,039.04)	
											\$ -	
											\$ -	
											\$ -	
	EQUIPMENT				\$ -		\$ -		\$ -		\$ -	
1	INGERSOLL RAND Air Compressor	18	HR		\$ -	60	\$ 1,080.00		\$ -		\$ -	
1	30lb Chipping Hammer	18	HR		\$ -	5	\$ 90.00		\$ -		\$ -	
1	Riviot Buster Demo Hammer	18	HR		\$ -	5	\$ 90.00		\$ -		\$ -	
1	Pick-up Truck	18	HR		\$ -	40	\$ 720.00		\$ -		\$ -	
1	Gas Power Concrete Mixer	18	HR		\$ -	30	\$ 540.00		\$ -		\$ -	
	MATERIAL				\$ -		\$ -		\$ -		\$ -	
1	Kaaufman Suregrout	1	LS		\$ -		\$ -	1250	\$ 1,250.00		\$ -	
1	Forms	1	LS		\$ -		\$ -	500	\$ 500.00		\$ -	
1	Anchor Bolts	3	EA		\$ -		\$ -	50	\$ 150.00		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	Total				\$ -		\$ 2,520.00		\$ 1,900.00		\$ 10,425.52	\$ 14,845.52
											\$ 10,425.52	Total Labor
											\$ 1,900.00	Total Material
											\$ 2,520.00	Total Equipment
											\$ -	Total Subcontractor
										6%	\$ 114.00	Sales Tax
											\$ 14,959.52	Sub Total
										10%	\$ 1,042.55	O&P Labor
										10%	\$ 190.00	O&P Material
										0%	\$ -	O&P Subcontractor
											\$ 16,192.07	Sub Total
										0.00%	\$ -	Bond
											\$ 16,192.07	Grand Total

File Attachments for Item:

. Order 27,713 - authorizing the execution of a reimbursement and release agreement with Cogeco US (PEN) LLC for the restoration and paving work on George Street from Baltimore Street to Queen City Drive and portions of Dexter Place for a lump sum payment to the City of \$77,185

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

ORDER NO. 27,713

DATE: May 6, 2025

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

THAT, the Mayor be and is hereby authorized to execute a Reimbursement and Release Agreement by and between the Mayor and City Council of Cumberland and Cogeco US (PEN) LLC outlining terms by which the City shall pave and restore the public right-of-way disturbed by Cogeco US (PEN) LLC during the renovation of their telecommunications system on streets listed below in exchange for a lump sum payment to the City of Seventy Seven Thousand One Hundred Eighty Five Dollars and No Cents (\$77,185.00).

- George Street from Baltimore Street to Queen City Drive
- Portions of Dexter Place

Raymond M. Morriss, Mayor

Budget: N/A – City receiving reimbursement

Council Agenda Summary

Meeting Date: 5/6/2025

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Cogeco Reimbursement and Release Agreement for George Street Paving

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

The Mayor & City Council of Cumberland (M&CC) is entering into a reimbursement and release agreement with Cogeco US (PEN) LLC (Cogeco). Cogeco has undertaken certain renovations to its telecommunication system located within the M&CC's public rights-of-way and in doing so has disturbed the said rights-of-way. The M&CC has agreed to perform the restoration and paving of the public rights-of-way disturbed by Cogeco's project in exchange for a lump sum amount of \$77,185.00

This mill and overlay paving would be done for the following streets:

George Street from Baltimore Street to Queen City Drive
Portions of Dexter Place

This agreement relieves Cogeco of any liability regarding the restoration work and places it on the M&CC. Once the above mill and overlay paving has been accomplished, any remaining funds will be able to be used by the discretion of the M&CC for further paving restoration work.

Amount of Award: \$77,185.00

Budget number: N/A

Grant, bond, etc. reference: City receiving reimbursement

REIMBURSEMENT AND RELEASE AGREEMENT

THIS REIMBURSEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2025, by and between Cogeco US (PEN) LLC ("Cogeco"), a Massachusetts corporation ("Cogeco"), and, Mayor and City Council of Cumberland, a Maryland municipal corporation ("Municipality").

RECITALS

WHEREAS, Cogeco has undertaken certain renovations and/or upgrades to its telecommunication system located within George Street, a public right-of-way in the City of Cumberland, from its intersection with Baltimore Street to its intersection with Queen City Drive as well as portions of Dexter's Place;

WHEREAS, Municipality agrees to perform the restoration and paving of the aforesaid portions of George Street and Dexter's Place;

WHEREAS, in lieu of repairing the paving itself and in exchange for the release and waiver set forth hereinafter, Cogeco has agreed to pay Municipality a lump sum in the amount of _Seventy-seven Thousand One Hundred Eighty-Five Dollars (\$77,185.00) (the "Payment") subject to the hereinafter set forth terms and conditions; and

WHEREAS, Municipality agrees to use the full amount of the Payment solely for the Work as defined in this Agreement.

NOW THEREFORE, for and in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, they hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Work.** Municipality agrees to be solely responsible for trench repair and milling and overlay paving along and within George Street from its intersection with Baltimore Street to its intersection with Queen City Drive, as well as portions of Dexter's Place. Said work shall be performed by Municipality through its own employees and/or contractors. The Work shall be performed in accordance with all applicable rules and regulations, including, but not limited to, Municipality's paving and restoration standards.

3. **Payment.** Cogeco shall pay the Payment to Municipality contemporaneously with the execution of this Agreement.

4. **Waiver and Release.** Municipality represents and covenants that Cogeco shall not be held liable or responsible for any costs, damages, defects, defaults or failures, including but not limited to any type of pavement failure (e.g., settlement, development of potholes, fatiguing cracks, reflection cracks, seam cracks, etc.) or failure to comply with any federal, state or local laws, rules or regulations, arising from or related to the Work.

To the extent allowed by law, Municipality releases and forever discharges Cogeco and its parent company, affiliates and/or subsidiaries, and all of their respective employees, officers,

directors, agents and shareholders (collectively, "Released Parties") from all of Municipality's claims, suits or actions related to or arising from the disturbance Cogeco caused to Municipality's rights-of-way at the locations described in the Section 2 attached hereto and Municipality's performance of the Work. Further, Municipality shall indemnify and hold Cogeco harmless for third party claims, suits or actions related to or arising from the disturbance Cogeco caused to Municipality's rights-of-way at the locations described in the Section 2 attached hereto and Municipality's performance of the Work.

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

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

7. **Maryland Law Applies.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

8. **Binding Effect.** This Agreement shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians. In the event that any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, then it shall be construed as reformed to the extent necessary to render such provision valid, and this Agreement shall remain fully enforceable and in effect as reformed.

9. **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.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11. **Counterparts; Signing by Electronic Means.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Counterparts transmitted by email or other electronic means, with the exception of counterparts sent by facsimile transmission, shall be effective as originals. Digital signatures are not permitted.

[remaining balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date and day first written above.

[In signing below, the signatories declare and affirm under the penalties of perjury that they are duly authorized to execute this Agreement]

WITNESS:

Allison Layton

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

COGECO US (PEN), LLC

By: Jeffrey P. Drapeau
Signature

JEFFREY P. DRAPEAU
Printed name

Director Market Expansion
Title:

File Attachments for Item:

. Order 27,714 - authorizing the acceptance of a FY25 Strategic Demolition Fund Grant, administered by the Maryland Department of Housing and Community Development, in the amount of \$200,000 which will be utilized to assist with the “Central Avenue Gateway Project”

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

ORDER NO. 27,714

DATE: May 6, 2025

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

THAT the Mayor and City Council be and is hereby authorized to accept a FY25 Strategic Demolition Fund Grant, administered by the Maryland Department of Housing and Community Development, in the amount of Two Hundred Thousand Dollars and No Cents (\$200,000) which will be utilized to assist with the "Central Avenue Gateway Project".

Raymond M. Morriss, Mayor

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

TABLE OF CONTENTS

AWARDEE: Mayor and City Council of Cumberland, Maryland

AWARD ID#: SDF-2025-Cumberland-00212

PROJECT NAME: Central Avenue Gateway Project

☐

Strategic Demolition Fund – Program Grant Agreement

☐

Exhibit A SDF-2025-Cumberland-00212

**- Project Description, Project Address(es), Additional
Information, and Special Conditions**

☐

Exhibit B SDF-2025-Cumberland-00212

- Project Budget

☐

Exhibit C SDF-2025-Cumberland-00212

- Project Schedule

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

THIS STRATEGIC DEMOLITION FUND PROGRAM GRANT AGREEMENT (this "**Agreement**") by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND** (the "**Grantee**") is entered into as of the date it is executed by the Department (the "**Effective Date**").

RECITALS

- A. This Agreement is issued pursuant to §4-508 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.20.01 (the "**Regulations**"). The Act establishes the Strategic Demolition and Smart Growth Impact Fund (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to provide grants and loans to assist in predevelopment activities, including interior and exterior demolition, land assembly, architecture and engineering, and site development for revitalization projects in designated areas of the State of Maryland (the "**State**").
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2025 application (the "**Application**"), the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

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

1) Sustainable Community or Eligible Qualified Opportunity Zone Designation.

- a) The Project is located in a geographic area (the "Area") that has been designated as a Sustainable Community under §6-205 of the Act or is in an eligible Qualified Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Two Hundred Thousand Dollars (\$200,000)** (the "Grant") to be used for the purposes of funding the Strategic Demolition Fund Project (the "Project") described in Section 1 (the "Project Description") of Exhibit A - SDF-2025-Cumberland-00212 to be carried out at the location(s) set forth in Section 2 (the "Project Address(es)") of Exhibit A - SDF-2025-Cumberland-00212. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Project addresses within the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application, the Project, and the execution of this Agreement, are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent upon the availability and allocation of sufficient State of Maryland (the "State") funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
 - b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SDF-2025-Cumberland-00212 (the "**Project Budget**"). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred has already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.
 - c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
 - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
 - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
 - f) If Grantee is not a government agency (including a housing authority), Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - SDF-2025-Cumberland-00212 (the "**Project Schedule**").
 - b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
 - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or

rehabilitation and upon completion.

- d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
 - f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
 - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - SDF-2025-Cumberland-00212.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the

Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.

- b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and shall be approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full

time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department may determine to be necessary, in its sole discretion.

- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

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

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, benchmarks reached, and progress on the development of a community enhancement project. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant,

agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; (vii) failure to maintain good standing with the Maryland State Department of Assessments and Taxation; or (viii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein

- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
 - ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
 - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- e) Grantee agrees to return unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications.

Grantee certifies that:

- a) Grantee is a government agency, including a housing authority, with jurisdiction in the Area, or a Community Development Organization and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an **"Interested Person"**), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, must not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the **"Conflict of Interest Policy"**) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee's Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a government agency, Grantee makes the following certifications:
 - i) Grantee is in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request.
 - ii) Grantee is in compliance with §19-106 of the Business Regulation Article and COMAR 24.01.07 (together, the **"Corporate Diversity Act"**) and has provided the Department with (1) an affidavit (**"Affidavit"**) attesting that Grantee is not required to submit the corporate diversity addendum (the **"Addendum"**) described by the

Corporate Diversity Act; or (2) an Affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.

- iii) Grantee is in compliance with the Maryland Solicitations Act (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act, and shall provide the Department evidence of such compliance. Grantee understands the repercussion of not complying with this section, and that the Department is not responsible for Grantee’s failure to comply with the Solicitations Act.
 - iv) Grantee must certify they are in compliance with all State requirements, they are registered to do business in the State, and if applicable are a nonprofit entity as defined in the Act and Regulation.
- 11) Environmental Certification and Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:
- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
 - b) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.
- 12) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.
- 13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys’ fees, shall be immediately and without

notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a government agency for its officers, agents, volunteers and employees.

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

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

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of

divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.

- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

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

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

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

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

with a copy to:

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

b) Communications to Grantee shall be mailed to:

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

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the

Effective Date and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - SDF-2025-Cumberland-00212. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Ceremonies. In the event that Grantee holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate the Project, Grantee shall send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.
- 30) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the

Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee.

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

- 31) Authority to Sign. Each person signing this Agreement on behalf of the Grantee represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Grantee authorizing such signature.

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

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

OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

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

WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 32 SHALL NOT APPLY TO GOVERNMENT AGENCIES.

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WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

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

By: _____

Name: The Honorable Raymond M. Morriss

Title: Mayor

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

By: _____

Name: Jacob R. Day

Title: Secretary

Date Executed on behalf of the
Department/
Effective Date

Approved for form and
legal sufficiency

Assistant Attorney General

Exhibits:

Exhibit A - Project Description, Project Address(es), Additional Information, and Special Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

EXHIBIT A – SDF-2025-Cumberland-00212
**PROJECT DESCRIPTION, PROJECT ADDRESS(ES), ADDITIONAL INFORMATION,
AND SPECIAL CONDITIONS**

Project Name:
Central Avenue Gateway Project

- 1. Project Description:**
Removal of blighted properties along I-68 to enhance Cumberland's gateway and improving public perceptions of the community.
- 2. Project Address(es):**
403,405, 409, 411,413,415,417,419,421,425,439,443,445,453 and 461 Central Avenue as well as 411,420 and 439 Andrew Street Cumberland, MD.
- 3. Additional Information:**
Assist in the demolition and infrastructure improvements of City-owned properties on Central Avenue.
- 4. Additional Financing (Evidence and Use of Funding Sources):**
Strategic Demolition Fund will contribute \$200,000 towards demolition and infrastructure improvements along Central Avenue. The Board of Allegany County Commissioners will contribute \$200,000 towards the acquisition of several properties/lot on the Central Avenue Property List. Total Project Cost: \$400,000.
- 5. Special Conditions:**
N/A

EXHIBIT B – SDF-2025-Cumberland-00212**PROJECT BUDGET****Project Name:**

Central Avenue Gateway Project

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$200,000	Allegany County	\$200,000	\$400,000
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$200,000	\$0	\$0		\$0	\$200,000
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$200,000	\$0	\$200,000		\$200,000	\$600,000

Total Award: \$200,000**Total Project Cost: \$600,000**

PROJECT SCHEDULE

Central Avenue Gateway Project

Mayor and City Council of Cumberland, Maryland

File Attachments for Item:

. Order 27,715 - rejecting the bid from Tyler Thompson for the purchase of 461 Goethe Street, originally approved by Ordinance 3978 and approved on June 4, 2024 due to the failure to make the final payments necessary to complete the purchase of said property

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

ORDER NO. 27,715

DATE: May 6, 2025

WHEREAS, the Mayor and City Council approved the bid of Tyler Thompson to purchase the real property and improvements thereon the City owns located at 461 Goethe Street, Cumberland, MD 21502 (the "Property") pursuant to and under the terms of Ordinance No. 3978 (the "Ordinance"), passed June 4, 2024;

WHEREAS, Mr. Thompson paid the purchase price of \$100.00, but he did not remit any of the payments due under the terms of Subsection A, B and C of Section 1;

WHEREAS, City staff made numerous efforts to secure checks or money orders for the payment of those sums from Mr. Thompson, but he did not produce them;

WHEREAS, the Ordinance provided that Mr. Thompson had sixty (60) days from the date of its passage to remit those payments and that his failure to do so would result in the rejection of his bid; and

WHEREAS, the aforesaid sixty (60) day period expired August 3, 2024.

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

1. Tyler Thompson's bid for the purchase of the Property is rejected.
2. The City Clerk shall send Mr. Thompson a letter advising him of the City's decision to reject his bid. A check for the refund of the purchase price shall be mailed with the letter.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

File Attachments for Item:

. Order 27,716 - authorizing the City Administrator to enter into a fixed price electricity supply agreement for a term up to three (3) years beginning in November of 2025 for City Assets in Maryland and Pennsylvania

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

ORDER NO. 27,716

DATE: May 6, 2025

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

THAT, the City Administrator be and is hereby authorized to enter into a fixed price electricity supply agreement for the City's electric accounts in Maryland (Potomac Edison/First Energy accounts) for up to a three (3) year term beginning in November 2025, pending final review of pricing and contract documents by the City Administrator and City Staff; and

BE IT FURTHER ORDERED, that the City Administrator be and is hereby authorized to enter into a fixed price electricity supply agreement for the City's electric accounts in Pennsylvania (West Penn accounts) for up to a three (3) year term beginning in November 2025, pending final review of pricing and contract documents by the City Administrator and City Staff; and

BE IT FURTHER ORDERED, that the Mayor and/or City Administrator be and are hereby authorized to execute all documentation necessary to finalize an agreement for this procurement of electricity.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: May 6, 2025

Key Staff Contact: Ken Tressler, Mark Gandolfi or Raquel Ketterman

Item Title:

Authorization to sign up to a 3-year energy (electric) contract

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

The current electric contract expires in November 2025. Energy quotes are only good for one-day and do not provide adequate time for official Mayor and City Council approval after receipt of the quote. This order is to authorize the City Administrator to enter into up to a 3-year fixed price electric contract for Pennsylvania and Maryland based on expert and staff recommendations.

Prices have gone up and the market is currently very volatile. Based on the latest quote that has expired, rates will go up 6.4% to 8.5% in Maryland and 1.4% to 3.7% in Maryland depending on the length of the contract (1-3 years).

Current Electricity Rate Contracts (expiring November 2025):

Maryland accounts - \$0.07559 per kWh Supply Constellation New energy Inc.

Pennsylvania accounts - \$0.06575 kWh Supply Constellation New energy Inc.

Proposed Rates as of April 23, 2025:

\$ per kWh for supply – without capacity

MARYLAND	12 months	24 months	36 months	48 months
Constellation	0.08336	0.08271	0.08195	0.0816
Freepoint	0.08205	0.08109	0.08039	0.07997

PENNSYLVANIA	12 months	24 months	36 months	48 months
Constellation	0.07097	0.07004	0.06923	0.06878
Freepoint	0.06815	0.06732	0.06669	0.06634

Budget number: N/A

Grant, bond, etc. reference: N/A