



MAYOR
Raymond M. Morriss

COUNCIL
Seth D. Bernard

CITY ADMINISTRATOR
Jeff Rhodes

Richard J. Rock" Cioni
Eugene T. Frazier

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

AGENDA

DATE: February 5, 2019

I. Closed Session

1. 5:00 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss board and commission appointments, to confer with counsel on issues relative to the CSX bridges, proposed amendments to the City Charter, and issues pertaining to the City's Sick and Safe Leave Policy

Mayor Morriss convened the meeting in open public session. Motion to move into closed session was made by Frazier, seconded by Cioni, and was passed on a vote of 4-0.

2. Executive Session

II. Open Session

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

Mayor Morriss reconvened the meeting in open session at 6:15 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Raymond M. Morriss, President; Council Members Richard J. "Rock" Cioni, Eugene Frazier, and Laurie P. Marchini. Councilman Seth Bernard was absent.

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting

Mayor Morriss announced that a Closed Session had been held on February 5, 2019 at 5:00 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Director's Reports

(A) Public Works

1. Utilities-Treatment Plants monthly report for December 2018

Motion to approve the report was made by Cioni, seconded by Marchini, and was passed on a vote of 4-0.

(B) Administrative Services

1. Administrative Services monthly report for December, 2018

Motion to approve the report was made by Cioni, seconded by Marchini, and was passed on a vote of 4-0.

VII. Approval of Minutes

1. Approval of the Regular Session Minutes of November 8 and November 20, 2018

Motion to approve the minutes was made by Cioni, seconded by Frazier, and was passed on a vote of 4-0.

VIII. Public Hearings

Mayor Morris convened the public hearing at 6:22 p.m.

1. Public Hearing - to receive comment on the Community Development Block Grant Needs Assessment

Lee Borrer, Community Development Specialist, reviewed the Community Development Block Grant 2019 Annual Plan application process, with a conservative estimate of \$710,000 being awarded from HUD. The Public Hearing was then opened up for comments from agencies or organizations.

Chandler Sagal, and David Jones, VP Community Relations of Allegany College, provided Mayor and Council with a project overview asking for \$50,000 funding to replace their broken ADA compliance elevator in the college center loft with a lift that is essential for accessibility for their WEX (Work Experience) Program, which they want to

relocate to the loft area. Councilwoman Marchini added that she works with the WEX group, and stated that it is a very worthwhile program for the community.

Deanna Clark, Executive Director of Associated Charities, provided background on the organization and the emergency services and short and long-term prescription program it provides to low income families. Funding was asked for in the amount of \$14,500 for the short-term prescription program, and \$16,500 for the long-term prescription program.

Sarah Keyser, Family Crisis Resource Center, provided background on the organization, which is the City's local domestic violence and sexual assault center, providing multiple programs aimed at immediate crisis needs, as well as programs focusing on prevention for the future. Funding in the amount of \$10,000 was requested to support and cover operating costs of the FCRC's safe house that provides emergency and temporary shelter for those in need.

Richard Kerns, AHEC West, on behalf of HealthRight, provided background on the organization which began before the Affordable Care Act, stating that Healthright desolved last year as a stand-alone non-profit, and became a program of AHEC West, providing dental care for those who can't afford it. Funding in the amount of \$10,000 was requested for dental access programs to provide urgent dental healthcare for those in need. A separate request for \$7,000 for a denture program conducted through the Mountain Health Alliance program was also made.

Sarah Geise, Cumberland YMCA, provided background on the YMCA services to the community, stating that the front doors of the main YMCA building are not heavy-duty doors and are in need of replacement. The ADA component of the front door is malfunctioning. In addition, the YMCA wants to make some of their inside doors more user-friendly by putting push-buttons in their wellness, gymnasium, and pool areas. A Safety Around Water program for the youth of Old Town Manor, Jane Frazier Village, and Banneker Gardens was also discussed. Ms. Geise also asked for consideration for improvements to the downtown YMCA.

Former resident Ronald Liddle, Chairman of the African-American Historical Association of Western Maryland, requested funds for the monthly history programs in Hagerstown for their speakers and for refreshments.

Lee Borrer thanked all the presenters, adding that comments would be taken through April 16, 2019, and comments regarding the funding recommendations presented at the April 2, 2019, meeting will also be taken through April 16, 2019. The comments will be incorporated into the Annual Plan that will be sent to HUD the first week of May. CDBG funds are expected to be available in October, 2019.

Mayor Morriss adjourned the public hearing at 6:50 p.m.

IX. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. (Additional remarks below under appropriate item.) Motion to approve Consent Agenda Items 1-3 was made by Cioni, seconded by Frazier, and was passed on a vote of 4-0.

1. Order rejecting all bids received for the New Drives for No.1 and No.2 Primary Clarifiers Project (39-18-WWTP) due to budgetary constraints

ORDER NO. 26,403

2. Order abating taxes and utilities for City-owned property at 534 Maryland Avenue (Tax Acct. 22-009532)

ORDER NO. 26,404

3. Order authorizing execution of a Memorandum of Understanding with MD Broadband Cooperative, Inc. pertaining to the construction of fiber optic infrastructure in the area of downtown Cumberland

Mr. Rhodes stated that the MOU would involve the sale of 7,000 linear feet of fiber optic cable that is already installed in the downtown, but not down Baltimore Street. He said that the project was partnered with the Allegany County Board of Education a number of years ago, and the sale obligates the Maryland Broadband Cooperative to use their best efforts to market the high-speed broadband to both residential and commercial customers primarily in the downtown area. Mr. Rhodes added that this has been by every definition a partnership with the B.O.E., when they asked 3-4 years ago if the City wanted to piggy-back on this project, and through the Appalachian Regional Commission the City was able to obtain funding to make it happen. It was then handed over to the CEDC to complete the negotiations.

ORDER NO. 26,405

(B) Letters, Petitions

1. Letter from Megan Mertz, Race Director, requesting permission to hold the Outrun ALS 5-Mile Run and 1-Mile Walk on May 11, 2019 starting at 8:00 a.m. at Canal Place

Mayor Morriss entered the letter into the public record and Council provided a consensus to approve the event.

2. Letter from Sharon Ellsworth, Co-Race Director, requesting permission to hold the Fifth Annual ACAS Howards 25 K Run at 8:00 a.m. and Paws on the Pavement 5 K at 7:00 a.m. on August 18, 2019 beginning in Frostburg and running on the Great Allegheny Passage into Cumberland

Mayor Morriss entered the letter into the public record and Council provided a consensus to approve the event.

X. Public Comments

Kenneth Wilmot, 513 Fort Avenue, expressed his concerns about a recent fire fatality at a rental property on Industrial Boulevard. He stated the landlord should have been responsible for having working smoke detectors in the residence and a full criminal investigation should occur. Mayor Morriss extended his condolences to the Parkinson family, on behalf of the City, and said the fire is being investigated. Chief Dunn added that the residence was family-owned, not a rental property. The Mayor concluded by encouraging all to check their smoke detectors in their homes to assure that they are working properly.

Terry Murphy, 706 Washington Street, stated she saw in the prior Closed Session notice that the Cumberland bridges were discussed and asked for any update that was available. Mr. Cohen, at the permission of Mayor and Council, provided Ms. Murphy with some details, stating that the vacant seats on the negotiating team were going to be filled by Council Members Marchini and Cioni. Ms. Murphy asked about ownership of the bridges. Cohen advised that the City owns the Cumberland Street Bridge and ownership of the two other bridges is still undetermined. Mayor Morriss added that there were no reports back yet from the Wilson T. Ballard study. He stated that the Fayette Street would be first to be worked on, followed by the Cumberland Street Bridge, and that the intention is to rebuild all three bridges.

Brandon Lynch, 222 Wills Creek Avenue, asked about the skate park project that was initially going to be started in the area by a former resident, and said his understanding was that \$5,000 was given to the project and nothing has happened. Cioni explained that \$5,000 from the Bower Fund was put into the Community Trust Foundation with the hope that the former resident would raise additional money for the skate park. He had moved away, however, having told the Parks and Recreation Board that he couldn't get many people on board to help with the cause. Cioni added that if someone could come up with a viable plan, the Board would look at it again, and invited Mr. Lynch to come speak at a meeting of the Parks and Recreation Board.

Terry McKenzie, 203 Decatur Street, thanked Council for taking their time and interest to serve the City, stating that he was very impressed already. He added that he thinks that the whole City feels the good momentum.

Councilman Frazier spoke about the members of the City Council having a great commitment to work for the citizens of Cumberland, adding that they are like family and that he is happy with the current membership.

Mr. Rhodes noted that the Travel Channel recently had named Cumberland one of the 50 most charming cities in America. Mayor Morriss encouraged all to share that information.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:10 p.m.

Minutes approved on March 19, 2019

Raymond M. Morriss, Mayor

ATTEST: Marjorie A. Woodring, City Clerk



Regular Council Agenda
February 5, 2019

Description

5:00 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss board and commission appointments, to confer with counsel on issues relative to the CSX bridges, proposed amendments to the City Charter, and issues pertaining to the City's Sick and Safe Leave Policy

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
February 5, 2019

Description

Executive Session

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
February 5, 2019

Description

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

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
February 5, 2019

Description

Summary Statement of Closed Meeting

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Summary

February 5, 2019 at 5:00 p.m.

Second Floor Conference Room, City Hall

On February 5, 2019, the Mayor and City Council met in closed session at 5:00 p.m. in the second floor conference room of City Hall to discuss board and commission appointments, and to confer with legal counsel on issues relative to the CSX bridges, proposed amendments to the City Charter, and issues pertaining to the City's Sick and Safe Leave Policy. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (1) and (7).

Persons in attendance included Mayor Raymond Morriss;

Council Members Richard Cioni, Eugene Frazier, and Laurie Marchini;

Absent: Councilman Seth Bernard

City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Clerk Marjorie Woodring;

On a motion made by Council member Frazier and seconded by Council member Cioni, Council voted 4-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:13 p.m.



Raymond M. Morriss, Mayor

Entered into the public record on FEB - 5 2019



Regular Council Agenda
February 5, 2019

Description

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



CITY OF CUMBERLAND

UTILITY DIVISION

MONTHLY REPORTS

December 2018

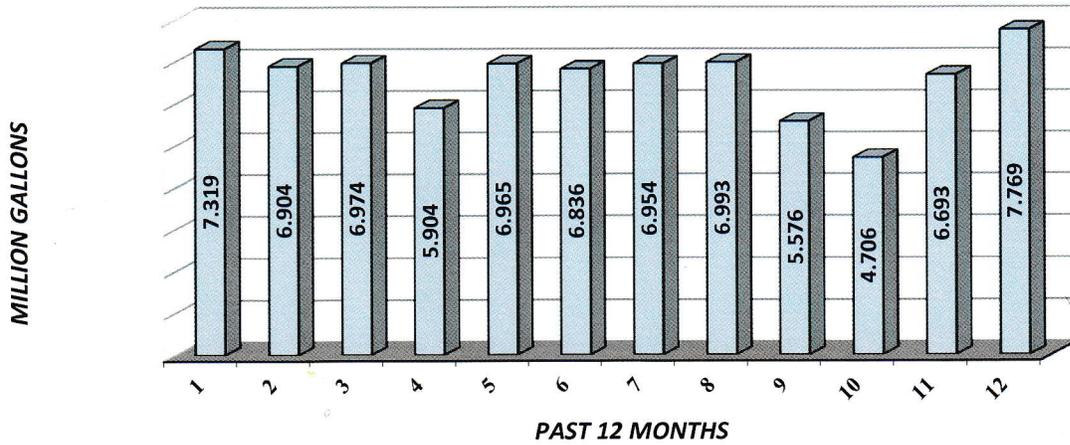
Wastewater & Water Filtration Plant

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

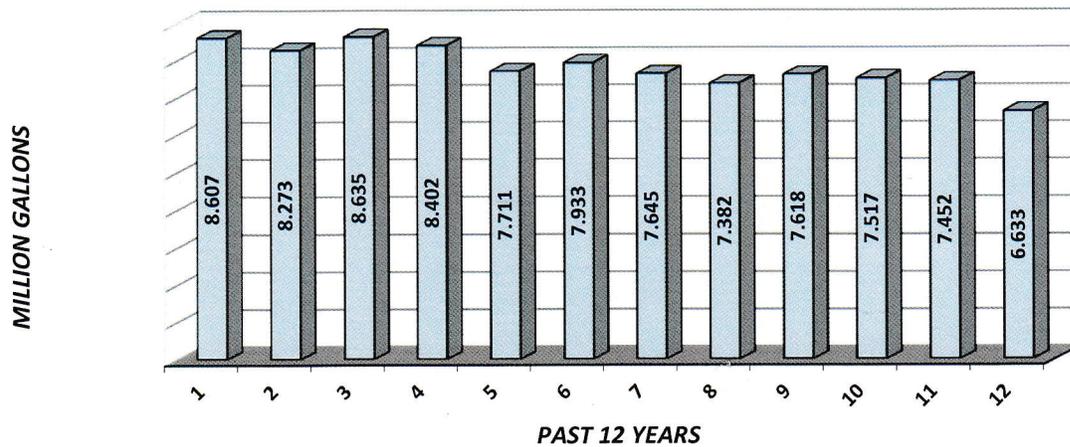
MONTHLY UTILITY REPORT

DECEMBER 2018

AVERAGE DAILY PRODUCTION



AVERAGE DAILY PRODUCTION



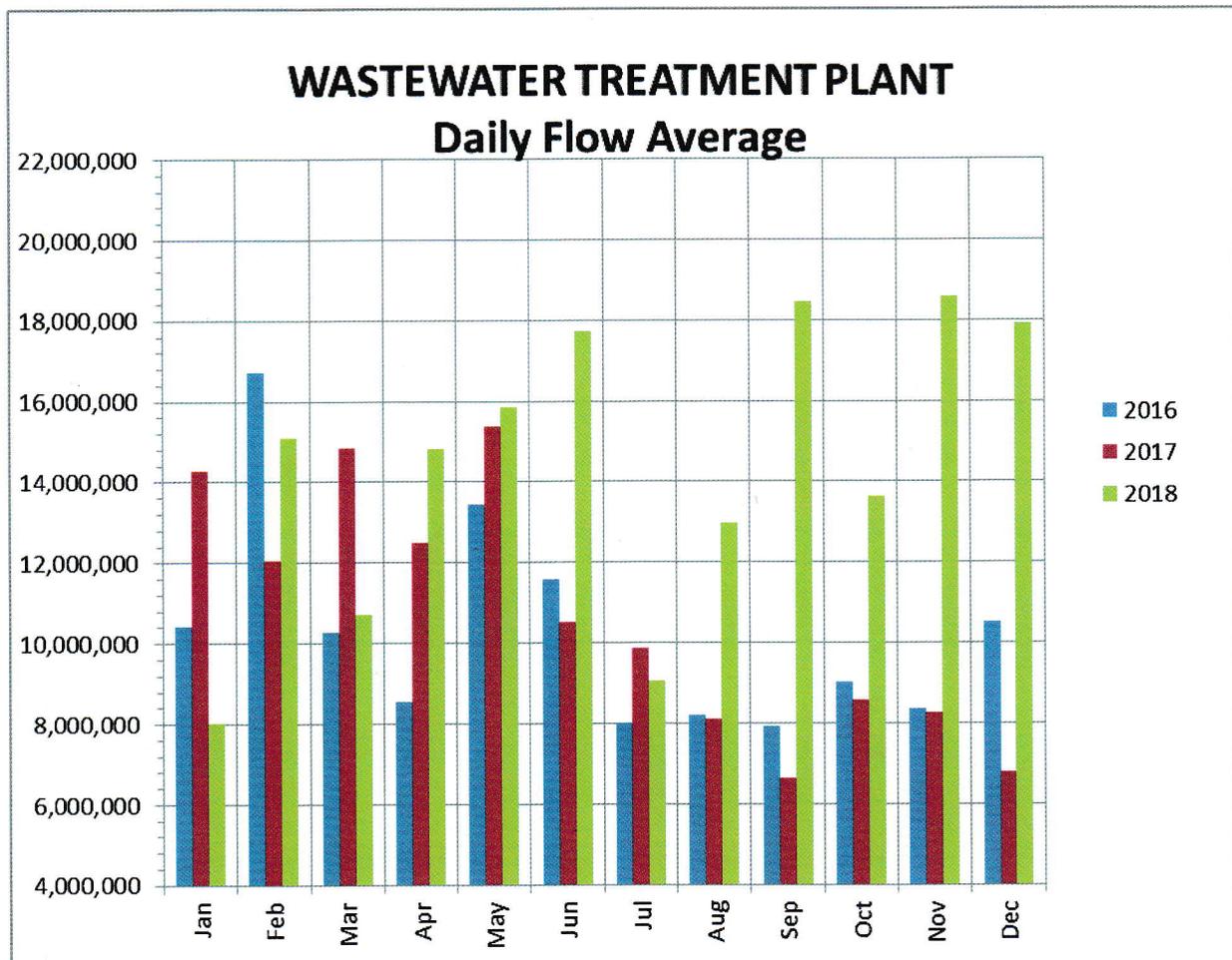
BRIEF LISTING of EVENTS

- > 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- > OVER 100 PREVENTIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALYSIS PERFORMED
- > TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7
- > BEGAN UNREGULATED CONTAMINATE MONITORING ROUND 4
- > WORKED WITH GD&F ON INTIAL STAGES OF SMOUSES MILL PUMP STATION UPGRADES
- > BOTH LAKE GORDON AND LAKE KOON AT 100% CAPACITY
- > PLANNING FUTURE IMPROVEMENTS/UPGRADES BASED ON DETAILED PLANT EVALUATIONS BY GD&F

Wastewater Treatment Plant – December 2018

OPERATIONS:

Treated 555,199,000 gallons @ an average of 17.910 million gallons per day. Removed 154,657 pounds of total suspended solids, 150,475 pounds of BOD, 38,568 pounds of total nitrogen, and 6,482 pounds of total phosphorous. Processed 886,306 gallons of sludge producing 92.83 Dry tons of Class "A" bio-solids. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.





Regular Council Agenda
February 5, 2019

Description

Utilities-Treatment Plants monthly report for December 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Administrative Services Monthly Report for December, 2018

February 5, 2019

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of December, 2018:

Management Information Systems (MIS) Department December 2018

Statistics

106 completed help desk requests
203 open help desk requests

Activities

Major department initiatives in the past month include:

- Go live on new Parking Ticket system
- Assist Engineering with GIS project
- Select Community Development software vendor
- Resolve issues with network storage space
- Go live on new Sensus Analytics meter read software

Parks & Recreation Department December 2018

Co-ed Volleyball League - 8 teams, 67 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown. 2 weeks of games – 6 matches – Attendance 96.

Field Usage - Complete for the season – no usage

Activities Building Usage - One Building Rental, 2 meetings/City related, 1 other meeting

- Meetings:** December P&R Advisory Board meeting/get together – December 10
 Meetings related to Fireworks and the New Year’s Eve/Ball Drop
 Staff meeting
 Meeting related to the Constitution Park Area Plan Draft
- Other items:** Request for Quotes for 2019 July 4th Fireworks
 Began work on upcoming 2019 season
 Seasonal Applications for Pool and Day Camp summer employees available to prospective returning employees from 2018
 Continue work on State registration for Constitution Park Day Camp
- Upcoming:** Recreation Advisory Board Meeting – Monday January 14, 2019
 Seasonal employment applications for employment as Lifeguards, cashier checker and Day camp counselors, are available for the 2018 summer season
 Constitution Park Pavilion reservations to begin Monday February 8, 2018
 Planning for 2019 Spring/Summer/Fall season
 Budget preparation for the 2020 budget
 Student Intern for the Spring Semester

□

Community Development
December 2018

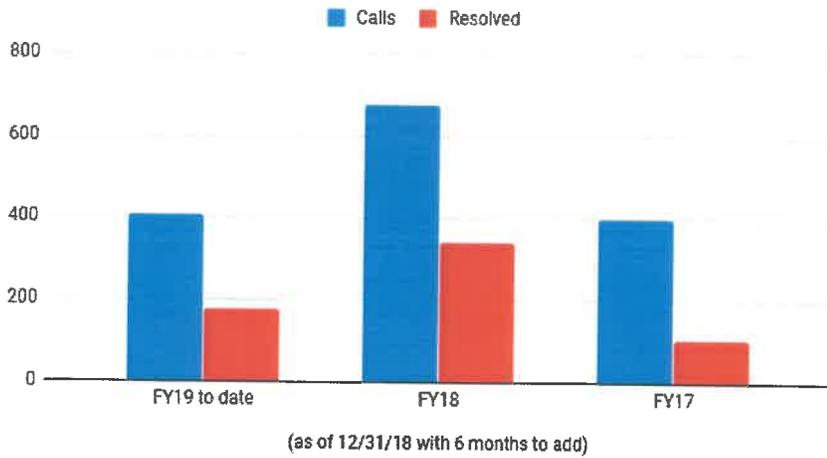
CODE COMPLIANCE

Building and Code Enforcement Activity:

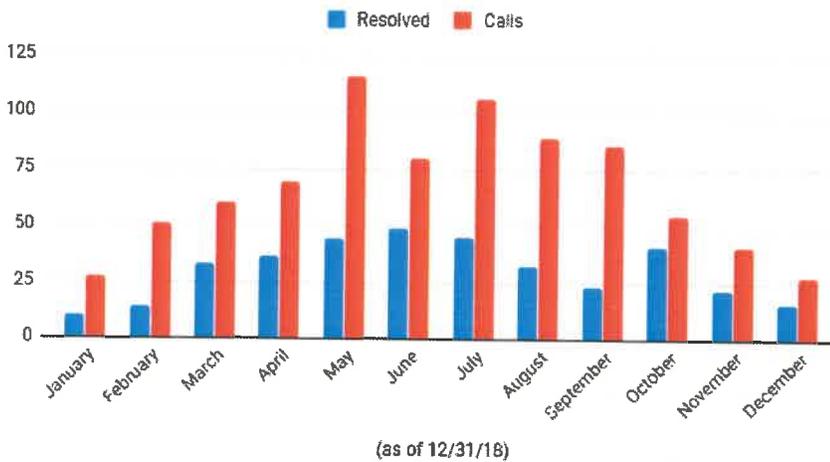
Decemberr: 28 new property reports with 16 of those closed.
 Closed 11 cases from previous months. Avg. 45% of calls resolved.

<u>Nuisance & Junk Vehicle</u>		<u>Property Maintenance</u>		<u>Building Code</u>	
Reported	20	Reported	6	Reported	1
Resolved	11	Resolved	2	Resolved:	1
 <u>Housing Code</u>		 <u>Zoning</u>			
Reported	2	Reported	1		
Resolved	1	Resolved	0		

FY19 Calls vs. Resolved



2018 Code Violation Reports by Month



Permits, Applications, and Licenses

Building Permits

Received: 1
 Issued: 1

Occupancy Permits

Received: 2
 Issued: 1

Plan reviews, etc.

Received: 0

Rental Licenses

Issued/Renewed: 3

Housing Inspections

Conducted: 33
 Passed: 33

Revenue

Building Permits\$125.00
 Bldg. Permits, Miscellaneous188.00
 Occupancy Permits60.00
 Utility Permits0.00
 Plan Reviews, Amendments & Appeals0.00
 Municipal Infractions/Citations0.00

Rental Licenses (new & renewals) 1375.00
 Inspection Requests.....0.00
 Certificates of Appropriateness.....0.00

TOTAL.....\$1,748.00

Demolition Permit - Bonds.....\$0.00

COMMUNITY DEVELOPMENT PROGRAMS

CDBG ACTIVITY

Activity	Year	Initial Fund	ERR	Contract	Spent	Remain	% Complete	
Balt/Amtrak Infrastructure Imps								
Trash Cans	2013	\$148,818.06	x	x	148818.06	\$0.00	100.00%	
Amtrak Phase 2 - Mechanic St.	15 & 16	\$97,811.00	x		0	\$97,811.00	0.00%	
ADA Sidewalk Imps (Cumberland St)	2015	\$110,000.00	x		20517.54	\$89,482.46	18.65%	added
Unprogrammed (term NM/PIP)	2015	\$11,607.72				\$11,607.72		
CNHS Closing Cost Grants	2016	\$32,000.00	x	x	17322.58	\$14,677.42	54.13%	
Unprogrammed (term Goethe)	2016	\$138,040.02			0	\$138,040.02	0.00%	
George St. ADA Sidewalks Project	2017	\$50,489.21	x		0	\$50,489.21	0.00%	
CB Sidewalk funds Bellevue	2017	\$101,489.22			0	\$101,489.43	0.00%	
Family Junction Parenting Program	2017	\$15,489.21	x	x	14416.54	\$1,072.67	93.07%	
Cavanaugh Ballfield - Imps. 2	2017	\$129,009.21	x		104920	\$24,089.21	81.33%	added
Amtrak Infrastructure Improvements Phase 4	2017	\$50,489.21	x		0	\$50,489.21	0.00%	
YMCA Lower Level Rehab Ph 4	2018	\$94,122.00				\$94,122.00	0.00%	
CHNS Closing Cost Grant	2018	\$13,403.00	x	x		\$13,403.00	0.00%	
Friends Aware, Inc. Facility Rehab Ph 4	2018	\$79,913.00				\$79,913.00	0.00%	
Salvation Army Facility Rehab: HVAC	2018	\$63,403.00				\$63,403.00	0.00%	

Central Bus District Commercial Accessibility Design	2018	\$13,403.00				\$13,403.00	0.00%	
City Hall Accessibility	2018	\$55,909.00				\$55,909.00	0.00%	
Family Crisis Resource Center Operations	2018	\$10,903.00	x	x		\$10,903.00	0.00%	
Hous. Authority JFV Sidewalk Repl. Proj Ph 3	2018	\$54,154.00	x	x		\$54,154.00	0.00%	
Archway Station Inc., Health Home Program	2018	\$6,153.00	x	x		\$6,153.00	0.00%	
Associated Charities Short Term Prescription	2018	\$11,403.00	x	x		\$11,403.00	0.00%	
Associated Charities Long Term Prescription	2018	\$16,403.00	x	x		\$16,403.00	0.00%	
Incredible Years Parenting Program (The Fam Junct)	2018	\$16,403.00	x	x		\$16,403.00	0.00%	
Friend's Aware Inc., Transportation Program	2018	\$12,903.00	x	x		\$12,903.00	0.00%	
HRDC Emergency Assistance Program	2018	\$21,653.00	x	x		\$21,653.00	0.00%	
AHEC West Denture Clinic	2018	\$7,903.00	x	x		\$7,903.00	0.00%	
AHEC West Health Right Dental Access Program	2018	\$10,903.00	x	x		\$10,903.00	0.00%	
Amtrak Ph 4 Infrastructure : Mechanic Str phase	2018	\$136,923.00	x	x		\$136,923.00	0.00%	\$285,223.21
<i>correct on 1/2/19</i>	<i>PRE-</i>	<i>Dec 18 drw</i>	<i>POST</i>	<i>Nov 18 dr</i>				
		Orig			Spent	Remain		
2017 Admin	2017	\$120,806.21			\$84,688.63	\$36,117.58		
2017 Indirect Cost	2017	\$9,683.00			\$9,683.00	\$0.00		
2017 Fair Housing	2017	\$10,489.21			\$9,390.45	\$1,098.76		
2018 Admin	2018	\$125,322.00			\$5,941.77	\$119,380.23	4.74%	
2018 Indirect Cost	2018	\$10,081.00			\$2,520.00	\$7,561.00	25.00%	
2018 Fair Housing	2018	\$13,403.00			\$646.61	\$12,756.39	4.82%	
					\$9,108.38	\$176,913.96		
\$43,413.00								

Comptroller's Office
December 2018

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of December 2018.

On December 1, 2018 the City had a cash balance of \$2.3 million. Disbursements exceeded receipts by \$1.0 million resulting in a cash balance of \$1.3 million at December 31, 2018. In addition, the City had an investment balance of \$17 million, which was \$1.5 million higher than the previous month.

As of December 31, 2018, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 3,046,220
	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance	
FY 2019	\$ 3,139,156	\$ 733,316	\$ 1,857,608	\$ -	\$ 2,014,864	
FY 2018	686,467	-	25,026	-	661,441	
FY 2017	268,387	-	9,185	-	259,202	
FY 2016	33,691	-	-	-	33,691	
FY 2015	29,580	-	50	-	29,530	
FY 2014	18,425	-	385	-	18,040	
FY 2013	14,245	-	387	-	13,858	
FY 2012	8,932	-	245	-	8,687	
FY 2011	3,888	-	370	-	3,518	
Prior FY's	3,389	-	-	-	3,389	
	<u>\$ 4,206,160</u>	<u>\$ 733,316</u>	<u>\$ 1,893,256</u>	<u>\$ -</u>	<u>\$ 3,046,220</u>	

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

Real property (non-owner occupied)	\$ 973,676
Non-Corp Personal Property	12,577
Corporate Personal Property	370,899
Real Property (semiannual payments)	657,712
Real Property (Half Year)	-
	<u>\$ 2,014,864</u>

December is a 2-pay month so the cash required to meet payroll is an estimated \$1,040,000.

The City liquidity position continues to be strong as illustrated in the cash and investments table following table. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary
December 31, 2018

	Cash	Investments
Beginning Balance	\$ 2,299,829	\$ 15,755,036
Add:		
Cash Receipts	6,609,712	30,166
Investment Transfer	-	1,500,000
Less:		
Disbursements	6,108,512	-
Investment Transfer	1,500,000	-
Ending Balance	\$ 1,301,029	\$ 17,285,202
Restricted	\$ 294,578	\$ 133,468

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

Restricted Cash

	12/1/2018	Increase	Utilization	12/31/2018
Police Seizures	\$ 113,095	\$ 45	\$ 9,338	\$ 103,802
Bowers Trust	32,194	-	-	32,194
Restricted Lenders	106,341	-	-	106,341
Other	52,241	-	-	52,241
	\$ 303,871	\$ 45	\$ 9,338	\$ 294,578

Restricted Investments

	12/1/2018	Increase	Utilization	12/31/2018
DDC	\$ 6,770	\$ 12	\$ -	\$ 6,782
GOB 2013	125,986	700	-	126,686
	\$ 132,756	\$ 712	\$ -	\$ 133,468

Other restricted cash includes demolition bond deposits held and solicited donations for the Al Abrams Field, a Joe Maphis statute and for a P&R Sound Garden at Constitution Park community projects.

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

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs and projects. There were no projects draws in December.

Capital Projects and Associated Debt:

The table below illustrates undrawn Maryland CDA bond proceeds and the accumulated debt draws and grants received associated with the ongoing Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	12/1/2018	Utilization	12/31/2018
CDA 2014	\$ 800,777	\$ -	\$ 800,777
CDA 2015	1,826,543	-	1,826,543
CDA 2017	293,428	-	293,428
CDA 2018	2,471,000	-	2,471,000
	\$ 5,391,748	\$ -	\$ 5,391,748

CSO Projects Debt Draws

	12/1/2018	Utilization	12/31/2018
Evitts Creek Debt	\$ 143,260	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-
WWTP Debt	1,434,185	131,235	1,565,420
WWTP Grant	10,039,283	918,646	10,957,929
	\$ 11,616,728	\$ 1,049,881	\$ 12,666,609

There were no CDA draws in December.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. During December we submitted draw requests for \$919K in BRF grants and \$131K in new debt on the WWTP CSO project. There was no Evitts Creek CSO project activity.

Respectfully submitted

Jeff Rhodes
City Administrator



Regular Council Agenda
February 5, 2019

Description

Administrative Services monthly report for December, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

David Caporale

Richard J. Rock" Cioni

Eugene T. Frazier

CITY CLERK

Marjorie A. Woodring

MINUTES

DATE: November 8, 2018

I. Closed Session

1. 5:30 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Sections 3-305 (b) (7) and (14) of the General Provisions Article of the Annotated Code of Maryland to consult with counsel to obtain legal advice regarding negotiation of a franchise agreement

Councilman Bernard convened the meeting in open session. Motion to move into closed session was made by Frazier, seconded by Cioni, and was passed on a vote of 3-0. Mayor Grim and Councilman Caporale were absent.

2. Executive Session

II. Open Session

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

The meeting reconvened in open session at 6:15 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Councilmen Seth Bernard, David Caporale, Richard J. "Rock" Cioni, and Eugene Frazier

ABSENT: Mayor Brian K. Grim, Councilman David Caporale

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

MOTION to appoint Seth Bernard as Acting Mayor was made by Frazier, seconded by Cioni, and was passed on a vote of 3-0 with Caporale being absent at time of vote.

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting

Actin Mayor Bernard announced that a closed session had been held on November 8, 2018 at 5:30 p.m. and read into the record of summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Director's Reports

(A) Public Works

1. Utilities-Treatment Plants monthly report for September, 2018

Motion to accept the report was made by Caporale, seconded by Cioni and was passed on a vote of 4-0.

(B) Administrative Services

1. Administrative Services monthly report for August, 2018

Motion to accept the report was made by Caporale, seconded by Cioni and was passed on a vote of 4-0.

VII. Approval of Minutes

1. Approval of the Public Session Minutes of August 7, 2018

Motion to approve the minutes was made by Caporale, seconded by Cioni, and was passed on a vote of 4-0.

VIII. Approval of Minutes

1. Approval of the Closed Session Minutes of August 7 and 14, 2018

Motion to approve the minutes was made by Caporale, seconded by Cioni, and was passed on a vote of 4-0.

IX. Unfinished Business

(A) Ordinances

1. Ordinance (*2nd & 3rd readings*) - enacting City Code Section 13-200 to regulate the solicitation of money or donations from occupants of vehicles by standing in roadways, median dividers, or intersections

Mr. Cohen provided background on the Ordinance, stating that the provisions would allow for an orderly way of permitting and conducting these types of solicitations.

SECOND READING: The Ordinance was presented in title only for its second reading. The reading was interrupted and a motion was made by Frazier to suspend the second reading and move to the third after comment. Cioni seconded the motion and it passed on a vote of 4-0.

Acting Mayor Bernard called for questions or comments. Being none, the Ordinance proceeded to its third reading.

THIRD READING: The Ordinance was presented in title only for its third reading and was passed on a vote of 4-0.

ORDINANCE NO. 3843

X. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes and Mr. Cohen reviewed each item on the Consent Agenda and Acting Mayor Bernard called for questions or comments. Motion to approve Consent Agenda Items 1-8 was made by Cioni, seconded by Frazier, and was passed on a vote of 4-0.

1. Order authorizing the Chief of Police to enter into a Memorandum of Understanding with Maryland allied law enforcement agencies to create and operate the Western Maryland Information Center (WMIC), which will be responsible for the collection, evaluation, collation, analyzation, and dissemination of illegal criminal activity information

ORDER NO. 26,359

2. Order authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department for an Overtime Grant of \$3,000 to conduct mini-take back events within the community and provide medication pick up services to homebound individuals between November 1, 2018 and June 1, 2019 in an attempt to reduce opiate misuse

ORDER NO. 26,360

- 3.

Order accepting the proposal of Whitman, Requardt and Associates for the 30% Initial Design of the 78" Parallel Pipeline from the Mill Race to the CSO Storage Facility at the WWTP in the estimated contract price of \$498,429

ORDER NO. 26,361

4. Order accepting the Quitclaim Bill of Sale to transfer ownership of the Cumberland Street Bridge from CSX Transportation, Inc. to the City

ORDER NO. 26,362

5. Order authorizing execution of an Assignment, Assumption and Guaranty of Lease Agreement by and between Rocon LLC, InSite Towers Development 2 LLC, and Insite Wireless Group LLC regarding the Ground Lease Agreement dated June 5, 2018 which granted Rocon LLC the use of certain premises at Eleanor Terrace, to provide the City's consent to the Assignment subject to certain conditions

ORDER NO. 26,363

6. Order authorizing execution of a Memorandum of Ground Lease with Rocon, LLC giving notice of the existence of an unrecorded Ground Lease dated June 5, 2018 pertaining to the use of City-owned land on Eleanor Terrace

ORDER NO. 26,364

7. Order authorizing execution of a Ground Lessor Estoppel regarding the Ground Lease Agreement with Rocon, LLC dated June 5, 2018 for the location of a communications tower on Eleanor Terrace and acknowledging the City's consent to the assignment of the Lease to Insite Wireless Group, LLC and InSite Towers Development 2, LLC

ORDER NO. 26,365

8. Order authorizing the City Solicitor to execute a letter setting forth the agreement between the City, the UFCE Local 1994, and Cumberland Police Officers Tyler Cheng, Jacob Martel, and Joseph Ashby regarding an adjustment to be made to the officers' annual leave

ORDER NO. 26,366

XI. Public Comments

Nick Gelles, 317 Pearl Street, asked when the stop signs would be installed at the Pearl Street / Pine Avenue intersection and Mr. Rhodes advised he would check on it. Mr. Gelles discussed concerns regarding junk vehicles that were parked on Pine and Chief Hinnant advised he would send officers up to check the situation out again.

Acting Mayor Bernard and Councilmen Caporale, Cioni, and Frazier thanked all the candidates who had run for council in the recent election and congratulated Ray Morriss on being the newly-elected mayor.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 6:37 p.m.

Minutes approved on _____

Seth D. Bernard, Acting Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

November 8, 2018 at 5:30 p.m.

Second Floor Conference Room, City Hall

On Thursday, November 8, 2018, the Mayor and City Council met in closed session at 5:30 p.m. in the second floor conference room of City Hall to confer with counsel to obtain legal advice regarding negotiation of a franchise agreement. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (7) and (14).

Persons in attendance included Acting Mayor Seth Bernard; Council Members David Caporale, Richard Cioni, and Eugene Frazier; City Administrator Jeff Rhodes, City Solicitor Mike Cohen, and City Clerk Marjorie Woodring; Jeff Blomquist, Funk & Bolton, via conference phone

On a motion made by Councilman Frazier and seconded by Councilman Cioni, Council voted 3-0 to close the session, with Caporale absent at vote.

No actions were voted upon and the meeting was adjourned at 6:15 p.m.



Seth Bernard, Mayor pro tem

Entered into the public record on NOV - 8 2018



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

David Caporale

Richard J. Rock" Cioni

Eugene T. Frazier

CITY CLERK

Marjorie A. Woodring

MINUTES

DATE: November 20, 2018

I. Closed Session

1. 5:00 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b) (1) of the General Provisions Article of the Annotated Code of Maryland to discuss personnel issues pertaining to promotions and board and commission appointments.

Mayor Grim convened the meeting in open public session. Motion to move into closed session was made by Cioni, seconded by Bernard, and was passed on a vote of 3-0 with Grim and Caporale being absent at the time of vote.

2. Executive Session

II. Open Session

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

Mayor Grim reconvened the meeting in open session at 6:15 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Richard J. "Rock" Cioni, Eugene Frazier

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

V. Statement of Closed Meeting

1. **Summary Statement of Closed Meeting**

Mayor Grim announced that a Closed Session had been held on November 20, 2018 at 5:00 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Proclamations

1. **Proclaiming Saturday, November 24, 2019 as Small Business Saturday in the City of Cumberland**

Mayor Grim read the Proclamation and and it was entered into the public record.

2. **Proclaiming the month of November in the City of Cumberland as "Municipal Government Month"**

Mayor Grim read the Proclamation and and it was entered into the public record.

VII. Presentations

1. **Oath of Office given to Cumberland Police Officers Bronson Becker, Jr., James Beck, III, Ashley Davis, Michael Bise, Brandon Liller, and Jeffrey Fairley**

Chief Charles Hinnant introduced each officer, provided background information on the officer, and introduced family members who were in attendance. Mayor Grim swore the police officers into office and welcomed them as members of the Cumberland Police Department.

VIII. Director's Reports

(A) Public Works

1. **Utilities-Flood/Water/Sewer monthly report for October, 2018**

Motion to approve the report was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

2. **Maintenance Division monthly report for October, 2018**

Motion to approve the report was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

(B) Police

1. **Police Department monthly report for October, 2018**

Motion to approve the report was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

IX. New Business

(A) Ordinances

1. Ordinance (*1st reading*) - providing for the closure of a portion of Pear Street running from the south side of Henderson Avenue South for a length of 125 feet in the direction of N. Centre Street, as requested by CSX Transportation, Inc.

Mr. Rhodes discussed that the public right of way proposed to be closed was actually a railroad crossing at Pear Street and had been closed a year and a half ago by CSX. This procedure was a formality to officially close the right of way.

FIRST READING: The Ordinance was presented in title only for its first reading. Motion to approve the first reading and table until the following meeting was made by Caporale, seconded by Bernard, and passed on a vote of 5-0.

2. Ordinance (*1st reading*) - providing for the closure of a portion of Second Street, running from the western right of way line of Somerville Avenue West to the eastern right of way line of Memorial Avenue, as requested by the Housing Authority for the City of Cumberland

Mr. Cohen requested that this Ordinance be tabled at this time.

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

(B) Resolutions

1. Resolution adopting the 2018 Allegany County Hazard Mitigation Plan as the City of Cumberland 2018 Hazard Mitigation Plan

Mr. Rhodes discussed that the Resolution was a formality used to adopt the County's Hazard Mitigation Plan as the City's Plan.

The Resolution was presented in title only. Motion to approve the Resolution was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

RESOLUTION NO. R2018-08

(C) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments. (Additional remarks are below under the appropriate item.)

Motion to approve Consent Agenda Items 1-8 was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

1. Order declaring a 1996 Dodge Truck (VIN No. 3B7HF13Y6TF158741) as surplus equipment and authorizing it for sale or trade-in

ORDER NO. 26,367
2. Order declaring certain computer equipment to be surplus and authorizing it for disposal

ORDER NO. 26,368
3. Order recommending that the Evitts Creek Water Company (ECWC) sell to the Pennsylvania Department of Transportation (PA DOT) certain property owned by the ECWC, to enable PA DOT to make transportation improvements that require condemnation of said property, pursuant to the terms of an Agreement of Sale and subject to the conveyance being effected by means of a special warranty deed, for the purchase price of \$2,400

ORDER NO. 26,369
4. Order accepting the bid of Weimer Chevrolet to provide two 2018 Pickup Trucks, two New F-550 Dump Trucks, one New 3/4 Ton Pickup Truck, and Four New 3/4 Ton Service/Utility Body Trucks for the total amount of \$ 447,644

ORDER NO. 26,370
5. Order declaring City-owned property at 547 Eastern Avenue to be surplus and declaring the City's intent to transfer the property to John Wolf for the purchase price of \$3,600

ORDER NO. 26,371
6. Order accepting the sole source proposal from Wilson T. Ballard to provide engineering services for the Fayette Street Bridge alternative study for the replacement of Bridge A-C-08 on Fayette Street for an estimated lump sum cost of \$38,529.44

ORDER NO. 26,372
7. Order accepting the sole source proposal from Wilson T. Ballard to provide engineering services for the Washington Street Bridge alternative study for the replacement of Bridge A-C-07 on Washington Street over CSX Railroad in the estimated lump sum cost of \$38,529.44

ORDER NO. 26,373
8. Order adopting a revised City of Cumberland Police Take Home Vehicle Program, to be effective this date

Chief Hinnant discussed that this policy expands the take home vehicle privilege to include County residents that are police officers, with a certain hierarchy for assignment. The changes are expected to help with officer recruitment and retention, will extend the life of the vehicles, and will provide incentive for officers to participate in specialized units.

ORDER NO. 26,374

X. Public Comments

Kelly Robertson, 410 Fayette Street, talked about her family's history in arriving in Cumberland and establishing the Union Laundry on Seymour Street and discussed her efforts to have the building placed on the Historic Registry.

Mayor Grim congratulated Councilmen Cioni and Bernard on being re-elected to Council and also congratulated Raymond Morriss, who had been elected as Mayor.

Mayor Grim also congratulated Councilman Caporale on his election to the Board of County Commissioners and expressed that he was looking forward to Caporale's leadership on that Board. Mayor Grim then presented Councilman Caporale with artwork of the downtown in appreciation for his dedicated service to the citizens of Cumberland.

Councilman Caporale thanked the citizens and his family for their support over the years and likewise thanked Mayor Grim, the Council Members, and City staff for their service to the community. He also congratulated Mayor-Elect Morris and welcomed him to the City Council.

Councilman Bernard announced that with Councilman Caporale's resignation from Council being effective November 20, 2019, the process to fill that vacant seat would now proceed. Applications from interested citizens would be accepted through December 7th. Interviews would be conducted and it was anticipated to have the new council members sworn-in in January.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:50 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
February 5, 2019

Description

Approval of the Regular Session Minutes of November 8 and November 20, 2018

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
February 5, 2019

Description

Public Hearing - to receive comment on the Community Development Block Grant Needs Assessment

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
February 5, 2019

Description

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: February 5, 2019

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

THAT, all bids received for the City project "New Drives for No. 1 and No. 2 Primary Clarifiers" (39-18-WWTP) be and are hereby rejected due to budgetary constraints.

Raymond M. Morriss, Mayor

New Drives for No. 1 and No. 2 Primary Clarifiers

City Project No. 39-18-WWTP

Bid Opening: November 14, 2018 - 2:30 p.m., City Hall Council Chambers

Company	Total Bid	Addendum	Affadavit	Bid Bond	Local Preference
<i>JS Haver</i>	<i>177,000.00</i>	<i>1 ✓</i>	<i>✓</i>	<i>✓</i>	<i>N/A</i>
<i>Leonard Fiore</i>	<i>214,880.00</i>	<i>1 ✓</i>	<i>✓</i>	<i>✓</i>	<i>N/A</i>
<i>Carl Belt, Jr</i>	<i>143,200.00</i>	<i>1 ✓</i>	<i>✓</i>	<i>✓</i>	<i>County</i>

The Department of Engineering will review all proposals and provide a recommendation to the Mayor and City Council for award based on the lowest and most responsive bid received.



Regular Council Agenda
February 5, 2019

Description

Order rejecting all bids received for the New Drives for No.1 and No.2 Primary Clarifiers Project (39-18-WWTP) due to budgetary constraints

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: February 05, 2019

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

THAT, the taxes and utilities due and owing on City-owned property at 534 Maryland Avenue (Tax Account 22-009532) be and are hereby abated.

Raymond M. Morriss, Mayor

Real Property Data Search

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Account Identifier:		District - 22 Account Number - 009532							
Owner Information									
Owner Name:	MAYOR & CITY COUNCIL OF CUMB			Use:	EXEMPT				
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502-			Principal Residence:	NO				
				Deed Reference:	/02390/ 00016				
Location & Structure Information									
Premises Address:	534 MARYLAND AVE CUMBERLAND 21502-0000			Legal Description:	534 MARYLAND AVE 25X85 16X78				
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0105	0000	0427		0000				2018	Plat Ref:
Special Tax Areas:				Town:	CUMBERLAND				
				Ad Valorem:					
				Tax Class:					
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use					
1890	1,344 SF		1,670 SF						
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
2	YES	STANDARD UNIT	FRAME	1 full					
Value Information									
			Base Value	Value	Phase-in Assessments				
				As of	As of		As of		
				01/01/2018	07/01/2018		07/01/2019		
Land:			1,500	1,500					
Improvements			18,900	18,100					
Total:			20,400	19,600	19,600	19,600			
Preferential Land:			0		0				
Transfer Information									
Seller: BICKER DONOVAN DAVID MARTIN				Date: 06/22/2018		Price: \$5,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /02390/ 00016		Deed2:			
Seller: CRITES CINDY				Date: 03/06/2014		Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /02037/ 00498		Deed2:			
Seller: BOHRER, MELVIN G III				Date: 06/27/2002		Price: \$11,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /00706/ 00459		Deed2:			
Exemption Information									
Partial Exempt Assessments:	Class				07/01/2018	07/01/2019			
County:	670				19,600.00	19,600.00			
State:	670				19,600.00	19,600.00			
Municipal:	670				19,600.00 19,600.00	19,600.00 19,600.00			
Tax Exempt:					Special Tax Recapture:				
Exempt Class:									

Inquiry

Documents Exist

Prop#...: 22-009532
 Owner...: CUMBERLAND MAYOR & CITY COUNCIL
 Address: 534 MARYLAND AV
 Mail To: CUMBERLAND MAYOR & CITY COUNCIL
 57 N LIBERTY ST
 CUMBERLAND MD 21502
 Phone...:

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

Payoff Date : 1/10/2019
 Total Billed: 4,920.21
 Tot. Dsc App: .00
 Total Paid...: 4,043.81
 Total Due W/SC: 876.40

Enter Option: ___

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2017	1	SA	201703917	216.14	.00	62.64	.00	278.78
-	2016	1	SA	201604001	186.64	.00	99.11	.00	285.75
-	2015	1	SA	201504002	176.35	.00	135.52	.00	311.87
-	2014	1	SA	201404233	166.05	.00	11.62	177.67	.00
-	2013	1	1	201311065	164.12	.00	16.40	180.52	.00
-	2012	1	1	201211047	162.19	.00	55.08	217.27	.00
-	2011	1	1	201110927	160.64	.00	60.99	221.63	.00
-	2010	1	1	201010882	160.64	.00	19.26	179.90	.00



MUNI-LINK

Billing

CUMBERLAND MD

My Account | Logout | Help & Support

ACCOUNTS | CUSTOMER | MESSAGES | PENDING | PAYMENTS | UTILITIES

Account To Bill

INACTIVE Account 290156007-0

MAYOR & CITY COUNCIL

534 MARYLAND AVE
CUMBERLAND, MD 21502

Address 2:
Tax ID: 22009532
Address Type: Residential Inside
Is Rental: No
Home Phone:
Mobile Phone:
Work Phone:

Utilities

General Information

Units: 1
Exclude Billing: No
Exclude Interest: No
Exclude Penalty: No
Exclude Notice: No
Exclude Lien: No
Suspended Action Code: Shut Off

Transactions

[View More](#)

Date	Type	Due Date	Total	Balance
09/07/2018	Penalty (Usage Only)	09/06/2018	3.27	292.89
08/17/2018	Bill (Usage Only)	09/06/2018	0.00	289.62
08/03/2018	Penalty		3.27	289.62
07/06/2018	Penalty		3.27	286.35
06/01/2018	Penalty		3.27	283.08

Balances

[View Details](#)

Balance	\$292.89
Deposits	0.00
Other	0.00
Water	90.19
Sewer	134.40
Trash	46.10
Bay Restoration Fee	22.20

Account Log

[View More](#)

Completed	Scheduled	Type	Comment
12/28/2018		MISC	Will have to pull this out so it does no...
11/15/2018		Inactive Bill	Inactive Bill Sent. Amount: 292.89
10/12/2018		Inactive Bill	Inactive Bill Sent. Amount: 292.89
08/27/2018		Demolished	AR
07/17/2018		Converted Note	07/17/18 - MAYOR \$ CC TOOK PROPERTY OVER...

Services

Inside Water Service - Water

Inside Sewer Service - Sewer

Bay Restoration Fee - BayRestFee

** All Services **

Details

[View Details](#)

Title: Inside Water Service - Water
Quantity: 1
Amount:
Enabled: Yes

Discounts and Surcharges

[View More](#)

No data found.

Meters

[View More](#)

Number	Size	status	Read Date	Reading	Usage	Type	Meter Math Type
0009708060	3/4"	Active	08/12/2018	82550	0	Actual	Standard

Usage



Regular Council Agenda
February 5, 2019

Description

Order abating taxes and utilities for City-owned property at 534 Maryland Avenue (Tax Acct. 22-009532)

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: February 05, 2019

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding by and between Maryland Broadband Cooperative, Inc. and the Mayor and City Council of Cumberland pertaining to the construction of fiber optic infrastructure in the area of downtown Cumberland.

Raymond M. Morriss, Mayor

1 Allegany County Board of Education warehouse and terminates at a point (marked as “Point “D”
2 on Exhibit 1) along Inner Loop Road near its intersection with Bedford Street.

3 **WHEREAS**, MDBC is a non-profit cooperative that provides fiber optic infrastructure
4 and services to underserved areas of the State of Maryland; and

5 **WHEREAS**, the City desires to sell, assign and deliver the Fiber System to MDBC, and
6 MDBC desires to purchase the Fiber System, and thereafter to use, operate, inspect, maintain and
7 repair the Fiber System, in accordance with the terms and conditions of this Agreement; and

8 **WHEREAS**, subject to Paragraph 27 below (relating to Relationship of the Parties), the
9 purpose of this Agreement is to develop a collaboration between the parties on the matters set
10 forth herein.

11 **NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual
12 covenants set forth in this Agreement, the parties agree as follows:

13 **1. SALE OF FIBER SYSTEM BY CITY TO MDBC**

14 A. In consideration of the sum of One Dollar (\$1.00) and other good and
15 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City
16 agrees to sell, grant, transfer, deliver and convey to MDBC, its successors and assigns, to have
17 and to hold the same forever, subject, however, to the terms, covenants and conditions of this
18 Agreement, all of the City’s rights, title and interest in and to, as well as good and marketable
19 title to, the Fiber System.

20 B. The City shall, contemporaneously herewith, execute and deliver to
21 MDBC a Bill Of Sale substantially in the form attached hereto as **EXHIBIT 2**, which is attached
22 and made a part of this Agreement.

1 C. Upon the request of MDBC made within a reasonable period of time
2 following the Effective Date, the City shall, without cost to the City, use reasonable efforts to
3 assist MDBC in its efforts to obtain from Skyline Technologies the following materials:

- 4 i. all as-built drawings and records of the Fiber System;
- 5 ii. all post-construction testing records of the Fiber System;
- 6 iii. all available manufacturer and vendor warranty information and
7 warranty documents relating to the Fiber System;
- 8 iv. a listing of all street addresses which are passed by the Fiber
9 System; and
- 10 v. all available Keyhole Markup Language Zipped files (kmz)
11 relating to the route of the Fiber System.

12 **2. NO ASSUMPTION OF LIABILITIES OR OBLIGATIONS**

13 Except as expressly stated herein, MDBC shall not assume any liabilities or obligations
14 of the City with respect to the Fiber System.

15 **3. MAINTENANCE PROCEDURE**

- 16 A. After the Effective Date, MDBC shall at its sole cost and expense:
- 17 i. Maintain the Fiber System in good working order and repair;
 - 18 ii. Promptly perform such repairs of the Fiber System that are
19 necessary to address any interruption of service provided via the Fiber System;
 - 20 iii. Promptly perform such routine, periodic maintenance work that is
21 necessary or required to maintain the Fiber System in a state of good working order and repair;
22 and

1 iv. Promptly perform all acts which are necessary to maintain in good
2 standing all easements, right-of-ways, and public and private pole attachment agreements, if any,
3 pertaining to the Fiber System.

4 B. The City acknowledges that, after the Effective Date, MDBC shall have
5 the right to access the Fiber System twenty-four (24) hours a day, seven (7) days a week, for
6 repairs, installation and maintenance.

7 C. In the event of an unplanned outage that affects service via the twelve (12)
8 strands of the Fiber System discussed in Paragraph 6 below, MDBC will use best efforts to
9 communicate with the City during the unplanned outage.

10 D. In the event of an unplanned outage of all or any portion of the Fiber
11 system, MDBC's priority will be the expeditious restoration of service.

12 E. Within thirty (30) days of the Effective Date, MDBC shall provide the
13 City with an emergency telephone number(s) by which the City can contact a responsible
14 employee, agent, or representative of MDBC twenty-four (24) hours a day, seven (7) days a
15 week to discuss operation of the Fiber System, including, without limitation, its condition,
16 performance, repair, maintenance or service.

17 **4. REMEDY OF INTERFERENCE**

18 MDBC shall take all reasonable and necessary action to avoid interfering with City
19 operations during MDBC's performance of any service, work or operations pertaining to the
20 Fiber System. In the event that any of MDBC's action with respect to the Fiber System
21 interferes in any way with the operation of the City, MDBC shall remedy the interference to the
22 reasonable satisfaction of the City at MDBC's sole cost and expense.

1 **5. BEST EFFORTS AND ADDITIONS TO FIBER SYSTEM**

2 A. In its ownership, use and operation of the Fiber System, MDBC (through
3 its member internet service providers who provide retail broadband services) shall diligently
4 endeavor, and use its best efforts, to make high speed broadband services, including Internet
5 service, available to residential and commercial customers located in the City. At any time, and
6 from time to time, after twenty-four (24) months of the Effective Date, the City may express in
7 writing to MDBC the City’s dissatisfaction with MDBC’s efforts to perform its duties set forth in
8 the first sentence of this Paragraph 5.A., and shall state in detail the reason(s) for the
9 dissatisfaction of the City. For a period of not less than ninety (90) days after the receipt of any
10 such notice of dissatisfaction by MDBC (the “Negotiation Period”), the City and MDBC shall
11 each cooperate, make best efforts and engage in good faith negotiations relative to the resolution
12 of the reason(s) for the dissatisfaction of the City. At the expiration of the Negotiation Period, if
13 the City has cooperated, has made best efforts and has engaged in good faith negotiations relative
14 to the resolution of the reason(s) for the dissatisfaction of the City during the Negotiation Period,
15 and if the City nonetheless then remains dissatisfied with the performance of MDBC’s duties set
16 forth in the first sentence of this Paragraph 5.A., then the City may provide a written notice to
17 MDBC to require the prompt reversion of ownership to the City of the Fiber System and all
18 easements, rights-of-way, and pole attachments agreements pertaining to the Fiber System, and
19 require MDBC to promptly convey and assign to the City all of MDBC’s rights, title and
20 interests in and to the Fiber System and all easements, rights-of-way, and pole attachments
21 agreements pertaining to the Fiber System, free and clear of all liens, encumbrances and security
22 interests (hereinafter referred to as the “City Reversion of Ownership Notice”). In the event that
23 the City exercises the above reversionary interest rights by a City Reversion of Ownership
24 Notice, the parties shall fully cooperate in the execution and delivery of any documents or

1 instruments reasonably requested by the other, or otherwise necessary, convenient or desirable,
2 to more fully effectuate the prompt reversion between the parties hereunder.

3 B. Notwithstanding the foregoing provisions of Paragraph 5.A., in the event
4 that the City exercises its right of reversion by a City Reversion of Ownership Notice, the
5 following shall apply:

6 i. At the time of its receipt of a City Reversion of Ownership Notice
7 by MDBC, any strand of fiber in the Fiber System which MDBC is using at that time to provide
8 a service (hereinafter individually referred to as an "In-Service Fiber") shall remain the property
9 of MDBC, or its successors or assigns, until the sooner to occur of: (a) expiration of MDBC's
10 lease or agreement for the service being provided via In-Service Fiber; or (b) MDBC's
11 abandonment of the In-Service Fiber. MDBC shall promptly convey the In-Service Fiber to the
12 City following the first to occur of either condition (a) or (b).

13 ii. At the time of MDBC's receipt of a City Reversion of Ownership
14 Notice, a 12-fiber buffer tube of the Fiber System (hereinafter referred to as the "12-Fiber Buffer
15 Tube"), shall remain the property of MDBC, or its successors or assigns, for MDBC's exclusive
16 use to support future opportunities for MDBC members to provide services to Cumberland,
17 Maryland and its vicinity. Notwithstanding the foregoing, MDBC shall promptly convey a
18 strand of fiber of the 12-Fiber Buffer Tube to the City upon the first to occur of: (a) MDBC's
19 failure to use the strand of fiber of the 12-Fiber Buffer Tube for a period in excess of twenty-four
20 (24) consecutive months; or (b) MDBC's abandonment of the strand of fiber of the 12-Fiber
21 Buffer Tube. MDBC shall promptly convey the strand of fiber of the 12-Fiber Buffer Tube to
22 the City following the first to occur of either condition (a) or (b).

23 iii. Until such time as a strand of fiber which is part of the In-Service
24 Fiber or the 12-Fiber Buffer Tube reverts to the City pursuant to Paragraph 5.B.i. or 5.B.ii.

1 above, MDBC shall indemnify, defend and hold harmless the City with respect to the same and
2 MDBC shall maintain the fiber consistent with Paragraph 3 above and all other applicable
3 provisions of this Agreement.

4 iv. Upon the reversion of ownership of the Fiber System or any
5 portion thereof from MDBC to the City, the City shall be exclusively responsible for all costs
6 and liabilities for locating, maintenance and break-fix of the fiber having reverted to the City,
7 exclusive of the In-Service Fibers and/or the 12-Fiber Buffer Tube to the extent the same
8 remains with MDBC, and the City shall hold harmless and indemnify MDBC regarding all such
9 costs and liabilities.

10 C. The City and MDBC agree to the following:

11 i. The City, as part of its Baltimore Street Redevelopment Project,
12 shall install no less than a 96-count fiber optic cable along Baltimore Street from its intersection
13 with Mechanic Street to its intersection with George Street, with attending conduits, hand holes
14 and laterals terminating at as many buildings along Baltimore Street as is feasible and practicable
15 (hereinafter referred to as the "Baltimore Street Fiber");

16 ii. MDBC, based on its experience in similar projects, shall provide
17 the City, without charge, advice and consultation as to the planning, design, and installation of
18 the Baltimore Street Fiber;

19 iii. As part of its duty to provide advice and consultation with regard
20 to the Baltimore Street Fiber, MDBC staff will visit Cumberland to review the planned fiber
21 route along Baltimore Street, review drawings and plans, offer recommendations, and consult
22 with the City's engineers, contractors and subcontractors assigned to the Baltimore Street
23 Redevelopment Project;

1 iv. Upon the City's completion of the Baltimore Street Fiber install,
2 MDBC shall at its sole costs and expense promptly splice or connect the Baltimore Street Fiber
3 to the Fiber System in or around the intersection of Baltimore Street and Mechanic Street and,
4 upon making such connection, the Baltimore Street Fiber shall be considered a part of the Fiber
5 System and shall be subject to the terms, covenants and conditions of this Agreement;

6 v. Contemporaneously with the City's installation of the Baltimore
7 Street Fiber, MDBC shall at its sole cost and expense install a 96-count fiber optic cable from the
8 intersection of Baltimore Street and George Street to the terminus of the Fiber System located in
9 or around the intersection of Queen City Drive and Bedford Street;

10 vi. MDBC shall at its sole costs and expense splice or connect the 96-
11 count fiber optic cable installed by it pursuant to paragraph 5.C.v. above to the Fiber System at
12 the intersection of Baltimore Street and George Street and at the terminus of the Fiber System
13 located in or around the intersection of Queen City Drive and Bedford Street thereby completing
14 the Cumberland Fiber System Loop and, upon doing so, the MDBC fiber installed pursuant to
15 Paragraph 5.C.v. above shall be considered a part of the Fiber System and shall be subject to the
16 terms, covenants and conditions of this Agreement.

17 **6. CITY USE OF FIBER SYSTEM STRANDS**

18 After the Effective Date, without cost to the City, MDBC will provide the City with the
19 use of twelve (12) strands of the Fiber System for the use of the City in its sole discretion. All
20 ownership right, title and interest in the aforesaid twelve (12) strands of the Fiber System shall at
21 all times after the Effective Date remain exclusively with MDBC, subject, however, to the other
22 terms and conditions of this Agreement, including, without limitation, the reversion clauses of
23 Paragraphs 5.A., 5.B., 18 and 19.

1 **7. LIMITED USE OF RIGHT-OF-WAY**

2 The MDBC shall have the right to use the City's rights-of-ways and easements for the
3 purposes of operating, inspecting, installing, maintaining, repairing, and replacing the Fiber
4 System and uses incidental thereto, subject to the following:

5 A. MDBC shall use the City's rights-of-ways and easements at its sole
6 expense, only for the purposes specifically mentioned above, and in accordance with all
7 applicable laws, rules, regulations and safety codes;

8 B. MDBC shall have no right to alter, modify, improve, damage, destroy or
9 impair the City's rights-of-way and easements;

10 C. MDBC shall promptly restore the City's rights-of-ways and easements
11 following any use or disturbance thereof;

12 D. MDBC shall provide the City with at least twenty four (24) hours advance
13 notice of MDBC's planned use of the City's rights-of-ways and easements for the purposes
14 mentioned above and, in the event of an unplanned outage or emergency situation necessitating
15 MDBC's use of the rights-of-ways and easements, prompt notice shall be supplied to the City as
16 soon as practicable; and

17 E. MDBC shall have the right to record a written Easement Agreement in a
18 form satisfactory to all parties that sets forth the terms of this Paragraph 7.

19 **8. LIABILITY**

20 A. MDBC shall indemnify, defend and hold harmless the City and its
21 employees or agents from and against any claim, demand, cause of action or liability for loss
22 from personal injury or property damage resulting from or arising out of the use of the Fiber
23 System and the City's rights-of-ways and easements by MDBC, its servants or agents, except to

1 the extent such claims or damages are caused by the acts or omissions of the City or its
2 employees or agents.

3 B. The City shall indemnify, defend and hold harmless MDBC and its
4 employees or agents from and against any claim, demand, cause of action or liability for loss
5 from personal injury or property damage resulting from or arising out of the use of the Fiber
6 System by the City, its servants or agents, except to the extent that such claims or damages are
7 caused by the acts or omissions of MDBC or its employees or agents.

8 **9. INSURANCE**

9 The MDBC shall maintain a comprehensive general liability insurance policy, which
10 names the City as an additional insured, in the amount of at least Three Million Dollars
11 (\$3,000,000.00) combined single limit for personal injury and property damage liability per
12 occurrence in the aggregate.

13 **10. FORCE MAJEURE**

14 Except as may be otherwise specifically provided in this Agreement, neither party shall
15 be in default under this Agreement if and to the extent that any failure or delay in such party's
16 performance of one or more of its obligations hereunder is caused by any of the following
17 conditions, and such party's performance of such obligation or obligations shall be excused and
18 extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit
19 or other material failures, shortages or unavailability or other delay in delivery not resulting from
20 the responsible party's failure to timely place orders therefore; lack of or delay in transportation;
21 government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or
22 any other cause beyond the reasonable control of such party (each a "Force Majeure Event").
23 The party claiming relief under this paragraph shall notify the other in writing of the existence of
24 the event relied on and the cessation or termination of said event.

1 **11. COMPREHENSIVE EXCLUSIVITY OF ALL AGREEMENTS**

2 It is agreed and understood that this Agreement contains all agreements, promises, and
3 understandings between the City and the MDBC, and that no verbal or oral agreements,
4 promises, understandings, or warranties of any kind shall be binding upon either party in any
5 dispute, controversy, or proceeding at law, and any addition, variation, or modification to the
6 Agreement shall be void and ineffective unless made in writing and signed by the authorized
7 representatives of both parties. The Exhibits referred to herein are integral parts hereof and are
8 hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit
9 hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement
10 shall prevail.

11 **12. GOVERNING LAW**

12 This Agreement and the performance thereof shall be governed, interpreted, construed,
13 and regulated by the laws of the State of Maryland.

14 **13. TRANSFER OF RIGHTS AND OBLIGATIONS**

15 A. MDBC may assign or transfer its rights and obligations arising under this
16 Agreement to any entity legally authorized to operate a communications system, to any of its
17 parents, subsidiaries or affiliates; to the successor by consolidation or merger; to a purchaser of
18 all or substantially all of the MDBC's assets; to any entity which purchases either a majority or
19 controlling interest in the MDBC; and to any partnership in which the MDBC, or any of its
20 parents, subsidiaries or affiliates is a general partner, upon the consent of the City, which consent
21 shall not be unreasonably withheld or delayed, and shall be presumptively granted subject to the
22 condition that the assignee shall ratify and affirm the terms of this Agreement in writing and
23 subject to all terms and conditions remaining in full force and affect between any parent,
24 subsidiary, affiliate or successor and the City.

1 B. Subject to this Agreement, MDBC shall also have the right in its sole
2 discretion to grant third parties leases, licenses and rights to use the Fiber System for the
3 provision of communications services.

4 **14. NOTICES**

5 All notices hereunder must be in writing and shall be deemed validly given if sent by
6 overnight mail, hand delivered, and/or certified mail, return receipt requested. If sent by certified
7 mail, notices shall be deemed delivered three (3) days after mailing if addressed as follows (or
8 any other address that the party to be notified may have designated to the sender by like notice):

9 **MDBC:** **MARYLAND BROADBAND COOPERATIVE, INC.**

10 2129A Northwood Drive

11 Salisbury, MD 21801

12 Attention: Patrick Mitchell, President and CEO

13 **CITY:** **Mayor and City Council of CUMBERLAND**

14 57 North Liberty St.

15 Cumberland, MD 21502

16 Attention: Jeffrey Rhodes, City Administrator

17 **15. WAIVER OF TRIAL BY JURY**

18 To the extent that a court of law would have jurisdiction over this Agreement, the parties
19 hereby waive trial by jury.

20 **16. NON-HIRING OF EMPLOYEES**

21 A. No employee of the City or any unit thereof, whose duties as such
22 employee include matters relating to or affecting the subject matter of the Agreement shall, while
23 so employed, become or be an employee of MDBC.

1 B. No employee of MDBC or any unit thereof, whose duties as such
2 employee include matters relating to or affecting the subject matter of the Agreement shall, while
3 so employed, become or be an employee of the City.

4 **17. TERMINATION FOR DEFAULT**

5 If MDBC fails to materially fulfill its obligations under this Agreement properly and on
6 time, or otherwise violates any material provision of the Agreement, and if MDBC fails to
7 correct the default within thirty (30) days of receiving a notice of such default from the City, then
8 the City may terminate the Agreement by giving written notice to MDBC and the City shall have
9 the right to require the prompt reversion to the City of ownership of the Fiber System and all
10 easements, rights-of-way and pole attachments agreement pertaining thereto. If the City
11 exercises its above conditional reversionary interest rights, the parties shall fully cooperate in the
12 execution and delivery of any additional documents or instruments reasonably requested by the
13 other, or otherwise necessary, convenient or desirable, to more fully effectuate the immediate
14 reversion between the parties hereunder. In the event of such a termination by the City, the
15 notice shall specify the acts or omissions relied upon as cause for termination.

16 **18. TERMINATION FOR CONVENIENCE**

17 This Agreement may be terminated by the City, in whole or part, whenever the City
18 determines that such termination is in the best interest of the City, subject to the following:

19 A. The City shall pay all reasonable costs associated with the Agreement that
20 the MDBC has incurred up to the date of termination, and all reasonable costs associated with
21 termination of the Agreement; provided, however, that the MDBC shall not be reimbursed for
22 any anticipatory profits that have not been earned up to the date of termination;

1 B. Upon the City’s termination of this Agreement pursuant to this Paragraph,
2 the City shall have the right to require the prompt reversion to the City of ownership of the Fiber
3 System and all easements, rights-of-way and pole attachments agreement pertaining thereto; and

4 C. If the City exercises its above reversionary interest rights, the parties shall
5 fully cooperate in the execution and delivery of any additional documents or instruments
6 reasonably requested by the other, or otherwise necessary, convenient or desirable, to more fully
7 effectuate the prompt reversion between the parties hereunder.

8 **19. POLITICAL CONTRIBUTION DISCLOSURE**

9 The MDBC shall comply with Election Law Article, §§14-101—14-108, Annotated Code
10 of Maryland, which requires that every person that enters into contracts, leases, or other
11 agreements with the State, a county, or an incorporated municipality, or their agencies, during a
12 calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the
13 State Board of Elections a statement disclosing contributions in excess of \$500 made during the
14 reporting period to a candidate for elective office in any primary or general election. The
15 statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a
16 lease or contract by the State, a City, an incorporated municipality, or their agencies, and shall
17 cover the preceding two calendar years; and (2) if the contribution is made after the execution of
18 a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover
19 the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending
20 July 31.

21 **20. RETENTION OF RECORDS**

22 The MDBC shall retain and maintain all records and documents relating to the
23 Agreement for three years after its full performance of all obligations hereunder or any

1 applicable statute of limitations, whichever is longer, and shall make them available for
2 inspection and audit by authorized representatives of the City.

3 **21. COMPLIANCE WITH LAWS**

4 The MDBC hereby represents and warrants that:

5 A. It is qualified to do business in the State of Maryland and that it will take
6 such action as, from time to time, may be necessary to remain so qualified;

7 B. It is not in arrears with respect to the payment of any monies due and
8 owing the State of Maryland, or any department or unit thereof, including, but not limited to, the
9 payment of taxes and employee benefits, and that it shall not become so in arrears during the
10 term of the Agreement;

11 C. It shall comply with all federal, State and local laws applicable to its
12 activities and obligations under the Agreement; and

13 D. It shall obtain, at its expense, all applicable licenses, permits, insurance,
14 and governmental approvals, if any, necessary to the performance of its obligations under the
15 Agreement. The City shall cooperate with the MDBC in its efforts to obtain such licenses,
16 permits, and governmental approvals.

17 **22. LIABILITY FOR LOSS OF DATA**

18 In the event of loss of any data or records necessary for the performance of the
19 Agreement where such loss is due to the negligence of the MDBC, the MDBC shall be
20 responsible, irrespective of cost to the MDBC, for recreating such lost data or records.

21 **23. REPRESENTATIONS**

22 A. Each party to this Agreement represents and warrants to the other that it
23 has full rights, power, and authority to execute this Agreement.

1 B. City represents and warrants to MDBC that no broker or finder has acted
2 directly or indirectly for the City in connection with this Agreement or the transactions
3 contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other
4 commission in respect thereof based in any way on the actions or statements of, or agreements,
5 arrangements, or understandings made with the City.

6 C. MDBC represents and warrants to City that no broker or finder has acted
7 directly or indirectly for the MDBC in connection with this Agreement or the transactions
8 contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other
9 commission in respect thereof based in any way on the actions or statements of, or agreements,
10 arrangements, or understandings made with MDBC.

11 **24. WAIVER**

12 The failure of either party hereto to enforce any of the provisions of this Agreement, or
13 the waiver thereof in any instance shall not be construed as a general waiver or relinquishment
14 on its part of any such provision, but the same shall nevertheless be, and remain in full force and
15 effect.

16 **25. RULES OF CONSTRUCTION**

17 The captions or headings in this Agreement are strictly for convenience and shall not be
18 considered in interpreting this Agreement or as amplifying or limiting any of its content. Words
19 in this Agreement which import the singular connotation shall be interpreted as plural, and words
20 which import the plural connotation shall be interpreted as singular, as the identity of the parties
21 or objects referred to may require.

22 **26. RELATIONSHIP OF THE PARTIES**

23 The relationship between the City and MDBC shall not be that of partners or joint
24 ventures, and nothing contained in this Agreement shall be deemed to constitute a partnership

1 between them for any purposes. The City and MDBC in performing any of their obligations
2 hereunder, shall be independent contractors or independent parties and shall discharge their
3 contractual obligations at their own risk subject, however, to the terms and conditions hereof.

4 **27. SEVERABILITY**

5 If any term, covenant or condition contained herein is, to any extent, held invalid or
6 unenforceable in any respect under the laws governing this Agreement, the remainder of this
7 Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement
8 shall be valid and enforceable to the fullest extent permitted by law.

9 **28. COUNTERPARTS**

10 This Agreement may be executed in one or more counterparts, all of which taken together
11 shall constitute one and the same instrument.

12 **29. SUCCESSOR INTEREST**

13 This Agreement shall be binding upon and inure to the benefit of the parties and their
14 respective successors and assigns.

15 *[Signature Page Follows]*

16

EXHIBIT 1

FIBER SYSTEM

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SURFACE FEATURES/AERIAL UTILITIES - LINETYPES & SYMBOLS

	EXISTING FIBER (UNDERGROUND)		SCH (DOUBLE POST)
	EXISTING FIBER (AERIAL)		GAS VALVE
	DRAINAGE LINE		METER
	ELECTRIC LINE		HANDHOLE / VAULT
	GAS LINE		TELEPHONE HANDHOLE
	TELEPHONE LINE		POWER JUNCTION BOX/POSTAL
	SEWER LINE		TRAFFIC SIGNAL POLE
	CENTRALINE		LUMINAIRE / STREET LIGHT
	VISION LINE		UTILITY POLE
	EDGE OF PAVEMENT		R/R CROSSING SIGNAL
	STREAM, POND, LAKE		PROPERTY CORNER
	PAVEMENT		FOUND MONUMENT
	PROPERTY LINE & ROW		HANDICAP PARKING SPACE
	RAILROAD TRACKS		
	FENCE LINE		
	HANDHOLE		

	STATE HAND HOLE
	LEVEL 3 HAND HOLE
	DECIDUOUS TREE
	CONIFEROUS TREE
	SHRUB
	WETLAND SYMBOL
	WATER METER
	PIPE MONUMENT
	WATER VALVE
	WATER HANDHOLE
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	DRAIN / INLET

	PROPOSED FIBER (UNDERGROUND)
	PROPOSED FIBER (SP)
	PROPOSED FIBER (AERIAL)
	PROPOSED FIBER (THROUGH EX CONDUIT)
	PROPOSED FOOT HAND HOLE
	PROPOSED UTILITY POLE
	AERIAL STORAGE
	DOWN GUY
	S/W DOWN GUY & ANCHOR
	DOWN GUY & ANCHOR
	ANCHOR
	REDUCE GRADE POLE GUY
	RESET POLE

CONSTRUCTION SET

REVISED FOR
 State of Maryland - Doff
 45 Calvert St
 Annapolis, MD 21401

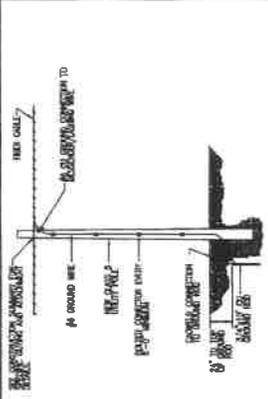
doti
 State Technology Solutions
 SOLIDRO SOLE

Date: _____
 Project No.: 72-1-1



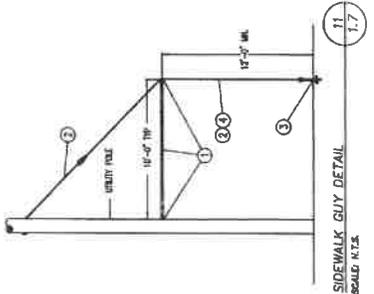
DESIGNED BY: _____	CHECKED BY: _____	DATE: _____
DRAWN BY: _____	REVISIONS:	DATE: _____
	DESCRIPTION:	

SHYLINE
 TECHNOLOGICAL SOLUTIONS
 6800 WASHINGTON BOULEVARD
 SUITE 400
 WASHINGTON, DC 20015
 WWW.SHYLINE.COM

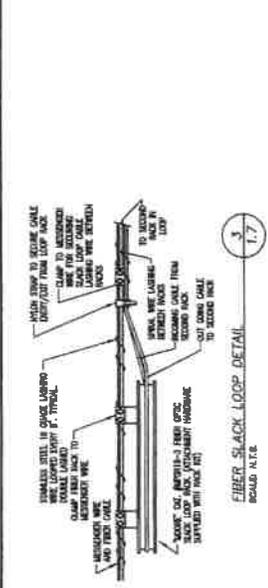


NEW POLE DETAIL
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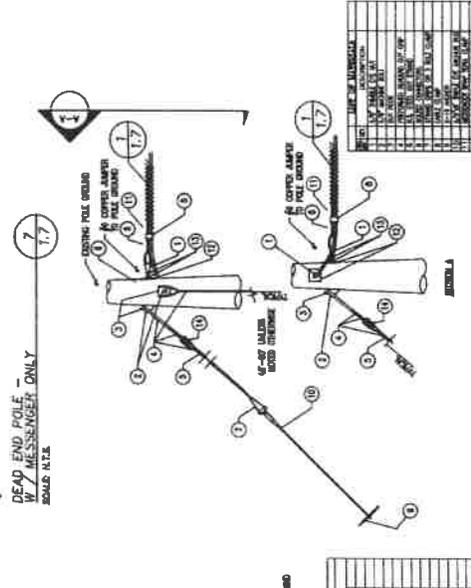


SIDEWALK GUY DETAIL
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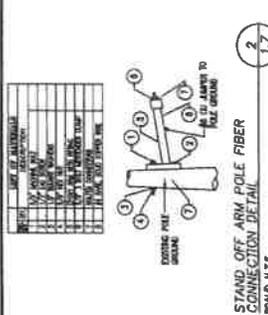


FIBER SLACK LOOP DETAIL
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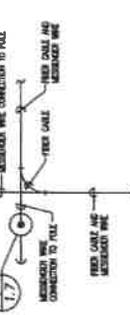
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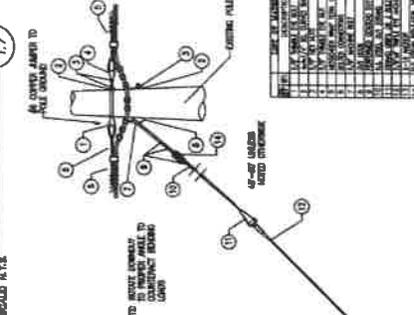
DEAD END POLE WITH MESSENGER ONLY
SCALE: N.T.S. 1.7



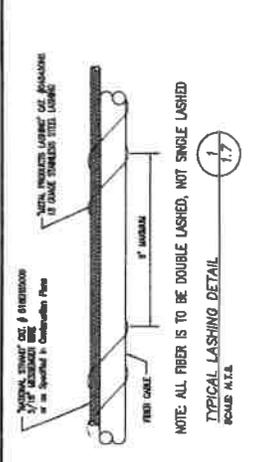
STAND OFF ARM POLE FIBER CONNECTION DETAIL
SCALE: N.T.S. 1.7



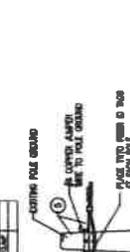
CORNER / DEAD END POLE
SCALE: N.T.S. 1.7



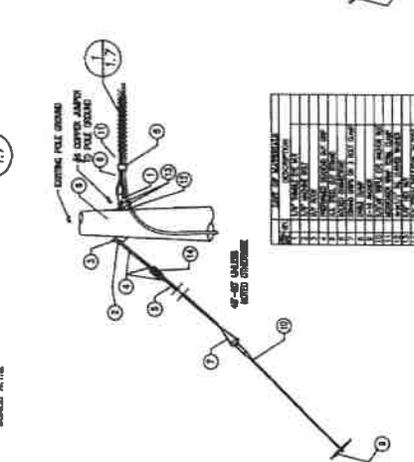
MEDIUM ANGLE POLE DOWNGUY DETAIL
SCALE: N.T.S. 1.7



TYPICAL LASHING DETAIL
SCALE: N.T.S. 1.7



TANGENT POLE FIBER CONNECTION DETAIL
SCALE: N.T.S. 1.7



DEADEND POLE DOWNGUY DETAIL
SCALE: N.T.S. 1.7

DESIGNED BY: S. CHAFFERS
CHECKED BY: H. BOWEN
DRAWN BY: H. CHAND
NOTES: NONE
DISCREPANCY: NONE

DATE: _____

REV: _____

PROJECT: _____

CONSTRUCTION SET

State of Maryland - Dept of General Services
Annapolis, MD 21401
SOLE AGENT: BOLENO BOLE
Date: _____
Drawing No: _____
Sheet: C

STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES
ANAPOLIS, MARYLAND 21401
PHONE: 410-261-1000
FAX: 410-261-1001
WWW.DGS.STATE.MD.US

CALL FOR THE SHINE SYSTEM
1-800-237-7777
1-410-261-1000

SHINE
1-800-237-7777
1-410-261-1000
WWW.SHINESYSTEM.COM

SITE CONDITIONS

THE ACTUAL LOCATION OF EXISTING CONDUIT AND CABLES MAY VARY FROM THE LOCATION SHOWN. THE WORK OF ANY DAMAGED CONDUIT CONTAINING CABLES SHALL BE MADE BY USE OF P.C. SPILT DIRT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES.

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AERIAL NOTES

- * AERIAL CONSTRUCTION AND FIELD TESTS TO BE PERFORMED TO ACCEPTABLE INDUSTRY STANDARDS.
- * ALL LOCATIONS OF A CABLE WILL BE RECORDED IN THE AS-BUILD.
- * (UNLESS SHOWN OTHERWISE) ALL UNARMED STRANDS WILL BE USED WITH THE APPROPRIATE HARDWARE, UNLESS OTHERWISE SPECIFIED.
- * 3-INCH PLAIN END GALVANIZED STEEL GIARD WILL BE USED WITH THE APPROPRIATE HARDWARE.
- * STAINLESS STEEL LARROW WIRE, 3/8-INCH DIAMETER WILL BE USED WITH THE APPROPRIATE HARDWARE.

NOTE: OWNER CONTRACTOR TO ADHERE TO MARYLAND STATE HIGHWAY ADMINISTRATION'S STANDARDS SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS (MSHA FORM) DATED JULY 1997.

PERMITS - EASEMENTS

PHYSICAL WORK SHALL NOT BE STARTED UNTIL THE GOVERNING AGENCY INSPECTOR AND THE CONTRACTOR HAVE OBTAINED ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY.

PLACING FOREMAN TO HAVE A COPY OF THE PERMITS/EASEMENTS ON SITE AT ALL TIMES. ANY CONFLICT BETWEEN WORK PERMITS SPECIFICATIONS AND SPECIFICATIONS SET FORTH UNDER THIS CONTRACT SHALL BE RESOLVED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY.

CONDUITS

CONDUIT WILL BE TAPE BOTH DIRECTIONAL BARS UNLESS OTHERWISE SPECIFIED. CONTRACTOR SUPPLIED MATERIALS SHALL CONFORM TO THE JURISDICTIONAL PERMIT AGENCY AND OWNERS SPECIFICATIONS. ALL CONTRACTOR SUPPLIED MATERIALS SHALL FOLLOW A CERTIFIED TEST REPORT CLEARLY STATING THAT THESE SUPPLIED MATERIALS COMPLY WITH ANY SUCH SPECIFICATION.

CONDUIT IN LOGGERS BROOM ON PROBLETS WITH MINIMUM COVER OF 60" ON BWA ROAD CROSSINGS AND A MINIMUM OF 30" ON BWA & COUNTY RIGHT-OF-WAY. UNLESS OTHERWISE SPECIFIED. TOTAL LENGTH OF TRENCH OPEN AT ANY ONE TIME TO BE KEPT TO A MINIMUM.

CONDUIT IN LOGGERS BROOM ON PROBLETS WITH MINIMUM COVER OF 60" ON BWA ROAD CROSSINGS AND A MINIMUM OF 30" ON BWA & COUNTY RIGHT-OF-WAY. UNLESS OTHERWISE SPECIFIED. TOTAL LENGTH OF TRENCH OPEN AT ANY ONE TIME TO BE KEPT TO A MINIMUM.

UTILITY SERVICES

LANDSCAPE AREAS BEYOND BY REGULATION EXISTING SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION BY THE UTILIZATION OF TEMPORARY DIVERSIONS OF CONSTRUCTION WATER OR BY MAKING TEMPORARY REPAIRS TO THE DAMAGED TERRAIN TO ALLOW ITS SATISFACTORY OPERATION. ANY UTILITY DAMAGED BY CONSTRUCTION ACTIVITY SHALL BE RESTORED TO FULL SERVICE CONDITION AS SOON AS POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY.

LANDSCAPING

TREES AND SHRUBS TO BE REMOVED OR DAMAGED SHALL BE REPLACED WITH THE SAME SPECIES AND SIZE AS THE ORIGINAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY.

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TEMPORARY BACKFILL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY.

BACKFILL

BACKFILL OF CONDUIT TRENCH OR MANHOLE EXCAVATION SHALL BE 3/4" - 0 CRUSHED ROCK OR 1/2" LIME AND COMPACTED WITH MECHANICAL VIBRATING TYPE COMPACTION EQUIPMENT TO 95% OF STANDARD SPECIFICATION (ASTM D-1550 OR ASTM D-1586) UNDER ALL PAID SURFACES UNLESS OTHERWISE SPECIFIED. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE GOVERNING AGENCY.

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CONSTRUCTION SET

Project No. _____
 State of Maryland - Dept
 45 Convent St.
 Annapolis, MD 21401

Project Name: _____
 SCALE: NO SCALE

DATE: _____ SHEET: _____ OF _____

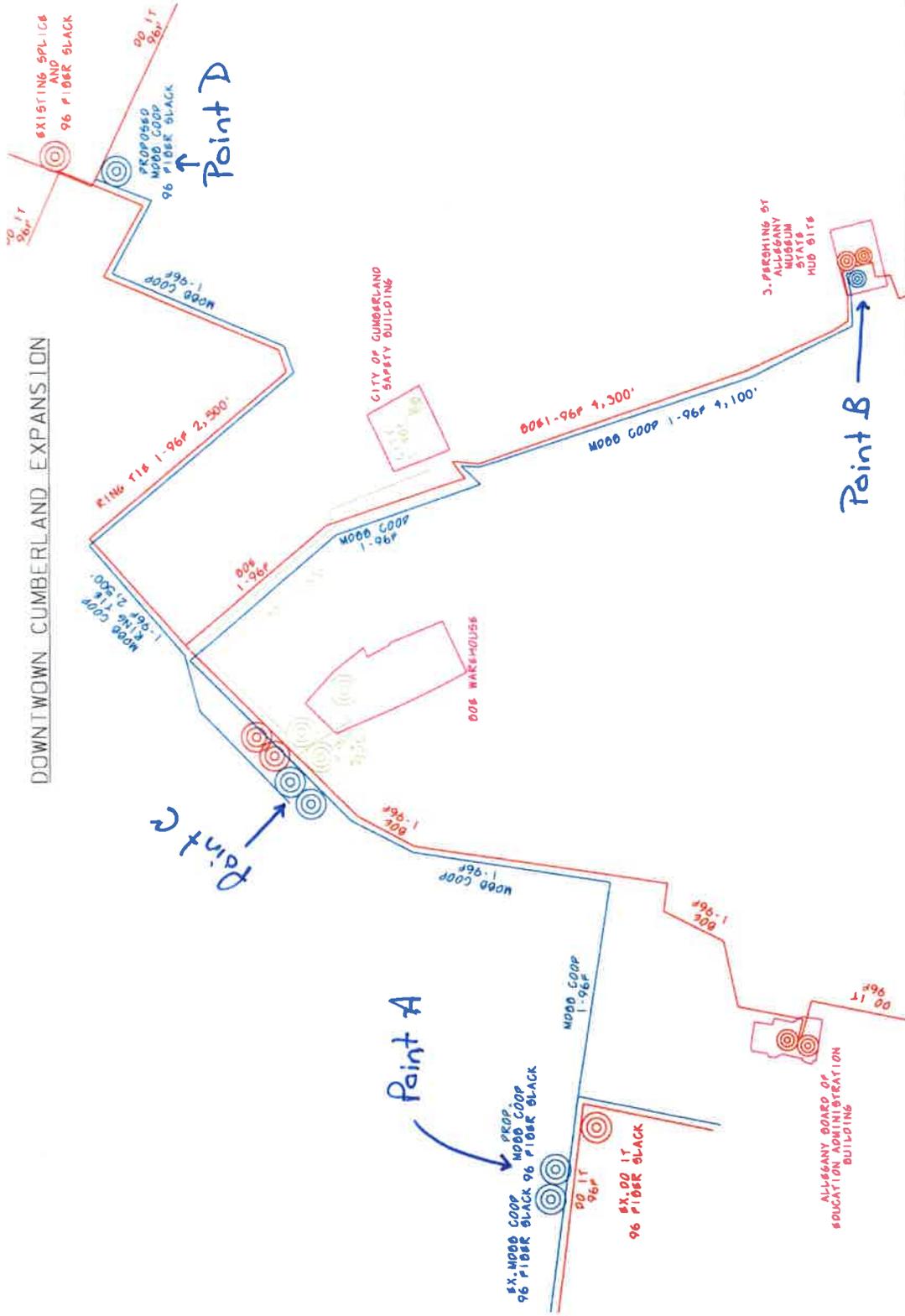


NO.	DESCRIPTION	REVISIONS	DATE

SKYLINE

TECHNOLOGICAL SERVICES
 4500 WASHINGTON BLVD
 GAITHERSBURG, MD 20878
 (301) 251-1111
 WWW.SKYLINE.COM

DOWNTOWN CUMBERLAND EXPANSION



SKYLINE
TECHNOLOGY SOLUTIONS
NO. LIMITS

FOR LOCATION OF UTILITIES
CALL 24 HOURS A DAY
1-800-237-7777
48 HOURS IN ADVANCE OF
ANY WORK IN THIS VICINITY

006 WAREHOUSE 1-100P 1,500'
CITY SAFETY BUILDING 1-100P 1,500'
RING TIE 1-96P 2,500'
WOOD COOP RING TIE 1-96P 2,300'
WOOD COOP 1-96P 4,300'

DESIGNED BY: BAYLINE/LES
DRAWN BY: LES
REV.:

ALLEGANY COUNTY BOARD OF EDUCATION AND THE CITY OF CUMBERLAND

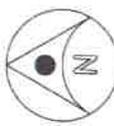
SITES THIS PROJECT:
CITY SAFETY BUILDING
BOE WAREHOUSE
BOE ADMIN. BUILDING
MUSEUM HUB SITE

CHECKED BY: E. DUNN
REVISION: DATE BY

006 ADMINISTRATION 1-96P 4,300'
RING TIE 1-96P 2,500'
WOOD COOP RING TIE 1-96P 2,300'
WOOD COOP 1-96P 4,300'

DATE: 12-30-15
SCALE: NA
CUMBERLAND SITES



	<p>FDR LOCATION OF UTILITIES CALL 24 HOURS A DAY 1-800-257-7777 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY</p>		<p>ALLEGANY COUNTY BOARD OF EDUCATION AND THE CITY OF CUMBERLAND</p>	<p>DATE: 12-30-15 SCALE: 1"=100' APP# 15-78 SHT 2 OF 4</p>
			<p>REVISION A: 11-13-15 ADD RIDE OUT NOTES</p>	<p>SITES THIS PROJECT: CITY SAFETY BUILDING BOE WAREHOUSE BOE ADMIN BUILDING MUSEUM HUB SITE</p>

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EXHIBIT 2

BILL OF SALE

The Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland acting by and through its Mayor and City Council (the **"Seller"**) and **MARYLAND BROADBAND COOPERATIVE, INC.**, a Maryland consumer cooperative corporation with its principal offices located at 2129A Northwood Drive, Salisbury, Maryland (the **"Purchaser"**) have entered into a Memorandum of Understanding contemporaneously herewith (the **"Agreement"**), whereby Seller has agreed to sell, assign and deliver to Purchaser, and Purchaser has agreed to purchase and acquire, certain assets. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

NOW, THEREFORE, Seller, for good and valuable consideration, as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys, assigns, releases, transfers and delivers to Purchaser, its successors and assigns, absolutely to have and to hold the same forever, subject however to all rights of reversion contained in the Agreement, all of Seller's rights, title and interest in and to, as well as good and marketable title to, the Fiber System, as defined in the Agreement and described in Exhibit 1 attached hereto, and Seller assigns to Purchaser all third party express or implied warranty rights relating to the construction of the Fiber System and materials incorporated into the Fiber System. This Bill of Sale is being executed and delivered as a condition to the Agreement and is expressly hereby made subject to and shall have the benefits of the respective representations, warranties, covenants, terms, conditions, limitation and other provisions of the Agreement.

Seller owns outright and has full legal right, title and authority to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser hereby shall have, good, valid and marketable title to and ownership of the Fiber System, free and clear of any and all liens, encumbrances or other restrictions of every kind, nature, description or character whatsoever, including, without limitation, the claims or liens of any back or taxing authority, and any and all claims or rights of others.

Purchaser shall quietly enjoy the Fiber System hereby sold, transferred, conveyed, assigned and delivered.

Seller further covenants and agrees that it will, from time to time, make, execute and deliver or cause to be made, executed and delivered all such other instruments, documents and other assurances as Purchaser may reasonably require to confirm or more effectively convey, transfer to and vest in Purchaser title to the assets described above.

This Bill of Sale shall be binding upon the Seller and its successors and assigns, and shall inure to the benefit of and be enforceable by Purchaser and its successors and assigns.

[Signature Page Follows]



Regular Council Agenda
February 5, 2019

Description

Order authorizing execution of a Memorandum of Understanding with MD Broadband Cooperative, Inc. pertaining to the construction of fiber optic infrastructure in the area of downtown Cumberland

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
February 5, 2019

Description

Letter from Megan Mertz, Race Director, requesting permission to hold the Outrun ALS 5-Mile Run and 1-Mile Walk on May 11, 2019 starting at 8:00 a.m. at Canal Place

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
February 5, 2019

Description

Letter from Sharon Ellsworth, Co-Race Director, requesting permission to hold the Fifth Annual ACAS Howards 25 K Run at 8:00 a.m. and Paws on the Pavement 5 K at 7:00 a.m. on August 18, 2019 beginning in Frostburg and running on the Great Allegheny Passage into Cumberland

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)