MAYOR	COUNCIL
Brian K. Grim	Nicole Alt-Myers
	Seth D. Bernard
CITY ADMINISTRATOR	David Caporale
Jeff Rhodes	Richard J. "Rock" Cioni
CITY SOLICITOR	**CITY CLERK**
Michael Scott Cohen	Marjorie A. Woodring

AGENDA

Mayor and City Council of Cumberland
City Hall Council Chambers
Room 212
6:15 P.M.

DATE 6/7/2016

***Pledge of Allegiance**

I. ROLL CALL

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Recognition of Police Chief Charles Hinnant for his service on the Board of Directors of the Maryland Municipal League

III. DIRECTOR'S REPORT

(A) Administrative Services

1. Administrative Services monthly report for April, 2016

(B) Public Works

1. Maintenance Division monthly report for April, 2016
2. Utilities Division monthly report for April, 2016

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of May 17, 2016

(B) Administrative / Executive

1. Approval of the Closed Session Minutes of April 19, 2016

V. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - to amend Section 2.03 (22) of the City Code to modify the definition of a "Boarding House / Hostel" and to change the zoning areas in which boarding houses and hostels are permitted

VI. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - providing for the FY17 City Tax Levy (Real Estate tax rate = $0.9654 per $100 of assessed value) (Personal Property tax rate = $2.648 per $100 of assessed value), expected revenues and utilization of restricted fund balance

2. Ordinance *(1st reading)* - providing for the annual appropriation for the FY17 General Fund

3. Ordinance *(1st reading)* - providing for the annual appropriations for the FY17 Special Purpose Funds

4. Ordinance *(1st reading)* - providing for the annual appropriations for the FY17 Water Fund

5. Ordinance *(1st reading)* - providing for the annual appropriation for the FY17 Sewer Fund

6. Ordinance *(1st reading)* - providing for the levy of a special ad valorem tax in the Shades Lane Development District for FY17 at the rate of $0.10 per $100 of real property assessable base

7. Ordinance *(1st reading)* - modifying Section 11-94 of the City Code entitled "Airguns, Slingshots, etc." to modernize the prohibitions pertaining to such and implement a permitting process for work performed in relation to wildlife damage control

8. Ordinance *(1st reading)* - authorizing the City Administrator to execute a deed conveying 25 properties on Baltimore Avenue and Waverly Terrace to Cumberland Neighborhood Housing Services

(B) Resolutions

1. Resolution supporting Allegany College of Maryland Foundation's application to the Maryland Department of Housing and Community Development regarding a program to provide tax credits to support scholarships and tuition assistance

2. Resolution - authorizing the issuance and sale to M&T Securities, Inc. of a series of General Obligation Bond Anticipation Notes designated as "Mayor and City Council of Cumberland Taxable Bond Anticipation Notes of 2016" to be used to finance or reimburse costs of the "Maryland Avenue Redevelopment Project," and setting forth certain terms and conditions of the sale

3. Resolution making a Declaration of Official Intent regarding the intent to reimburse from the proceeds of one or more obligations to be issued by the City prior expenditures made in connection with the CSO Storage Facility Project

(C) Orders (Consent Agenda)

1. Order authorizing the abatement of taxes and utilities for City-owned properties at Bishop Walsh Road (2013 Taxes - $852.77 / 2014 Taxes $859.21); 113 Independence Street (Utilities - $5,537.43) ; and 324 N. Waverly Terrace (Utilities - $1,177.53)

2. Order accepting the bid of Link Computer Corporation to provide a VOIP Telephony and Unified Communications System in the amount not to exceed $89,991.11

3. Order approving the execution of a Lease Agreement with Coach's Entertainment Enterprises, LLC t/a Mezzos for the use of public right-of-way in front of Mezzo's Restaurant at 114 S. Centre Street for dining and entertaining purposes for the period of July 1, 2016 through March 31, 2017

4. Order authorizing the execution of an Engineering Services Agreement with Whitman, Requardt and Associates (WR&A) to finalize contract documents and provide advertising/bidding phase services for Phase I of the CSO Storage Facility Project (01-10-WWTP) in an amount not-to-exceed $111,037

5. Order declaring a Moore Detacher Model 385 as surplus equipment and authorizing its sale or disposal

6. Order declaring a 1996 Jeep Truck (VIN: 1J4FJ28S8TL265299) as surplus and authorizing it for sale or trade-in

7. Order accepting the bid of Champion Energy to supply a 40-month fixed price electricity supply for the City's accounts in Pennsylvania (West Penn accounts) for the term of July, 2016 - November, 2019, pending final review of pricing and contract documents

8. Order accepting the bid of Constellation Energy to supply a 36-month fixed price electricity supply for the City's electric accounts in Maryland (Potomac Edison accounts) for the term of November, 2016 - October, 2019, pending final review of pricing and contract documents

9. Order authorizing the abatement of utilities charges for City-owned property at 447-449 N. Waverly Terrace

10. Order authorizing the Mayor to execute an "Assignment and Assumption Agreement" as Landlord of the One Frederick Street Garage, to authorize S&N Realty LLC to assign and transfer all of its right, title and interest in S&N's Parking Lease for the One Frederick Garage to EII Cumberland Associates, LLC

(D) Letters, Petitions

1. Letter from Karen E. Cresap, Cresap Society Archivist, advising of the upcoming 100th anniversary of The Cresap Society which will be celebrated over a three-day period of July 14th - July 16 in Cumberland, and requesting the use of the Riverside Park on the morning of Friday, July 15th to hold the official dedication of the Cresap family engraved bricks that were placed around the Cresap Monument at Riverside Park in 2012

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VIII. ADJOURNMENT

Regular Council Agenda
June 7, 2016

Description

Recognition of Police Chief Charles Hinnant for his service on the Board of Directors of the Maryland Municipal League

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
June 7, 2016

Description
Administrative Services monthly report for April, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

May 13, 2016

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for April, 2016

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of April, 2016.

Management Information Systems

Management Information Systems reports the following activities for the month of April, 2016:

Statistics

318 completed help desk requests
242 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with public works on combined vehicle maintenance software solution
- Continue to assist with CPD covert camera needs
- Continue to work with state on fiber connection to main city buildings (WWTP, Service Center, Public Safety Building)
- Continue implementing downtown WiFi solution
- Work with Tyler Technologies/New World Systems on ERP modules
- Receive bids for Voice Over IP Phone System

Analyze bids for copier replacement and maintenance

Parks and Recreation

Parks and Recreation reports the following information for the month of April, 2016:

Reservations for the six covered Pavilions at Constitution Park continue to be taken for the 2016 season. Rental Fees are $ 100.00 for the Large Pavilion and $ 75.00 for the Small Pavilion.
26_ Reservations were received in the month of April.
Usage of the Pavilions – Month of April – 5 pavilions reserved and used
1 Rental of the Activities Building April 21

Amusement Park Tickets received in Mid- April for sale – Major Amusement park tickets are sold at a reduced price; this is a fund raiser for the State Recreation Association – MRPA

The **Ball field Supervisor** seasonal employee began working to supervise the ball fields at Mason Sports Complex April 1. Restrooms are now open and cleaned on a daily basis for participants using the complex. (Weather permitting all other restroom facilities will be open and available for use on a daily basis Constitution Park, Cavanaugh and Jaycee fields)

Field and court usage for the month of April:
Middle School and College:
Allegany College of MD women's softball (Long Field)
Washington Middle School – Girls Softball (Cavanaugh & Mason Fields)
Spring Soccer Leagues:
Allegany Soccer Alliance
YMCA Youth Soccer League
Tennis Teams:
Bishop Walsh Girls – Mason Complex Courts
Bishop Walsh Boys – Park Courts
Practices
Dapper Dan League began practices at Long and Al Abrams Fields
The Girls Softball League began practices at Jaycee and Cavanaugh Fields
Adult Leagues at Mason Complex
Most Leagues began practice in April:
Christian League – (regular league play began April 25)
Coed Softball League (regular league play began April 11)
Industrial League – (regular league play began April 18)
1 Coed Softball Tournament (April 9)

School marble tournament play continues in local schools to determine school champions to participate in the City tournament May 9 –Girls, May 10 – Boys, at the Constitution Park Marble Ring area. Six Elementary and Middle schools are participating this year.

Co-ed Volleyball League - 9 teams, 65 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown. 3 weeks of tournament play in April concluded the league for the season. Attendance 95

Meetings attended:

- Regular Monthly Meeting of the Recreation Advisory Board -4/11/
- The meeting for Lunch program training was held in Columbia on April 19.
- Annual State MRPA Conference – April 12-14
- D.S.S. representatives related to Summer Day Camp participation
- Related to Pickle Ball Courts at Mason Complex

Areas of work

- Continue to coordinate league and field usage between leagues, maintenance, and department office.

- Park Pool 2016 season – continue to work with Amy Nazelrod. Summer Day camp program planning and interviews
- Summer Lunch program coordination
- Daily Pavilion reservation
- 68th Annual Battie Mixon Fishing Rodeo
- Outdoor movies in the park schedule
- "Sunday in the Park Concert Series"

Upcoming – for May

- Constitution Park Watchman begin work May 7 with weekends only until pool opening
- Pool season preparation – Pool opening set for Saturday May 28
- Staff meeting for pool staff Sunday May 21
- City Marble Tournament May 9 & 10
- Recreation Advisory Board May Meeting (May 2)
- 68th Annual Battie Mixon Fishing Rodeo – Saturday June 4
- Upcoming School visits to promote summer programs
- Day of Caring and Sharing Friday May 13
- Sunday in the Park Concert Series begins Sunday May 29 with The Potomac Concert Band

Community Development

The Community Development Department reports the following activities for the month of April, 2016:

CDBG activities

- CDBG final March draw, Mid-April draw, and Final April draw were completed
- Staff attended Bridges to Opportunity and Getting Ahead Trainings
- Provided t/a for Henderson Avenue PIP, Shiffaelly
- Distributed 2016 Income Guidelines for CDBG to Sub Recipients
- Created PowerPoint and Presented 2nd CDBG Public Hearing
- Reviewed and evaluated 11 Quarterly reports
- Created 2016 Annual Plan in IDIS, wrote 2016 narratives, data entry, created maps and completed HUD documents
- Processed sub recipient invoices-PASSED HUD's timeliness test; we spent $609,983.62 in CDBG from Sept 2015-April 2016.
- Created 2 sub recipient contracts for new activities
- Completed Environmental Reviews and Posted and Requested Release of funds for two major CDBG projects
- Created 18 new 2016 projects in IDIS
- Ordered and Received Community Betterment group supplies
- Participated in providing the Regional Fair Housing Outreach Event in FSU; City FH partially sponsored the event
- Provided technical assistance to new neighborhood group association and to the NAC
- Provided other CDBG technical assistance for new project; Section 106 -historic preservation issues

- Attended a series of HEROS e-tutorials HUD Electronic Environmental Review system

Community Services activities

- National Night Out-Cumberland planning continues with CPD and community partners.
- Completed permit review with MD SDAT re: construction values, 12/2015 – present.
- Attended MD DHCD w/BNI Housing Matters Seminar held in Frostburg, April 11.
- Continue working with homeowners and contractors on MD Community Legacy – Neighborhoods Matter code compliance grant. 1 outstanding façade project to be completed in May.
- Review with Allegany County Economic Development on former CDBG Micro Enterprise Grant program.
- Monthly updates to City website on NAC and Community Development/Permits & Rental Licensing webpages.
- Normal upkeep to NAC and NNO Facebook pages.
- Normal upkeep to Citywide www.Nextdoor.com utility app.
- Request for Information on Permits and plans research for 1 Frederick Street completed.
- Collection of $11,000 in past due rental licenses complete. 1 active rental property left unpaid. Citation to follow.
- Arranged outreach for WMHS reps to attend various neighborhood association meetings concerning Aetna granted Community Gardens within City.
- Attended MMT Board meeting, April 18
- Attended SCBCA meeting, April 12. Attendance 45.

Code Enforcement

Nuisance & Junk Vehicle Complaints		Property Maintenance Complaints		Building Code Complaints	
Received:	07	Received:	01	Received:	0
Corrected:	01	Corrected:	00	Corrected:	0

Housing Code Complaints		Zoning Complaints	
Received:	00	Received:	00
Corrected:	00	Corrected	00

Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received:	05	Received:	73	Received:	1
Issued:	03	Issued:	73	Issued:	0

Occupancy Permit	
Received:	11
Issued:	05

Item # 2

Housing Inspections

Conducted: 35
Passed: 35

Revenue

Building Permits:	$ 2,102.00
Miscellaneous Permits:	179.00
Occupancy Permits:	285.00
Utility Permits:	00.00
Reviews, Amendments, and Appeals:	300.00
Rental Licenses:	11,000.00
Paid Inspections:	00.00
Municipal Infractions:	00.00
TOTAL	$13,866.00

Demolition Permit (Bonds)	$ 00.00

Code Enforcement Activity

- Delivered 90 Door Hangers
  - Successes not reported by staff
  - undermined success rate
- 22 Newly Opened Cases
  - 20 Nuisance
  - 2 Property Maintenance
- Action Plans Received to Resolve Property Maintenance Issues
  - 8
- 27 Citations Issued
  - 8 Nuisance
  - 19 Property Maintenance
- 0 Cases Adjudicated to District Court
  - 0 Nuisance
  - 0 Property Maintenance
- 8 Cases Heard in District Court
  - 4 Nuisance
  - 4 Property Maintenance
- 2 Bi-weekly Community Development Coordination meeting were conducted
  - Excellent rental license outcome with only one landlord not paying. Final collection was due to rental units being posed with a notice to tenants.
- 2 Bi-weekly Code Enforcement meeting were conducted
  - Concentrating on focus and monitor groups
  - Focusing on the resolutions to problem cases
  - Continuing to attempt motivation of Code Enforcement staff
  - Continue working with Engineering to implement the GIS complaint tracking system
- Continuing to concentrate code enforcement efforts in targeted neighborhoods. Completion of sectioning code enforcement neighborhoods into quadrants for better intimacy by enforcement personal .
- Continued door hangers as an initial form of contact with citizen.
- One (1) demolition was conducted this month – 316 Baltimore Avenue.
- Several commercial projects in various stages of development .

- One new single family home under construction on Hanover Street has slow progress due to weather.
- One (1) new single family dwellings permitted at "The Pointe", one (1) additional permit pending in that development.
- Sleep Inn continues progressing.
- Permit issued for new Sheetz on Greene St. Demo of Fox's complete.
- Allegany High School permit application completed. Construction to begin in May.
- Expansion of South Cumberland Library in the works awaiting bidding process and contractor information.
- Roy Rogers plans received, demo of restaurant completed. Work will begin in April.

Historic Planning/Preservation

The Cumberland Historic Preservation Commission met on Wednesday April 13, 2016 at 4pm in the City Hall Council Chambers. Four new applications for a Certificate of Appropriateness were approved as were three requests to amend the approval of three existing Certificates of Appropriateness as follows:

CERTIFICATES OF APPROPRIATENESS - CONSENT AGENDA

A. 36 Queen City Drive – Hookah Plus – Victoria Mrabet

B. 80 Baltimore Street – M&M Bake Shop – Jessica Harding

C. 82 Baltimore Street – Baltimore Street Grill – Jessica Harding

CERTIFICATES OF APPROPRIATENESS

A. 22-26 Greene Street (Change/Amend COA#753) – Robin Vereen

B. 55 Baltimore Street – Sandi Saville – Downtown Development Commission

C. 42 Baltimore Street – Sandi Saville – Downtown Development Commission (Change/Amend COA#750)

D. 23 North Centre Street – Centre Street Parklet – Jennifer Light – Downtown Development Commission

An additional Certificate of Appropriateness was approved administratively for a project at:

184 North Centre Street

The following Section 106 reviews were processed in April:

601 Henderson Avenue

A Community Legacy compliance review was prepared and submitted to DHCD for 80-82 Baltimore Street.

On April 7th, the Historic Planner/Preservation Coordinator attending the "Beyond the Map: A Path Towards Resiliency, A Multi-Hazard Approach which was held at the Allegany County EOC. Among the topics covered was a session by the Maryland Historical Trust on an approach to hazard mitigation for historic and cultural resources.

A Certified Local Government subgrant request was submitted to the Maryland Historical Trust by the April 29th deadline to undertake additional local historic and cultural survey work. The request included the preparation of an individual National Register of Historic Places nomination for the Jane Gates house at 515 Greene Street, a district nomination

for the Canada Viaduct district, and an update of the 1976 Keller Report through the preparation of Maryland Inventory of Historic Properties survey forms. Additionally, the annual Certified Local Government Educational Set Aside application was submitted that provides funding for training for the Historic Preservation Commission and its staff.

The Historic Planner, DDC Executive Director, and Engineering Department staff held a pre-bid meeting for the Centre Street Parklet project on April 11th. Four contracting firms were represented.

An Upper Story Redevelopment program application workshop was held by the Historic Planner and CEDC staff on April 11th. Several prospective applicants attended the meeting. Although the workshop was not mandatory, staff encouraged potential applicants to attend in order to learn more about the application process, assistance in learning how to best plan for their project, as well as to obtain an overview about other incentive programs of which they could be eligible to participate. Applications are due by June 2nd.

The Historic Planner and the CEDC's Executive Director led a workshop targeted to Realtors for Allegany College Continuing Education on April 19th. Staff provided an overview of incentive programs available for historic preservation and economic development.

Routine grant administration reports were submitted to the Maryland Historical Trust, and Department of Housing and Community Development.

Additional planning took place related to the May 13th Youth Summit event. This event will involve a service learning project at Canal Place, a ride on the Western Maryland Scenic Railroad, a hands on preservation trades experience and additional interpretive activities. Approximately 200 students are expected to participate in all or portions of the activities that day.

Comptroller's Office

The Comptroller's office reports the following information for the month of April, 2016:

Cash Flow:
Attached for your review is a Cash Flow Summary for the month of April 2016.

On April 1, 2016 the City had a cash balance of $4,374,743. During April 2016, there were debt payments totaling $1,188,634. The cash balance at April 30, 2016 was $2,939,523.

As of April 30, 2016, the significant balances are:

Taxes receivable (General Fund) $ 1,970,886

	March Balance	April Balance	Collections
FY 2016	$ 1,139,418	$ 991,891	$ 147,527
FY 2015	535,916	490,678	45,238
FY 2014	80,603	70,035	10,568
FY 2013	35,962	35,710	252
FY 2012	36,343	36,343	-
FY 2011	51,771	51,771	-
Prior FY's	294,458	294,458	-
	$ 2,174,471	$ 1,970,886	$ 203,585

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

Real property (non-owner occupied)	$ 518,981
Non-Corp Personal Property	7,322
Corporate Personal Property	74,357
Real Property (semiannual payments)	373,306
Real Property (Half Year)	17,925
	$ 991,891

Accounts Payable: $ 36,057
(This excludes upcoming debt service payments and payroll.)

Payroll expenses for the upcoming month are an estimated $1,100,000.

Balance 4/1/2016	$ 4,374,743	$ 6,431,657
Add:		
Cash Receipts	3,739,466	2,008
Investment Transfer	270,000	(270,000)
Less:		
Disbursements	(5,444,686)	
Balance 4/30/2016	$ 2,939,523	$ 6,163,665
Restricted	$ 960,045	$ 288,538

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

Capital Projects and Associated Debt

The table below illustrates balances of invested and available bond proceeds associated with capital projects.

Restricted Cash

	4/1/2016	Interest	Utilization	4/30/2016
Police Seizures	$ 281,543	$ -	$ 2,512	$ 279,031
Bowers Trust	91,395	-	-	91,395
Restricted Lenders	106,341	-	-	106,341
GOB 2008	470,599	38	-	470,637
Other	12,641	-	-	12,641
	$ 962,519	$ 38	$ 2,512	$ 960,045

Restricted Investments

	4/1/2016	Interest	Utilization	4/30/2016
DDC	$ 6,591	$ -	$ -	$ 6,591
GOB 2008	203,476	-	-	203,476
GOB 2013	348,105	366	270,000	78,471
	$ 558,172	$ 366	$ 270,000	$ 288,538

Available Bond Proceeds

	4/1/2016	New	Utilization	4/30/2016
CDA 2014	$ 2,323,912	$ -	$ -	$ 2,323,912
CDA 2015	2,883,167	-	-	2,883,167
	$ 5,207,079	$ -	$ -	$ 5,207,079

The GOB 2008 restricted cash is restricted for street improvement capital projects. The balance of restricted cash accounts are to be utilized for a variety of purposes.

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 2008 bond proceed investments are earmarked for street repair projects and should be fully utilized by June 30, 2016.

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs. Ordinance # 3794 authorized the temporary use of up to $1,746,000 of the unexpended proceeds of the City's the GOB 2013 proceeds to meet temporary cash requirements of the "Maryland Avenue Redevelopment Project" (MARP). $1.5M was available after the completion of the Memorial Hospital demo project. Through the end of April the City transferred $1.42M of these funds to the Cumberland Economic Development Corp (CEDC) for the MARP. An additional $500K was transferred out of operating cash to the CEDC for MARP requirements.

Ordinance # 3794 authorized the issue of up to $2.5M in general obligation bonds associated with the MARP. A solicitation went out in early March which did not generate any bids. We are working with Davenport & Company on a private placement and have requested the funding level to be increased to $3.5M to provide for the rapidly moving project and delays in funding assistance from outside City participants. Ordinance #3795 increasing the amount authorized for MARP was passed on May 17th and is expected to be official on June 16th. Assuming the ordinance becomes official on June 16th we expect to have the funding in-place by June 30, 2016. The funds associated with this new debt will be utilized to replenish the GOB 2013 proceed investments for street repairs, offset the $500K in additional General Fund transfers and provide funds for continuance of the project.

CDA 2014 and 2015 bond proceeds are intended for a variety of General, Water and Sewer Fund projects and are available to be drawn as required.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
June 7, 2016

Description
Maintenance Division monthly report for April, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
April 2016

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
APRIL 2016

- POTHOLES AND COMPLAINTS
  - Potholed 5 days using approximately 3 ton of cold mix.
  - Potholed 19 Streets and 15 Alleys using approximately 50 ton of HMA.

- UTILITY HOLE REPAIR
  - Completed 8 Water Utility Hole Repairs using 2 CY of concrete and 7 ton of HMA.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 6 Traffic Control Signs.
  - Installed/Repaired 1 Street Name Sign.
  - Placed Traffic Control to close Washington Street Bridge on 4/8/16.

- STREET SWEEPING
  - Swept 153 curb miles (approx. 48 cubic yards of debris).
  - Hauled 70 tons to Landfill.

- MISCELLANOUS
  - Completed 15 Service Request.
  - Excavated and re-installed rip rap ditch @ Seton Drive.
  - Worked with Columbia Gas Transmission to install underdrain and do 9 ton permanent patch at Seton Drive.
  - Completed work at Harding/Oakland; installed new guardrail, built stabilizing wall and installed HMA to change radius.
  - Repaired sidewalk at the bottom of steps from Lamont to Cresap.
  - Tree work 2 days.
  - Cleaned Baltimore Street Underpass 1 time.

STREET MAINTENANCE - APRIL 2016		4/1-4/2	4/3-4/9	4/10-4/16	4/17-4/23	4/24-4/30	TOTAL
SERVICE REQUEST COMPLETED		1	2	5	2	5	15
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY			1			1
UTILITY HOLES REPAIRED	WATER		1	2	5		8
	SEWER						0
	CY		0.75	0.75			2
	TONS			1.5	5.5		7
POTHOLES FILLED	STREETS			5	4	10	19
	ALLEYS			6	6	3	15
	DAYS	1	3	1			5
	Cold Mix	x	x	x		X	0
	TONS			15.5	16.0	18.5	50
PERMANENT PATCH	CY						0
	TONS				9		9
COMPLAINTS COMPLETED				3			3
	CY						0
	TONS			14			14
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					6		6
STREET NAME SIGNS REPAIRED/INSTALLED					1		1
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED				1		1
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS		4		8		12
	MILES		65		88		153
SWEEPER DUMPS HAULED TO LANDFILL	TONS	22.0		23.9		24.0	70
SALT BARRELLS - PICK UP	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS			1		1		2
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days				1	2	3
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads						0

Ditch Work on Seton Drive & Crest - 4/5-4/8 20.14 Tons of Rip Rap

Closed Washington Street Bridge - 4/8/16

Completed work at Harding/Oakland - Wall built, guardrail installed and blacktop, completed 4/12/16

Repaired sidewalk at Lamont St Steps 4/13/16

Underdrain installed on sexton drive 4/20/16

Set up traffic control to close Waverly Terrace for Fence Installation

Worked with Belt on 4/25 (2 hrs. OT) setting up traffic control for detour for waterline work

Item # 3

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
APRIL 2016

- Constitution Park
  - Cleaned up garbage, bathrooms and pavilions 3 time/week.
  - Cut grass in Park and Long Field.
  - Hauled garbage from Park to Landfill.
  - Re-built ball wall for tennis courts.
  - Cleaned up casino for opening of pool.
  - Completed cleaning of pool liner.
  - Installed fountain in duck pond.

- Mason Complex
  - Cleaned up garbage 3 time/week.
  - Lined Fields as per schedule.
  - Cut grass.

- Abrams, Cavanaugh and JC
  - Cleaned up garbage and bathrooms 3 time/week.
  - Cut grass.
  - Seeded and mulched out field at Cavanaugh.
  - Rolled water off Cavanaugh
  - Maintain, line and drag JC and Cavanaugh Fields as per schedule.

- Miscellaneous Work
  - Continue to maintain, cut grass and pick up garbage at parklets and other areas.

Parks and Recreation								
Field Work								
April 2016								
		Line		Spike		Drag		General Cleanup Prior to Season
Flynn		11				4		
Nonnennmann		5				3		
Northcraft		5				3		
Bowers								
Galaxy		2						
United		2						
Nonnennmann SF								
Bowers FB								
Tigers Practice								
Long		1				1		
Cavanaugh		8				3		Roll water off Cavanaugh 4/29/16
JC		4				1		
Abrams						1		

Parks and Recreation Department					
Grass Cutting					
April 2016					
		P&R			Seasonals
Fairmont		1			1
Ridgedale		1			1
Springdale		2			1
Mason		8			1
Park		4			1
Long		3			1
Cavanaugh		2			1
Smith Park		2			1
Vets Park		1			1
Pine Ave		1			1
JC		2			1
Valley St Parklet		2			1
Abrams		3			1
Washington HQ		1			1
Sundial		1			1
Lucys Park		1			1
MCS					1
Evitts Creek		1			
Boat Ramp		1			
Davidson 332-334					
Mullen		1			1
500 Block of Maryland Ave.		1			1
14 Somerville in Rear		1			1
Old HRDC		1			1
Rolling Mills Parklet		1			1
Goethe					
Pistol Range		1			

Parks and Recreation Department
Miscellaneous Work
April 2016
Hauled material to landfill (0.92 tons) - 4/5/16
Tree work at JC - 4/7/16
Built new ball wall for Park tennis courts - 4/7/16, 4/14/16
Worked on Casino - 4/7/16, 4/11/16
Worked on Centre Street Playground - 4/8/16
Began cleaning pool - 4/12/16 – 4/14/16
Spread mulch at Springdale
Put fountain in duck pond
Completed cleaning pool
Seeded and mulched Cavanaugh - 4/28/16

Fleet Maintenance
April 2016

Total Fleet Maintenance Projects	**163**
Street Maintenance	43
Snow Removal	0
DDC	0
CPD	34
Water Distribution	18
P & R Maintenance	12
CFD	10
Sewer	9
Code Enforcement	1
Flood	0
PIP	0
WWTP	0
Engineering	0
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	0
Public Works	4
Water Filtration	1
Small Engine Repairs	0
Scheduled Preventive Maintenance	23
Field Service Calls	8
Total Work Orders Submitted	**21**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
June 7, 2016

Description
Utilities Division monthly report for April, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Cover Memo

Item # 4

CITY OF CUMBERLAND

UTILITY DIVISION AND MONTHLY REPORTS

April 2016

Sewer & Flood Monthly Report - Apr 2016

Sewer

2,071	Ft. Sewer Mains flushed
1	Sewer main repaired:
	200 Wilmont Avenue
7	Catch basins cleaned
2	Catch basins repaired:
	Valley Street @ Centre Street (2)
346	Ft. Sewer Mains televised
240	Ft. Sewer Lines televsied
5	Overflows checked
	Installed manhole risers on Centre Street Paving Project
	Assisted Water Department at four (4) work sites hydro excavating
	Confined Space Entry Training

Flood

Test run station pumps

Check C. S. O. Stations

Worked on doors at Mill Race and Viaduct station

Repaired bypass gate at Ridgeley Station and Gate Operators

Mowed thirty (30) acres

Equipment maintenance

Confined Space Entry Training

WATER DISTRIBUTION

Utilities Activity Report for April 16

REQUEST	W/E 4/8/16	W/E 4/15/16	W/E 4/22/16	W/E 4/29/16	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	9	16	14	9	48
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	2	2	3	3	10
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	5	2	3	4	14
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	23	6	13	6	48
REPAIR WIRING/GET READING	1		4	1	6
ORANGE TAG FOR REPAIRS	3			1	4
YELLOW TAG FOR H/L USAGE/APPT				1	1
RED TAG FOR SHUT OFF					0
TURN WATER ON	54	28	53	48	183
TURN WATER OFF					0
NONPMT/BAD CK/AGREE SHUT OFFS	34	34	52	41	161
SHUT OFF RECHECKS	45	57	58	22	182
PULL METERS - READS/SPAC/WR OFF				1	1
PUT METERS BACK ON LINE/READS			1		1
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS	1				1
INSTALL COUPLERS/PLUGS/LOCK					0
NEW METER/DIAL	8	6	4	3	21
METER TESTS-Residential	1				1
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out			1		1
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED	66	1			67
PRESSURE CHECK/NO WATER					0
MOVE METERS OUTSIDE/READINGS	3		1		4
Smartpoint change outs/New installs	5	2	3		10
Replace smartpoint antenna					0
REPAIR/REACTIVATE/MOVE SPs	3		1		4
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	6	1	1		8
HYDRANT/IRRIGATION METER					0
Pipe Technicians					
LINE LOCATOR	65	57	59	74	255
TAPS SERVICED	4	2	2	1	9
LEAKS REPAIRED	1		1		2
SEED & STRAW IND BLVD (LEAK)	3				3
CHUCK VALVE @ FT CUMB HOMES	3				3
LISTEN ON BROWN AVE TANK LINE	3				3
1058 BW DR - INSTALLED BACKFLOW	3				3
REMOVED HYD @ SHRINE CLUB		4			4
FLUSHED HYD NEAR 309 PULASKI (DIRTY)		3			3
LEAK INVESTIGATION - CTR ST		3			3
CHECKED VALVES FOR 4/26 SHUT DOWN		3			3
FOUND 16" MAIN - BALT ST @ MECH ST		7			7
PREPPED FOR SHUT DOWN (GREENE/WASH)			3		3
CLEANED WAREHOUSE/TOOLS			2		2
FLUSHED HYD - POTOMAC ST			2		2
ARROWHEAD TRAIL - CK FOR NEW SERVICE			2		2
SEDGEWICK/WILLS CREEK - MARKED LINES			2		2
RAISED BX @ 911 LEXINGTON				3	3
COLD MIXED 141 W THIRD & MEZZOS				3	3
WASH ST @ BALT ST - WORK WITH BELT				10	10
BALT ST - DUG UP 16" MAIN FOR VALVE				4	4
					0
					0
					0
					0
					0
					0
					0
					0
					0
Watershed					
Cleared trees from roads around dams					
Went to Somerset to order material					
Moved equipment for street dept.					
Went to Somerset to ppick up material					
Helped 309 locate air valve					
Removed trees from fire lines					
Moved equipment for street dept again					
Located lines for valve repair					
Cold mixed around plates					
Went to Somerset to get baclhoe pin					
Took backhoe from woods back to dam					
Checked and worked on air valves - AES line (several days)					
Installed new air valve on 16" AES line					
Unloaded truck of pipe for downtown leak repair/shut down scheduled for 4/26					
Meter Box - Lowell Ave					
Turned over steel plate on Greene & Washington					
Assisted 306 with valves uptown					
Assisted Keith with meter at Crossroads					
Removed trees from fire line					
Helped 306 with crane truck					
Took mini excavator to Harrison St					
Marked valves for Greene & Washingtn St repair					
Went over valve winding machine with Rich					
Fixed keybar for Bob					
Took excavator to American Rent All for repair					
Shut down valves for Belt					
Picked up excavator from American Rent All					
Worked with Belt on Washington St					
Assisted 306 with installing new valve on Mechanic Street					
Put tools away, returned cones to street dept., unloaded steel plates off crane					
Worked on valves on Centre & Mechanic Streets					
Projects					
Projects -					0
WEEKLY TOTALS & GRAND TOTAL					1105

ADDITION TO UTILITIES MONTHLY REPORT FOR WATERSHED

By Paul Eriksson, Natural Resources Specialist

The spill notification signage has been completed along US 220 through the Cumberland Valley Township. Penn DOT will be adding them to their data base of signage, so if one of the signs gets damaged, they will replace it.
There are fourteen (14) signs installed.

Regular Council Agenda
June 7, 2016

Description
Approval of the Regular Session Minutes of May 17, 2016

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
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

MAYOR AND CITY COUNCIL OF CUMBERLAND
City Hall Council Chambers
Room 212
6:15 p.m.

DATE: May 17, 2016

***Pledge of Allegiance**

I. ROLL CALL

The meeting convened at 6:15 PM.

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, Richard Cioni, Jr.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Donald Dunne, Fire Chief; Captain Gregory Leake, CPD; Marjorie Woodring, City Clerk

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Recognition of Allegany High School students for their participation and advancement in the University of Maryland, Baltimore Campus (UMBC) Maryland History Day competition

Suzanne Wright, Chairwoman of the Historic Preservation Commission, discussed the purpose of the Maryland History Day competition sponsored by Maryland Humanities and described the selection process. Allegany High School teachers Tammy Twigg and Kimberly Sloane also spoke about the program and their students' involvement in the competition. The following individuals were presented Certificates of Recognition by the Mayor and City Council:

Allegany High School Instructor Kimberly Sloane for being selected the Patricia Behring Maryland High School History Day Teacher of the Year for 2016

Umailla Fatima, Melissa Magrath, and Barth Frankenberry, whose projects were selected to move on to the National History Day competition.

John Taube, Cosimos Cendo, and Christopher Reed whose projects were singled out for special recognition at Maryland History Day.

(B) Historic neighborhood research presentation by Youth Summit participants

Kathy McKenney, Historic Planner, advised that the Historic Preservation Commission and the City of Cumberland had created the first Youth Summit. The program had been funded by the MD Historical Trust's Certified Local Government subgrant and the City of Cumberland and had begun in the Fall of 2015. Ms. McKenney discussed the activities undertaken by the 8th grade student participants, including neighborhood site visits and a tour of the Footer Dye Works building. Each group of students then presented their research on Decatur Heights, The Dingle, Johnson Heights, and White Oaks. The students were presented a Certificate of Recognition and a book on local history from the Mayor and City Council. Students participating in the program included Samantha Adams, Nathan Ashby, Cyrrah Fisher, Keyaria Friend, Lillian McKenzie, Julie Persons, Peytyn Resseger, Garett Rugg, Emily Sponangle, John Toothaker, and Connor Ward.

(C) Presentation of the 2015 Annual Planning Commission Report by David Umling, City Planner

David Umling, City Planner, discussed the requirements for annual filing of a Planning Commission Report and reviewed key findings of the 2015 report. Mr. Umling stated that no building permits for new residences had been issued in 2015, 18 residential demolition permits to remove 20 residential units has been issued, an overall net housing stock decrease of 23 residential units had been experienced in 2015, and development patterns were supported by infrastructure improvements and were consistent with local and state plans. Mr. Umling advised that no major changes in current plans or the permitting process is necessary at this time.

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for April 2016

Item Action: Approved

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

(B) Fire

1. Fire Department monthly report for April 2016

Item Action: Approved

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

(C) Administrative Services

1. Administrative Services monthly report for March, 2016

Item Action: Approved

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

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the regular session minutes of May 3, 2016

Item Action: Approved

Motion to approve the minutes was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

V. PUBLIC HEARINGS

(A) Public Hearing - to receive comment on the proposed amendment to Section 2.03 (22) of the City Code to modify the definition of a "Boarding House / Hostel" and to change the zoning areas in which boarding houses and hostels are permitted

Mayor Grim convened the public hearing at 6:49 PM.

Mr. Rhodes advised that the intent of the proposed changes was not to eliminate boarding houses or hostels, but to put them in more appropriate locations and require them to be smaller so as not to interfere with the neighborhoods.

David Umling, City Planner, discussed past incidents with boarding houses related to overcrowding. He advised that staff had prepared a Zoning Text Amendment to limit the maximum number of units and tenants to four, prohibit boarding houses in R-U and G-I Zones, and allow them in the B-H Zone. The amendment had been reviewed by the Planning and Zoning Commission and had conducted a public hearing on March 14, 2016. Mr. Umling reviewed the procedural history that would allow for adoption of the amendments.

Mayor Grim opened the floor for public comment. No comments were put forth.

The public hearing adjourned at 6:52 P.M.

(B) Public Hearing to receive comment on the proposed FY17 Constant Yield Tax Rate

Mayor Grim convened the public hearing at 6:52 P.M.

Mr. Rhodes discussed the purpose of the Constant Yield Tax Rate. He stated that the City had seen a slight increase in tax revenue this year and would have to decrease the tax rate in order to equal the revenue that had been received last year. He stated that the policy over the past several years has been to accept the increases and decreases as they come without adjusting the rate. Staff was therefore recommending that the City reject the Constant Yield and hold to its current tax rates.

Mayor Grim opened the floor for comment. He encouraged Council to accept staff's recommendation to reject the Constant Yield. No additional comment was put forth.

The public hearing adjourned at 6:54 P.M.

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - amending and supplementing Ordinance No. 3793, passed December 15, 2015, to increase the amount of the General Obligation Bonds and Bond Anticipation Notes to finance, reimburse, or refinance costs of the Maryland Avenue Redevelopment Project from $2,500,000 to an aggregate principal amount not to exceed $3,500,000 each

Mr. Rhodes reviewed the Bond Ordinance, advising that the additional funding was being sought to cover unexpected costs associated with the Maryland Avenue Redevelopment Project due to the pace of property acquisition and the fact that the City purchased many of

the properties at costs in excess of their value.

SECOND READING: The Ordinance was presented in Title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third reading after comment was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

Mayor Grim called for questions or comments. Being none, the Ordinance proceeded to its final reading.

THIRD READING: The Ordinance was presented in Title only for its third reading and was adopted on a vote of 5-0.

ORDINANCE NO. 3795

(B) Charter Amendment Resolutions

1. Charter Amendment Resolution *(2nd and 3rd readings)* - to repeal and reenact Section 154 of the City Charter to increase the maximum threshold for local preference allowances to be 10% for businesses located in the city and 7% for businesses located in the county; clarifying the manner in which the preferences are implemented; and reducing the number of days required for public solicitation of bids

Mr. Rhodes reviewed the Charter Amendment Resolution advising that the proposed changes would increase the maximum thresholds for local preferences to 7% for County and 10% for City. An ordinance would be introduced at a later date to actually set the preferences at 5% for County businesses and 8% for City businesses.

SECOND READING: The Charter Amendment Resolution was presented in Title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third reading after comment was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 5-0.

Mayor Grim called for questions or comments. Being none, the Resolution proceeded to its final reading.

THIRD READING: The Charter Amendment Resolution was presented in Title only for its third reading and was adopted on a vote of 5-0.

CHARTER AMENDMENT RESOLUTION NO. 144

VII. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action:

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim entertained questions or comments.

Motion to withhold Item No. 5 and vote on it separately was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

Motion to approve Consent Agenda Items 1,2,3,4 and 6 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

Motion to approve Consent Agenda Item No. 5 was made by Councilwoman Alt-Myers,

seconded by Councilman Bernard, and was passed on a vote of 4-0 with Mayor Grim abstaining from vote.

1. Order authorizing the execution of an Art Easement Agreement with the Allegany County Commissioners regarding the placement of an art mural on the retaining wall on the western side of Canal Street; funding to be provided by CDBG and the Allegany Arts Council

   ORDER NO. 25,974

2. Order authorizing the execution of Art Easement Agreements for the placement of art murals at 18-20 S. Mechanic Street, 55 Baltimore Street, and 42 Baltimore Street for a period of 5 years with options for renewal; funding to be provided by CDBG and the DDC

   ORDER NO. 25,975

3. Order declaring City-owned property at 316 Baltimore Avenue to be surplus and accepting the proposal of adjacent property owners Edward M. and Frances L. Cook to purchase the lot for the assessed value of $1,500, and authorizing transfer to the Cooks after 20 days public notice

   ORDER NO. 25,976

4. Order accepting the sole source proposal of Queen City Business Systems to provide maintenance for six (6) Minolta copiers for a period of six (6) month at a cost not to exceed $14,190

   ORDER NO. 25,977

5. Order declaring certain City-owned parcels of land on Baltimore Avenue and N. Waverly Terrace to be surplus and authorizing conveyance of the properties to Cumberland Neighborhood Housing Services after 20-days public notice

   ORDER NO. 25,978

6. Order authorizing acceptance of an additional award amount not to exceed $56,983.00 for Safe Streets Grant MDSS-2016-1405; authorizing use of these funds for 1) the sole source purchase of a Mobile Field Lab, MFL-3000 Drug Identification Unit in the amount of $13,975 from CODA Devices, and 2) the purchase of two (2) Automatic License Plate Readers (ALPR) in the amount of $33,336.00 from The Selex ES Company

   ORDER NO. 25,979

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Mayor Grim provided information on the induction of Joe Maphis into the Mountain Maryland Performing Arts Hall of Fame that weekend, and encouraged all to attend the free concert Friday night and the induction ceremony on Saturday night.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:04 P.M.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
June 7, 2016

Description
Approval of the Closed Session Minutes of April 19, 2016

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 Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, April 19, 2016
5:00 p.m.

The meeting convened at 5:05 P.M.

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, and Richard J. "Rock" Cioni

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss personnel issues pursuant to the provision of the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1) was made by Councilman Bernard, seconded by Councilman Cioni, and was passed on a vote of 5-0.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government
- Section 10-508 (a) (1): To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals

TOPICS: Personnel issues

Minutes approved on: _____

Brian K. Grim, Mayor: _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
June 7, 2016

Description

Ordinance *(2nd and 3rd readings)* - to amend Section 2.03 (22) of the City Code to modify the definition of a "Boarding House / Hostel" and to change the zoning areas in which boarding houses and hostels are permitted

Approval, Acceptance / Recommendation

The first reading of the Ordinance was read and approved on April 19, 2016.

A public hearing on the proposed Ordinance was held on May 17, 2016.

☐ Budgeted

☐ 1st Reading
☑ 2nd Reading
☑ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND: (i) SECTION 2.03(22) OF THE CITY OF CUMBERLAND ZONING ORDINANCE FOR THE PURPOSE OF AMENDING THE DEFINITION OF A 'BOARDING HOUSE/HOSTEL' TO LIMIT THE NUMBER OF BEDROOMS AND NUMBER OF RESIDENTS ALLOWED IN A SINGLE DWELLING UNIT THAT IS USED FOR THAT PURPOSE; AND (ii) THE USE REGULATION TABLE SET FORTH IN SECTION 6.02 OF THE SAID ZONING ORDINANCE FOR THE PURPOSE OF PROHIBITING THE USE OF BOARDING HOUSES/HOSTELS IN THE R-U AND G-I ZONES AND PERMITTING THEM IN THE B-H ZONE."

WHEREAS, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, to amend it from time to time, and to provide for its administration and enforcement.

WHEREAS, the Mayor and City Council deem it necessary for the purpose of promoting the health, safety, morals, and/or general welfare of the City to amend the City of Cumberland Zoning Ordinance from time to time.

WHEREAS, overcrowding issues in a particular boarding house raised City staff's awareness of the lack of clarity in the Zoning Ordinance regarding the scale of such uses in residential neighborhoods and their appropriateness in certain zones;

WHEREAS, staff proposed amendments to the definition of "Boarding house/Hostel" set forth in Section 2.03(22) of the Zoning Ordinance in order to restrict the number of bedrooms and limit the number of residents allowed in a single dwelling unit used as a boarding house/hostel. Presently, the Zoning Ordinance does not contain such limitations.

WHEREAS, in considering the overcrowding issue, staff also considered whether the boarding house/hostel use is compatible with the other uses permitted in zones where this use is permitted. They determined that it is not compatible with the uses permitted in the R-U and G-I zones. Staff also determined that, although the use is not permitted in the B-H zoning district, it is compatible with the other uses permitted therein. Accordingly, staff proposed amendments to the Use Regulations Table set forth in Section 6.02 of the Ordinance which would prohibit the boarding house/hostel use in the R-U and G-I zones and permit it in the B-H zone.

WHEREAS, the City of Cumberland Municipal Planning and Zoning Commission held a public hearing on the subject matter of

this ordinance on the 14th day of March, 2016, and determined that it should recommend that the Mayor and City Council pass an ordinance adopting the amendments to the City of Cumberland Zoning Ordinance which were proposed by staff.

WHEREAS, notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on February 29, 2016 and March 7, 2016), the first such notice having been published at least 14 days prior to the hearing, as required by Section 15.04.02 of the Zoning Ordinance.

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on May 17, 2016, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on May 3, 2016 and May 10, 2016), the first such notice having been published at least 14 days prior to the hearing, as required by Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

WHEREAS, consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should approve the proposed amendments to the Zoning Ordinance.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 2.03(22) of the City of Cumberland Zoning Ordinance, as enacted by Ordinance No. 3648, passed on August 4, 2009, is hereby amended as follows[1]:

(22) Boarding House/Hostel: A building containing a single dwelling unit where lodging is provided **IN NOT MORE THAN FOUR (4) BEDROOMS** with or without meals (prepared using central/congregate cooking facilities for the entire building) ~~for two (2) or more~~ **TO NOT MORE THAN FOUR (4)** persons who are not members of the operator's family, and by prearrangement for definite periods of time and for

[1] Stricken out text denotes language stricken from the Zoning Ordinance. Bold print text denotes language added to the Zoning Ordinance. All changes are highlighted.

compensation, whether direct or indirect, but not to include group homes, rest homes or homes for the aged.

SECTION 2: AND BE IT FURTHER ORDAINED, that the portion of the Use Regulations Table set forth in Section 6.02 of the Ordinance applicable to Boarding houses/Hostels, is hereby amended as follows:

USE REGULATIONS TABLE

Key: P Permitted Use C Conditional Use P* Permitted only within cluster developments (pursuant to Section 9)											
USE DESCRIPTION	**R-E**	**R-S**	**R-U**	**R-O**	**B-L**	**B-H**	**B-CBD**	**B-C**	**I-G**	**G-C**	**G-I**
Residential											
....											
Boarding houses/Hostels			~~P~~	P	P	P	P			P	~~P~~
....											

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Regular Council Agenda
June 7, 2016

Description

Ordinance *(1st reading)* - providing for the FY17 City Tax Levy (Real Estate tax rate = $0.9654 per $100 of assessed value) (Personal Property tax rate = $2.648 per $100 of assessed value), expected revenues and utilization of restricted fund balance

Approval, Acceptance / Recommendation

- [ ] Budgeted

- [x] 1st Reading
- [ ] 2nd Reading
- [ ] 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

An Ordinance of the Mayor and City Council of Cumberland, Maryland, entitled, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE CITY TAX LEVY, EXPECTED REVENUES, AND UTILIZATION OF RESTRICTED FUND BALANCE FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017"

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the levy for the Fiscal Year 2017 for the City of Cumberland shall be as follows:

Property Taxes			
Real Estate (Full Value)	$ 858,692,645	@ $0.9654	$ 8,289,819
Personal Property			
Individual	1620657		
Corporation	78738217		
	80358874	@ $2.648	2,127,903
Penalties and Interest			420,000
Tax Credits			(190,000)
Total Tax Levy			$ 10,647,722
Other Revenues			
Other Taxes	364,423		
Licenses & Permits	180,000		
Intergovernmental	3,615,168		
Charges for Services	1,695,576		
Fines, Forfeitures & Interest	7,700		
Miscellaneous	465,700		
Transfers-in	3,035,574		
Capital Financing			
Total Other Revenue			9,364,141
Utilization of Restricted Fund Balance			2,514,000
Total Tax Levy, other revenue and restricted fund balance			**$ 22,525,863**

Item # 8

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

Passed this _____ day of June, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

Regular Council Agenda
June 7, 2016

Description
Ordinance *(1st reading)* - providing for the annual appropriation for the FY17 General Fund

Approval, Acceptance / Recommendation

- [ ] Budgeted

- [x] 1st Reading
- [ ] 2nd Reading
- [ ] 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and they are hereby appropriated for the respective purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, to-wit:

General Government	$	1,544,527
Public Safety		10,762,846
Public Works		2,869,259
Recreation		973,552
Community Development		1,299,313
Debt Service		1,665,305
Transfers-out		3,392,596
Total	**$**	**22,507,398**

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the fiscal year (June 30, 2017) if legally encumbered but shall continue in full force and effect until the encumbrance has been completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

Regular Council Agenda
June 7, 2016

Description

Ordinance *(1st reading)* - providing for the annual appropriations for the FY17 Special Purpose Funds

Approval, Acceptance / Recommendation

- [ ] Budgeted

- [x] 1st Reading
- [ ] 2nd Reading
- [ ] 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE APPROPRIATIONS FOR VARIOUS SPECIAL PURPOSE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective funds and purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, to-wit:

Housing Assistance	$	1,922,905
Downtown Development Commission		306,042
Community Development Block Grant		730,431
Police Grants		220,000
Community Legacy		200,000
TIF District - Shades Lane		35,900
Capital Projects		1,433,898
Street Improvement		3,267,613
Municipal Parking Authority		550,317
Trash Removal		1,359,797
Total	**$**	**10,026,903**

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the Fiscal Year (June 30, 2017) but shall continue in full force and effect until the project for which the appropriation has been made is completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2016.

_____
Brian K. Grim
MAYOR

Attest:

By:_____
Marjorie A. Woodring
CITY CLERK

Item # 10

Regular Council Agenda
June 7, 2016

Description
Ordinance *(1st reading)* - providing for the annual appropriations for the FY17 Water Fund

Approval, Acceptance / Recommendation

☐ Budgeted

☑ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE WATER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following operating budget is hereby appropriated for the respective departments and purposes of the City of Cumberland Water Fund for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, to-wit:

Water Administration	$	1,112,946
Water Distribution		2,755,369
Water Filtration Plant		1,776,864
Interest Expense		407,205
Principal Payments		938,080
Capital Expenditure		606,000
Total	**$**	**7,596,464**

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 24-86 of the Code of the City of Cumberland, and as the same may be from time to time amended, to produce sufficient revenue to enable the City of Cumberland to defray the cost of operating, maintaining, repairing and otherwise improving the Water System, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2017.

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

Passed this _____ day of June, 2016.

_____
Brian K. Grim
Mayor

Attest:

By :_____
Marjorie A. Woodring
City Clerk

Regular Council Agenda
June 7, 2016

Description
Ordinance *(1st reading)* - providing for the annual appropriation for the FY17 Sewer Fund

Approval, Acceptance / Recommendation

- [ ] Budgeted

- [x] 1st Reading
- [ ] 2nd Reading
- [ ] 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE SEWER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective departments and purposes of the City of Cumberland Sewer Fund for the Fiscal Year beginning July 1, 2016, and ending June 30, 2017, to-wit:

Wastewater Treatment Plant	$	6,737,758
Sanitary & Storm Sewer		1,475,700
Flood Control		602,192
Interest Expense		194,136
Principal Payments		767,175
Capital Expenditure		10,473,072
Total	**$**	**20,250,033**

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 27-9 of the code of the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Sanitary and Storm Sewer system, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2017.

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

Passed this _____ day of June, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Regular Council Agenda
June 7, 2016

Description

Ordinance *(1st reading)* - providing for the levy of a special ad valorem tax in the Shades Lane Development District for FY17 at the rate of $0.10 per $100 of real property assessable base

Approval, Acceptance / Recommendation

☐ Budgeted

☑ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE LEVY OF A SPECIAL AD VALOREM TAX IN THE SHADES LANE DEVELOPMENT DISTRICT AND RELATED MATTERS."

Whereas, the Mayor and City Council, pursuant to a Resolution adopted on September 21, 2004 (the "Resolution") and the authority of Sections 14-201 through 14-214, inclusive, of Article 41 of the Annotated Code of Maryland (the "TIF Act") and Section 44A of Article 23A of the Annotated Code of Maryland (the "STD Act" and, together with the TIF Act, the "Acts") established a contiguous area located within the City as both a "development district" (as defined in the TIF Act) and a "special taxing district" (as defined in the STD Act), and designated such area as the "Shades Lane Development District" (the "District"); and

Whereas, pursuant to Ordinance No. 3507, approved by the Mayor and City Council on October 5, 2004 (the "Ordinance"), the City authorized the issuance of special obligation bonds in an amount not to exceed $750,000 pursuant to the authority of the Acts in order to finance certain infrastructure improvements within or related to the District; and

Whereas, pursuant to the Ordinance and an Executive Order of the Mayor executed and delivered on April 21, 2005 pursuant to the authority of the Acts and the Ordinance, the City issued and delivered its Mayor and City Council of Cumberland Special Obligation Bond (Shades Lane Project), Series 2005 on April 22, 2005 in the original principal amount of $480,000 (the "Bond"); and

Whereas, the Ordinance provides that debt service on the Bond will be payable in the first instance from property taxes on real property located within the District representing the

levy by the City and County Commissioners of Allegany County (the "County") on the Tax Increment (as defined in the Resolution), and to the extent such incremental tax revenues prove insufficient, in the second instance from a special ad valorem tax or taxes levied upon property within the District; and

Whereas, it has been determined by City staff that revenues from taxes levied by the City and the County are and will be insufficient to cover debt service on the Bond and that it will be necessary to levy a special ad valorem tax on real property located within the District for the fiscal year beginning July 1, 2015 and ending June 30, 2016 at the rate of Zero Dollars and Ten Cents ($0.1000) per One Hundred Dollars ($100.00) of assessable base in accordance with the authority set forth in the Ordinance; and

Whereas, it has been determined that such special ad valorem tax should be set at a rate of Zero Dollars and Zero Cents ($0.00) per One Hundred Dollars ($100.00) of assessable base with respect to personal property located within the District.

Now, Therefore

Section 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CUMBERLAND, that in accordance with and pursuant to the authority of the STD Act and the Ordinance, for the fiscal year beginning July 1, 2015 and ending June 30, 2016, there is hereby levied a special ad valorem tax, at the rate of Zero Dollars and Ten Cents ($0.1000) per One Hundred Dollars ($100.00) of assessable base, on real property located within the District.

Section 2: AND BE IT FURTHER ORDAINED that in accordance with and pursuant to the authority of the STD Act and the Ordinance, for the fiscal year beginning July 1, 2015 and ending June 30, 2016, there is hereby levied a special ad valorem tax, at the rate of Zero Dollars

and Zero Cents ($0.00) per One Hundred Dollars ($100.00) of assessable base, on personal property located within the District.

Section 3: AND BE IT FURTHER ORDAINED, that the special ad valorem tax levied pursuant to the provisions of this Ordinance shall be collected and deposited by the City Treasurer or other appropriate official in the Shades Lane Special Taxing District Fund established pursuant to the Resolution, and shall be applied in accordance with the provisions of the STD Act, the Resolution, the Ordinance and the Financing and Bond Purchase Agreement dated as of April 22, 2005 entered into between the City and Susquehanna Bank, the purchaser of the Bond, in connection with the issuance of the Bond.

Section 4: AND BE IT FURTHER ORDAINED, that the appropriate officials of the City are hereby authorized and directed to take all action necessary to provide for the billing, collection and application of the special ad valorem tax relating to the District provided for in this Ordinance.

Section 5: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of June, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

#95087;10002.001

Item # 13

Regular Council Agenda
June 7, 2016

Description

Ordinance *(1st reading)* - modifying Section 11-94 of the City Code entitled "Airguns, Slingshots, etc." to modernize the prohibitions pertaining to such and implement a permitting process for work performed in relation to wildlife damage control

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND RE-ENACT WITH AMENDMENTS SECTION 11-94 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) ENTITLED 'AIRGUNS, SLINGSHOTS, ETC.' FOR THE PURPOSE OF MODERNIZING THE PROHIBITIONS PERTAINING TO WEAPONS OTHER THAN FIREARMS WHICH SHOOT PROJECTILES, PROVIDING A MORE COMPLETE LISTING OF THE WEAPONS SUBJECT TO ITS TERMS, AND IMPLEMENTING A PERMITTING PROCESS FOR PERSONS ENGAGED IN THE BUSINESS OF WILDLIFE DAMAGE CONTROL TO USE BB GUNS OR AIR GUNS IN THE PERFORMANCE OF THEIR WORK DUTIES."

WHEREAS, section 11-94 of the City Code prohibits the discharge of air guns and similar weaponry other than firearms which discharge projectiles. It also prohibits the possession of such weaponry upon the streets and alleys of the City.

WHEREAS, one of the purposes of this ordinance is to render section 11-94 inapplicable to bean shooters, slingshots and blow pipes and to extend its prohibitions to bb guns, paintball guns, airsoft guns, bows and crossbows so as to modernize its terms relative to the types of weapons which are more commonly utilized today and which present a public safety risk. The use of the newly added weapons is already prohibited by the terms of section 11-94; however, expressly listing them provides clearer notice of the applicable prohibitions.

WHEREAS, there have been an increasing number of incidents in the City and elsewhere where firearm replicas are being used in the commission of crimes. There was a recent incident where juveniles were apprehended for

discharging bb guns on City streets. The potential for police officers to use their service weapons in incidents where juveniles or others may inadvertently point the types of weapons which are the subject of section 11-94 at them will hopefully be limited by the amendments provided for under the terms of this ordinance.

WHEREAS, from time to time, the City receives requests from persons engaged in the pest control business (i.e., the holders of Wildlife Damage Control Permits issued pursuant to COMAR 08.03.15) to allow for their use of bb guns and air guns for pest eradication purposes. The amendments effected by this ordinance provide for a permitting process for such use.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that section 11-94 of the Code of the City of Cumberland (1991 Edition) be and is hereby repealed and reenacted with amendments, to read as follows:

Sec. 11-94. - Air guns, spring guns, etc.

No person shall discharge, fire or shoot any air gun, spring gun, bb gun, paintball gun, airsoft gun, bow or crossbow or any other similar contrivance manufactured and calculated to discharge any shot or missile within the city, and no person shall possess any such weapon upon any of the streets or alleys of the city; provided, however, that this provision shall not prohibit the discharge of a paintball gun or airsoft gun on any property where paintball and/or airsoft competitions are permitted by the property owner. Notwithstanding the foregoing, a holder of a Wildlife Control Permit issued pursuant to COMAR 08.03.15 may apply to the Chief of Police for a permit to utilize a bb gun or air

gun on a single day for bona fide pest control work-related purposes, provided the applicant is able to provide proof of satisfactory insurance coverage. The Chief of Police shall give due consideration to safety issues in determining whether to issue a permit or whether to impose conditions on its issuance.

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

SECTION 3: AND BE IT FURTHER ORDAINED, that the City Clerk shall cause the title of this Ordinance and the text after the introductory recitals to be published in the Cumberland Times-News for three (3) successive days, excluding Sundays.

Passed this ____ day of _____, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie E. Woodring, City Clerk

Dates of publication:

Sec. 11-94. - Air guns, ~~slingshots~~ spring guns, etc.

No person shall discharge, fire or shoot any air guns, ~~spring gun, blow pipe,~~ slingshot, ~~bean shooter~~ bb gun, paintball gun, airsoft gun, bow or crossbow or any other similar contrivance manufactured and calculated to ~~throw, sling, or~~ discharge any shot or missile within the city, and no person shall possess any such weapon upon any of the streets or alleys of the city; provided, however, that this provision shall not prohibit the discharge of a paintball gun or airsoft gun on any property where paintball and/or airsoft competitions are permitted by the property owner. Notwithstanding the foregoing, a holder of a Wildlife Pest Control Permit issued pursuant to COMAR 08.03.15 may apply to the Chief of Police for a permit to utilize a bb gun or air gun on a single day for bona fide pest control work-related purposes, provided the applicant is able to provide proof of satisfactory insurance coverage. The Chief of Police shall give due consideration to safety issues in determining whether to issue a permit or whether to impose conditions on its issuance.

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Regular Council Agenda
June 7, 2016

Description

Ordinance *(1st reading)* - authorizing the City Administrator to execute a deed conveying 25 properties on Baltimore Avenue and Waverly Terrace to Cumberland Neighborhood Housing Services

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING TO CUMBERLAND NEIGHBORHOOD HOUSING SERVICES, INC. CERTAIN SURPLUS PROPERTY CONSISTING OF 25 SEPARATE PARCELS OF REAL ESTATE ON BALTIMORE AVENUE AND WAVERLY TERRACE IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND."

WHEREAS, the City owns the following parcels of real property located on Baltimore Avenue and Waverly Terrace, in the City of Cumberland, Allegany County, Maryland (collectively, hereinafter referred to as the "Parcels"):

Map	Parcel	Tax ID #	Liber / Folio	Description
105	0020	22-007254	640/471	400-402 Waverly Terrace
105	0194	22-012940	2050/077	345 Baltimore Avenue
105	0193	22-007513	2050/077	343 Baltimore Avenue
105	0020	22-007262	647/088	406 N. Waverly Terrace
105	0026	22-009931	576/155	314 Waverly Terrace
105	0196E	22-016776	1991/112	351 Baltimore Avenue
105	7096E	22-007149	1991/112	E/S Baltimore Avenue
105	0019	22-007246	647/088	410 Waverly Terrace
105	0022	22-005626	659/524	324 N. Waverly Terrace
105	0023	22-008927	659/524	320-322 N. Waverly Terrace
105	0021	22-003496	629/550	RR 324 N. Waverly Terrace
105	195	22-003011	710/659	347 Baltimore Avenue
105	0057F	23-011719	2052/418	474-476 Baltimore Avenue
105	0031F	23-011433	1768/134	470 Baltimore Avenue
105	0063F	23-005999	721/804	458-460 Baltimore Avenue
105	0030F	23-014130	2054/494	472 Baltimore Avenue
105	0061F	23-012774	721/815	464 Baltimore Avenue
105	0056F	23-014114	1938/426	478-480 Baltimore Avenue
105	0064F	23-011999	2118/278	454-456 Baltimore Avenue
105	0062F	23-004178	721/804	462 Baltimore Avenue
105	0197	22-007157	1991/112	E/S Baltimore Avenue
105	7098	22-016784	1991/112	.08A E/S Baltimore Avenue
105	0198	22-007173	1991/112	E/S Baltimore Avenue

105	0199	22-007130	1991/112	RR 351 Baltimore Avenue
105	0200	22-007181	1991/112	427 Baltimore Avenue

WHEREAS, the Parcels were declared to be surplus property under the terms of Order No. 25,978 passed by the Mayor and City Council on May 17, 2016;

WHEREAS, the Parcels are unimproved;

WHEREAS, Cumberland Neighborhood Housing Services, Inc. ("CNHS") has offered to take title to the Parcels and assume all responsibilities of ownership, including maintaining the grounds thereof;

WHEREAS, the Parcels have little potential for development;

WHEREAS, should the Mayor and City Council desire to make use of any or all of the Parcels, the deed effecting their conveyance to CNHS (see Exhibit A attached hereto) affords the City the right to purchase any or all of them from CNHS for their tax assessed value; and

WHEREAS, the Mayor and City Council of Cumberland deem the conveyance of the Parcels to CNHS to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the City Administrator be and he is hereby authorized to execute the Deed attached hereto as Exhibit A in order to effect the conveyance of the Parcels to CNHS for zero dollars ($0.00);

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

Passed this ____ day of _____, 2016.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ___ day of June, 2016, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **CUMBERLAND NEIGHBORHOOD HOUSING SERVICES, INC.**, a Maryland corporation, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim unto the party of the second part, its successors and assigns, all of the party of the first part's right, title, interest and estate in and to the following-described parcels of real property lying and being in the City of Cumberland, Allegany County, Maryland which are listed below and described as follows, to wit:

Map	Parcel	Tax ID #	Liber / Folio	Description
105	0020	22-007254	640/471	400-402 Waverly Terrace
105	0194	22-012940	2050/077	345 Baltimore Avenue
105	0193	22-007513	2050/077	343 Baltimore Avenue
105	0020	22-007262	647/088	406 N. Waverly Terrace
105	0026	22-009931	576/155	314 Waverly Terrace
105	0196E	22-016776	1991/112	351 Baltimore Avenue
105	7096E	22-007149	1991/112	E/S Baltimore Avenue
105	0019	22-007246	647/088	410 Waverly Terrace
105	0022	22-005626	659/524	324 N. Waverly Terrace
105	0023	22-008927	659/524	320-322 N. Waverly Terrace
105	0021	22-003496	629/550	RR 324 N. Waverly Terrace
105	195	22-003011	710/659	347 Baltimore Avenue
105	0057F	23-011719	2052/418	474-476 Baltimore Avenue
105	0031F	23-011433	1768/134	470 Baltimore Avenue
105	0063F	23-005999	721/804	458-460 Baltimore Avenue
105	0030F	23-014130	2054/494	472 Baltimore Avenue
105	0061F	23-012774	721/815	464 Baltimore Avenue

105	0056F	23-014114	1938/426	478-480 Baltimore Avenue
105	0064F	23-011999	2118/278	454-456 Baltimore Avenue
105	0062F	23-004178	721/804	462 Baltimore Avenue
105	0197	22-007157	1991/112	E/S Baltimore Avenue
105	7098	22-016784	1991/112	.08A E/S Baltimore Avenue
105	0198	22-007173	1991/112	E/S Baltimore Avenue
105	0199	22-007130	1991/112	RR 351 Baltimore Avenue
105	0200	22-007181	1991/112	427 Baltimore Avenue

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

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

SUBJECT, HOWEVER, to the right of the party of the first part to purchase any or all of the aforesaid parcels from the party of the second part for their tax assessed value at any time. Further, before selling any or all of the aforesaid parcels to a third party, the party of the second part must first provide the party of the first part with a copy of the document constituting the contract of sale or otherwise setting forth the terms of the third party's offer and the party of the first part shall have thirty (30) days from the date it receives such documentation to purchase the parcel for its tax assessed value. In the event such documentation is provided and the party of the first part does not purchase the parcel, it shall provide the party of the second part with written confirmation of its decision not to proceed with the purchase.

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By:_____(SEAL)

Marjorie A. Woodring, City Clerk

Jeffrey D. Rhodes, City Administrator

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jeffrey D. Rhodes**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the City Administrator of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $0.00. He further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Regular Council Agenda
June 7, 2016

Description

Resolution supporting Allegany College of Maryland Foundation's application to the Maryland Department of Housing and Community Development regarding a program to provide tax credits to support scholarships and tuition assistance

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND SUPPORTING ALLEGANY COLLEGE OF MARYLAND FOUNDATION'S APPLICATION TO THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S COMMUNITY INVESTMENT TAX CREDIT PROGRAM TO PROVIDE TAX CREDITS TO SUPPORT SCHOLARSHIPS AND TUITION ASSISTANCE FOR FINANCIALLY DESERVING STUDENTS AT THE COLLEGE

WHEREAS, the Allegany College of Maryland Foundation, a nonprofit organization, proposes to undertake the project described above (the "Project"); and

WHEREAS, the Allegany College of Maryland Foundation will soon apply to the Department of Housing and Community Development of the State of Maryland for approval of the Project and an allocation of tax credits for business entities that contribute to the Project, under the Department's Community Investment Tax Credit Program; and

WHEREAS, the Mayor and City Council of Cumberland support the Allegany College of Maryland Foundation's efforts to provide scholarship and tuition assistance to financially deserving students at Allegany College of Maryland;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Cumberland hereby express approval of the Project as described above and do hereby support the Allegany College of Maryland Foundation's application for said Project to the State of Maryland.

GIVEN UNDER OUR HANDS AND SEALS THIS 7TH DAY OF JUNE, 2016,
WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO ATTACHED,
DULY ATTESTED BY THE CITY CLERK.

Attest:

Mayor and City Council
Of Cumberland

_____

Marjorie A. Woodring
City Clerk

_____

Brian K. Grim
Mayor

Regular Council Agenda
June 7, 2016

Description

Resolution - authorizing the issuance and sale to M&T Securities, Inc. of a series of General Obligation Bond Anticipation Notes designated as "Mayor and City Council of Cumberland Taxable Bond Anticipation Notes of 2016" to be used to finance or reimburse costs of the "Maryland Avenue Redevelopment Project," and setting forth certain terms and conditions of the sale

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF MAYOR AND CITY COUNCIL OF CUMBERLAND (THE "CITY") AUTHORIZING THE ISSUANCE AND SALE OF A SERIES OF THE CITY'S GENERAL OBLIGATION BOND ANTICIPATION NOTES PURSUANT TO THE AUTHORITY OF SECTIONS 19-301 TO 19-309, INCLUSIVE, OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 19-211 TO 19-223, INCLUSIVE, OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 81 AND 82A OF THE CHARTER OF THE CITY OF CUMBERLAND, ORDINANCE NO. 3793, PASSED BY THE MAYOR AND CITY COUNCIL ON DECEMBER 15, 2015 AND EFFECTIVE ON JANUARY 14, 2016, AS AMENDED AND SUPPLEMENTED BY ORDINANCE NO. 3795, PASSED BY THE MAYOR AND CITY COUNCIL ON MAY 17, 2016 AND SCHEDULED TO BE EFFECTIVE ON JUNE 16, 2016, SUCH BOND ANTICIPATION NOTES TO BE DESIGNATED "MAYOR AND CITY COUNCIL OF CUMBERLAND TAXABLE BOND ANTICIPATION NOTES OF 2016" (THE "BANS"), THE PROCEEDS OF THE SALE OF THE BANS TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING OR REIMBURSING ON AN INTERIM BASIS COSTS OF A PUBLIC PURPOSE PROJECT REFERRED TO BY THE CITY AS THE "MARYLAND AVENUE REDEVELOPMENT PROJECT", AS FURTHER DESCRIBED HEREIN; PRESCRIBING THE FORM AND TENOR OF THE BANS, CERTAIN TERMS AND CONDITIONS FOR THE ISSUANCE AND SALE THEREOF BY PRIVATE NEGOTIATION TO M&T SECURITIES, INC. (THE "UNDERWRITER") AND OTHER DETAILS INCIDENT TO THE ISSUANCE,

SALE AND DELIVERY OF THE BANS; APPROVING THE SUBSTANTIALLY FINAL FORM OF, AND AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY OF, A NOTE PURCHASE AGREEMENT WITH THE UNDERWRITER; PROVIDING FOR ADJUSTMENTS IN THE SIZING OF THE BANS PROVIDED FOR HEREIN AND AUTHORIZING THE CITY ADMINISTRATOR TO DETERMINE AND FIX CERTAIN TERMS AND DETAILS IN CONNECTION WITH THE SALE OF THE BANS; AUTHORIZING AND APPROVING THE PREPARATION, COMPLETION AND DISTRIBUTION OF A PRELIMINARY AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE BANS; SELECTING A NOTE REGISTRAR AND PAYING AGENT, AND DETERMINING OR PROVIDING FOR CERTAIN MATTERS RELATING TO SUCH ENGAGEMENT; PROVIDING FOR THE APPROPRIATION, DISBURSEMENT AND INVESTMENT OF THE PROCEEDS OF THE BANS; COVENANTING TO ISSUE THE BONDS IN ANTICIPATION OF WHICH THE BANS ARE ISSUED AS SOON AS THERE IS NO LONGER A REASON FOR DEFERRING THEIR ISSUANCE; COVENANTING TO PAY FROM PROCEEDS OF THE BONDS IN ANTICIPATION OF WHICH THE BANS ARE ISSUED THE PRINCIPAL OF THE BANS AND, TO THE EXTENT NOT PAID FROM PROCEEDS OF THE BANS, INTEREST ON THE BANS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES NECESSARY FOR THE PROMPT PAYMENT OF THE MATURING PRINCIPAL OF AND INTEREST ON THE BANS; PROVIDING THAT THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY SHALL BE IRREVOCABLY PLEDGED TO THE PAYMENT OF SUCH PRINCIPAL AND INTEREST; PROVIDING THAT THE PRINCIPAL OF AND INTEREST ON THE

BANS ALSO MAY BE PAID FROM ANY OTHER SOURCES OF REVENUE LAWFULLY AVAILABLE TO THE CITY FOR SUCH PURPOSE; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE UNDERTAKING PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12 AND COVENANTING TO PROVIDE CONTINUING DISCLOSURE RELATING TO THE BANS; AND GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR THE BANS.

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland and municipality within the meaning of the Enabling Act and the Bond Anticipation Note Enabling Act identified herein (the "City"), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Enabling Act"), and Sections 81 and 82A of the Charter of the City of Cumberland, as replaced, supplemented or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

2. Pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 12 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Bond Anticipation Note Enabling Act"), the City is authorized and empowered to issue general obligation bond anticipation notes in order to obtain interim financing prior to issuing any general obligation bonds authorized by the City.

3. The City has determined to undertake a public purpose project referred to by the City as the "Maryland Avenue Redevelopment Project", which involves the acquisition, demolition and improvement of certain properties in the general vicinity of Maryland Avenue and, in connection therewith, to finance, reimburse or refinance related costs of, as applicable, land and right-of-way acquisition and development; site and utility improvements; acquisition, demolition, removal, reconstruction, replacement, renovation, rehabilitation, construction, improvement, installation, and equipping activities and expenses and related activities and expenses; planning, design, architectural, engineering, feasibility, surveying, inspection, construction management, title search, acquisition closing costs, financial and legal expenses and other related activities and expenses; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); capitalized interest (whether or not expressly so stated); and any such costs which may represent the City's share or contribution to the financing or refinancing of such project, including, without limitation, costs contracted for by and/or paid through the Cumberland Economic Development Corporation (collectively, the "Project").

4. Pursuant to the authority of, as applicable, the Enabling Act, the Bond Anticipation Note Enabling Act, Sections 81 and 82A of the Charter and Ordinance No. 3793, passed by the Mayor and City Council of the City (the "Mayor and City Council") on December 15, 2015 and effective on January 14, 2016 ("Ordinance No. 3793"), as amended and supplemented by Ordinance No. 3795, passed by the Mayor and City Council on May 17, 2016 and scheduled to be effective on June 16, 2016 ("Ordinance No. 3795" and, collectively with Ordinance No. 3793, the "Ordinance"), the City authorized (i) the issuance and sale from time to time, upon its full faith and credit, of one or more series of its general obligation bonds in an aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000) (collectively, the "Authorized Bonds") for

the public purpose of financing, reimbursing or refinancing costs of any components of the Project, and (ii) the issuance and sale from time to time, upon its full faith and credit, of one or more series of its general obligation bond anticipation notes in an aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000) (collectively, the "Authorized BANs") prior to and in anticipation of the sale of any series of the Authorized Bonds in order to finance or reimburse costs of the Project on an interim basis, pay costs and expenses in connection with the issuance, sale and delivery of the Authorized BANs, and, to the extent determined by the Mayor and City Council by resolution, pay capitalized interest on the Authorized BANs. Notwithstanding the foregoing, in the event Ordinance No. 3795 does not become effective in accordance with its terms and the terms of the Charter, the Authorized Bonds and the Authorized BANs are each authorized by Ordinance No. 3793 to be issued and sold in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000).

5. The Mayor and City Council, acting on the advice of the financial advisor to the City, the City Administrator of the City (the "City Administrator") and the Comptroller of the City (the "Comptroller"), has determined that it is in the best interests of the City and its citizens to issue and sell in accordance with and pursuant to the authority contained in the Enabling Act, the Bond Anticipation Note Enabling Act, Sections 81 and 82A of the Charter, and the Ordinance, a single series of the Authorized BANs, the interest on which will be taxable for purposes of federal income taxation, in order to finance or reimburse costs of the Project on an interim basis, upon the terms and conditions set forth in this Resolution, the proceeds of which general obligation bond anticipation notes are to be used and applied as herein set forth.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CITY OF CUMBERLAND, THAT:

SECTION 1. (a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated herein by reference. Capitalized terms used in the Sections of this Resolution that are not otherwise defined herein shall have the meanings given to such terms in the Recitals hereto.

(b) References in this Resolution to any official by title shall be deemed to refer (i) to any official authorized under the Charter or other applicable law to act in such titled official's stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting capacity under the Charter or other applicable law, (iii) to any person who serves in a "Deputy", "Associate" or "Assistant" capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the code of City ordinances (the "City Code"), the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights, powers or duties referred to herein.

(c) With respect to any responsibility, right, power or duty delegated solely to the City Administrator by the terms of this Resolution, in the event of the absence or disability of the City Administrator at the time of exercise of any such responsibility, right, power or duty, and in the event that at such time no Acting City Administrator has been appointed or otherwise provided for, any such responsibility, right, power or duty may be exercised by the Mayor of the City (the "Mayor").

(d) To the extent this Resolution does not specifically identify how any responsibility, right, power or duty delegated to the City Administrator by the terms hereof shall be

evidenced, any such exercise may be evidenced conclusively by the execution and delivery by the City Administrator of an order with respect thereto.

(e) In the event Ordinance No. 3795 does not become effective in accordance with its terms and the terms of the Charter, references in this Resolution to the Ordinance shall be deemed to refer solely to Ordinance No. 3793.

SECTION 2. (a) Pursuant to the authority of the Enabling Act, the Bond Anticipation Note Enabling Act, Sections 81 and 82A of the Charter and the Ordinance, the City hereby determines to borrow money and incur indebtedness for the public purpose of financing or reimbursing costs of any components of the Project (including costs of issuance and capitalized interest) on an interim basis.

(b) To evidence the borrowing and indebtedness authorized in Section 2(a) of this Resolution, the City, acting pursuant to the authority of the Enabling Act, the Bond Anticipation Note Enabling Act, Sections 81 and 82A of the Charter and the Ordinance, hereby determines to issue and sell, upon its full faith and credit, a series of its general obligation bond anticipation notes to be designated as the "Mayor and City Council of Cumberland Taxable Bond Anticipation Notes of 2016" (individually, a "BAN" and, collectively, the "BANs") in the maximum aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars ($3,500,000); provided that, in the event Ordinance No. 3795 does not become effective in accordance with its terms and the terms of the Charter, the BANs shall be issued in a maximum aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000). The City Administrator, on behalf of the City, with the advice of the Comptroller, is hereby authorized and empowered to determine the final aggregate principal amount of the BANs to be issued within the limitations set forth in this Resolution, such determination to be evidenced conclusively by the

terms of the final Note Purchase Agreement executed and delivered by the City Administration in accordance with the provisions of Section 8 of this Resolution.

SECTION 3. (a) The BANs shall be dated the date of their delivery and shall be issued initially in book-entry only form as fully-registered bond anticipation notes, without coupons attached, by issuing a single note for each maturity of the BANs registered in the name of Cede & Co., as partnership nominee for The Depository Trust Company, New York New York, or its successor ("DTC"); provided that, if DTC so requests, or a system of book-entry only registration of the BANs is discontinued, replacement bond anticipation notes shall be issued in denominations of $5,000 and integral multiples thereof and shall be consecutively numbered in such manner as shall be determined by the Note Registrar and Paying Agent identified in Section 10 of this Resolution.

(b) Subject to the further provisions of this Section 3, the BANs shall mature on June 1, 2019, subject to prior redemption at the option of the City.

(c) Subject to the further provisions of this Section 3, interest on the BANs shall be payable on December 1, 2016 and semi-annually thereafter on each June 1 and December 1 until maturity or prior redemption. Interest payments due on the BANs shall be made to the registered owners thereof who are the registered owners of record as of the 15th day of the month preceding the month in which an interest payment date occurs. The BANs shall bear interest from the most recent date to which interest has been paid or, if no interest has been paid, from the date of delivery. Interest shall be computed on the basis of a 360-day year consisting of 12 30-day months.

(d) The principal or redemption price of the BANs shall be payable at the designated corporate trust office of the Note Registrar and Paying Agent. Interest on the BANs shall be payable by check or draft of the Note Registrar and Paying Agent mailed to the owners thereof; provided that, so long as the BANs are registered in book-entry form under a book-entry

only system maintained by DTC, any successor thereto or any replacement securities depository (the "Securities Depository"), payments of the principal or redemption price of and interest on the BANs shall be made as required by the rules and regulations of such Securities Depository.

(e) Notwithstanding anything to the contrary contained in this Resolution, the City Administrator, on behalf of the City, with the advice of the Comptroller, the financial advisor to the City and bond counsel to the City, is hereby authorized and empowered to approve a different maturity schedule for the BANs (including, without limitation, to allow for more than one maturity of the BANs), different dates for the payment of principal of and interest on the BANs, a different first date on which payment of interest on the BANs will be made, and/or different record dates if the maturity of the BANs is not on the first (1st) calendar day of a month, in order to account for changes in market conditions, factors impacting the marketing of the BANs or the status of contracts relating to the Project, among other reasons; provided that, in no event shall any of the BANs mature later than June 1, 2020. In the event any such determination is made prior to the date of release of the Preliminary Official Statement provided for in Section 9 of this Resolution, approval of any such changes shall be evidenced conclusively by the provisions of the Preliminary Official Statement reflecting the same. In the event any such determination is made after the date of release of the Preliminary Official Statement but before the date of sale of the BANs, any such approval shall be evidenced conclusively by the execution and delivery by the City Administrator of the final Note Purchase Agreement reflecting such changes and by the provisions of the Official Statement provided for in Section 9 of this Resolution reflecting such changes.

SECTION 4. (a) Subject to the provisions of subsection (b) below, the BANs shall be subject to redemption prior to maturity at the option of the City, in whole or in part, on June 1,

2017 or on any date thereafter, at a redemption price of 100% of the principal amount of the BANs (or portions thereof) to be redeemed, plus interest accrued to the date fixed for redemption, without penalty or premium.

(b) Notwithstanding the provisions of subsection (a) above, the City Administrator, on behalf of the City, with the advice of the Comptroller and the financial advisor to the City, is hereby authorized and empowered to agree to different optional redemption features in order to account for changes in market conditions, factors impacting the marketing of the BANs, and/or to reflect changes to the amortization schedule of the BANs made in accordance with Section 3(e) of this Resolution. In the event any such determination is made prior to the date of release of the Preliminary Official Statement, approval of any such changes shall be evidenced conclusively by the provisions of the Preliminary Official Statement reflecting the same. In the event any such determination is made after the date of release of the Preliminary Official Statement but before the date of sale of the BANs, any such approval shall be evidenced conclusively by the execution and delivery by the City Administrator of the final Note Purchase Agreement reflecting such changes and by the provisions of the Official Statement reflecting such changes.

(c) If fewer than all of the outstanding BANs shall be called for optional redemption, the City shall choose the maturities or portions thereof to be redeemed and the principal amount of each such maturity in its sole discretion. If fewer than all of the BANs of any one maturity shall be called for optional redemption, the particular BANs or portions of BANs to be redeemed from such maturity shall be selected by lot by the Note Registrar and Paying Agent; provided that, so long as the BANs are registered in the name of a Securities

Depository or its nominee, such selection shall be made by such Securities Depository in accordance with its rules and regulations.

(d) When less than all of a BAN in a denomination in excess of $5,000 is redeemed, then, upon surrender thereof, there shall be issued without charge to the registered owner thereof, for the unredeemed balance of the principal amount of such BAN, at the option of such owner, BANs in any of the authorized denominations specified by the registered owner. The aggregate face amount of BANs so issued shall be equal to the unredeemed balance of the principal amount of the BAN surrendered, and the BANs issued shall bear interest at the same rate and shall mature on the same date as the unredeemed balance of the BAN surrendered.

(e) When any BANs are to be redeemed, the City shall cause a redemption notice to be given to the registered owners of the BANs to be redeemed in whole or in part by letter mailed first class, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the addresses of such registered owners appearing on the registration books for the BANs kept by the Note Registrar and Paying Agent; provided, however, that the failure to mail a redemption notice or any defect in a notice so mailed, or in the mailing thereof, shall not affect the validity of the redemption proceedings. The redemption notice shall state (i) whether the BANs are to be redeemed in whole or in part and, if in part, the maturities, numbers, principal amounts, interest rates and CUSIP numbers of the BANs to be redeemed, (ii) that the interest on the BANs or portions thereof to be redeemed shall cease to accrue on the date fixed for redemption, (iii) the date fixed for redemption, (iv) the address of the office of the Note Registrar and Paying Agent with a contact person and phone number, and (v) that the BANs or portions thereof to be redeemed shall be presented for redemption and payment on the date fixed for redemption at the designated corporate trust office of the Note Registrar and Paying Agent. Such

notice may state that it is conditioned upon receipt of sufficient funds to effect such redemption by the date fixed for redemption. Notwithstanding anything to the contrary contained in this subsection (e), so long as the BANs to be redeemed are registered in book-entry only form with a Securities Depository, any redemption notice shall be given in the manner and at the time required by the rules and regulations of such Securities Depository.

(f) From and after the date fixed for redemption, if funds sufficient for the payment of the redemption price and accrued interest are available on such date, the BANs or portions thereof designated for redemption shall cease to bear interest from and after such date. Upon presentation and surrender for redemption, the BANs or portions thereof to be redeemed shall be paid by the Note Registrar and Paying Agent at the redemption price, plus accrued interest to the date fixed for redemption. If they are not paid upon presentation, the BANs or portions thereof designated for redemption shall continue to bear interest at the rate or rates stated therein until paid.

SECTION 5. The BANs shall be executed in the name of the City and on its behalf by the Mayor, by manual or facsimile signature. The corporate seal of the City shall be affixed to the BANs (manually or by facsimile) and attested by the signature of the City Clerk of the City (the "City Clerk"), by manual or facsimile signature. The BANs shall be issued subject to registration as to principal and interest in the name of the owner or owners thereof on the books kept for registration and registration of transfer of the BANs at the designated corporate trust office of the Note Registrar and Paying Agent. The BANs shall be authenticated by the manual signature of an authorized officer of the Note Registrar and Paying Agent. The BANs shall not be valid for any purpose or constitute an obligation of the City unless so authenticated. In the event any official of the City whose signature appears on the BANs shall cease to be such official prior to the delivery of

the BANs, or, in the event any such official whose signature appears on the BANs shall have become such after the date of issue thereof, the BANs shall nevertheless be a valid and binding obligation of the City in accordance with their terms.

SECTION 6. (a) The BANs shall be transferable only upon the registration books kept at the designated corporate trust office of the Note Registrar and Paying Agent and by the registered owner in person, or by his duly authorized attorney in writing, upon surrender thereof, together with a written instrument of transfer in the form attached thereto and satisfactory to the Note Registrar and Paying Agent and duly executed by the registered owner thereof in person, or by his attorney duly authorized in writing, but no BAN will be transferred unless the Security Depository then in place determines to discontinue providing its services as a securities depository or directs that the BANs be re-registered in a different name or denomination, or unless the Securities Depository then in place is removed by the City.

(b) A BAN may be transferred or exchanged at the designated corporate trust office of the Note Registrar and Paying Agent. Upon any such transfer or exchange, the City shall issue, and the Note Registrar and Paying Agent shall authenticate and deliver, a new registered BAN or BANs in authorized denomination or denominations equal to the aggregate principal amount of the BAN transferred or exchanged, with the same maturity date and bearing interest at the same rate. In each case, the Note Registrar and Paying Agent may require payment by the registered owner requesting such transfer or exchange of any tax, fee or other governmental charge, shipping charges or insurance that may be required to be paid with respect to such transfer or exchange, but otherwise no charge shall be made to the registered owner for such transfer or exchange.

(c) The Note Registrar and Paying Agent shall not be required to transfer or exchange any BAN after the mailing or giving of notice of call of such BAN or any portion thereof for redemption.

(d) If any BAN shall become mutilated or be destroyed, lost or stolen, the City in its discretion may execute, and upon its request the Note Registrar and Paying Agent shall authenticate and deliver, a new BAN in exchange for the mutilated BAN or in lieu of and substitution for the BAN so destroyed, lost or stolen. In every case of exchange or substitution, the applicant shall furnish to the City and to the Note Registrar and Paying Agent such security or indemnity as may be required by them to save each of them harmless from all risks, however remote, and the applicant shall also furnish to the City and to the Note Registrar and Paying Agent evidence to their satisfaction of the mutilation, destruction, loss or theft of the applicant's BAN. Upon the issuance of any BAN upon such exchange or substitution, the City may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses of the City or the Note Registrar and Paying Agent, including counsel fees, shipping or insurance. If any BAN which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, instead of issuing a BAN in exchange or substitution therefor, the City may pay or authorize the payment of such BAN (without surrender thereof except in the case of a mutilated BAN) if the applicant for such payment shall furnish to the City and to the Note Registrar and Paying Agent such security or indemnity as they may require to save them harmless, and evidence to the satisfaction of the City and the Note Registrar and Paying Agent of the mutilation, destruction, loss or theft of such BAN.

SECTION 7. Except as provided hereinafter or in a resolution or resolutions of the Mayor and City Council adopted prior to the issuance of the BANs, the BANs shall be issued in substantially the form attached hereto as Exhibit A and incorporated by reference herein. Appropriate variations, deletions and insertions may be made by the Mayor to provide names, dates, numbers and amounts applicable to a specific BAN, and modifications not altering the substance of the BANs to carry into effect the purposes of this Resolution, including (without limitation) to reflect matters determined in accordance with Sections 2, 3, 4 and 8 hereof, to comply with recommendations of legal counsel, or as required by any rating agency as a condition precedent to, or as otherwise related to, obtaining a rating on the BANs from such rating agency, or as may be required by any provider of municipal bond insurance for all or any portion of the BANs. (Notwithstanding the foregoing, it is anticipated that no ratings or municipal bond insurance shall be obtained with respect to the BANs unless the financial advisor to the City and the Underwriter otherwise recommend and the City Administrator, with the advice of the Comptroller, concurs with any such recommendation.) All of the covenants contained in Exhibit A hereto, as such form may be modified as provided herein, are hereby adopted by the City as and for the form of obligations to be incurred by the City, and the covenants and conditions contained therein are hereby made binding upon the City, including the promise to pay therein contained. The execution and delivery of the BANs by the Mayor in accordance with this Resolution shall be conclusive evidence of the approval by the Mayor of the final form of the BANs and any variations, deletions, insertions, omissions, notations, legends or endorsements authorized by this Resolution.

SECTION 8. (a) The Mayor and City Council hereby determines that it shall be in the best interests of the City to sell the BANs by private negotiation due to the fact that a prior attempt to privately place the BANs with a bank did not elicit any proposals and the ability to

time the market. Based on a recommendation of the financial advisor to the City, M&T Securities, Inc. was asked to submit a proposal to undertake a negotiated underwriting of the BANs. The financial advisor to the City recommends, and the City Administrator and the Comptroller concur, that M&T Securities, Inc. demonstrated the necessary knowledge of the Maryland and U.S. municipal bond markets and has the financial wherewithal and experience to serve as the underwriter of the BANs. Accordingly the Mayor and City Council hereby determines that the BANs shall be sold by the City to M&T Securities, Inc. (the "Underwriter") by private negotiation pursuant to the terms and conditions of a Note Purchase Agreement substantially in the form of Exhibit B attached hereto and incorporated by reference herein (the "Note Purchase Agreement"). Within the limitations provided for in this Resolution, the City Administrator, on behalf of the City, with the advice of the Comptroller, the financial advisor to the City and bond counsel to the City, is hereby authorized and empowered to approve the final maturity or maturity dates of the BANs, final aggregate principal amounts of the maturity or maturities of the BANs, any adjustments to the optional redemption features of the BANs, the price payable for the BANs (which may be at, above or below par value), the interest rate or rates payable on the BANs, and all other matters incident to the sale of the BANs to the Underwriter, and to approve the final form of, and to execute and deliver, the Note Purchase Agreement, with such other changes, insertions or deletions as do not materially adversely affect the interests of the City or are necessary to reflect the terms of pricing and sale of the BANs, such approval to be evidenced conclusively by the City Administrator's execution and delivery of the Note Purchase Agreement in final form. In determining the matters provided for in this subsection (a), the City Administrator shall take into account any other moneys that are available for the purposes for which the BANs are authorized. It is currently intended that the BANs shall be priced and sold

to the Underwriter on or about June 16, 2016, but the City Administrator, on behalf of the City, with the advice of the Comptroller, the financial advisor to the City and bond counsel to the City, is hereby authorized and empowered to agree to any later date of pricing and sale recommended by the Underwriter based on market conditions or other factors, such agreement to be evidenced conclusively by the execution and delivery by the City Administrator of the final form of the Note Purchase Agreement reflecting the finally determined date of pricing and sale of the BANs.

(b) In the event the Underwriter recommends that the BANs be sold with a municipal bond insurance policy guaranteeing the regularly scheduled payment of all or a portion of the principal of and interest on the BANs, the City Administrator, on behalf of the City, with the advice of the Comptroller, the financial advisor to the City and bond counsel to the City, is hereby authorized and empowered to approve the selection of the provider of such municipal bond insurance for the BANs and any terms and conditions relating to such municipal bond insurance, such approval to be evidenced conclusively by the execution and delivery by the City Administrator of any proposal therefor and any documents, certificates or instruments relating thereto. Appropriate provisions relating to any such provision of municipal bond insurance shall be reflected in the final form of the Note Purchase Agreement approved, executed and delivered by the City Administrator and, as applicable, in the Preliminary Official Statement and/or the Official Statement.

SECTION 9. (a) The preparation and distribution of a Preliminary Official Statement of the City in connection with the offering and sale of the BANs (the "Preliminary Official Statement"), substantially in such form as has been previously circulated to City officials (without Appendix A, the Comprehensive Annual Financial Report for fiscal year 2015, included in such circulated form, although such Comprehensive Annual Financial Report shall be

included in the final Preliminary Official Statement) and with such changes, corrections, insertions, deletions and clarifications as may be approved on behalf of the City by the Mayor, the City Administrator and the Comptroller, with the advice of the financial advisor to the City and legal counsel, including, (without limitation) to reflect any matters determined in accordance with the provisions of this Resolution, is hereby approved. The Mayor, the City Administrator and the Comptroller, on behalf of the City, are hereby authorized and directed to approve the final form of the Preliminary Official Statement in accordance with this Section 9(a) and to make any appropriate variations, insertions or modifications to the form of Preliminary Official Statement previously circulated not inconsistent with the provisions of the Enabling Act, the Bond Anticipation Note Enabling Act, the Charter, the Ordinance or this Resolution, as applicable, or to comply with the recommendations of legal counsel or the financial advisor to the City, or as required by any rating agency as a condition precedent to, or as otherwise related to, obtaining a rating on the BANs from any such rating agency, or as required by any provider of municipal bond insurance as a condition precedent to, or as otherwise related to, obtaining municipal bond insurance for all or any portion of the BANs from any such provider of municipal bond insurance, such approval to be evidenced conclusively by the execution and delivery by the Mayor, the City Administrator and the Comptroller, on behalf of the City, of a certificate deeming the Preliminary Official Statement to be final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), subject to revision, completion and amendment in the final Official Statement referred to in subsection (b) below. The Preliminary Official Statement shall be posted electronically and/or printed as the financial advisor to the City shall advise or as the Underwriter shall require.

(b) The preparation and distribution of a final Official Statement relating to the BANs (the "Official Statement"), substantially in the form of the Preliminary Official Statement, with such changes, corrections, additions and deletions not inconsistent with the provisions of the Enabling Act, the Bond Anticipation Note Enabling Act, the Charter, the Ordinance or this Resolution, as applicable, to reflect matters determined in connection with the sale of the BANs, or to comply with the recommendations of legal counsel or the financial advisor to the City, or as required by any rating agency as a condition precedent to, or as otherwise related to, obtaining a rating on the BANs from any such rating agency, or as required by any provider of municipal bond insurance for all or any portion of the BANs, as the Mayor, the City Administrator and the Comptroller shall approve on behalf of the City, is hereby authorized and approved. The Mayor, the City Administrator and the Comptroller are hereby authorized and directed to approve the final form of the Official Statement on behalf of the City, such approval to be evidenced conclusively by the Mayor's, the City Administrator's and the Comptroller's execution and delivery of the Official Statement. The Official Statement shall be printed and/or posted electronically as advised by the financial advisor to the City and as required by the Underwriter.

(c) The Mayor, the City Administrator and the Comptroller, or any two of such officials acting in concert, on behalf of the City, with the advice of the financial advisor to the City and bond counsel to the City, are hereby authorized and directed to approve any supplements or amendments to the Preliminary Official Statement or the Official Statement deemed necessary or desirable after the printing or posting of the same (including, without limitation, to correct any material misstatement or omission or to provide any information that was not available at the time such Preliminary Official Statement or Official Statement was

released), such approval to be evidenced conclusively by the execution and delivery of any such supplement or amendment by the Mayor, the City Administrator and the Comptroller, or any two of such officials acting in concert, on behalf of the City.

(d) Any signatures of the officials authorized to approve the Preliminary Official Statement or the Official Statement or any supplements or amendments thereto in accordance with this Section 9 may be made in facsimile.

SECTION 10. (a) Manufacturers and Traders Trust Company, with offices in Baltimore, Maryland and Buffalo, New York, or any successor thereto, by merger, consolidation, or otherwise, is hereby designated as the Note Registrar and Paying Agent (the "Note Registrar and Paying Agent") for the BANs. The Mayor and the City Administrator are each hereby authorized and empowered to negotiate and to execute and deliver such written agreement with the Note Registrar and Paying Agent as they shall deem to be necessary or appropriate. The City may designate another entity as Note Registrar and Paying Agent upon 30 days prior written notice to the registered owners of the BANs.

(b) Prior to each semi-annual interest payment date, the Treasurer of the City (the "Treasurer") or other appropriate City official shall deposit with the Note Registrar and Paying Agent, from the proceeds of the Authorized Bonds or the taxes or other revenue described in Section 13 below or from any other funds then legally available for such purpose, the amounts needed to pay the interest on and any principal of the BANs coming due on each such interest payment date. All moneys so deposited with the Note Registrar and Paying Agent shall be deemed and treated by the Note Registrar and Paying Agent as trust funds for the use and benefit of the registered owners from time to time of the BANs. Any such trust funds held by the Note Registrar and Paying Agent for the payment of particular BANs for periods of more

than three years from their maturities or such other periods as may be required by applicable law, because of the failure of the registered owners of such BANs to present them for payment or because checks issued by the Note Registrar and Paying Agent in payment of interest shall not have been cashed and no registered owner of a BAN shall have established a right to payment of interest within such period, shall be returned by the Note Registrar and Paying Agent to the City and, thereafter, the registered owners of any such BANs shall have claims only against the City for payment of the obligations held by them, and the Note Registrar and Paying Agent shall be relieved of the trust hereby imposed.

SECTION 11. As soon as may be practicable after the date of execution of the Note Purchase Agreement, the BANs shall be suitably prepared in definitive form, executed and delivered to the Underwriter upon receipt of the net purchase price therefor. It is anticipated that the date of issuance of the BANs will be June 29, 2016; provided that, the City Administrator, on behalf of the City, with the advice of the Comptroller, the financial advisor to the City and bond counsel to the City, may determine to move the date of issuance of the BANs to another date satisfactory to such persons and to the Underwriter; any such determination to be evidenced conclusively by the terms of the Note Purchase Agreement. The Mayor, the City Administrator, the Treasurer, the Comptroller, the City Clerk and all other appropriate officials and employees of the City, as applicable, are expressly authorized, empowered and directed to take any and all action necessary to complete and close the sale and delivery of the BANs to the Underwriter and to negotiate, approve, execute and deliver all documents, certificates and instruments not otherwise provided for herein that are necessary or appropriate in connection therewith, including, without limitation, executing and delivering any agreements required by DTC with respect to the book-entry system of registration of the BANs or any documents relating to ratings or municipal bond insurance to be

provided with respect to the BANs. In addition, the Mayor and City Council hereby ratify, confirm and approve any agreements, documents or instruments pertaining to the BANs between the City and the Underwriter or the financial advisor to the City, or that relate to the City's continuing disclosure obligations under Rule 15c2-12 (as defined in Section 14 of this Resolution), that were executed and delivered by the Mayor, the City Administrator or the Comptroller prior to the date of adoption of this Resolution.

SECTION 12. (a) Subject to the provisions of subsection (b) below, the Treasurer or any other appropriate City official is each hereby designated and authorized to receive payment on behalf of the City of the proceeds of the sale of the BANs and to invest such proceeds. There may be deducted from the total gross proceeds of the sale of the BANs the amount of the Underwriter's discount payable with respect thereto and other expenses of sale of the BANs, net of any amounts made available from other sources for the payment of such costs, which deducted amounts shall be applied to pay such expenses of the sale. The proceeds of the BANs are hereby appropriated for the purposes of the Project and shall be deposited in the proper account or accounts of the City, shall be invested within any limits prescribed by Maryland and any other applicable law, and shall be used and applied exclusively for the purposes described herein. If the proceeds received from the sale of the BANs exceed the amount needed for the public purposes of Project, the amount of such unexpended excess shall be set apart in a separate fund and applied to debt service on the BANs or to redemption of the BANs, unless a supplemental ordinance or resolution, as applicable, is passed by the Mayor and City Council to provide for the expenditure of that excess for some other valid purpose authorized by the Enabling Act, the Bond Anticipation Note Enabling Act, the Charter or other applicable law. Nothing in this Resolution shall be construed to authorize the expenditure of any moneys constituting proceeds of the BANs except for a proper public purpose.

(b) Notwithstanding the foregoing provisions of this Section 12, any portion of the proceeds of the BANs to be applied to pay costs of issuance other than the Underwriter's discount may be paid by the Underwriter directly to the person or entity entitled thereto at the written direction of the Mayor, the City Administrator, the Comptroller or the financial advisor to the City, acting on the City's behalf.

SECTION 13. (a) For the purpose of paying the principal of and interest on the BANs, and for the purpose of permanently financing costs of the Project, the City covenants to issue the Authorized Bonds (including in one or more series from time to time) as soon as the reason for deferring their issuance no longer exists and in any event on or before the maturity date or dates of the BANs, as applicable, in an amount not less than that necessary (together with other funds legally available for the purpose) for the payment of the principal of and interest on the BANs due on the date or dates of maturity or upon prior redemption in whole.

(b) The City covenants with the registered owners of the BANs that the City shall pay the BANs and the interest thereon not paid from other sources out of the first proceeds of the sale of the Authorized Bonds, in anticipation of which the BANs were issued.

(c) If the City shall be unable, for reasons beyond its control, to issue and sell the Authorized Bonds as aforesaid, or if the proceeds of the sale of the Authorized Bonds shall be insufficient to pay the principal of and interest on the BANs when due, then the principal of and interest on the BANs shall be paid from the tax or other revenue that the City has previously determined to apply to the payment of the principal of the Authorized Bonds and the interest thereon. Notwithstanding the foregoing, for the purpose of paying the principal of and interest on the BANs when due, the City shall levy or cause to be levied, for each and every fiscal year during which the BANs may be outstanding, ad valorem taxes upon all real and tangible personal property

within its corporate limits subject to assessment for unlimited municipal taxation in rate and amount sufficient to provide for the prompt payment, when due, of the principal of and interest on the BANs in each such fiscal year. In the event the proceeds from the collection of the taxes so levied may prove inadequate for such purposes in any fiscal year, additional taxes shall be levied in the subsequent fiscal year to make up such deficiency. The full faith and credit and unlimited taxing power of the City are hereby irrevocably pledged to the prompt payment of the principal of and interest on the BANs as and when the same become due and are payable and to the levy and collection of the taxes hereinabove prescribed as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of the BANs. The City hereby covenants with the registered owners of the BANs to take any further action that may be lawfully appropriate from time to time during the period that the BANs remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and interest due thereon. The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on the BANs from the proceeds of the sale of any other obligations of the City or from any other funds legally available for that purpose. The City may apply to the payment of the principal of or interest on the BANs any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, and to the extent of any such funds received or receivable in any fiscal year or otherwise available for such purpose, the taxes hereby required to be levied may be reduced proportionately.

SECTION 14. The Mayor and the City Administrator are hereby authorized and directed to approve, execute and deliver in the name of and on behalf of the City a continuing disclosure undertaking for the benefit of the owners and beneficial owners of the BANs in order to assist the Underwriter in complying with paragraph (b)(5) of Securities and Exchange Commission

Rule 15c2-12 ("Rule 15c2-12"). The City shall covenant in the continuing disclosure undertaking that the City will provide to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") and/or to any additional or different depositories designated in accordance with Rule 15c2-12 (the "Additional Repositories"), if any, annual financial information and operating data and annual audited financial statements. The City shall further covenant in the continuing disclosure undertaking to provide notice of specified events as required by Rule 15c2-12 to EMMA and/or to any Additional Repositories as required by Rule 15c2-12, if any. The continuing disclosure undertaking may provide that the place or places of delivery of such information shall be subject to change in accordance with the rules and pronouncements of the Securities and Exchange Commission or other appropriate authority.

SECTION 15. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated hereby.

[CONTINUED ON FOLLOWING PAGE]

SECTION 16. This Resolution shall become effective immediately upon its adoption; provided that, the BANs may not be sold to the Underwriter or issued in a maximum aggregate principal amount exceeding Two Million Five Hundred Thousand Dollars ($2,500,000) (but not exceeding Three Million Five Hundred Thousand Dollars ($3,500,000) until Ordinance No. 3795 becomes effective in accordance with its terms and the terms of the Charter.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

Introduced: _____, 2016

Adopted: _____, 2016

Effective: _____, 2016

#187699;10002.062

EXHIBIT A

FORM OF BANs

UNITED STATES OF AMERICA
STATE OF MARYLAND
MAYOR AND CITY COUNCIL OF CUMBERLAND

No. R- $_____

TAXABLE BOND ANTICIPATION NOTE OF 2016

Maturity Date	Interest Rate	Original Issue Date	CUSIP
June 1, ____	%	_____, 2016	

Registered Owner:

Principal Sum: DOLLARS

Mayor and City Council of Cumberland, a municipal corporation organized and existing under the Constitution and laws of the State of Maryland and a municipality within the meaning of the Enabling Act and the Bond Anticipation Note Enabling Act referred to herein (the "City"), hereby acknowledges itself indebted for value received and promises to pay to the registered owner shown above, or registered assigns or legal representatives, on the Maturity Date specified above, the Principal Sum shown above, and to pay interest on such Principal Sum from and including the interest payment date next preceding the date of registration and authentication of this bond anticipation note, unless this bond anticipation note is registered and authenticated as of an interest payment date, in which case it shall bear interest from such interest payment date, or unless this bond anticipation note is registered and authenticated prior to the first interest payment date, in which event this bond anticipation note shall bear interest from the Original Issue Date identified above, or unless, as shown on the records of the Note Registrar and Paying Agent (as hereinafter defined), interest on this bond anticipation note shall be in default, in which event this bond anticipation note shall bear interest from the date on which interest was last paid on this bond anticipation note at the Interest Rate per annum shown above, payable on December 1, 2016 and on each June 1 and December 1 thereafter until the Principal Sum of this bond anticipation note is paid in full. Interest shall be computed on the basis of a 360-day year comprised of 12 30-day months.

Both the principal or redemption of and interest on this bond anticipation note shall be payable in lawful money of the United States of America. The principal or redemption price of this bond anticipation note shall be payable by check or draft at the designated corporate trust office of Manufacturers and Traders Trust Company, as note registrar and paying agent (the "Note Registrar and Paying Agent") in Buffalo, New York or in such other office as the Note Registrar and Paying Agent may designate. Interest on this bond anticipation note shall be payable by check or draft of the Note Registrar and Paying Agent mailed to the registered owner

in whose name this bond anticipation note is registered on the registration books maintained by the Note Registrar and Paying Agent for the issue of bond anticipation notes of which this bond anticipation note is a part as of the close of business on the 15th day of the month prior to the month in which any interest payment date occurs (the "Regular Record Date"). Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this bond anticipation note is registered as of the close of business on a special record date to be fixed by the Note Registrar and Paying Agent for the payment of such defaulted interest (the "Special Record Date"), notice whereof being given by letter mailed first class, postage prepaid, to the registered owner not less than ten (10) days prior to such Special Record Date, at the address of such registered owner appearing on the registration books maintained by the Note Registrar and Paying Agent. If a principal payment date or interest payment date falls on a Saturday, Sunday or a day on which the City or the Note Registrar and Paying Agent is not required to be open, payment may be made on the next succeeding day that is not a Saturday, Sunday or a day on which the City or the Note Registrar and Paying Agent is not required to be open, and no interest shall accrue for the intervening period.

IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND ANTICIPATION NOTE WHETHER ALL OR A PORTION OF THE PRINCIPAL SUM OR REDEMPTION PRICE HAS BEEN PAID. EACH PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OF THIS BOND ANTICIPATION NOTE SHALL BE NOTED HEREON, BUT THE FAILURE OF THE REGISTERED OWNER OF THIS BOND ANTICIPATION NOTE TO NOTE SUCH PAYMENT SHALL NOT AFFECT THE VALID PAYMENT AND DISCHARGE OF SUCH OBLIGATION AFFECTED BY SUCH PAYMENT.

This bond anticipation note is the duly authorized note of an issue of the City, aggregating $_____ in principal amount, dated _____, 2016 and designated "Mayor and City Council of Cumberland Taxable Bond Anticipation Notes of 2016" (individually, a "BAN" and, collectively, the "BANs"). This bond anticipation note is issued pursuant to and in full conformity with the provisions of Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and Sections 81 and 82A of the Charter of the City of Cumberland, as replaced, supplemented or amended (the "Charter"), and by virtue of due proceedings had and taken by the Mayor and City Council of the City (the "Mayor and City Council"), particularly Ordinance No. 3793, which was passed by the Mayor and City Council on December 15, 2015 and became effective on January 14, 2016, as amended by Ordinance No. 3795, which was passed by the Mayor and City Council on May 17, 2016 and became effective on June 16, 2016 (collectively, the "Ordinance"), and Resolution No. _____, which was adopted by the Mayor and City Council on _____, 2016 and became effective on _____, 2016 (the "Resolution").

The BANs mature and are payable on [June 1, 2019][in the following years and amounts and bear interest at the following rates per annum:

Date	Principal Amount	Interest Rate	Date	Principal Amount	Interest Rate

]

The BANs shall be subject to redemption prior to maturity at the option of the City, in whole or in part, on June 1, 2017 or on any date thereafter, at a redemption price of 100% of the principal amount to be redeemed, plus interest accrued to the date fixed for redemption, without penalty or premium.

If fewer than all of the outstanding BANs shall be called for optional redemption, the City shall choose the maturities to be redeemed and the principal amount of each such maturity in its sole discretion. If fewer than all of the BANs of any one maturity shall be called for optional redemption, the particular Bonds or portions of BANs to be redeemed from such maturity shall be selected by lot by the Note Registrar and Paying Agent. [NOTE: IF BANS ARE ISSUED AS A SINGLE MATURITY, APPROPRIATE EDITS MAY BE MADE TO THE FINAL FORM OF THE BANS]

When less than all of a BAN in a denomination in excess of $5,000 is redeemed, then, upon surrender thereof, there shall be issued without charge to the registered owner thereof, for the unredeemed balance of the principal amount of such BAN, at the option of such owner, BANs in any of the authorized denominations specified by the registered owner. The aggregate face amount of BANs so issued shall be equal to the unredeemed balance of the principal amount of the BAN surrendered, and the BANs issued shall bear interest at the same rate and shall mature on the same date as the unredeemed balance of the BAN surrendered.

When any BANs are to be redeemed, the City shall cause a redemption notice to be given to the registered owners of the BANs (or portions thereof) to be redeemed by letter mailed first class, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the addresses of such registered owners appearing on the registration books kept by the Note Registrar and Paying Agent; provided, however, that the failure to mail a redemption notice or any defect in a notice so mailed, or in the mailing thereof, shall not affect the validity of the redemption proceedings. The redemption notice shall state (i) whether the BANs are to be redeemed in whole or in part and, if in part, the maturities, numbers, principal amounts, interest rates and CUSIP numbers of the BANs to be redeemed, (ii) that interest on the BANs (or portions thereof) to be redeemed shall cease to accrue on the date fixed for redemption, (iii) the date fixed for redemption, (iv) the address of the office of the Note Registrar and Paying Agent with a contact person and phone number, and (v) that the BANs or portions thereof to be redeemed shall be presented for redemption and payment on the date fixed for redemption at the designated corporate trust office of the Note Registrar and Paying Agent. Such notice may state that it is conditioned upon receipt of sufficient funds to effect such redemption by the date fixed for redemption. From and after the date fixed for redemption, if funds sufficient for the payment of the principal or redemption price of and accrued interest are available on such date, the BANs or portions thereof to be redeemed shall cease to bear interest. Upon presentation and surrender for redemption, the BANs or portions thereof to be redeemed shall be paid by the Note Registrar

and Paying Agent at the redemption price plus accrued interest. If they are not paid upon presentation, the BANs or portions thereof designated for redemption shall continue to bear interest at the rate stated therein until paid.

This bond anticipation note is transferable only upon the registration books kept at the designated corporate trust office of the Note Registrar and Paying Agent, by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer in the form attached hereto and satisfactory to the Note Registrar and Paying Agent and duly executed by the registered owner or his duly authorized attorney.

This bond anticipation note may be transferred or exchanged at the designated corporate trust office of the Note Registrar and Paying Agent. Upon any such transfer or exchange, the City shall issue, and the Note Registrar and Paying Agent shall authenticate and deliver, a new registered bond anticipation note or notes in authorized denominations equal to the aggregate principal amount of this bond anticipation note so transferred or exchanged, with the same maturity and bearing interest at the same rate. In each case, the Note Registrar and Paying Agent may require payment by the registered owner of this bond anticipation note requesting transfer or exchange hereof of any tax, fee or other governmental charge, shipping charges and insurance that may be required to be paid with respect to such transfer or exchange, but otherwise no charge shall be made to the registered owner hereof for such transfer or exchange.

The Note Registrar and Paying Agent shall not be required to transfer or exchange this bond anticipation note after the mailing or giving of notice calling this bond anticipation note or any portion hereof for redemption.

The City and the Note Registrar and Paying Agent may deem and treat the party in whose name this bond anticipation note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

This bond anticipation note is initially issued in book-entry only form and registered under a book-entry only system maintained by The Depository Trust Company, New York, New York ("DTC"). Notwithstanding anything to the contrary contained in this bond anticipation note, for so long as this bond anticipation note is registered in book-entry form under a book-entry only system maintained by DTC, any successor thereto, or any replacement securities depository, payments of the principal or redemption price of and interest on this bond anticipation note, the selection of all or any portion of this bond anticipation note to be redeemed, and any notice required herein shall be made or given as provided by the rules and regulations of such securities depository, and all references to the registered owner of this bond anticipation note shall mean such securities depository or its partnership nominee. During such period, the City and the Note Registrar and Paying Agent will recognize such securities depository or its partnership nominee as the owner of this bond anticipation note for all purposes.

The full faith and credit and unlimited taxing power of Mayor and City Council of Cumberland are hereby unconditionally and irrevocably pledged to the payment of the principal of

and interest on this bond anticipation note according to its terms, and the City does hereby covenant and agree to pay punctually the principal of and the interest on this bond anticipation note, at the dates and in the manner mentioned herein, according to the true intent and meaning hereof.

It is hereby certified, recited, and declared by the City: (a) that this bond anticipation note has been authorized for a valid public purpose which the City is empowered by law to undertake and perform; (b) that the City is authorized by law to issue and sell its bonds to provide funds for such public purpose and for the payment of this bond anticipation note and the interest hereon; (c) that the City has, by adoption of the Resolution, covenanted to issue and sell its bonds in an amount at least equal to the outstanding principal amount of this bond anticipation note, and has provided for the payment of this bond anticipation note and the interest hereon not paid from other sources from the proceeds of the sale of such bonds before expenditure of such proceeds on any other project; (d) that, by the adoption of the Resolution, the City has also pledged to the payment of this bond anticipation note and the interest hereon, the proceeds of the taxes or other charges levied or imposed for the payment of such bonds and the interest thereon, until such time as this bond anticipation note and the interest hereon are fully paid; (e) that this bond anticipation note, together with all outstanding indebtedness of the City, is within every debt and other limit prescribed by the Constitution or statutes of the State of Maryland or the Charter; and (f) that all other acts, conditions, and things required to exist, to be done, to have happened, and to be performed precedent to or in the issuance of this bond anticipation note do exist, have been done, have happened, and have been performed in full and strict compliance with the Constitution and statutes of the State of Maryland, the Charter, the Ordinance and the Resolution.

IN WITNESS WHEREOF, Mayor and City Council of Cumberland has caused this bond anticipation note to be executed in its name by the manual or facsimile signature of the Mayor and its corporate seal to be affixed hereto manually or in facsimile, attested by the manual or facsimile signature of the City Clerk, all as of the Original Issue Date set forth above.

(SEAL)

ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
City Clerk

By:_____
Mayor

CERTIFICATE OF AUTHENTICATION

This bond anticipation note is one of the registered bond anticipation notes of Mayor and City Council of Cumberland designated "Mayor and City Council of Cumberland Taxable Bond Anticipation Notes of 2016".

_____,
as Note Registrar and Paying Agent

By:_____
Authorized Officer

Date of Authentication:_____

(Form of Instrument of Transfer)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____
_____
_____
(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS,
INCLUDING ZIP CODE OF ASSIGNEE)

the within bond anticipation note and all rights thereunder and does hereby constitute and appoint
_____
_____
attorney to transfer the within bond anticipation note on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Notice: Signatures must be guaranteed by a member or participant of a signature guaranty program.

_____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond anticipation note in every particular, without alteration or enlargement or any change whatsoever.

[TO BE USED WHEN BONDS MAINTAINED UNDER BOOK-ENTRY ONLY SYSTEM]

PAYMENT GRID

Date of Payment Or Redemption	Principal Amount Paid or Redeemed	Principal Amount Outstanding	Holder Signature

EXHIBIT B

FORM OF NOTE PURCHASE AGREEMENT

[See Attached]

$_____
MAYOR AND CITY COUNCIL OF CUMBERLAND
TAXABLE BOND ANTICIPATION NOTES OF 2016

June __, 2016

NOTE PURCHASE AGREEMENT

Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, Maryland 21502
Attention: Brian K. Grim, Mayor

Ladies and Gentlemen:

M&T Securities, Inc. (the "Underwriter") hereby offers to enter into this Note Purchase Agreement with Mayor and City Council of Cumberland (the "City"). This offer is made subject to acceptance by the City prior to 5:00 P.M., E.D.T., on the date hereof, or at such other time as shall be agreed to by the City and the Underwriter. Upon such acceptance this Note Purchase Agreement shall be in full force and effect and shall be binding upon the City and the Underwriter in accordance with its terms. If this offer is not so accepted and approved, it is subject to withdrawal by the Underwriter upon written notice delivered to the City's offices specified in Paragraph 13 below at any time prior to such acceptance and approval.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Official Statement relating to the above-captioned Notes (as hereinafter defined).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations set forth herein, the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the City's Mayor and City Council of Cumberland $_____ Taxable Bond Anticipation Notes of 2016 (the "Notes") at the purchase price set forth below. The Notes will (a) be dated the date of delivery, (b) mature on _____, ____ , (c) bear interest from their date at the rate of __% per annum and (d) be subject to optional redemption prior to maturity as a whole or in part on or after _____, ____, at the option of the City, at a redemption price equal to 100% of the principal amount being redeemed, together with interest accrued to the date fixed for redemption, all as more particularly described in the Official Statement.

The purchase price for the Notes shall be $_____ (the "Purchase Price"), which is equal to the aggregate principal amount of the Notes ($_____), less an amount equal to the Underwriter's discount for the Notes of $_____, plus net original issue premium of $_____.

The Underwriter agrees to accept and pay for the Notes at the Closing (as defined in Paragraph 6 hereof) in accordance with the provisions of this Note Purchase Agreement. In the event the City does not accept this offer, or upon its failure to deliver the Notes at the Closing, or if it shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Note Purchase Agreement (unless waived by the Underwriter), or if such obligations of the Underwriter shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall terminate and the Underwriter shall have no further obligations or liability. Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the City, but rather the Underwriter is acting solely in its capacity as an Underwriter for its own account.

2. Authority, Security and Description of the Notes. The Notes are issued pursuant to the authority of, as applicable, Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (the "Enabling Act"), Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (the "Bond Anticipation Note Act"), Sections 81 and 82A of the Charter of the City (the "Charter"), Ordinance No. 3793, passed by the Mayor and City Council of the City (the "Mayor and City Council") on December15, 2015 and effective on January 14, 2016 ("Ordinance No. 3793"), as amended and supplemented by Ordinance No. 3795, passed by the Mayor and City Council on May 17, 2016 and effective on June 16, 2016 ("Ordinance No. 3795" and, together with Ordinance No. 3973, the "Ordinance"), and Resolution No. R2016-__, adopted by the Mayor and City Council on June __, 2016 and effective on June _, 2016 (the "Resolution").

The Notes are general obligations of the City. Pursuant to the Ordinance, the City has authorized the issuance of the general obligation bonds in anticipation of which the Notes are issued, and pursuant to the Bond Anticipation Note Act, the principal of and interest on the Notes are payable from the first proceeds of the sale of such bonds or the tax or other revenue that the City has pledged to the payment of such bonds. Pursuant to the authority of the Bond Anticipation Note Act and the Ordinance, the Notes constitute an irrevocable pledge of the full faith and credit and unlimited taxing power of the City to the payment of the maturing principal of and interest on the Notes as when they become payable. The City has covenanted in the Ordinance and the Resolution that for the purpose of paying the principal of and interest on the Notes when due, the City shall levy or cause to be levied, for each and every fiscal year in which any of the Notes are outstanding, upon all real and tangible personal property within its corporate limits subject to assessment for unlimited municipal taxation, ad valorem taxes in rate and amount sufficient in each such fiscal year to provide for the payment of the principal of and interest on such Notes. The City has further covenanted in the Ordinance and the Resolution that if the proceeds from the taxes so levied in any fiscal year prove inadequate for such purpose, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency.

In the Ordinance and the Resolution, the City has further covenanted to take any further action that may be lawfully appropriate from time to time during the period the Notes remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon. The Ordinance and the Resolution also permit the City to apply to the payment of the principal of and interest on the Notes any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source to the extent lawfully available for such purpose, and,

to the extent of any such funds received or receivable in any fiscal year, the taxes required to be levied may be reduced proportionately.

Proceeds from the sale of the Notes will be applied to (a) finance or reimburse on an interim basis costs of a project referred to by the City as the Maryland Avenue Redevelopment Project, which involves the acquisition, demolition and improvement of certain properties in the general vicinity of Maryland Avenue, including costs contracted for by and/or paid through the Cumberland Economic Development Corporation and (b) pay costs of issuance of the Notes

3. Public Offering. The Underwriter agrees to make a bona fide offering of all of the Notes at not more than the initial public offering price or yield as indicated on the cover page of the Official Statement and in Schedule I hereto. Subsequent to such original public offering, the Underwriter reserves the right to change such initial price or yield as it shall deem necessary in connection with the marketing of the Notes. The obligations of the City and the Underwriter hereunder are conditioned upon Funk & Bolton, P.A., as Bond Counsel ("Bond Counsel"), being able to issue its approving legal opinion with respect to the Notes in substantially the form included as Appendix B to the Official Statement.

4. Preliminary Official Statement and Official Statement. The City has previously delivered to the Underwriter for its review, and the Underwriter has reviewed, a Preliminary Official Statement dated June __, 2016 (the "Preliminary Official Statement"), prepared in connection with the offering of the Notes, which has heretofore been "deemed final" as of the dated date thereof by the City for purposes of Securities and Exchange Commission Rule 15c2-12, as amended ("Rule 15c2-12"), except for the omission of such information as is specified in Rule 15c2-12. The Preliminary Official Statement is subject to revision, amendment and completion as permitted by applicable rules and regulations, particularly as to those terms and conditions of the Notes to be determined at a date subsequent to delivery of the Preliminary Official Statement. The Preliminary Official Statement, with only such changes therein as shall have been approved by the Underwriter and the City, including the cover page and all appendices attached thereto, together with such amendments or supplements thereto as are required to be made in accordance herewith and with applicable rules and regulations subsequent to the date hereof, and which is delivered to the Underwriter, complete as of the date of such delivery, is herein called the "Official Statement".

The City shall provide, or cause to be provided to the Underwriter as soon as practicable after the City's acceptance of this Note Purchase Agreement (but in no event later than seven (7) business days after the City's acceptance of this Note Purchase Agreement, or three (3) business days prior to the Closing, whichever comes first, and in sufficient time to accompany any confirmation that requests payment from any customer) printed copies of the Official Statement, executed by the City (and conformed copies thereof) in sufficient quantity to enable the Underwriter to comply with the rules of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

The City hereby authorizes the Underwriter, and the Underwriter hereby agrees, to file or cause to be filed the Official Statement with the Municipal Securities Rulemaking Board.

The City hereby consents to the use by and confirms the authority of the Underwriter to use the Official Statement (in printed or electronic form), and any supplements or amendments thereto in connection with the public offering and sale of the Notes and ratifies and confirms its authorization of the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (in printed or electronic form) in connection with such public offering and sale.

5. Covenants and Representations of the City. The City represents and covenants to and with the Underwriter, at the time of its acceptance hereof, and on the date of the Closing, that:

(a) The City is a body politic and corporate and a municipal corporation of the State of Maryland.

(b) By official action of the City, the Ordinance has been duly and lawfully enacted and the Resolution has been duly and lawfully adopted after passage by the Mayor and City Council at meetings that were duly called and at which a quorum was present and acting throughout, and the Ordinance and the Resolution are in full force and effect as of the date hereof, and have not been amended, revoked or rescinded, except to the extent that Ordinance No. 3795 amends and supplements Ordinance No. 3793; and the City has full legal right, power and authority to enter into this Note Purchase Agreement and the Continuing Disclosure Agreement (hereinafter defined), to enact the Ordinance, to adopt the Resolution, and to issue and deliver the Notes as provided herein, in the Official Statement, and in the Ordinance and the Resolution, and each of such instruments, when executed and delivered by the City, will have been duly authorized, executed and delivered by the City, and will constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms.

(c) The City has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations contained in, the Notes, the Continuing Disclosure Agreement and this Note Purchase Agreement; and the City has duly authorized and approved the performance by the City of its obligations contained in the Ordinance and the Resolution, and the consummation by it of all other transactions contemplated by the Official Statement, the Continuing Disclosure Agreement and this Note Purchase Agreement is, and to the best of the City's knowledge will be, in compliance with the provisions of the Ordinance and the Resolution.

(d) Except as disclosed in the Preliminary Official Statement and the Official Statement, respectively, there shall not have been any material adverse change since June 30, 2015 in the financial condition or operations of the City.

(e) The Preliminary Official Statement has been delivered to the Underwriter and has been "deemed final" as of the dated date thereof by the City for purposes of Rule 15c2-12;

(f) As of June __, 2016 and as of the date hereof, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except as to the statements under the captions "BOOK-ENTRY-ONLY-SYSTEM," "UNDERWRITING" and "FINANCIAL ADVISOR", as to which no view is expressed).

(g) As of the date hereof and as of the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except as to the statements under the captions "BOOK-ENTRY-ONLY-SYSTEM," "UNDERWRITING" and "FINANCIAL ADVISOR", as to which no view is expressed).

(h) The enactment, adoption or authorization, execution and delivery, as the case may be, of the Ordinance, the Resolution, the Notes, the Continuing Disclosure Agreement, the Official Statement and this Note Purchase Agreement, the compliance with the terms and conditions hereof and thereof, and the consummation of the transactions herein, therein and in the Official Statement contemplated to be performed by the City, do not and will not (i) violate any law or any regulation, order, injunction or decree of any court, governmental body, agency or other public instrumentality to which the City is subject, or (ii) result in or conflict with or constitute a breach of any of the terms and conditions of, or constitute a default under, or, except as contemplated by the Ordinance or the Resolution, result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any assets or property of the City, or any moneys or investments therein pursuant to the terms of any indenture, mortgage, agreement or other instrument to which the City is a party or by which the City or its properties is bound.

(i) Except as disclosed in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to the knowledge of the City, threatened in any court (i) in any way challenging the title of any officials or officers of the City to their respective offices, or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Notes or the imposition of assessments, charges or taxes to pay the principal of, premium, if any, and interest on the Notes, or in any way contesting or affecting the validity of, the authority for, or the execution and delivery of the Notes, any of the Ordinance, the Resolution, the Continuing Disclosure Agreement, the Preliminary Official Statement, the Official Statement or this Note Purchase Agreement, or contesting

the powers of the City or any authority for the issuance of the Notes, the enactment of any of the Ordinance or the adoption of the Resolution, or (iii) in which a final adverse decision would materially adversely affect the financial condition or operation of the City or adversely affect the transactions contemplated hereby and by the Continuing Disclosure Agreement and the Official Statement, or (iv) contesting in any way the completeness, accuracy or fairness of the Preliminary Official Statement or the Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action not inconsistent with law or established policy of the City in cooperation with the Underwriter as the Underwriter may request in order to qualify the Notes for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, provided that the City shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, or execute a special or general consent to service of process in, any other state.

(k) The financial information contained in the Preliminary Official Statement and the Official Statement fairly presents the financial position of the City as of the dates and for the periods therein set forth; and such financial information has been prepared by the Department of Finance of the City or the City's independent public accountant.

(l) The Notes, the Ordinance, the Resolution and the Continuing Disclosure Agreement conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement, and the Notes when authenticated and delivered by the Registrar and Paying Agent, will have been duly authorized, executed, authenticated, issued and delivered and will constitute valid and binding general obligations of the City in conformity with, and entitled to the benefit of, as applicable, the Enabling Act, the Bond Anticipation Note Act, the Charter, the Ordinance and the Resolution.

(m) The City has duly authorized all necessary action on its part for:

(i) the issuance, offering and sale of the Notes upon the terms set forth herein and in the Official Statement;

(ii) the use of the proceeds of the Notes as described in the Official Statement;

(iii) the execution, delivery and acceptance, or the enactment or adoption, as appropriate, of the Notes, the Ordinance, the Resolution, the Official Statement, the Continuing Disclosure Agreement and this Note Purchase Agreement, and the carrying out and consummation of all transactions on its part contemplated hereby and thereby; and

(iv) the taking of any and all such action as may be required by the City to carry out, give effect to and consummate the transactions to which the City is a

party contemplated hereby and by the Official Statement and the Continuing Disclosure Agreement.

(n) All approvals, consents and orders of any governmental authority or agency having jurisdiction in any matter that would constitute a condition precedent to the performance by the City of its obligations hereunder, or under any of the documents or instruments relating to the Notes, and to which it is a party (including, without limitation, the Enabling Act, the Bond Anticipation Note Act, the Charter, the Ordinance, the Resolution, the Continuing Disclosure Agreement and this Note Purchase Agreement), have been obtained and are in full force and effect, except such as may be required under applicable blue sky or securities laws in connection with the offering and sale of the Notes by the Underwriter.

(o) The City will not take or omit to take any action which action or omission would in any way cause the proceeds from the sale of the Notes to be applied other than as provided in the Ordinance, the Resolution and the Official Statement.

(p) This Note Purchase Agreement has been duly authorized, executed and delivered by the City.

(q) The City is not now in default and has not at any time been in default as to principal or interest on any security issued or guaranteed by the City which is payable from the same source of payment as the Notes.

(r) Any certificate signed by any official of the City and delivered to the Underwriter shall be deemed to be a representation by the City to the Underwriter as to the statements made therein.

(s) The City has not been notified of any listing or proposed listing of the City by the Internal Revenue Service as an issuer whose arbitrage certifications may not be relied upon.

(t) Except as described in the Preliminary Official Statement, the City has not failed to comply, in any material respect, with any undertaking in a written contract or agreement specified in paragraph (b)(5)(i) of Rule 15c2-12.

(u) The executed copies of the Official Statement, when delivered by the City to the Underwriter, will be deemed final by the City as of the date thereof for purposes of Rule 15c2-12.

6. Closing. At 10:00 A.M., E.D.T., on June __, 2016 or at such other time or on such earlier or later date as the parties mutually agree, closing shall occur (herein called the "Closing"), and the City will deliver or cause to be delivered to The Depository Trust Company ("DTC"), in New York, New York, through the "FAST System," the Notes in definitive or book-entry form, duly authenticated and registered in the name of Cede & Co., as registered owner and nominee for DTC, which will act as Securities Depository for the Notes. At the time of Closing,

there will be delivered to the Underwriter at the offices of Funk & Bolton, P.A., Baltimore, Maryland, or at such other place as the parties may mutually agree upon, the other documents hereinafter mentioned; and the Underwriter will confirm delivery of the Notes to DTC and pay the purchase price thereof in immediately available funds to or at the direction of the City to be applied in accordance with the Resolution.

7. Conditions to Obligations of the Underwriter. The Underwriter has entered into this Note Purchase Agreement in reliance upon the representations, warranties and covenants of the City contained herein and the performance by the City of its obligations hereunder both as of the date hereof and as of the date of Closing and upon the accuracy of the statements to be contained in the documents, opinions, and instruments to be delivered at the Closing, as set forth below. Accordingly, the Underwriter's obligation under this Note Purchase Agreement to purchase, accept delivery of, and pay for the Notes is subject to the performance by the City of its obligations hereunder at or prior to the Closing and to the following additional conditions precedent:

(a) Prior to or simultaneously with the mailing of the Preliminary Official Statement, the Underwriter shall receive a certificate from an authorized official or officials of the City to the effect that the Preliminary Official Statement is deemed by the City to be final as of the date thereof for purposes of Rule 15c2-12, except for the omission of no more than the information permitted to be omitted therefrom by paragraph (b)(1) of Rule 15c2-12.

(b) The representations and covenants of the City contained herein shall be true, complete and correct in all material respects at the date hereof and on the date of the Closing.

(c) At the time of the Closing (i) the Ordinance, the Resolution, the Continuing Disclosure Agreement and this Note Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented (except to the extent that Ordinance No. 3795 amends and supplements Ordinance No. 3793 and except as otherwise may be agreed to in writing by the Underwriter); (ii) the proceeds of the sale of the Notes shall be deposited and applied as described in the Official Statement and the Resolution; (iii) the City shall have duly adopted and there shall be in full force and effect such additional resolutions, ordinances or orders as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and (iv) the City shall perform or have performed all of its obligations required under or specified in this Note Purchase Agreement, the Official Statement, the Ordinance, the Resolution and the Continuing Disclosure Agreement to be performed at or prior to the Closing.

(d) At or prior to the Closing and as a condition to the obligations of the Underwriter under this Note Purchase Agreement, the Underwriter shall receive the following:

(i) two copies of all proceedings of the City (including the Ordinance and the Resolution) pertaining to the issuance and sale of the Notes and the transactions contemplated hereby and by the Official Statement;

(ii) two executed copies each of (A) the Official Statement, (B) this Note Purchase Agreement, (C) the Continuing Disclosure Certificate entered into by the City with respect to the Notes in compliance with Rule 15c2-12 in substantially the form attached hereto as Exhibit B (the "Continuing Disclosure Agreement"), and (D) each other agreement or instrument used in the consummation of the transactions contemplated hereby and by the Official Statement;

(iii) the approving legal opinions of Funk & Bolton, P.A., Bond Counsel, with respect to the Notes, dated the date of the Closing, in substantially the form contained in Appendix B to the Official Statement, together with a letter or letters addressed to the Underwriter and Miles & Stockbridge P.C. stating that the Underwriter and Miles & Stockbridge P.C. may rely upon such opinions as through addressed to them;

(iv) a supplementary opinion of Bond Counsel, dated the date of the Closing and addressed to the City and the Underwriter, in substantially the form attached hereto as Exhibit A and made a part hereof;

(v) A certificate, dated the date of Closing, signed by one or more authorized officers or representatives of the City to the effect that, to his or their knowledge: (i) the representations of the City contained in this Note Purchase Agreement are true as of the date of Closing; and (ii) the City has performed all obligations to be performed hereunder as of the date of Closing;

(vi) an opinion of Miles & Stockbridge P.C., Baltimore, Maryland, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, in form and substance satisfactory to the Underwriter;

(vii) copies of the blue sky memoranda indicating the jurisdictions in which the Notes may be sold in compliance with the blue sky or securities laws of such jurisdictions; and

(viii) such additional certificates, instruments and other documents as the Underwriter, counsel to the Underwriter or Bond Counsel may reasonably deem necessary to evidence the truth and accuracy as of the date of the Closing of the City's representations and covenants contained in this Note Purchase Agreement and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City pursuant to this Note Purchase Agreement.

The opinions and certificates and other material referred to above shall be in form and substance satisfactory to the Underwriter and to Miles & Stockbridge P.C., counsel to the Underwriter.

8. Cancellation of Note Purchase Agreement by Underwriter. The Underwriter shall have the right to terminate this Note Purchase Agreement by notification to the City from the Underwriter of the election of the Underwriter to do so if, after the execution hereof and prior to the Closing:

(a) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriter, would materially adversely affect the market for the Notes or the sale, at the contemplated offering price (or yield), by the Underwriter of the Notes; or

(b) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Notes is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended; or

(c) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Notes, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the issuance, offering, or sale of obligations of the general character of the Notes, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(d) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Notes as contemplated in the Official Statement; or

(e) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional

material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Notes or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of Underwriter or broker-dealers such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Notes as contemplated in the Official Statement; or

(f) a general banking moratorium shall have been declared by federal or New York or Maryland state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Notes as contemplated in the Official Statement; or

(g) a downgrading or suspension of any rating (without regard to credit enhancement) by S&P or Fitch of any debt securities issued by the City, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by S&P or Fitch of any outstanding debt securities issued by the City.

9. Expenses. The City shall pay or cause to be paid the expenses incident to the performance of its obligations hereunder including but not limited to (a) the cost of the preparation and printing or other reproduction of the Ordinance, the Resolution, the Preliminary Official Statement, the Official Statement, the Continuing Disclosure Agreement and the other documents mentioned herein; (b) the fees and disbursements of Bond Counsel, the Registrar and Paying Agent, any other experts or consultants retained by the City, including, without limitation, the Financial Advisor to the City, and counsel to the Underwriter; and (c) the cost of preparing and delivering the definitive Notes. The Underwriter shall pay all expenses incurred by it in connection with its public offering and distribution of the Notes (including the cost of the federal funds wire with respect to the payment for the Notes but excluding the fees and disbursements of its counsel).

10. Indemnification and Contribution. The City agrees to indemnify and hold harmless the Underwriter, its directors, officers, employees and agents and each person who controls the Underwriter within the meaning of either the Securities Act or the Exchange Act (each, an "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, other than material under the headings "BOOK-ENTRY ONLY SYSTEM", "FINANCIAL ADVISOR" and "UNDERWRITING" and any reoffering information provided by the Underwriter and included in the Official Statement. This indemnity

agreement will be in addition to any liability which the City may otherwise have and shall be subject to the provisions of any applicable law.

Promptly after receipt by an Indemnified Party of notice of the commencement of any action, the City will, if a claim in respect thereof is to be made against the City, notify the City in writing of the commencement thereof; but the failure so to notify the City (i) will not relieve it from liability unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the City of substantial rights and defenses; and (ii) will not, in any event, relieve the City from any obligations to any Indemnified Party other than the indemnification obligation. The City shall be entitled to appoint counsel of its choice at its expense to represent the Indemnified Party in any action for which indemnification is sought provided, however, that such counsel shall be satisfactory to the Indemnified Party. Notwithstanding the City's election to appoint counsel to represent the Indemnified Party in an action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the City shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the City to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the City and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the City; (iii) the City shall not have employed counsel satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the City shall authorize the Indemnified Party to employ separate counsel at the expense of the City. The City will not, without the prior written consent of the Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

In the event that the indemnity provided herein is unavailable or insufficient to hold harmless an Indemnified Party for any reason the City and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the City and the Underwriter may be subject in such proportion as is appropriate to reflect the relative benefits received by the City on the one hand and by the Underwriter on the other from the offering. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the City and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the City on the one hand and of the Underwriter on the other in connection with the statements or omissions which resulted in such losses, as well as any other relevant equitable considerations. In no case shall the Underwriter be responsible for any amount in excess of the purchase discount or fee applicable to the Notes purchased by the Underwriter hereunder. Benefits received by the City shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the total purchase discounts and commissions in each case set forth on the cover of the Official Statement.

Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the City on the one hand or the Underwriter on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The City and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each person who controls the Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of the Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the City within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the City shall have the same rights to contribution as the City, subject in each case to the applicable terms and conditions of this paragraph.

11. Amendments or Supplements to the Official Statement. If between the date of this Note Purchase Agreement and the date of the Closing, and for a period of 25 days after the Closing, or any other period as shall be necessary to enable the Underwriter to comply with Rule 15c2-12, any event shall occur or any fact be discovered which would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof. If, in the opinion of the City and the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will prepare an appropriate amendment or supplement thereto, at the sole expense of the City (provided that, if the amendment or supplement amends the material under the heading "UNDERWRITING" or any reoffering information provided by the Underwriter, the costs thereof shall be borne by the Underwriter), in a form and in a manner approved by the Underwriter (and the Underwriter shall file, or cause to be filed, the same with any nationally recognized municipal securities information repositories designated by the Securities and Exchange Commission at which the Official Statement was filed as required in Paragraph 4 hereof and with the Municipal Securities Rulemaking Board), so that the statements and information in the Official Statement, so amended and supplemented will not be, in the light of the circumstances under which they were made, misleading. The City will cooperate with the Underwriter in amending or supplementing the Official Statement in a form and in a manner approved by the Underwriter.

The parties hereto recognize that if it is necessary to supplement or amend the Official Statement, the Closing may be postponed for an appropriate time to allow the Underwriter to determine the effect of such supplement or amendment upon the market price or marketability of the Notes or the Underwriter' ability to enforce contracts for the sale of the Notes.

12. No Advisory or Fiduciary Role. The City acknowledges and agrees that (i) the purchase and sale of the Notes pursuant to this Note Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Note Purchase Agreement and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

13. Notices. Any notice or other communication to be given to the City under this Note Purchase Agreement may be given by delivering the same in writing by (i) certified or registered mail, return receipt requested, first class postage prepaid or (ii) overnight or hand delivery with written confirmation, to Mayor and City Council of Cumberland, 57 North Liberty Street, Cumberland, Maryland, 21502, Attention: City Administrator; and any notice or other communication to be given to the Underwriter under this Note Purchase Agreement may be given by delivering the same in writing to M&T Securities, Inc., 25 South Charles Street, Baltimore, Maryland, 21201, Attention: Greg Brunner, Managing Director.

14. Benefit of Note Purchase Agreement. This Note Purchase Agreement, when accepted by the City in writing as heretofore specified, shall constitute the entire agreement between the City and the Underwriter and is made solely for the benefit of the City and the Underwriter (including any successor in interest of the Underwriter). No other person, including any owners of the Notes, shall acquire or have any right hereunder or by virtue hereof.

15. Survival of Representations, Covenants and Agreements. All representations, covenants and agreements in this Note Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, (b) delivery of and payment for the Notes hereunder, and (c) any termination of this Note Purchase Agreement.

16. Governing Law. This Note Purchase Agreement shall be governed by and construed under the laws of the State of Maryland.

17. Assignment. This Note Purchase Agreement may not be assigned by the City or the Underwriter without the prior written consent of the other party hereto.

18. Counterparts. This Note Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

19. Headings. The headings of the Paragraphs of this Note Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

If the foregoing is acceptable to you, please sign below and this Note Purchase Agreement will become a binding agreement between us.

Very truly yours,

M&T SECURITIES, INC.

By: _____
Greg Brunner
Managing Director

ACCEPTED AT _____ [A.M./P.M.] ON THE DATE FIRST ABOVE WRITTEN

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Jeffrey D. Rhodes
City Administrator

EXHIBIT A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

(Closing Date)

Mayor and City Council of Cumberland
Cumberland, Maryland

M&T Securities, Inc.
Baltimore, Maryland

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by Mayor and City Council of Cumberland, a body politic and corporate and a municipal corporation of the State of Maryland (the "City") of $_____ Mayor and City Council of Cumberland Taxable Bond Anticipation Notes of 2016 (the "Notes"). The Notes are issued pursuant to the authority of, as applicable, Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (the "Enabling Act"), Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (the "Bond Anticipation Note Act"), Sections 81 and 82A of the Charter of the City (the "Charter"), Ordinance No. 3793, passed by the Mayor and City Council of the City (the "Mayor and City Council") on December15, 2015 and effective on January 14, 2016 ("Ordinance No. 3793"), as amended and supplemented by Ordinance No. 3795, passed by the Mayor and City Council on May 17, 2016 and effective on June 16, 2016 ("Ordinance No. 3795" and, together with Ordinance No. 3973, the "Ordinance")), and Resolution No. R2016-__, adopted by the Mayor and City Council on June __, 2016 and effective on June _, 2016 (the "Resolution"). The Ordinance and the Resolution are collectively referred to as the "Authorizing Legislation").

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

Capitalized terms used in this opinion but not defined herein shall have the meanings ascribed to such terms in the Note Purchase Agreement dated June __, 2016 between the City and M&T Securities, Inc., as Underwriter (the "Note Purchase Agreement").

We refer you to the Notes and to the Authorizing Legislation for a description of the purposes for which the Notes are issued, the security for the Notes, the manner in which and times at which the principal of and interest on the Notes are payable, the interest rates payable on the Notes, the provisions under which the Notes may be redeemed prior to their stated maturity, and all other details of the Notes.

As to questions of fact material to our opinion, without undertaking to verify the same by independent investigation, we have relied upon the certified proceedings and other certifications of public officials furnished to us.

We have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities, and we have not independently verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings.

Further, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, and the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents.

This opinion letter does not constitute or imply a recommendation of the market or financial value of the Notes or assessment of the strength or appropriateness of the covenants by the City, the possibility of default, the eligibility or suitability of the Notes as an investment, or any other legal or financial aspect of the Notes not expressly addressed herein.

We do not express any opinion herein concerning any law other than the law of the State of Maryland and the federal law of the United States of America.

We have not examined, and express no opinion as to, the existence of or title to real or personal property.

Based upon, and subject to, the foregoing, and on the basis of existing law, it is our opinion, as of the date hereof, that:

(a) The Ordinance has been duly enacted by the Mayor and City Council, has not been amended, revoked or rescinded, except to the extent that Ordinance No. 3795 amends and supplements Ordinance No. 3793, and is in full force and effect.

(b) The Resolution has been duly adopted by the Mayor and City Council, has not been amended, revoked or rescinded, and is in in full force and effect.

(c) The Notes constitute the valid and legally binding general obligations of the City enforceable against the City in accordance with their respective terms.

(d) The Note Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery thereof by the Underwriter, constitutes the legal, valid and binding agreement of the City.

(e) The Continuing Disclosure Certificate of the City dated as of June __, 2016 (the "Continuing Disclosure Agreement") has been duly authorized, executed and delivered by the City and constitutes the legal, valid and binding agreement of the City.

(f) The City has duly approved, authorized and ratified the Preliminary Official Statement dated June __, 2016 relating to the Notes and the use and distribution thereof, and the City has duly approved and executed the Official Statement dated June __, 2016 relating to the Notes and duly approved the use and distribution thereof.

(g) Based upon our participation in the preparation of the Official Statement as Bond Counsel, our discussions and inquiries of the City and its counsel and the examinations which we have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to our attention which would lead us to believe that the Official Statement as of its date contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, it being understood that in rendering such opinion we are not and shall not express any opinion with respect to financial, operational, numerical and statistical data or material, or expression of opinions or estimates included in the Official Statement.

The information in the Official Statement captioned "INTRODUCTION", "APPLICATION OF PROCEEDS", "DESCRIPTION OF THE NOTES", "TAX MATTERS", "LEGAL MATTERS" and "CONTINUING DISCLOSURE", and Appendix B to the Official Statement, has been reviewed by us, and, insofar as such information constitutes conclusions of law, legal opinions or descriptions of legal documents, is a fair and accurate summary.

The rights of any holder of the Notes and the enforceability of the Notes, the Note Purchase Agreement and the Continuing Disclosure Agreement are subject to: (a) the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or a court of equity), including judicial limitations on rights to specific performance; (b) the valid exercise of the constitutional powers of the United States of America and of the sovereign police and taxing powers of the state or other governmental units having jurisdiction; and (c) bankruptcy, insolvency, reorganization, moratorium or other similar laws heretofore or hereafter in effect affecting creditors' rights, to the extent applicable. Enforceability of indemnification provisions contained in the Note Purchase Agreement may be limited by applicable securities law and public policy.

We express no opinion as to the laws of any jurisdiction other than the laws of the State of Maryland and the federal laws of the United States of America as currently in effect. The opinions expressed above are limited to the matters set forth above, and no opinions should be inferred beyond the matters expressly stated. This opinion is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law, or in interpretations thereof, that may hereafter occur, or for any other reason whatsoever.

The views expressed herein are solely for the use of the addressees in connection with the consummation of the transactions contemplated by the Official Statement and, without our prior written consent, may not be quoted in whole or in part or otherwise referred to in any legal opinion, document or other report, and may not be furnished to any person or entity, provided that this letter may be included in the transcript of supporting documents in connection with the issuance of the Notes. This letter may not be relied upon by the holders of the Notes or any other person or entity to whom it is not specifically addressed.

This letter is furnished to meet, in part, the requirements of Paragraph 7(d)(iv) of the Note Purchase Agreement, and is furnished solely for your benefit.

Very truly yours,

EXHIBIT B

PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by Mayor and City Council of Cumberland (the "City") in connection with the issuance of its $_____ Taxable Bond Anticipation Notes of 2016 (the "Taxable Notes"). The City, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby covenant and agree as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the owners and beneficial owners of the Taxable Notes and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). The City's obligations hereunder shall be limited to those required by written undertaking pursuant to the Rule.

Section 2. Definitions. In addition to the definitions set forth above, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Listed Events" shall mean any of the events listed in Section 4(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board. To the extent the Rule is amended to refer to any additional or different repositories, references in this Disclosure Certificate to the MSRB shall be deemed to be to such additional or different repositories to the extent required by the Rule. As of the date of execution and delivery of this Disclosure Certificate, any of the notices or materials required by this Disclosure Certificate to be filed with the MSRB shall be filed with the Electronic Municipal Market Access maintained by the MSRB at http://www.msrb.emma.org in accordance with the Rule.

"Participating Underwriter" shall mean any of the original underwriters of the Taxable Notes required to comply with the Rule in connection with offering of the Taxable Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Financial Information, Operating Data and Audited Information. (a) The City shall provide to the MSRB annual financial information and operating data as set forth in Schedule A to this Disclosure Certificate, such information and data to be updated as of the end of the preceding fiscal year, except as indicated on Schedule A, and made available within 275 days after the end of each fiscal year, commencing with the fiscal year ending June 30, 2016.

(b) The City shall provide to the MSRB annual audited financial statements of the City, such information to be made available within 275 days after the end of the City's fiscal year, commencing with the fiscal year ending June 30, 2016 unless the audited financial statements are not available on or before such date, in which event said financial statements will be provided promptly when and if available. In the event that audited financial statements are not available within 275 days after the end of the City's fiscal year (commencing with the fiscal year ending June 30, 2016), the City will provide unaudited financial statements within said time period.

(c) The presentation of the financial information referred to in paragraph (a) and in paragraph (b) shall be made in accordance with the same accounting principles as utilized in connection with the presentation of applicable comparable financial information included in the final Official Statement for the Taxable Notes; provided that, the City may modify the accounting principles utilized in the presentation of financial information by amending this Disclosure Certificate pursuant to the provisions of Section 6 hereof. To the extent that changes in generally accepted accounting principles as promulgated to apply to government entities from time to time by the Governmental

Accounting Standards Board (and it successors) are applicable to the presentation of such financial information by the City, the City may utilize such changed principles without being required to amend this Disclosure Certificate in accordance with Section 6 of this Disclosure Certificate.

(d) The City shall provide in a timely manner to the MSRB notice specifying any failure to provide the annual financial information or operating data it has undertaken to provide in accordance with this Section 3.

(e) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City would otherwise be required to provide financial information and operating data pursuant to this Section 3.

(f) The financial information and operating data to be provided pursuant to this Section 3 may be set forth in full in one or more documents or may be incorporated by specific reference to documents available to the public on the MSRB's Internet Website or filed with the Securities and Exchange Commission.

(g) All information provided to the MSRB pursuant to subsections (a), (b), (d) or (e) of this Section 3 shall be in an electronic format as prescribed by the MSRB.

Section 4. Reporting of Listed Events. (a) This Section 4 shall govern the giving of notices of the occurrence of any of the following Listed Events with respect to the Taxable Notes:

i) principal and interest payment delinquencies;
ii) non-payment related defaults, if material;
iii) unscheduled draws on debt service reserves reflecting financial difficulties;
iv) unscheduled draws on credit enhancements reflecting financial difficulties;
v) substitution of credit or liquidity providers, or their failure to perform;
vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Taxable Notes, or other material events affecting the tax status of the Taxable Notes;
vii) modifications to rights of Taxable Noteholders, if material;
viii) Taxable Note calls, if material, and tender offers;
ix) defeasances;
x) release, substitution, or sale of property securing repayment of the Taxable Notes, if material;
xi) rating changes;
xii) bankruptcy, insolvency, receivership or similar event of the City;
xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purpose of the event identified in clause (xii) of this Section 4(a), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(b) Notice of any of the Listed Events identified in Section 4(a) shall be given to the MSRB in a timely manner not in excess of ten (10) business days after the occurrence of the event.

(c) All information provided to the MSRB pursuant to this Section 4 shall be in an electronic format as prescribed by the MSRB.

Section 5. Termination of Reporting Obligations. The City's obligations under this Disclosure Certificate shall terminate upon the payment in full of all of the Taxable Notes either at their maturity or by early redemption. In addition, the City may terminate its obligations under this Disclosure Certificate if and when the City no longer remains an obligated person with respect to the Taxable Notes within the meaning of the Rule.

Section 6. Amendment. This Disclosure Certificate may be amended by the City in its discretion provided that (i) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City as the obligated person with respect to the Taxable Notes, or type of business conducted; (ii) the Disclosure Certificate, as amended, would have complied with the requirements of the Rule at the time of the issuance of the Taxable Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of holders of the Taxable Notes, as determined by counsel selected by the City that is experienced in federal securities law matters, or by an approving vote of the holders of 25% of the outstanding aggregate principal amount of the Taxable Notes. The reasons for any amendment and the impact of the change in the type of operating data or financial information being provided will be explained in information provided with the annual financial information containing the amended operating data or financial information.

Section 7. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any disclosure made pursuant to Section 3(a) or (b) hereof or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any disclosure made pursuant to Section 3(a) or (b) hereof or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future disclosure made pursuant to Section 3(a) or (b) hereof or notice of occurrence of a Listed Event.

Section 8. Law of Maryland. This Disclosure Certificate, and any claim made with respect to the performance by the City of its obligations hereunder, shall be governed by, subject to, and construed according to the laws of the State of Maryland and, if applicable, the federal law of the United States of America.

Section 9. Limitation of Forum. Any suit or other proceeding seeking redress with regard to any claimed failure by the City to perform its obligations under this Disclosure Certificate must be filed in the Circuit Court for Allegany County, Maryland.

Section 10. Limitation on Remedies. The City shall be given notice at the address set forth below of any claimed failure by the City to perform its obligations under this Disclosure Certificate, and the City shall be given 45 days to remedy any such claimed failure. Any suit or other proceeding seeking further redress with regard to any such claimed failure by the City shall be limited to specific performance as the adequate and exclusive remedy available in connection with such action. Written notice to the City shall be given to the City Administrator, City Hall, 57 N. Liberty Street, Cumberland, Maryland, 21502 or at such other alternate address as shall be specified by the City with disclosures made pursuant to Section 3(a) or (b) hereof or a notice of occurrence of a Listed Event.

Section 11. Relationship to Notes. This Disclosure Certificate constitutes an undertaking by the City that is independent of the City's obligations with respect to the Taxable Notes; any breach or default by the City under this Disclosure Certificate shall not constitute or give rise to a breach or default under the Taxable Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the owners and beneficial owners from time to time of the Taxable Notes, and shall create no rights in any other person or entity.

Section 13. MSRB Requirements. All documents provided to the MSRB pursuant to this Disclosure Certificate and the Rule shall be accompanied by identifying information as prescribed by the MSRB.

IN WITNESS WHEREOF, this Continuing Disclosure Certificate is being executed by Mayor and City Council of Cumberland as of this _____ day of _____, 2016.

MAYOR AND CITY COUNCIL OF CUMBERLAND

(SEAL)

By: _____
Brian K. Grim
Mayor

By:_____
Jeffrey D. Rhodes
City Administrator

ATTEST:

_____
Marjorie A. Woodring
City Clerk

SCHEDULE A

(1) Contributions to Employees' Retirement and Pension Systems

(2) Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance

(3) General Fund Statement of Approved Budgets and Actual Operations (including the budget information for the then-current fiscal year)

(4) Assessed value of property and tax rates (in the format of the chart set forth at page __ of the Official Statement dated _____, 2016 relating to the Taxable Notes)

(5) Property Tax Levies and Collections

(5) Schedule of Debt Service Requirements and Long-Term Obligations

Regular Council Agenda
June 7, 2016

Description

Resolution making a Declaration of Official Intent regarding the intent to reimburse from the proceeds of one or more obligations to be issued by the City prior expenditures made in connection with the CSO Storage Facility Project

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

RESOLUTION NO. R2016-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND FOR THE PURPOSE OF MAKING A DECLARATION OF OFFICIAL INTENT PURSUANT TO U.S. TREASURY REGULATION SECTION 1.150-2 REGARDING MAYOR AND CITY COUNCIL OF CUMBERLAND'S INTENTION TO REIMBURSE FROM THE PROCEEDS OF ONE OR MORE OBLIGATIONS TO BE ISSUED BY THE CITY PRIOR EXPENDITURES MADE IN CONNECTION WITH THE COMBINED SEWER OVERFLOW (CSO) STORAGE FACILITY PROJECT.

RECITALS

1. Mayor and City Council of Cumberland (the "City") intends to undertake a project commonly referred to as the "Combined Sewer Overflow (CSO) Storage Facility Project" and, in connection with such undertaking, to acquire or pay for, as applicable, necessary property rights and equipment, related site and utility improvements and related architectural, engineering, planning, design, bidding, acquisition, construction, improvement, installation, modification, demolition, removal, renovation, reconstruction, rehabilitation, equipping, inspection, construction management, permitting, financial, administrative and legal expenses, and costs of related activities, improvements and appurtenances, and has determined to borrow money for the public purpose of financing, reimbursing or refinancing all or a portion of the costs of any components of such activities, together with costs of issuance of any such borrowing (collectively, the "Project").

2. The Maryland Water Quality Financing Administration ("MWQFA") has preliminarily approved loaning the City money for Project purposes.

3. The City currently expects that any loan or loans from MWQFA that are papered by one or more general obligation bonds issued by the City to MWQFA, the interest on which is excludable from gross income for federal income tax purposes, will be in an aggregate principal amount not to exceed $3,900,000.00.

4. In the event the City is not able to borrow from MWQFA all of the anticipated loan funds to finance costs of the Project, the City reasonably anticipates that it will have to borrow money for Project costs from another available source, and that such borrowing will be evidenced by one or more general obligation bonds or other evidences of indebtedness of the City (any such bonds or other evidences of indebtedness, and any bonds issued to MWQFA as described above, the interest on which is intended to be excludable from gross income for federal income tax purposes, are referred to herein as the "Tax-Exempt Bonds").

5. Prior to issuing any Tax-Exempt Bonds, it may be necessary to incur one or more borrowings in order to finance Project costs on an interim basis.

6. The City reasonably expects to spend City funds on Project costs prior to issuance of the Tax-Exempt Bonds to MWQFA (or to any other purchaser in the event MWQFA is not able to provide all of the desired loan funding), and (i) to reimburse the City from proceeds of the Tax-Exempt Bonds for all or a portion of such moneys expended, and/or (ii) to use Tax-Exempt Bond proceeds to refinance any interim borrowing incurred by the City that is applied to reimburse the City for all or a portion of such prior Project expenditures.

7. Section 1.150-2 of the U.S. Treasury Regulations (the "Reimbursement Regulations") provides that local governments funding "original expenditures" intended to be reimbursed from the proceeds of "obligations" must make a declaration of "official intent" in order to qualify such original expenditures for reimbursement from a "reimbursement bond", all within the meaning of the Reimbursement Regulations.

8. The City is an "issuer" for purposes of the Reimbursement Regulations and wishes to adopt this Resolution for the purpose of evidencing the clear and official intent of the City to reimburse from reimbursement bond proceeds (meaning the Tax-Exempt Bonds or any interim financing incurred in anticipation of the Tax-Exempt Bonds) original expenditures made in connection with the Project.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CITY OF CUMBERLAND, THAT:

SECTION 1. The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated by reference herein, and capitalized terms defined in the Recitals to this Resolution and not otherwise defined herein will have the meanings given to such terms in the Recitals hereto.

SECTION 2. In accordance with the Reimbursement Regulations, the Mayor and City Council of the City hereby makes this declaration of official intent to expend money on the Project prior to the issuance of the Tax-Exempt Bonds (or any interim financing incurred in anticipation of the Tax-Exempt Bonds) and to utilize proceeds of the Tax-Exempt Bonds (or such interim financing) to reimburse all or a portion of such original expenditures. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

SECTION 3. The maximum principal amount of the Tax-Exempt Bonds reasonably expected to be issued for the Project (and the maximum principal amount of any interim financing reasonably expected to be incurred by the City in anticipation of the Tax-Exempt Bonds) is Three Million Nine Hundred Thousand Dollars ($3,900,000.00) each.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

Introduced: _____, 2016

Adopted: _____, 2016

Effective: _____, 2016

#187566;10002.064

Regular Council Agenda
June 7, 2016

Description

Order authorizing the abatement of taxes and utilities for City-owned properties at Bishop Walsh Road (2013 Taxes - $852.77 / 2014 Taxes $859.21); 113 Independence Street (Utilities - $5,537.43) ; and 324 N. Waverly Terrace (Utilities - $1,177.53)

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:** __June 7, 2016_

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

THAT, the following taxes and utilities on certain City-owned properties be and are hereby abated:

ADDRESS	TAX ID / ACCT #	ABATEMENT
Bishop Walsh Road	06-050298	2013 Taxes-$852.77; 2014 Taxes $859.21
113 Independence Ave.	410224008	Utilities - $5,537.43
324 Waverly Terrace	270220003	Utilities - $1,177.53

_____

Mayor Brian K. Grim

Real Property Data Search (w1) | **Guide to searching the database**

Search Result for ALLEGANY COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

** DELETED **

Account Identifier: District - 06 Account Number - 050298

Owner Information

Owner Name:	CUMBERLAND MAYOR & CITY COUNCIL	**Use:**	COMMERCIAL
		Principal Residence:	NO
Mailing Address:	C/O US CELLULAR TAX DEPT PO BOX 31369 CHICAGO IL 60631-0369	**Deed Reference:**	/00388/ 00027

Location & Structure Information

Premises Address:	BISHOP WALSH RD CUMBERLAND 21502-0000	**Legal Description:**	1000 SF END OF BISHOP WALSH RD HAYSTACK MT

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0025	0006	0000		0000				2015	Plat Ref:

Special Tax Areas: | **Town:** CUMBERLAND | **Ad Valorem:** | **Tax Class:**

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
			1,000 SF	000000

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation

Value Information

	Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2015	Phase-in Assessments As of 07/01/2016
Land:	87,000	150,000		
Improvements	2,000	2,200		
Total:	89,000	152,200	110,067	131,133
Preferential Land:	0			0

Transfer Information

Seller:	Date: 06/07/1965	Price: $0
Type:	Deed1: /00388/ 00027	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2015	07/01/2016
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00|0.00	0.00|0.00

Tax Exempt: | **Special Tax Recapture:**

Exempt Class: | NONE

Homestead Application Information

Homestead Application Status: No Application

Abate Taxes - 06 050298
2013 - $852.77
2014 - $859.21

Item # 19

City of Cumberland **Live** TA0080S1
3/10/16 PROPERTY TAX SYSTEM

Inquiry

Prop#..: 06-050298 School Dist.: CUMB SCHLS
Owner..: CUMBERLAND MAYOR & CITY COUNCIL F22=Add'l Info
Address: BISHOP WALSH RD
Mail To: CUMBERLAND MAYOR & CITY COUNCIL Payoff Date : 3/10/2016
C/O US CELLULAR TAX DEPT Total Billed: 9,135.69
PO BOX 31369 Tot. Dsc App: .00
CHICAGO IL 60631-0369 Total Paid..: 7,697.50
Phone..: Total Due W/SC: 1,438.19

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2014	1	1	201410377	859.21	.00	309.24	.00	1168.45
_	2013	1	1	201310365	852.77	.00	276.18	859.21	269.74
_	2012	1	1	201210344	846.34	.00	.00	846.34	.00
_	2011	1	1	201110231	839.90	.00	.00	839.90	.00
_	2010	1	1	201010195	817.37	.00	.00	817.37	.00
_	2009	1	1	200910193	794.84	.00	.00	794.84	.00
_	2008	1	1	200810111	753.01	.00	.00	753.01	.00
_	2007	1	1	200710072	720.40	.00	.00	720.40	.00

Real Property Data Search (w4) | Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Account Identifier: **District - 05 Account Number - 013321**

Owner Information

Owner Name:	CUMB MAYOR & CITY COUNCIL OF	Use:	EXEMPT
		Principal Residence:	NO
Mailing Address:	PO BOX 1702 CUMBERLAND MD 21501-1702	Deed Reference:	/00736/ 00332

Location & Structure Information

Premises Address:	113 INDEPENDENCE ST CUMBERLAND 21502-0000	Legal Description:	113-115 INDEPENDENCE ST PT LOT 1 38X110 38X114

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0104	0010	1627		0000				2015	Plat Ref:

Special Tax Areas:	Town:	CUMBERLAND	
	Ad Valorem:		
	Tax Class:		

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
			4,259 SF	

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation

Value Information

	Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2015	Phase-in Assessments As of 07/01/2016
Land:	4,200	3,800		
Improvements	0	0		
Total:	4,200	3,800	3,800	3,800
Preferential Land:	0			0

Transfer Information

Seller: ELLIOTT, ROGER L	Date: 10/04/2004	Price: $0
Type: NON-ARMS LENGTH OTHER	Deed1: /00736/ 00332	Deed2:
Seller: ELLIOTT, ROGER L-BONNIE J	Date: 06/28/1991	Price: $0
Type: NON-ARMS LENGTH OTHER	Deed1: /00595/ 00559	Deed2:
Seller: LINDNER, GARY & THOMAS FRAM	Date: 07/28/1987	Price: $60,000
Type: NON-ARMS LENGTH OTHER	Deed1: /00565/ 00341	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2015	07/01/2016
County:	670	3,800.00	3,800.00
State:	670	3,800.00	3,800.00
Municipal:	670	3,800.00|3,800.00	3,800.00|3,800.00

Tax Exempt:	Special Tax Recapture:
Exempt Class:	NONE

Homestead Application Information

Homestead Application Status: No Application

Abate Utility Account
113 Independence St
410224008
$ 5537.43

Item # 19

-Display Account----------UT7031S1-
-Transaction Inquiry----------UT7010S1-

Account#: 410224008 6268 Current Balance . : 5,537.43
Name . : R L ELLIOTT
Address : 113 INDEPENDENCE ST

Type options, press Enter. Reset: _____
5=Detail 6=Reprint Bill 7=Reverse 11=Mtr Hist 16=Other Charges
More: +

Opt	Type	Date	Amount	Posted	Due Date	Balance
__	Penalty	6/08/2005	54.73	6/08/2005		5537.43
__	Penalty	5/11/2005	54.73	5/11/2005		5482.70
__	Penalty	4/11/2005	54.73	4/11/2005		5427.97
__	Bill	3/08/2005	.00	3/09/2005	4/07/2005	5373.24
__	Penalty	3/08/2005	54.73	3/08/2005		5373.24
__	Penalty	2/14/2005	54.73	2/14/2005		5318.51
__	Penalty	1/13/2005	54.73	1/13/2005		5263.78
__	Bill	12/07/2004	.00	12/08/2004	1/07/2005	5209.05
__	Penalty	12/07/2004	54.73	12/07/2004		5209.05
__	Penalty	11/12/2004	54.73	11/12/2004		5154.32

More...

-F3=Exit F5=Refresh F6=Add Adjust F7=Event History F22=More Keys-----

City of Cumb.

Real Property Data Search (w4) | Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Account Identifier: **District - 22 Account Number - 003496**

Owner Information

Owner Name:	MAYOR-CITY COUNCIL OF CUMBERLAND	Use:	EXEMPT
		Principal Residence:	NO
Mailing Address:	CITY HALL CUMBERLAND MD 21502	Deed Reference:	/00629/ 00550

Location & Structure Information

Premises Address:	324 N WAVERLY TER CUMBERLAND 21502-0000	Legal Description:	RR 324 N WAVERLY TER 25X26

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0105	0003	0021		0000				2015	Plat Ref:

Special Tax Areas:	Town:	CUMBERLAND	
	Ad Valorem:		
	Tax Class:		

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
			650 SF	

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation

Value Information

	Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2015	Phase-in Assessments As of 07/01/2016
Land:	500	500		
Improvements	0	0		
Total:	500	500	500	500
Preferential Land:	0			0

Transfer Information

Seller: CRAWFORD, EDDIE-NANCY	Date: 08/22/1995	Price: $898
Type: NON-ARMS LENGTH OTHER	Deed1: /00629/ 00550	Deed2:
Seller: BOSLEY, LILA L	Date: 06/06/1989	Price: $5,000
Type: ARMS LENGTH IMPROVED	Deed1: /00580/ 00629	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2015	07/01/2016
County:	670	500.00	500.00
State:	670	500.00	500.00
Municipal:	670	500.00|500.00	500.00|500.00

Tax Exempt:	Special Tax Recapture:
Exempt Class:	NONE

Homestead Application Information

Homestead Application Status: No Application

Abate Utility Account
324 N Waverly Terr
270220003
$ 117753

Item # 19

CITY CUMBERLAND UT0865S1

-Display Account Customer History UT7033S1-

-Work with Account Customer UT2435S1-

Account: 270220003
Address: 324 R WAVERLY TERR
CUMBERLAND, MD 21502

Type options, press Enter.
2=Change 4=Delete 5=Display 6=Print 17=Address Services

Opt	Customer Number	Customer Name	Account Balance	Move In Date
__	322	CITY OF CUMBERLAND,,	.00	2/11/2016
__	4281	CRAWFORD,E,,	1177.53	1/01/1950

Bottom

F3=Exit F5=Refresh F12=Cancel F15=My Activities

Regular Council Agenda
June 7, 2016

Description

Order accepting the bid of Link Computer Corporation to provide a VOIP Telephony and Unified Communications System in the amount not to exceed $89,991.11

Approval, Acceptance / Recommendation

MIS recommends accepting the above project bid from Link Computer Corporation for a total of $89,991.11. This is the second lowest bid we received. Link is proposing a Cisco Unified Communications Solution. Cisco is the world leader and number one manufacturer of business communication solutions, and is the Gartner Magic Quadrant market leader in several categories, including IP Telephony, Unified Communications, Conferencing, Telepresence, and Customer Care. The Gartner Quadrant provides an independent, highly reputable reference point for a vendor's position in the marketplace. The Cisco Unified Communication System provides the latest communication technology, but is scalable, flexible, affordable, easy to manage, and can evolve with the needs of the City of Cumberland. The Cisco solution offers a commitment to investment protection; for example, the products can integrate with Microsoft Active Directory and Google Apps, both of which the city use. And, the Cisco solution offers maturity and vision; Cisco began developing IP communications solutions in 1997, and has been in the business longer than any other vendor. Our current system became obsolete within five years after purchase. We cannot predict the future, but we feel the Cisco solution offers the best long-term strategic investment as well as the best fit for the city's needs.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

$89,991.11

Source of Funding (if applicable)

Funding will be budgeted throughout all departments.

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __June 07, 2016___**

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

THAT, the proposal of Link Computer Corporation, Stadium Drive, Bellwood, Pennsylvania, 16617, to provide equipment for the VOIP Telephony and Unified Communications project , be and is hereby accepted in an amount not to exceed Eighty-nine Thousand, Nine Hundred Ninety-one and Eleven Cents ($89,991.11); and

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

_____

Brian K. Grim, Mayor

Company	Total Bid
Link Computer Corporation	$89,991.11
Dauphin DataCom	VM Ware - $66,194.16; ON Premise - $69,986.00
CC Consulting LLC (Xorcom)	$121,326.00 + tax
Jive Communications , Inc.	1-Time - $8,850.00; Monthly recurring - $3,395.79
Converge One, Inc.	Option 1 - $105,854.57; Option 2 - $116,558.40
AT&T Corporation	Per Month - $3,517.25; Non-recurring - $66,040.53
IPC Technologies, Inc.	$112,920.70
Contineo Consulting on behalf of Fonality – Option A	1-Time - $7,449.00; Monthly recurring - $2,328.75
Contineo Consulting on behalf of Fonality – Option B	1-Time - $7,777.00; Monthly recurring - $4,232.00

Funding will be derived from all departments.

VOIP Telephony and Unified Communications Proposal

Bid Opening Results: April 13, 2016 - 2:30 p.m., City Hall Council Chambers

Below are the initial bid results for the above-identified project. The bid submissions will be reviewed by the MIS Department and a recommendation will be forwarded to the Mayor and City Council for final approval.

Company	Total Bid	Affidavit	Local Preference
Dauphin DataCom - VM Ware **1830 S. 19th Street** **Harrisburg, PA 17104**	$ 66,194.16	Yes	N/A
Dauphin DataCom - ON-Premise **1830 S. 19th Street** **Harrisburg, PA 17104**	$69,986.00	Yes	N/A
Dauphin DataCom **911/Mass Emergency Notification**	Rejected - Not submitted on City Bid Forms		
CC Consulting LLC (Xorcom) **330 Faggs Manor Road** **Cochranville, PA 19330**	$121,326.00 plus tax	Yes	None submitted
Jive Communications, Inc. **1275 W 1600 N** **Orem, UT 84057**	$8,850 (one-time charges) $3,395.79 (monthly recurring for life of contract)	Yes	None submitted
Converge One, Inc. - Option 1 **3344 Highway 149** **Eagan, MN 55121**	$105,854.57	Yes	N/A

AT&T Corp	$3,517.25 per month	Yes	None submitted
7229 Parkway Dr.	$66,040.53 Nonrecurring Cost (not including any applicable taxes or regulatory fees)		
Hanover, MD 21076			
Converge One, Inc. - Option 2	$116,558.40	Yes	N/A
3344 Highway 149			
Eagan, MN 55121			
IPC Technologies, Inc	$112,920.70	Yes	N/A
7200 Glen Forest Drive			
Richmond, VA 23226			
Link Computer Corp	$89,991.11	Yes	N/A
Stadium Drive			
Bellwood, PA 16617			
Contineo Consulting on behalf of Fonality	OPTION A: On Premise, Own Equipment, One-time Charges $7,449.00	Yes	N/A
6900 Dallas Parkway, STE 250	Monthly Charges $2,328.75		
Plan, TX 75024	OPTION B: Fully Hoted, Lease Equipment, One-time Charges $7,777.00		
	Monthly Charges $4,232.00		

Regular Council Agenda
June 7, 2016

Description

Order approving the execution of a Lease Agreement with Coach's Entertainment Enterprises, LLC t/a Mezzos for the use of public right-of-way in front of Mezzo's Restaurant at 114 S. Centre Street for dining and entertaining purposes for the period of July 1, 2016 through March 31, 2017

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:** __June 7, 2016__

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and Coach's Entertainment Enterprises, L.L.C. T/A Mezzos, to permit the use of a portion of the rights-of-way in the area of 114 S. Centre Street for entertainment purposes; and

BE IT FURTHER ORDERED, that the term of this lease shall commence on July 1, 2016 and shall terminate March 31, 2017, unless terminated sooner as provided for by the Lease, for the cost of One Dollar ($1.00).

_____

Brian K. Grim, Mayor

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2016, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **COACHS ENTERTAINMENT ENTERPRISES, L.L.C. T/A MEZZOS** ("Lessee").

WHEREAS, Lessee operates a restaurant at 114 S. Centre Street, Cumberland, MD 21502;

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

WHEREAS, Lessee wishes to expand its operation to include outside café dining on portions of the public right-of-way adjacent to its restaurant as well as for entertainment purposes on one of the aforesaid rights-of-way; and

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

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

1. **Demise**. Subject to the hereinafter set forth provisions, the City hereby leases to Lessee the following parcels of property located on the public rights-of-way adjacent to Lessee's restaurant:

(a) The area measuring 6 feet in depth and 32 feet in width adjacent to the restaurant building on the South Centre Street side of the restaurant property; and

(b) The portion of the alley located on the northern side of the restaurant property, for the full width of the alley, running with the northeastern corner of the restaurant building through to S. Centre Street.

The demised parcels, being shown on the plat attached hereto as Exhibit 1, are hereinafter referred to collectively as the "Demised Premises" and the portion of the Demised Premises described in paragraph 1(b) above are hereinafter referred to as the "Alley Parcel."

2. **Term.** The term of this lease shall commence on July 1, 2016 and shall terminate on March 31, 2017, unless sooner terminated as provided for herein.

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

The Alley Parcel may be used for the aforesaid purposes on Fridays and Saturdays from 5 p.m. until midnight during the period of each year during the term of this Lease which falls between May 30 and October 31. In additional to the uses applicable to the Demised Premises as a whole, the Alley Parcel may be utilized for the purpose of provided entertainment for Lessee's customers; provided, however, that Lessee shall comply with all requests made by the City of Cumberland Police Department relative to noise control and it may, in its absolute discretion in the vent there are noise issues or issues relative to the disorderly conduct of Lessee's patrons, direct that the use of the Alley Parcel be terminated on any particular evening for either outdoor dining, the provision of entertainment or for both purposes.

The Lessee shall coordinate its outdoor entertainment with the Downtown Development Commission so as to ensure that it does not interfere with outdoor entertainment provided by the Downtown Development Commission. To the extent that it interferes, it will not be permitted and shall be subject to being terminated by the City of Cumberland Police Department on any particular evening.

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

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

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

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

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

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

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

11. Utilities, Construction of Improvements. Lessee shall not construct any improvements in the area of the Demised Premises. The Demised Premises shall be subject to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric, and telephone service providers, for the full length and width of both parcels comprising the Demised Premises for any existing utility lines, for drainage and for the installation, repair, replacement and/or maintenance of any needed or existing utility lines and storm water management and sediment and erosion control devises and improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Daniel Bowser, Member
Coachs Entertainment Enterprises, L.L.C.
402 Wempe Drive
Cumberland, MD 21502

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

COACHS ENTERTAINMENT ENTERPRISES, LLC T/A MEZZOS

By: _____
Daniel Bowser, Member

By: _____
Bernard Nichols, III, Member

_____
WITNESS

_____
WITNESS

Regular Council Agenda
June 7, 2016

Description

Order authorizing the execution of an Engineering Services Agreement with Whitman, Requardt and Associates (WR&A) to finalize contract documents and provide advertising/bidding phase services for Phase I of the CSO Storage Facility Project (01-10-WWTP) in an amount not-to-exceed $111,037

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute an Engineering Services Agreement with WR&A to allow them to finalize contract documents and provide advertising and bidding services relative to Phase I of the CSO Storage Facility Project (01-10-WWTP). WR&A will be reimbursed in an amount not-to-exceed $111,037.00.

☑ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

$1,593,524

Source of Funding (if applicable)

003.399CS.201000
Maryland Water Quality Financing Administration (MWQFA) Loan

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __June 7, 2016_

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

THAT, the Mayor be and is hereby authorized to execute an Engineering Services Agreement by and between the Mayor and City Council of Cumberland and Whitman, Requardt and Associates (WRA), LLP, 801 S. Caroline Street, Baltimore, MD 21231, to finalize contract documents and provide advertising/bidding phase services for Phase I of the CSO Storage Facility Project (01-10-WWTP); and

BE IT FURTHER ORDERED, that WRA shall be reimbursed for their services pertaining to this Agreement in an amount not to exceed One Hundred Eleven Thousand, Thirty-Seven Dollars and No Cents ($ 111,037.00).

_____

Mayor Brian K. Grim

Funding: 003.399CS.201000
Maryland Water Quality Financing Administration (MWQFA) Loan

ENGINEERING SERVICES AGREEMENT

BETWEEN

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
ENGINEERING DEPARTMENT
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21501-1702

AND

WHITMAN, REQUARDT AND ASSOCIATES, LLP
801 S. CAROLINE ST
BALTIMORE, MARYLAND 21231

FOR

CITY OF CUMBERLAND, MD
CSO STORAGE FACILITY AT WWTP
CITY PROJECT NO. 01-10-WWTP

FINALIZE CONTRACT DOCUMENTS AND ADVERTISE/BIDDING PHASE SERVICES

MAY 2016

ENGINEERING SERVICES AGREEMENT

AGREEMENT made by and between The Mayor and City Council of Cumberland, Maryland (the OWNER) and Whitman, Requardt and Associates, LLP (the ENGINEER) for professional engineering services, as hereinafter specified, in connection with the Owner's needs.

The engineering services to be performed under the terms of this Agreement are engineering services for the preparation of contract documents and construction phase services for the **City of Cumberland, MD CSO Storage Facility at WWTP, City Project No. 01-10-WWTP**.

SECTION 1 - SCOPE OF WORK

1.1 SCOPE OF WORK

The scope of work is as defined in **Attachment "A", Finalize Contract Documents and Advertise/Bidding Phase Services dated May 19, 2016** hereby made part of this Agreement as an incorporated document as defined in Section 6 of this Agreement.

1.2 SCHEDULE

It is anticipated that the services shall be started on June 1, 2016. The schedule shall be as stipulated in **Attachment "A", Finalize Contract Documents and Advertise/Bidding Phase Services dated May 19, 2016,** adjusted for the actual date of the notice to proceed given by the Owner.

1.3 DURATION

It is anticipated that all the services as described herein will be completed by December 31, 2016, adjusted for the actual date of the notice to proceed given by the owner.

SECTION 2 - COMPENSATION AND PAYMENT

2.1 Method of Payment for Services

The OWNER will pay the ENGINEER for services performed under SECTION 1.0, the total of (1) all direct technical employee payroll times the factor of 2.34 to cover

all travel and transportation costs, overhead and compensation, plus (2) the cost of reimbursable expenses, as defined hereinafter. Payroll costs to be multiplied by the factor include the salaries of engineers, architects, designers, CADD technicians, surveyors, inspectors, and other personnel assigned and contributing technical effort to the project.

Reimbursable expenses shall mean the expense of reproduction of documents, photographs, subcontractor costs, and similar items of direct expense.

Progress payments shall be made at approximately 4-week intervals based upon the services performed and shall be paid by OWNER within 30 days of their receipt.

2.2 Payment Limits

2.2.1 Payment to the Engineer for all services rendered in accordance with this Agreement (including reimbursable expenses) shall not exceed **$111,037** for services as detailed in **Attachment "A", Finalize Contract Documents and Advertise/Bidding Phase Services dated May 19, 2016.** Construction Phase Services will be authorized at a later date.

2.3 General

2.3.1 If the Agreement is terminated through no fault of the ENGINEER during any phase of basic services, the ENGINEER shall be compensated on the basis of billing charges, and shall be paid for services rendered to the date of termination.

2.3.2 In the event of such termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

2.4 Access and Audit

The Engineer shall maintain books, records, documents, and other evidence directly pertinent to the performance under this agreement in accordance with accepted professionals practice and with appropriate accounting procedures and practices, and shall make such materials available to the City of Cumberland and to the State of Maryland at all reasonable times during the period of this agreement and for three (3) years from the date of final payment.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Responsibility of Engineer

3.1.1 In performing professional services described in this AGREEMENT, the ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.

3.1.2 The ENGINEER will employ registered professional engineers, duly licensed in the State of Maryland, in responsible charge of the work covered by the AGREEMENT.

3.1.3 The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award and making of this AGREEMENT.

3.2 Responsibility of the Owner

During the performance of the engineering services, the OWNER will:

A. Provide full information as to its requirements.

B. Provide copies of applicable records of OWNER, including but not limited to reports, record drawings, city regulations, correspondence from regulatory agencies, and other pertinent data.

C. Provide labor for operating the utility system facilities during evaluation and measurements performed by the ENGINEER, for excavating test pits and for providing access to observe equipment and underground utilities.

D. Make arrangements for and accompany ENGINEER at meetings with other agents of the OWNER, his employees or other interested parties or regulatory entities.

E. Provide the latest version of City-approved standards including standard specifications, details and CADD procedures.

F. Examine documents submitted by ENGINEER and render timely decisions.

G. Acquire the permits as required, including the CSX permit and the National Park Services special use permit, if required.

H. Provide final copies of documents prepared by others for construction purposes.

I. Give prompt written notice to ENGINEER whenever OWNER becomes aware of any defect in the project.

J. Legal services and advice on the project.

K. Payment for advertisement and bidding.

3.3 Termination

This AGREEMENT may be terminated by either party by five (5) days' written notice in the event substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, the ENGINEER shall be paid for expenses performed to the termination notice date, plus reasonable termination expenses (if termination is not the fault of the ENGINEER), including any unpaid reimbursable or subcontractor expenses.

3.4 Due Care

Services performed by the ENGINEER under this AGREEMENT will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.

3.5 Estimates

Since the ENGINEER has no control over the cost of labor and materials, or over the competitive bidding and market conditions, the estimates of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. The ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the project construction costs.

3.6 Indemnification and Insurance

3.6.1 Indemnification

The ENGINEER agrees that he shall indemnify and hold the OWNER, its employees and officers, from and against any and all damages, liabilities and

expenses, including reasonable attorney's fees to the extent recoverable under applicable law, caused by the negligent actions or omissions of the Engineer, its employees, agents, subcontractors, consultants, or subconsultants in performing the services under this Agreement.

3.6.2 Insurance

The ENGINEER shall provide insurance coverage for itself and all of its' employees, if any, used in connection with this Agreement as follows: Workmen's Compensation as required by prevailing laws, comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars ($1,000,000.00). Such policies shall be issued by a financial sound carrier and/or carriers and shall be subject to the reasonable approval of the City. The Engineer shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

3.7 Successors and Assigns

This Agreement, and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the OWNER and the Engineer, and their respective legal representatives, successors, and assigns.

3.8 Records

The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and all other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds. Such records shall be made available for audit purpose to the OWNER or its authorized representatives upon request.

3.9 Reports and Information

The Engineer, at such time and in such form as the OWNER may require, shall furnish the OWNER such periodic reports as the OWNER may request pertaining to the work or services undertaken pursuant to this Agreement.

SECTION 4 - SPECIAL REQUIREMENTS

4.1 Discrimination

In the performance of this AGREEMENT the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

4.2 Findings Confidential

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, and other documents (the Documents) prepared, assembled or drafted by the Engineer under this Agreement are confidential, and the Engineer agrees that the Documents shall not be made available to anyone, without the prior written approval of the City. Furthermore, the Documents shall become the property of the OWNER.

4.3 Reuse of Documents

The Engineer does not represent that the documents which he has prepared are intended to be suitable for reuse by the City or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the user's sole risk.

4.4 Subcontractors

The ENGINEER shall not use any consultants, subconsultants, or subcontractors, except as indicated herein, to perform any of the services required under this Agreement without the prior written approval of the City.

4.5 Notices

Any notice which is required, or may be given in connection with this Agreement shall be addressed as follows:

The OWNER:

Mr. John J. DiFonzo P.E., Director of Engineering
City of Cumberland
57 N. Liberty St.
Cumberland, MD 21501-1702

The Engineer:

Dennis J. Hasson, P.E., BCEE, Partner
Whitman, Requardt and Associates, LLP
801 S. Caroline St.
Baltimore, Maryland 21231

4.6 Independent Contractor

The Engineer (and its employees and agents) is an independent contractor and not an employee or agent of the OWNER.

4.7 Oral Modifications

This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

SECTION 5 - JURISDICTION

The parties agree that any and all disputes arising out of this AGREEMENT shall be resolved in accordance with the laws of the State of Maryland. The parties further agree to submit exclusively to the jurisdiction of the courts of the State of Maryland for resolution of such disputes.

SECTION 6 – INCORPORATED DOCUMENTS

6.1 This agreement incorporates the following appendices:

6.1.1 Attachment "A": Finalize Contract Documents and Advertise/Bidding Phase Services dated May 19, 2016

6.1.2 Attachment "B": WRA Multiplier Breakdown for this Project

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on the dates set forth below in the City of Cumberland, Maryland.

Signed, Sealed and Delivered
In the presence of:

OWNER

THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD

ATTEST

By:_____

By: _____
Brian K. Grim, Mayor

Date: _____

ENGINEER
WHITMAN, REQUARDT AND ASSOCIATES, LLP

ATTEST

By_____

By:_____
Dennis J. Hasson, P.E., BCEE, Partner

Date: 5/19/16

Attachment A

SCOPE OF WORK

FINALIZE CONTRACT DOCUMENTS
AND
ADVERTISE/BIDDING PHASE SERVICES

FOR
PHASE I CSO STORAGE FACILITY

CITY PROJECT NO. 01-10-WWTP

May 19, 2016

The scope of work described herein includes required modifications and updates to project documents, and assistance in advertisement and bidding for Phase I of the CSO Storage Facility.

Task A – Permitting

Permits and approvals for this project were acquired from a number of local, state, and federal agencies in 2014, as listed below. WRA and our Subconsultant S&S Planning and Design, LLC will renew and update the required permits as necessary to get the project ready to bid.

1. ***Maryland Department of the Environment Construction Permit***
2. ***Erosion and Sediment Erosion Permit***
3. ***NPDES Permit***
4. ***Maryland Historic Trust & Rare, Threatened, Endangered Species (RTE) Habitat***
5. ***MDE Waterway Permit/ Army Corps of Engineers***
6. ***MDE Water Appropriation and Use Permit, Groundwater Discharge Permit, and Stormwater Discharge Permit***
7. ***Federal Aviation Administration***

Task B Update/Modify Existing Documents

WRA will review the documents to ensure that the most recent versions of the standards are referenced and the equipment and materials specified are up to date and current. The front end of the specifications will be updated as necessary.

If required, WRA and Carroll Engineering, Inc. will also evaluate the feasibility of specifying a pre-cast structure for the storage portion of concrete work. If such an addition is deemed feasible, the pre-cast design will be incorporated into the project

documents, including relevant specifications, basis of design requirements, up to one (1) extra drawing and updated notes and references on the drawings as needed.

Task C Advertise/Bidding Services

1. Reproduce Contract Documents for Bidding

WRA will assist the City in reproduction of documents for bidding.

3. Attend Pre-Bid Meeting

WRA shall attend a pre-bid meeting, and answer pertinent questions.

4. Prepare Addenda

WRA shall respond to inquiries from the Project Manager and provide interpretations of the contract documents. WR&A shall prepare two (2) addenda as necessary during the bidding period.

5. Maintain Bidders List

WRA shall maintain a bidders list.

6. Review Bids and Make Recommendation

WRA shall review bids and make a recommendation to the City of Cumberland for award of bid.

SCHEDULE

This schedule for this scope assumes a Notice to Proceed of June 1, 2016 with Advertising/Bidding this summer, and a recommendation for award by December 2016.

FEE SUMMARY

The summary of our fee as described in our Scope of Services, is as follows:

WRA	**$83,937**
Subconsultants:	
S&S Planning and Design, LLC (WBE)	$3,800
Sidhu Associates, Inc. (MBE)	$1,000
Carrol Engineering, Inc. (WBE)	$22,300
TOTAL	**$111,037**

Attachment A

MANHOUR ESTIMATE AND PROPOSAL

CLIENT: City of Cumberland

PROJECT DESCRIPTION: Combined Sewer Overflow Storage Facility at WWTP, Phase I

REVISION #5
DATE 5/19/2016
BY MB

TASK		Project Manager	Civil Associate / Project Manager	Civil Engineer	Civil Designer / CADD	Geotech. Assoc./ Proj. Engr.	Geotech Engineer	Arch. Assoc./ Proj. Arch.	Architect CADD	Trans. Engineer	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Elect. Assoc. / Proj. Engr.	Elect. Engineer	Elect. Designer / CADD	SCADA Assoc./ Engineer	SCADA Designer/ CADD	Resident Inspector	Construction Manager - CPM Schedule	Document Control Manager	Survey Manager	Environmental PM	Environmental Planner	Environmental Tech	WR&A TOTALS	WR&A EXPENSES		Subcontractor hours	Subcontractor Payroll	Subcontractor Expenses	
	Use Labor Cost Rates for year: 2016	$77	$67	$47	$34	$80	$50	$52	$60	$31	$62	$60	$34	$75	$58	$36	$80	$54	$31	$80	$56	$40	$60	$35	$48	$64	$38	$33		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK A	Permitting																																		
1	MDE Construction Permit		2	2	2																								6	R	$500			-	$
2	Erosion and Sediment Control Permit			2																									2	-	$				
3	NPDES Permit		2	4																									6	R	$500				
4	MHT & RTE Species Habitat		2																										2	-	$		$1,000		
5	MDE Waterways Permit/ACOE		2																										2	R	$		$1,000		
6	MDE Water Appropriation and Use Permit		2																										2	R	$		$1,000		
7	FAA Permit		2																										2	-	$		$800		
	SUBTOTALS =	0	12	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	$1,000				-	$
	SUB-TOTAL DOLLARS =	$0	$1,894	$970	$157	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,921						
			22	Civil	$2,921	0	Geotech	0	Architect	$0	0	Structural	$0	0	Mech.	$0	0	Electrical	$0	0	$0		0	Construction	$0	0	Envir.	$0							

Subcontractor Total	$3,800
Profit on Sub	0.0%
WR&A Total	$3,921
TASK A TOTAL	$7,721

TASK		Project Manager	Civil Associate / Project Manager	Civil Engineer	Civil Designer / CADD	Geotech. Assoc./ Proj. Engr.	Geotech Engineer	Arch. Assoc./ Proj. Arch.	Architect CADD	Trans. Engineer	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Elect. Assoc. / Proj. Engr.	Elect. Engineer	Elect. Designer / CADD	SCADA Assoc./ Engineer	SCADA Designer/ CADD	Resident Inspector	Construction Manager - CPM Schedule	Document Control Manager	Survey Manager	Environmental PM	Environmental Planner	Environmental Tech	WR&A TOTALS	WR&A EXPENSES		Subcontractor hours	Subcontractor Payroll	Subcontractor Expenses	
	Use Labor Cost Rates for year: 2016	$77	$67	$47	$34	$80	$50	$52	$60	$31	$62	$60	$34	$75	$58	$36	$80	$54	$31	$80	$56	$40	$60	$35	$48	$64	$38	$33		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK B	Update/Modify Existing Documents																																		
1	Update/Modify Existing Documents		16	40	16			8	40		8	40		8	24		4			4	4								212				$18,900	-	$
																													0	-	$			-	$
	SUBTOTALS =	0	16	40	16	0	0	8	40	0	8	40	0	8	24	0	4	0	0	4	4	0	0	0	0	0	0	0	212	$0					
	SUB-TOTAL DOLLARS =	$0	$2,535	$4,352	$1,254	$0	$0	$977	$3,635	$0	$1,136	$5,569	$0	$1,401	$3,269	$0	$749	$0	$0	$749	$527	$0	$0	$0	$0	$0	$0	$0	$28,163						
			72	Civil	$8,132	0	Geotech	48	Architect	$6,612	48	Structural	$6,725	32	Mech.	$4,670	4	Electrical	$749	8	$527		0	Construction	$0	0	Envir.	$0							

Subcontractor Total	$18,900
Profit on Sub	0.0%
WR&A Total	$28,163
TASK B TOTAL	$47,063

TASK		Project Manager	Civil Associate / Project Manager	Civil Engineer	Civil Designer / CADD	Geotech. Assoc./ Proj. Engr.	Geotech Engineer	Arch. Assoc./ Proj. Arch.	Architect CADD	Trans. Engineer	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Elect. Assoc. / Proj. Engr.	Elect. Engineer	Elect. Designer / CADD	SCADA Assoc./ Engineer	SCADA Designer/ CADD	Resident Inspector	Construction Manager - CPM Schedule	Document Control Manager	Survey Manager	Environmental PM	Environmental Planner	Environmental Tech	WR&A TOTALS	WR&A EXPENSES		Subcontractor hours	Subcontractor Payroll	Subcontractor Expenses	
	Use Labor Cost Rates for year: 2016	$77	$67	$47	$34	$80	$50	$52	$60	$31	$62	$60	$34	$75	$58	$36	$80	$54	$31	$80	$56	$40	$60	$35	$48	$64	$38	$33		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK C	Advertise/Bidding Services																																		
1	Reproduce Contract Documents for Bidding		30		40																								70	R	$1,050		$1,400	-	$
2	Attend Pre-Bid Meeting	8	16											8															32	-	$				
3	Prepare Addenda	1	80		40		4	2				12		4	24			2		8									177	-	$		$1,900		
4	Maintain Bidders List	1	40																										41	-	$				
5	Review Bids and Make Recommendation	2	40											2															44	-	$		$1,100		
																													0	-	$			-	$
	SUBTOTALS =	12	206	0	80	0	4	2	0	0	0	12	0	14	24	0	0	2	0	8	0	0	0	0	0	0	0	0	364	$1,050					
	SUB-TOTAL DOLLARS =	$2,165	$32,514	$0	$6,271	$0	$468	$244	$0	$0	$0	$1,671	$0	$2,452	$3,269	$0	$0	$252	$0	$1,498	$0	$0	$0	$0	$0	$0	$0	$0	$50,803						
			386	Civil	$38,785	4	Geotech	2	Architect	$244	12	Structural	$1,671	38	Mech.	$3,721	2	Electrical	$252	8	$0		0	Construction	$0	0	Envir.	$0							

Subcontractor Total	$4,400
Profit on Sub	0.0%
WR&A Total	$51,853
TASK C TOTAL	$56,253

Total Tasks A-C **$111,037**

Bare Labor Cost rates for year	2016	$77.10	$67.45	$46.50	$33.50	$80.00	$50.00	$52.20	$60.20	$30.70	$61.75	$59.50	$34.00	$74.85	$58.20	$35.50	$80.00	$53.75	$30.60	$80.00	$56.25	$40.00	$60.00	$35.00	$48.00	$64.35	$38.35	$33.00
Contract Rates - LOADED LABOR AT A FACTOR OF:	2.34	$180.41	$157.83	$108.81	$78.39	$187.20	$117.00	$122.15	$140.87	$71.84	$144.50	$139.23	$79.56	$175.15	$136.19	$83.07	$187.20	$125.78	$71.60	$187.20	$131.63	$93.60	$140.40	$81.90	$112.32	$150.58	$89.74	$77.22

S = Subcontractor

L= laboratory Cost

R=Reproduction

T = Travel

Whitman, Requardt and Associates, LLP

Statement of Direct Labor, Fringe Benefits,
and General Overhead
Year Ended December 31, 2015

	Office Percent of Direct Labor
Direct Labor	**85.25%**
Fringe Benefits:	
Employee Benefits	0.13%
Group Insurance	10.09%
Paid Leave	11.07%
Payroll Taxes	10.88%
Pension Plan expense	3.47%
Workers Comp Insurance	0.26%
Total Fringe Benefits	**35.90%**
General Overhead:	
Advertising	0.00%
Automobile	1.29%
Bad Debt Expense	0.00%
Building Costs (Rent)	8.41%
Community Service Activities	0.07%
Computer and CAD	5.30%
Contributions	0.00%
Depreciation	0.81%
Direct Selling	0.11%
Dues and Subscriptions	0.41%
Educations and Seminars	0.42%
Employee Recruiting	0.37%
Indirect Labor	46.67%
Insurance	3.29%
Miscellaneous	0.13%
Office Supplies	0.88%
Parking	1.12%
Postage	0.18%
Professional Development	0.36%
Professional Fees	3.09%
Reference Material	0.12%
Relocation	0.08%
Reproduction Expense (Net)	0.96%
Taxes	0.58%
Telephone	0.69%
Travel	1.15%
Total General Overhead	**76.49%**
Total FAR Overhead	**112.39%**

WRA

Attachment A

SCOPE OF WORK

FINALIZE CONTRACT DOCUMENTS
AND
ADVERTISE/BIDDING PHASE SERVICES

FOR
PHASE I CSO STORAGE FACILITY

CITY PROJECT NO. 01-10-WWTP

May 19, 2016

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3. ***NPDES Permit***
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TOTAL	**$111,037**

Attachment A

MANHOUR ESTIMATE AND PROPOSAL

CLIENT:City of Cumberland

PROJECT DESCRIPTION: Combined Sewer Overflow Storage Facility at WWTP, Phase I

REVISION #5
DATE 5/19/2016
BY MB

TASK		Project Manager	Civil Associate / Project Manager	Civil Engineer	Civil Designer / CADD	Geotech. Assoc./ Proj. Engr.	Geotech Engineer	Arch. Assoc. / Proj. Arch.	Architect CADD	Trans. Engineer	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Elect. Assoc. / Proj. Engr.	Elect. Engineer	Elect. Designer / CADD	SCADA Assoc. / Engineer	SCADA Designer/ CADD	Resident Inspector	Construction Manager - CPM Schedule	Document Control Manager	Survey Manager	Environmental PM	Environmental Planner	Environmental Tech	WR&A TOTALS	WR&A EXPENSES		Subcontractor hours	Subcontractor Payroll	Subcontractor Expenses	
	Use Labor Cost Rates for year: 2016	$77	$67	$47	$34	$80	$50	$52	$60	$31	$62	$60	$34	$75	$58	$36	$80	$54	$31	$80	$56	$40	$60	$35	$48	$64	$38	$33		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK A	**Permitting**																																		
1	MDE Construction Permit		2	2	2																								6	R	$500			-	$
2	Erosion and Sediment Control Permit			2																									2	-	$				
3	NPDES Permit		2	4																									6	R	$500				
4	MHT & RTE Species Habitat		2																										2	-	$		$1,000		
5	MDE Waterways Permit/ACOE		2																										2	R	$		$1,000		
6	MDE Water Appropriation and Use Permit		2																										2	R	$		$1,000		
7	FAA Permit		2																										2	-	$		$800		
	SUBTOTALS =	0	12	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	$1,000				-	$
	SUB-TOTAL DOLLARS =	$0	$1,894	$870	$137	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,921				*Subcontractor Total*		$3,800
			22	Civil	$2,921	0	Geotech	0	Architect	$0	0	Structural	$0	0	Mech.	$0	0	Electrical	$0	0	$0		0	Construction	$0	0	Envir.	$0					*Profit on Sub*		0.0%
																																	WR&A Total		$3,921
																																	TASK A TOTAL		$7,721
	Use Labor Cost Rates for year: 2016	$77	$67	$47	$34	$80	$50	$52	$60	$31	$62	$60	$34	$75	$58	$36	$80	$54	$31	$80	$56	$40	$60	$35	$48	$64	$38	$33		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK B	**Update/Modify Existing Documents**																																		
1	Update/Modify Existing Documents		16	40	16			8	40		8	40		8	24		4			4	4								212				$18,900	-	$
																													0	-	$			-	$
	SUBTOTALS =	0	16	40	16	0	0	8	40	0	8	40	0	8	24	0	4	0	0	4	4	0	0	0	0	0	0	0	212	$0					
	SUB-TOTAL DOLLARS =	$0	$2,535	$1,332	$1,254	$0	$0	$977	$5,635	$0	$1,136	$5,369	$0	$1,401	$3,269	$0	$749	$0	$0	$749	$527	$0	$0	$0	$0	$0	$0	$0	$28,163				*Subcontractor Total*		$18,900
			72	Civil	$8,132	0	Geotech	48	Architect	$6,612	48	Structural	$6,725	32	Mech.	$4,670	4	Electrical	$749	8	$527		0	Construction	$0	0	Envir.	$0					*Profit on Sub*		0.0%
																																	WR&A Total		$28,163
																																	TASK B TOTAL		$47,063
	Use Labor Cost Rates for year: 2016	$77	$67	$47	$34	$80	$50	$52	$60	$31	$62	$60	$34	$75	$58	$36	$80	$54	$31	$80	$56	$40	$60	$35	$48	$64	$38	$33		T, R,E S,or L	(See Legend)			T, R,E S,or L	(See Legend)
TASK C	**Advertise/Bidding Services**																																		
1	Reproduce Contract Documents for Bidding		30		40																								70	R	$1,050		$1,400	-	$
2	Attend Pre-Bid Meeting	8	16											8															32	-	$				
3	Prepare Addenda	1	80		40		4	2				12		4	24			2		8									177	-	$		$1,900		
4	Maintain Bidders List	1	40																										41	-	$				
5	Review Bids and Make Recommendation	2	40											2															44	-	$		$1,100		
																													0	-	$			-	$
	SUBTOTALS =	12	206	0	80	0	4	2	0	0	0	12	0	14	24	0	0	2	0	8	0	0	0	0	0	0	0	0	364	$1,050					
	SUB-TOTAL DOLLARS =	$2,165	$13,514	$0	$6,271	$0	$468	$244	$0	$0	$0	$1,671	$0	$2,452	$3,269	$0	$0	$352	$0	$1,498	$0	$0	$0	$0	$0	$0	$0	$0	$50,803				*Subcontractor Total*		$4,400
			286	Civil	$38,783	4	Geotech	2	Architect	$244	12	Structural	$1,671	38	Mech.	$3,721	2	Electrical	$352	8	$0		0	Construction	$0	0	Envir.	$0					*Profit on Sub*		0.0%
																																	WR&A Total		$51,853
																																	TASK C TOTAL		$56,253

Total Tasks A-C $111,037

Bare Labor Cost rates for year	2016	$77.10	$67.45	$46.50	$33.50	$80.00	$50.00	$52.20	$60.20	$30.70	$61.75	$59.50	$34.00	$74.85	$58.20	$35.50	$80.00	$53.75	$30.60	$80.00	$56.25	$40.00	$60.00	$35.00	$48.00	$64.35	$38.35	$33.00
Contract Rates - LOADED LABOR AT A FACTOR OF:	2.34	$180.41	$157.83	$108.81	$78.39	$187.20	$117.00	$122.15	$140.87	$71.84	$144.50	$139.23	$79.56	$175.15	$136.19	$83.07	$187.20	$125.78	$71.60	$187.20	$131.63	$93.60	$140.40	$81.90	$112.32	$150.58	$89.74	$77.22

S = Subcontractor
L= laboratory Cost
R=Reproduction
T = Travel

Whitman, Requardt and Associates, LLP

Statement of Direct Labor, Fringe Benefits,
and General Overhead
Year Ended December 31, 2015

	Office Percent of Direct Labor
Direct Labor	**85.25%**
Fringe Benefits:	
Employee Benefits	0.13%
Group Insurance	10.09%
Paid Leave	11.07%
Payroll Taxes	10.88%
Pension Plan expense	3.47%
Workers Comp Insurance	0.26%
Total Fringe Benefits	**35.90%**
General Overhead:	
Advertising	0.00%
Automobile	1.29%
Bad Debt Expense	0.00%
Building Costs (Rent)	8.41%
Community Service Activities	0.07%
Computer and CAD	5.30%
Contributions	0.00%
Depreciation	0.81%
Direct Selling	0.11%
Dues and Subscriptions	0.41%
Educations and Seminars	0.42%
Employee Recruiting	0.37%
Indirect Labor	46.67%
Insurance	3.29%
Miscellaneous	0.13%
Office Supplies	0.88%
Parking	1.12%
Postage	0.18%
Professional Development	0.36%
Professional Fees	3.09%
Reference Material	0.12%
Relocation	0.08%
Reproduction Expense (Net)	0.96%
Taxes	0.58%
Telephone	0.69%
Travel	1.15%
Total General Overhead	**76.49%**
Total FAR Overhead	**112.39%**

Regular Council Agenda
June 7, 2016

Description
Order declaring a Moore Detacher Model 385 as surplus equipment and authorizing its sale or disposal

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:** __June 07, 2016__

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

THAT the Mayor and City Council of Cumberland is the record owner of a Moore Detacher Model 385; and

WHEREAS, the Mayor and City Council have determined said equipment to be surplus City property;

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

1. The following equipment is declared to be surplus property in accordance with the provisions of Section 1 of the Charter of the City of Cumberland and is hereby authorized for sale or disposal:

- Moore Detacher Model 385

_____

Brian K. Grim, Mayor

Sherri Nicol <sherri.nicol@cumberlandmd.gov>

Fwd: Moore Detacher model 385 - surplus

1 message

Margie Woodring <margie.woodring@cumberlandmd.gov> Tue, May 24, 2016 at 10:15 AM
To: Sherri Nicol <sherri.nicol@cumberlandmd.gov>

Can you please do an order for this.....

Margie Woodring

City Clerk
CITY OF CUMBERLAND
57 N. Liberty Street
Cumberland, MD 21502
Phone: 301-759-6447
Email: margie.woodring@cumberlandmd.gov

-------- Forwarded message --------
From: **Johnna Byers** <johnna.byers@cumberlandmd.gov>
Date: Tue, May 24, 2016 at 10:13 AM
Subject: Moore Detacher model 385 - surplus
To: Margie Woodring <margie.woodring@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Good morning!

Could we please put the above on the Mayor and Council agenda to be declared surplus so that we may get rid of it/sell it on ebay? It's a forms burster/detacher that we haven't used in over a year. It was used to separate forms that had holes and perforations.

Thanks!

Johnna

Regular Council Agenda
June 7, 2016

Description

Order declaring a 1996 Jeep Truck (VIN: 1J4FJ28S8TL265299) as surplus and authorizing it for sale or trade-in

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: __June 7, 2016__**

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

THAT the Mayor and City Council of Cumberland is the record owner of a certain vehicle which has been determined to be of no further value to the City; and

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

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

1) 1996 Jeep Cherokee VIN: 1J4FJ28S8TL265299

_____

Brian K. Grim, Mayor

Regular Council Agenda
June 7, 2016

Description

Order accepting the bid of Champion Energy to supply a 40-month fixed price electricity supply for the City's accounts in Pennsylvania (West Penn accounts) for the term of July, 2016 - November, 2019, pending final review of pricing and contract documents

Approval, Acceptance / Recommendation

Tradition Energy, through the US Communities Government Purchasing Alliance, conducts energy procurement and supply management. Tradition is advising the City of Cumberland on the purchase of electrical supply for its accounts in Maryland (Potomac Edison distribution areas) and Pennsylvania (West Penn distribution areas) through their energy procurement advisory services. A recommendation from Tradition Energy and price comparisons are attached. Refreshed pricing will be provided late Tuesday afternoon (June 7th).

Maryland has a deregulated energy market and allows consumers a choice in their supplier of electricity. In previous years, the City participated with the Frederick Area Cooperation for energy supply pricing and agreement recommendations. The City has been advised that by having large energy consuming accounts, such as the WWTP, the City is in a position to procure for competitive energy supply pricing outside of a coop or group.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Price sheets are attached.

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __June 7, 2016_

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

THAT, the bid of Champion Energy to supply a 40-month fixed price electricity supply for the City's electric accounts in Pennsylvania (West Penn accounts) for the term of July, 2016 – November, 2019 be and is hereby accepted pending final review of pricing and contract documents; and

BE IT FURTHER ORDERED, that bids were accepted through the U.S. Communities Government Purchasing Alliance, pursuant to Section 2-171-(c) (iv) of the City Code; and

BE IT FURTHER ORDERED, that the Mayor and/or City Administrator be and are hereby authorized to execute all documentations necessary to finalize an agreement with Champion Energy for the procurement of electricity.

_____

Mayor Brian K. Grim

Customer Information

Customer Name:	City of Cumberland	**Phone:**	301-759-6604
Contact:	Raquel Ketterman	**Email:**	raquel.ketterman@cumberlandmd.gov
Address:	57 N Liberty Street Cumberland MD 21502		

Account Information

Utility:	West Penn Power	**Estimated Volume:**	1,317,770
Pricing Zone:	PJM - West Penn Power	**Acct #'s/ESI#'s**	2
Pricing Type:	Indicative Refresh		
Current Provider:			

Tradition Energy

Energy Advisor: Gillian Burkett

Direct Line: 781-497-5007

Fax Line:

Email: Gillian.Burkett@traditionenergy.com

Creation Date: June 02,2016

Supplier Fixed Price Comparison / Savings and Budget Analysis *

Terms	12 months	24 months	36 months		
Start Date	Jul-16	Jul-16	Jul-16		
End Date	Jul-17	Jul-18	Jul-19		
KWH Usage	**1,317,770**	**2,635,540**	**3,953,310**		
CONSTELLATION	**0.0595**	**0.0620**	**0.0629**		
Proj. Energy Budget	$78,407	$163,403	$248,663		
CREDIT: Pending		**SWING %:** 100%		**PAY TERM:** Utility Billed	
ENGIE RESOURCES	**0.0582**	**0.0602**	**0.0611**		
Proj. Energy Budget	$76,694	$158,660	$241,547		
CREDIT: Pending		**SWING %:** 100%		**PAY TERM:** Utility Billed	
CHAMPION ENERGY	0.0574	0.0598	0.0604		
Proj. Energy Budget	$75,640	$157,605	$238,780		
CREDIT: Pending		**SWING %:** 100%		**PAY TERM:** Utility Billed	

***Does Not Include taxes**

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Account Information

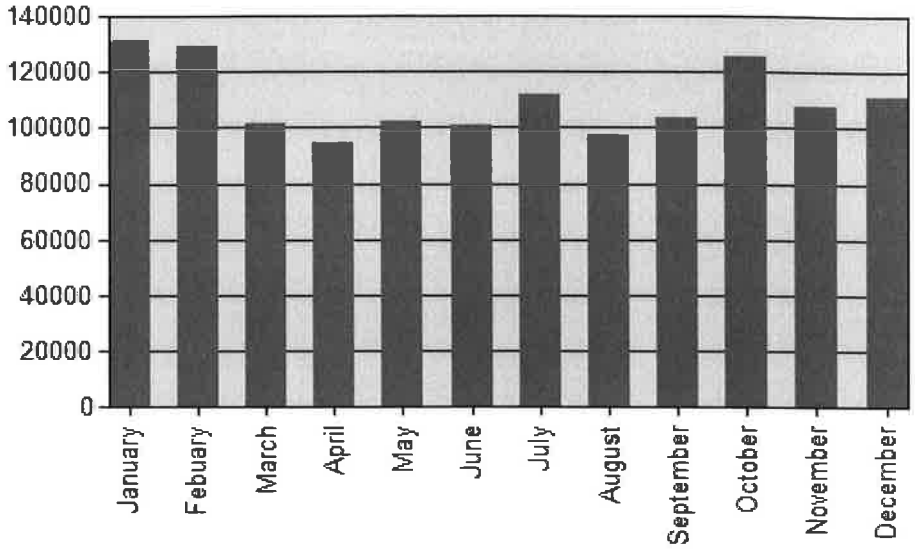
Customer Name City of Cumberland

Annual kWh 1,317,770

No. of Accounts 2

Tradition Energy

MONTH	TOTAL (KWH)
January	131,330
February	129,117
March	101,786
April	94,848
May	102,194
June	100,580
July	111,706
August	97,402
September	103,960
October	125,493
November	107,946
December	111,408
Total	**1,317,770**



Account Number	Service Address	City	State	Zip	Utility / TDSP	Annual kWh
080570552300066185	LAKE GORDON, 1032	BEDFORD	PA	15522	West Penn Power	1,305,000
080570552300066190	RR 3	BEDFORD	PA	15522	West Penn Power	12,770

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Tradition Energy

City of Cumberland
Electricity Procurement Rationale

June 2, 2016

Overview

Tradition recommends the City of Cumberland procure 36-month fixed price electricity supply. The 36-month offer for the City's accounts in MD (137 Potomac Edison accounts) is $0.0586 per kWh as of June 2, 2016 for November 1 2016 – October 31 2019. This offer includes a provision to allow 10% "Add/Delete" of kWh usage in Potomac Edison over the life of the agreement. The supply rate provides the City the opportunity to save approximately $26,000 annually and $80,000 over the term of the agreement compared to the last contract rate for approximately 9.1 million kWh in usage annually.

Tradition recommends the 40-month offer for the City's accounts in PA (2 accounts behind West Penn) is $0.0621 per kWh as of May 10, 2016 for July 2016 – November 2019. The City has the opportunity to save approximately $10,000 using 1.3 million kWh annually.

Tradition believes the energy portion of the price is trading at the low end of the price curve because of weather related demand reductions and abundant supply due to recent natural gas production gains.

Rationale

Despite the increase since earlier this year, electricity prices are trading near multi-year lows for years 2017, 2018, 2019, due in large part to current forward price of natural gas which is a primary fuel for electricity generation in Maryland. In late 2015 and early 2016 natural gas prices declined due to low demand from mild winter weather and abundant supply from exploration success over the last five years.

However, electricity prices are expected to increase over the next three to four years due a shift in natural gas supply and demand. More importantly, based in part on warmer than average weather forecasts for this summer, Tradition expects power prices to be higher in the fall of 2016 than now. The longer-term outlook sees for the first time in several years, increases in natural gas demand for the industrial sector, the power sector and exports outpacing supply growth.

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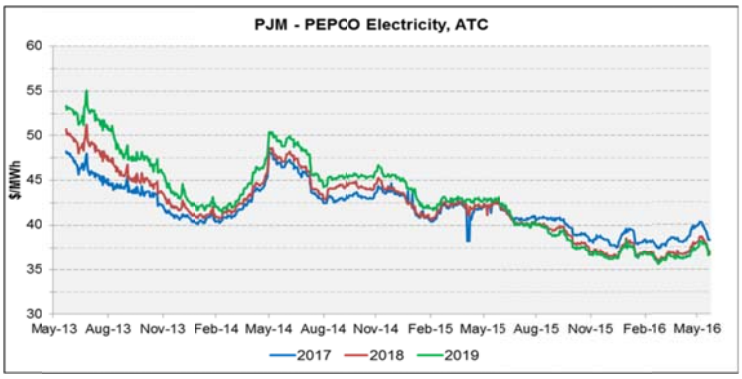
Tradition Energy, 25 Mall Road, Ste. 403, Burlington, MA 01803 **T:** 877-51-POWER **F:** 781-658-2457

Tradition Energy

Further, as more nuclear and coal fired generators are expected to retire in the c[illegible]g decade the region is expected to become increasingly reliant on natural gas as a fuel source for electric generation.
Additionally, in PJM, a combination of transmission infrastructure improvements and additional generation has presented a unique opportunity to procure longer term supply contracts at lower rates because Calendar Year 2018 and 2019 prices are below those of 2017.



Conclusion

Accordingly, the rationale for the 36-month procurement recommendation is as follow:

- Long-term cost reduction versus the Potomac Edison and West Penn supply rates as a fixed price at today's rate is expected to be lower than Utility rates over the next 36- and 40-months.
- Price stability. The 36- and 40-month supply rates protect the City of Cumberland from seasonal volatility that could result from extreme weather.
- Budget certainty. A fixed price removes the price risk from future budgets.

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Tradition Energy, 25 Mall Road, Ste. 403, Burlington, MA 01803 **T:** 877-51-POWER **F:** 781-658-2457

CHAMPION ENERGY SERVICES®
A Calpine Company NYSE CPN

Commercial Energy Sales Agreement

This Commercial Energy Sales Agreement, together with all exhibits, addenda and/or schedules attached hereto or incorporated by reference (collectively, the "Agreement") is entered into and made by and between Champion Energy Services, LLC, (or its affiliate, Champion Energy, LLC), identified herein as "Seller" and the buyer of retail electricity, identified herein as "Buyer" and specified on the signature page below. Seller and Buyer may hereinafter be referred to individually as "Party" or collectively as "Parties". Regional requirements and terms, if applicable and capitalized herein will have the meaning ascribed to them herein or in any addendum or exhibit attached hereto.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Purchase, Sale and Delivery of Electricity:** Subject to the terms and conditions set forth herein, Seller, a licensed retail electricity supplier ("RES"), shall sell and Buyer shall purchase, receive and use electricity for Buyer's Accounts and Meters as specified in Exhibit "D" ("Buyer's Delivery Point(s)") at the price(s) per kilowatt hour (kWh) specified on Exhibit "A" ("Contract Price"). The electricity will be delivered by Seller's supplier to the specific zone on the transmission system ("Point of Delivery") as identified by the electric distribution company ("EDC" as further defined in Addendum "A") operated by the independent system operator ("ISO" as further defined in Addendum "A"). Delivery of the electricity from the Point of Delivery within the zone for the appropriate Accounts and Meters corresponding to each Buyer Delivery Point will be made by the EDC.
2. **Metering:** All electricity delivered hereunder ("Usage") shall be and can only be, measured by the EDC at the meters located at each Buyer Delivery Point. Actual Usage shall be the primary method of calculating the monthly charges for Buyer. However, Seller may use estimated Usage if measurements of actual Usage are not received timely from the EDC, in which case Seller will make appropriate adjustments upon receipt of actual Usage. Seller may adjust invoices for any Usage measurement errors in accordance with EDC rules. Seller cannot guarantee that the switch of Buyer's account(s) to Seller will occur by a specific date and Seller shall not be liable for delays in this process caused by the ISO, EDC or the Buyer. The Service Start Date shall be the date upon which a particular Account and Meter is switched to Seller. The Service Start Date is typically the first scheduled read date that occurs on or after the Start Date specified in Exhibit "A," unless an alternate date has been requested by Buyer and agreed to by Seller. If the EDC requires Buyer to install additional metering and/or related equipment at any service address, Buyer will be solely responsible for all charges and arrangements required by the EDC.
3. **Term:** This Agreement shall be effective as of signing of this Agreement by Buyer ("Effective Date") and shall continue in effect thereafter as to each Buyer Delivery Point for the total number of months (the "Term") specified in Exhibit "A" unless sooner terminated as otherwise provided in this Agreement. Seller is obligated to begin flowing power on the first scheduled meter read date on or after the Start Date in Exhibit "A".
4. **Pricing:** Buyer will pay the Contract Price times the actual Usage. The Contract Price per kWh includes electricity commodity charges and the costs identified on Exhibit "B ". The costs and all applicable taxes described in Exhibit "C" will be passed-through to Buyer without markup and Buyer shall pay Seller for such costs and taxes. If applicable, any change in Peak Load Contribution ("PLC") Values, as determined by the EDC and specified in Exhibit "A", resulting in an increase in transmission and capacity charges to Seller during the Term of this Agreement may be passed through to Buyer at cost, without markup. For Buyer's actual Usage that is for a time period outside of the Term, Buyer will pay Seller in accordance with the Hold Over Rate terms of Paragraph 7 below. If a broker or consultant was involved in this transaction, the fee or commission associated with such broker or consultant may be included in the Contract Price charged to Buyer.
5. **Billing & Payment:** Buyer will make payment in accordance with the Billing and Payment terms specified in Addendum "A". Where dual billing is applicable, Buyer will receive a separate invoice from Buyer's EDC, and Buyer shall be solely responsible for payment of such invoice.
6. **Blend and Extend Rate Adjustment and Term Modification Request:** At any time during the Term of this Agreement, Buyer may request that the Term be extended or shortened and the Contract Price then in effect be modified to support this request. Upon receipt, if Buyer's request is approved by Seller, Seller will use commercially reasonable efforts to present a blend and extend offer to Buyer reflecting a revised new Term and Contract Price ("Blend & Extend Offer"). Buyer will be under no obligation to accept the Blend & Extend Offer presented by Seller. If Buyer rejects the Blend & Extend Offer, all terms, conditions and pricing as originally agreed upon under this Agreement will remain in effect for the remainder of the Term. If Buyer and Seller mutually agree on the Blend & Extend Offer made, an amendment detailing the new Term and Contract Price will be drafted and executed by authorized representatives of the parties prior to becoming effective.
7. **Hold Over Rate:** For periods in which Usage occurs outside of the Term Seller may charge Buyer the cost or value of providing electricity to Buyer, based on the Applicable Market Rate (as defined in Addendum "A") plus retail adder, the costs identified on Exhibit "B", if applicable, and any other similar charges incurred by Seller. The Applicable Market Rate excludes Exhibit "C" items, which will be invoiced to Buyer at cost. Appropriate adjustments to the foregoing amounts will be made for partial months. In the event services extend beyond the Term, Buyer's Accounts and Meters will continue to be served under this Agreement except for any rate differential per the above Hold Over Rate terms.
8. **Material Change:** Buyer acknowledges that the Contract Price offered under this Agreement is based upon Buyer's historical or forecasted Usage data as specified on Exhibit "A" ("Contract Quantities") for its Accounts and Meters. If Buyer's Contract Quantities as specified on Exhibit "A" exceed 25,000,000 kilowatt hours (kWhs) annually, Buyer agrees to provide Seller with advance written notice of any anticipated material change (as defined herein) in Buyer's Usage during the Term.

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"Material Change" is defined as either (i) a variance in Buyer's monthly aggregated Usage (either positive or negative) by more than twenty-five percent (25%) from the Contract Quantities specified in Exhibit "A" with such variance occurring any three (3) consecutive months during the Term. If advance written notice is provided by Buyer and received by Seller, the Parties may mutually agree on an alternative Contract Price to account for such a Material Change which will be evidenced by a written amendment to this Agreement and the applicable Exhibits. If a Material Change occurs and Seller is either not provided advance written notice or the Parties cannot agree on an amended Contract Price, Seller may invoice Buyer in any subsequent month (and if invoked, then for every month thereafter), a settlement of such Usage outside the 25% threshold, through (a) a charge to Buyer for Actual Usage in excess of 25% above the corresponding monthly Contract Quantity at an amount equal to the product of the excess electricity Usage and the positive difference, if any, between the Contract Price and the Applicable Market Rate (as defined in Addendum "A"); or (b) a charge to Buyer for Actual Usage less than 25% below the corresponding monthly Contract Quantity at an amount equal to the product of the electricity Usage shortage and the positive difference, if any, between the Actual Usage and the Contract Quantity, multiplied by the difference between the Contract Price and the Applicable Market Rate. Buyer will also compensate Seller the sum of any and all fees, costs and charges assessed by the ISO or EDC as a result of the excess or shortage in electricity Usage outside the 25% threshold. If Buyer's Contract Quantities as specified on Exhibit "A" are below 25,000,000 kilowatt hours (kWhs) annually, the Material Change provision of this Paragraph 8 is not applicable.

9. **Disputed Amounts:** If there is a good faith dispute regarding any invoice, Buyer will pay the lesser of either the undisputed amount of any invoice or the prior month's invoice in accordance with the Billing and Payment terms and along with its payment, provide Seller with documentation to support the amount disputed. The Parties will attempt to expeditiously resolve the dispute and upon determination of the correct amount, any amount owed by Buyer to Seller shall be paid within ten (10) business days of resolution of the dispute with interest at the Interest Rate (as defined in Addendum A). All invoices are presumed final and accurate unless such invoices are objected to by Buyer with written notice, including an adequate explanation and supporting documentation of such dispute, being provided to Seller within six (6) months from the date that such invoice was delivered to Buyer. In no event shall the disputed portion include a dispute for any items set forth in Exhibit "C", including Taxes.

10. **Performance Assurance:** At Seller's request Buyer agrees to provide Seller with required information, including pertinent financial information necessary for Seller to assess Buyer's financial position. If, at any time during the Term of this Agreement, Seller determines in its reasonable discretion that Buyer's creditworthiness or ability to perform under this Agreement has become unsatisfactory (including, but not limited to, Buyer's late payment of any amounts due under this Agreement two or more times in any six month period), Seller may require that Buyer provide collateral for its obligations in the form of cash, letter(s) of credit, deposit, corporate or personal guarantees or other security in a form and an amount reasonably acceptable to Seller ("Performance Assurance"). If Buyer fails to provide Performance Assurance within three (3) business days of receipt of such notice by Seller, an Event of Default shall be deemed to have occurred and Seller shall be entitled to any and all remedies set forth in this Agreement.

11. **Assignment and Binding Effect:** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, Seller may, without the consent of Buyer, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Seller, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Seller's supplier of certain physical and/or financial commodities. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any purported assignment in violation of this Paragraph 11 shall be void and of no effect.

12. **Regulatory Events:** If there is a change in law, administrative regulation, tariff, rule, ISO design or structure or other event, including but not limited to an order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Seller to incur any capital, operating, commodity or other costs, including, but not limited to increased Taxes, relating to the provision of services contemplated herein, Seller shall be permitted to pass through the economic effects of such Regulatory Event to Buyer at cost and without markup. For the avoidance of doubt, an increase in the rate for Network Integration Transmission Service by the EDC or ISO, as applicable and as approved by the FERC, shall be considered a Regulatory Event.

13. **Confidentiality:** Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except in order to comply with applicable law, order or regulation. Each Party shall notify the other Party immediately in writing of any proceeding of which it is aware which may result in disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this Paragraph 13.

14. **Event of Default:** The occurrence of any of the following shall be deemed an "Event of Default" under this Agreement: a) a representation or warranty made by a Party to this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term (b) the failure of a Party to perform any covenant set forth in this Agreement which is not excused by Force Majeure or cured within five (5) business days after written notice of such is provided; (c) Buyer is late in the payment of two (2) or more invoices in any six (6) month period; (d) the failure of Buyer to provide Performance Assurance in accordance with Paragraph 10; (e) the failure of Buyer to utilize Seller as its sole supplier of electricity for the Accounts and Meters specified on

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Exhibit "D" at any time during the Term (including but not limited to a switch of Buyers electric service to another retail electric provider resulting in an early termination of this Agreement); (f) a Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent; or (g) the EDC disconnects service to one or more of Buyer's Accounts and Meters as a result of Buyer's non-performance. Upon the occurrence of an Event of Default, the Party not committing the Event of Default ("Non-Defaulting Party") shall have the right to terminate this Agreement in accordance with the terms of Paragraph 14, Termination and Remedies in the Event of Default, in addition to all other rights and remedies available hereunder.

15. **Termination and Remedies in the Event of Default:** Where there exists an Event of Default, the Non-Defaulting Party shall have the right to terminate this Agreement upon written notice being provided to the Defaulting Party (a "Termination"). In the event of such Termination, the Non-Defaulting Party shall be entitled to receive an amount (the "Settlement Amount") equal to the Replacement Value (as defined below) of this Agreement. For purposes hereof,: (a) "Replacement Value" for Seller (as Non-Defaulting Party) shall mean [Contract Value plus Costs] minus Market Value, so long as the Contract Value plus Costs is greater than Market Value and "Replacement Value" for Buyer (as Non-Defaulting Party) shall mean the positive amount, if any, by which the Market Value plus Costs exceeds the Contract Value; (b) "Contract Value" means the price for the Remaining Volume as set forth in the applicable Exhibit; (c) "Market Value" means the amount, as determined by the Non-Defaulting Party as of the effective date of the termination in accordance with this Paragraph 15 that a bona fide third party would pay for the Remaining Volume at current market prices; (d) "Remaining Volume" shall mean the remaining unpurchased quantity of electricity through the end of the applicable Term for Buyer's Accounts and Meters corresponding to Buyer's Delivery Point(s) serviced under this Agreement and specified on Exhibit "D"; and (e) "Costs" mean transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, or, in which it must secure alternative electricity supply, including attorneys' fees, reasonable expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the wholesale energy industry, the Non-Defaulting Party's internally developed forward price valuations, and other bona fide offers from either third parties or Affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. Payment shall be due from the Defaulting Party within five (5) days of receipt of invoice from the Non-Defaulting Party. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other arising from this Agreement through netting, in which case all amounts owed by each Party to the other Party shall be netted so that only the excess amount remaining due shall be paid by the owing Party. The Parties expressly acknowledge that upon an Event of Default, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.

16. **Force Majeure:** Except with regard to a party's obligation to make payment due hereunder, if either Party is rendered unable, wholly or in part, to perform its physical obligations under this Agreement (including but not limited to the delivery or receipt of electricity hereunder) due to Force Majeure, the obligations of each Party will be suspended for the duration of any inability to perform for up to twenty (20) consecutive days. A Party claiming Force Majeure (the "Claiming Party") will notify the other Party ("Non-Claiming Party") by written confirmation as soon as practicable, describing the nature, and estimated duration of such inability to perform. The cause of such inability to perform will be remedied with all reasonable dispatch. "Force Majeure" means any event or occurrence (including, but not limited to "Acts of God") that is beyond the control of a Party and that: (a) is not the result of the negligence of the Claiming Party; and (b) which, by the exercise of due diligence, the Claiming Party is unable to avoid or cause to be avoided. Force Majeure shall include, a condition resulting in the curtailment or disruption of firm electricity supply or the transmission on the electric transmission and/or distribution system, including a Force Majeure event experienced by any utility, EDC, ISO or governmental agency. A claim of Force Majeure may not be based on: (a) Buyer's inability to economically use electricity purchased under this Agreement; (b) Buyer's election to close, sell, abandon or materially curtail or discontinue operation of Buyer's facilities due to any economic circumstance; (c) a Party's inability to acquire electricity at a particular price; or (d) Seller's ability to sell electricity at a price above the Contract Price. Force Majeure shall not excuse Buyer's failure to make payments in a timely manner for electricity supplied by Seller before a Force Majeure event or during a Force Majeure event provided the electricity is delivered and received pursuant to the terms of this Agreement and any effective Exhibit.

17. **Forward Contract:** The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

18. **Indemnification:** As between the Parties, Buyer assumes full responsibility for the electricity on the Buyer's side (downstream) of the Point of Delivery and agrees to and shall indemnify, defend and hold harmless Seller, its officers, agents and employees from and against all claims, damages and actions of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, tangible property damage or loss occurring on Buyer's side of the Point of Delivery, arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity and/or Buyer's performance under this Agreement. Seller assumes full responsibility for the electricity on the Seller's side (upstream) of the Point of Delivery and

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agrees to and shall indemnify, defend and hold harmless Buyer, its officers, agents, and employees from and against all Claims, including Claims for personal injury, death, tangible property damage or loss occurring on Seller's side of the Point of Delivery, arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity and/or Seller's performance under this Agreement. It is understood that Seller is not responsible for the physical infrastructure necessary for the physical delivery of the electricity and as such Seller will not be responsible or liable for any damages associated with the failure to deliver the electricity or for any damages alleged to have arisen from the electricity while it is between the Point of Delivery and Buyer's Delivery Points. Buyer acknowledges that Seller does not own or control any of the transmission or distribution facilities used to deliver the electricity, which is solely the responsibility of the ISO and/or EDC. Seller, therefore, shall not be liable on account of the acts or omissions of such entities for any interruption, failure or delay in the delivery of electricity arising therefrom. Buyer should contact its EDC in the event of an emergency or outage. These provisions survive the termination or expiration of this Agreement.

19. **Limitation of Remedies, Liability, Damages & Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 23, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD THAT SELLER SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

20. **No Third Party Beneficiaries; Relationship of the Parties:** There are no third party beneficiaries to this Agreement. Seller and Buyer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Seller and the Buyer. Seller will not provide, and nothing herein will be construed as the provision of, advice regarding the value or the advisability of trading in "commodity interests" which would cause Seller or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § §1-25, et seq., as amended.

21. **Taxes:** Buyer will be responsible for, pay, and indemnify Seller for all Taxes, whether imposed on Buyer or Seller with respect to the sale, delivery and purchase of electricity. Seller may collect such Taxes from Buyer by invoicing Buyer for the amount of such Taxes. If applicable, Buyer will provide all requested sales and use exemption certificates and information and until provided, Seller will not recognize any exemption. "Taxes" shall mean without limitation, all ad valorem, property, occupation, utility, gross receipts, sales, use, franchise, assessment fees, excise and other taxes, governmental charges, emission allowance costs, licenses, permits and assessments, and any such similar taxes other than taxes levied on net income, net worth or Seller's real or personal property.

22. **UCC:** Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") or such similar collection of statutory provisions as may have been adopted and are in effect in the Delivery State (as defined in Addendum "A") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.

23. **Representations and Warranties:** As of the Effective Date hereof, each Party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing both in the jurisdiction of its formation and in the jurisdiction where the Accounts and Meters receiving electricity under this Agreement are located; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement and such performance shall not violate any of the terms or conditions in its governing documents, any contract to which it is a party or any law, rule or regulation applicable to it; (c) there are no bankruptcy, insolvency, receivership, reorganization or similar proceedings pending or being contemplated by it or to its knowledge, threatened against it; (d) it has reviewed and understands this Agreement and the execution, delivery and performance of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery or receipt of electricity under this Agreement. Buyer further represents and warrants to Seller during the Term that: (a) it intends to operate its business in substantially the same manner as it has in the previous 12 months and that the Contract

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Quantities and, if applicable, its current PLC Values or peak load reasonably reflect Buyer's anticipated Usage; (b) it understands Seller is relying on this representation to purchase electricity supply in Contract Quantities that are consistent with Buyer's historical or forecasted Usage to serve Buyer's electricity requirements; (c) the information provided concerning its Accounts and Meters is true and correct; (d) any transactions entered into by Buyer related to this Agreement are understood by Buyer and made at Buyer's sole election in the exercise of independent judgment and Buyer assumes any risk associated with them; and (e) it is purchasing commercial energy strictly for its own use and throughout the Term of this Agreement that no Accounts and Meters at Buyer's Delivery Point(s) listed on Exhibit "D" are or will be classified by the applicable Public Utility Commission as a residential or small business account.

24. **Governing Law; Counterparts:** This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Texas without giving effect to laws and rules governing conflicts of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and be deemed binding through the use of facsimile signatures.
25. **Severability:** If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of the Agreement.
26. **Survival of Obligations:** All confidentiality, indemnity, liability limitation, disclaimer provisions and the rights and obligations that, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation or expiration.
27. **Entirety of Agreement; Modification:** It is the intention of the Parties that this Agreement, together with all exhibits, addenda and/or schedules attached hereto or incorporated by reference (collectively, the "Agreement") shall contain all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the electricity, and supersedes, for the Term, all prior agreements between the Parties, whether written or oral, as to the terms specified herein. This Agreement may not be modified or amended except in a written form that is subsequently duly executed by the Parties hereto. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.
28. **Notices:** All notices required or permitted to be given under this Agreement shall be in writing and may be sent by facsimile or mutually acceptable electronic means, overnight courier, first class mail or hand delivered. The addresses of the Parties for such notices are set forth in Addendum "A".
29. **Authorization of Data:** Buyer shall, if necessary and as appropriate, designate Seller to the ISO and/or EDC as an authorized recipient of Buyer's current and historical electricity billing and usage data. Buyer understands that by executing this Agreement, Seller will be provided certain basic information about Buyer by the EDC, including, but not limited to, account number, data about meter readings, rate class and electric usage, Buyer's address(es) and telephone number and whether or not Buyer is on a budget billing plan or payment arrangement.

Each party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement and that such party will be bound thereby. This Agreement, including all Exhibits and Addenda attached hereto and referenced herein, sets forth all understandings between the parties with respect to the purchase and sale of electricity and any prior agreements, contracts, understandings and representations, whether oral or written, relating to the purchase and sale of electricity are superseded by this Agreement. This Agreement may be amended only by a written document executed by authorized representatives of both parties to this Agreement.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Buyer:	Seller:
The City of Cumberland	Champion Energy Services, LLC (or its affiliate, Champion Energy, LLC)
(Signature) (Date)	(Signature) (Date)
(Name)	(Name)
	Authorized Signatory
(Title)	(Title)

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Addendum A

to the Commercial Energy Sales Agreement dated as of 6/3/2016, between Champion Energy Services, LLC ("Seller"), and The City of Cumberland ("Buyer").

PART 1. DEFINITIONS:

The following terms shall have the meanings set forth below when used in the Agreement or in this Addendum.

a) **"Accounts and Meters"** means Buyer's electrical service account(s) and meter(s) that make up Buyer's Delivery Point(s).
b) **"Applicable Market Rate"** means the real time locational marginal price ("LMP") for the applicable location and time period.
c) **"Delivery Point Change Criteria"** means Buyer's Contract Quantity or the supply group designation for Buyer's account determined by the EDC that served as the basis for Seller's determination of the initial Contract Price.
d) **"Delivery State"** means the State of Pennsylvania.
e) **"EDC"** means the applicable electric distribution company (Allegheny Power Co.; Duquesne Light Co.; Metropolitan Edison Co.; PECO Energy Co.; Pennsylvania ElectricCo.; Pennsylvania Power Co. and PPL Electric Utilities Corp.)
f) **"ISO"** means PJM Interconnection LLC, a regional transmission organization ("RTO").
g) **"PLC"** means Peak Load Contribution as determined by EDC.
h) "**Profile**" means load profile.
i) **"PUC"** means the Pennsylvania Public Utility Commission ("PaPUC").
j) **"RES"** means an electric generation supplier.

PART 2. ADDITIONAL TERMS:

a) **Billing:** Under Consolidated Billing, Seller or the EDC will invoice Buyer the total amount due for electricity delivered to Buyer during each month according to the EDC's billing cycle and meter read. Such invoice shall also include all applicable Taxes, EDC and ISO Charges and other charges allowed pursuant to this Agreement and the appropriate EDC tariff which includes, without limitation, when payment is due and late payment charges. Under Dual Billing, Seller will separately bill Buyer for electricity as provided by the EDC, subject to any EDC estimates or corrected readings. Seller reserves the right to convert Buyer from Consolidated billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections and/or payment.
b) **Payment:** The EDC will set your payment due date and late payment fee on unpaid balances in accordance with the applicable EDC tariff. If Buyer fails to make payment in accordance with the terms of the EDC's consolidated bill, the EDC may switch Buyer to Dual Billing whereby Buyer will subsequently receive one bill from the EDC for delivery charges and one bill from Champion for electricity supply service and related charges. Bills rendered by Seller under Dual Billing shall be due within 15 days after the bill's postmark. Past due amounts will incur a late payment fee in the amount of 1.5% per month on all unpaid balances ("Interest Rate"). Seller will not assess a late payment charge on a State, county or municipal government entity. Seller charges $25.00 for each returned check or each ACH. Buyer shall be responsible for any and all costs, attorney and legal fees incurred by Seller for the collection of any outstanding balance owed by Buyer.
c) **Adding and Deleting Buyer Delivery Points:** Buyer may during the Term of this Agreement add or delete Buyer's Delivery Points at the Contract Price provided that (i) there is no Event of Default by Buyer; (ii) any such Buyer Delivery Point to be added is within the applicable EDC and ISO zone currently served by Seller under the terms of this Agreement; (iii) the addition or deletion of Buyer's Delivery Point(s) does not materially change the Delivery Point Change Criteria (as defined in Addendum "A"); and (iv) the aggregate of add and deletes amount to no more than three percent (3%) of the Contract Quantity specified in the original Exhibit "A".
d) **No On-Site Buyer Generation:** The Contract Price for the Term specified herein is conditioned on Buyer's warranty that, as to the Buyer's Delivery Point(s) at the Service Address(es) listed on Exhibit D, (i) Buyer does not own any on-site generation (except for emergency back-up generation used when the EDC is not capable of delivering energy) or thermal storage capabilities ("On-Site Energy Generation") and (ii) if Buyer, at any time during the Term of this Agreement, intends to purchase On-Site Energy Generation equipment or commence operations in furtherance of On-Site Energy Generation and related services, Buyer will provide Champion with a minimum of sixty (60) days prior written notice. Buyer acknowledges and understands that the use of On-Site Energy Generation during the Term of this Agreement will materially impact both the consumption data relied upon by Seller in entering into this Agreement and Buyer's Usage for the remainder of the Term and therefore, use of such On-Site Energy Generation without Seller's written consent is a material breach of this Agreement.

PART 3. NOTICES

	Buyer's Notice — Addendum		Champion Energy Notices
	CONTRACT ISSUES	INVOICING	
Attention:			Contract Manager
Address:			1500 Rankin Road, Suite 200
City, State, Zip:			Houston, Texas 77073
Telephone:			281.653.5090
Facsimile:			281.653.1810

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E-mail:			Please e-mail your Champion Energy Sales Representative
Federal Tax ID:			20-1466960
Invoice Type:	☐ **Dual Billing Option** – One invoice from Seller and one from the EDC ☐ One summary bill to be sent to the Billing Address. ☐ Individual bills per account, to be sent to the Billing Address. ☐ Individual bills per account, to be sent to the Respective Service Address. ☐ **Consolidated Billing Option** (if applicable) - One invoice from the EDC		
Invoice Delivery Method:	☐ **E-mail bill delivery** ☐ **Mail bill delivery**		

Tax Exemption Notice: If Seller does not receive the proper tax exemption documentation within thirty (30) days of enrollment date, Buyer must petition the Delivery State for any tax refunds due.

_____No, Buyer's Delivery Points are not tax exempt
(Initials)

_____Yes, Buyer's Delivery Points are tax exempt
(Initials)

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Buyer:
The City of Cumberland

(Signature) (Date)

(Name)

(Title)

Seller:
Champion Energy Services, LLC

(Signature) (Date)

(Name)

Authorized Signatory
(Title)

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CONTACT INFORMATION

Champion Energy Services, LLC

1500 Rankin Road, Suite 200
Houston, Texas 77073

Toll-free: 888.653.00087
E-mail: support@championenergyservices.com
Website: www.championenergyservices.com

Champion Energy is licensed by the Pennsylvania Public Utility Commission as an EGS to offer and supply electric generation services in Pennsylvania. Champion Energy's license number is A-2009-2124113.

Pennsylvania Public Utility Commission

PO BOX 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380
www.papowerswitch.com

Pennsylvania Utilities-Electric Distribution Company and Provider of Last Resort

For Emergencies, Outages, and Equipment Service, contact your EDC.

PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104
Toll-free: 1-800-342-5775
Website: www.pplelectric.com

PECO
2301 Market Street
Philadelphia, PA 19101
Toll-free: 1-800-494-4000
Website: www.peco.com

Metropolitan Edison: Met-Ed Co.
2800 Centre Ave
Reading, PA 19605
Toll Free: 1-800-545-7741
Website: www.firstenergycorp.com/met-ed

PennsylvaniaElectric: Penelec
405 Plank Road
Atlanta, PA 16602
Toll-free: 1-800-545-7741
Website: www.firstenergycorp/penelec

Duquesne Light Company: Duquesne
1 E Washington St.
Pittsburgh, PA 15219
Toll-free: 412-393-7100
Website: www.duquesnelight.com

Pennsylvania Power: Penn Power
411 Seventh Avenue (6-1)
New Castle, PA 16011
Toll-free: 1-800-720-3600
Website: www.firstenergycorp.com/penn_power

Allegheny/West Penn Power
800 Cabin Hill Dr.
Greensburg, PA 15601
Toll-free: 1-800-255-3443
Website: www.alleghenyenergy.com

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CHAMPION ENERGY SERVICES®

Commercial Energy

Sales Agreement—Exhibits

PJM

Quote Number: 355275-1

Exhibits to Commercial Energy Sales Agreement

Buyer: The City of Cumberland | Contract Date: 6/3/2016

Exhibit A

Start Date: 7/9/2016 **Contract Price:** $0.0xxxx per kWh

Term:12 months

Contract Quantity (The monthly kWh quantity per EDC shown below)

	West Penn Power	Network SVC PLC (kW)	Capacity PLC (kW)
7/2016	75,796	286.00	288.03
8/2016	114,353	286.00	288.03
9/2016	114,075	286.00	288.03
10/2016	112,575	286.00	288.03
11/2016	120,548	286.00	288.03
12/2016	123,622	286.00	288.03
1/2017	124,522	286.00	288.03
2/2017	99,619	286.00	288.03
3/2017	101,755	286.00	288.03
4/2017	98,271	286.00	288.03
5/2017	98,604	286.00	288.03
6/2017	107,858	286.00	288.03
7/2017	21,731	286.00	288.03
Total	1,313,328		

Exhibit B

Costs (including, but not limited to the following)

- Transmission and Distribution Line Losses
- Ancillary Services
- Renewable Portfolio Standard
- ARR
- Capacity
- Transmission Enhancement (if applicable)
- Network Integration Transmission Service (if applicable)
- Deration Losses (if applicable)
- UFE Losses (if applicable)

Exhibit C

Pass-through Charges (passed through at cost)

- Applicable EDC (Electric Distribution Company) tariff charges imposed and invoiced by the EDC(s)
- All applicable taxes and fees

Exhibit D

Delivery Points

No.	EDC	Account Number	Service Address	City, State, Zip	Anticipated Start Date
1	West Penn Power	08057055230006618500		,	07/09/2016
2	West Penn Power	08057055230006619029		,	07/09/2016

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Exhibit as of the dated specified herein.

Buyer: The City of Cumberland

(Signature) (Date)

(Name)

(Title)

Seller: Champion Energy Services, LLC (or its affiliate, Champion Energy, LLC)

(Signature) (Date)

(Name)

Authorized Signatory

(Title)

Regular Council Agenda
June 7, 2016

Description

Order accepting the bid of Constellation Energy to supply a 36-month fixed price electricity supply for the City's electric accounts in Maryland (Potomac Edison accounts) for the term of November, 2016 - October, 2019, pending final review of pricing and contract documents

Approval, Acceptance / Recommendation

Tradition Energy, through the US Communities Government Purchasing Alliance, conducts energy procurement and supply management. Tradition is advising the City of Cumberland on the purchase of electrical supply for its accounts in Maryland (Potomac Edison distribution areas) and Pennsylvania (West Penn distribution areas) through their energy procurement advisory services. A recommendation from Tradition Energy and price comparisons are attached. Refreshed pricing will be provided late Tuesday afternoon (June 7th).

Maryland has a deregulated energy market and allows consumers a choice in their supplier of electricity. In previous years, the City participated with the Frederick Area Cooperation for energy supply pricing and agreement recommendations. The City has been advised that by having large energy consuming accounts, such as the WWTP, the City is in a position to procure for competitive energy supply pricing outside of a coop or group.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

See attached price sheet

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __June 7, 2016_

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

THAT, the bid of Constellation Energy to supply a 36-month fixed price electricity supply for the City's electric accounts in Maryland (Potomac Edison accounts) for the term of November, 2016 – October, 2019 be and is hereby accepted pending final review of pricing and contract documents; and

BE IT FURTHER ORDERED, that bids were accepted through the U.S. Communities Government Purchasing Alliance, pursuant to Section 2-171-(c) (iv) of the City Code; and

BE IT FURTHER ORDERED, that the Mayor and/or City Administrator be and are hereby authorized to execute all documentations necessary to finalize an agreement with Constellation Energy for this procurement of electricity.

_____

Mayor Brian K. Grim

Customer Information

Customer Name:	City of Cumberland	**Phone:**	301-759-6604
Contact:	Raquel Ketterman	**Email: raquel.ketterman@cumberlandmd.gov**	
Address:	57 N Liberty Street		
	Cumberland MD 21502		

Account Information

Utility:	Potomac Edison	**Estimated Volume:**	9,149,661
Pricing Zone:		**Acct #'s/ESI#'s**	137
Pricing Type:	Indicative Refresh		
Current Provider:	WGL		

Tradition Energy

Energy Advisor: Gillian Burkett

Direct Line: 781-497-5007

Fax Line:

Email: Gillian.Burkett@traditionenergy.com

Creation Date: June 02,2016

Supplier Fixed Price Comparison / Savings and Budget Analysis *

Terms	**12 months**	**24 months**	**36 months**		
Start Date	Nov-16	Nov-16	Nov-16		
End Date	Nov-17	Nov-18	Nov-19		
KWH Usage	**9,149,661**	**18,299,322**	**27,448,983**		
CONSTELLATION	**0.0575**	**0.0587**	**0.0586**		
Proj. Energy Budget	$526,106	$1,074,170	$1,608,510		
CREDIT: Pending		**SWING %:** 100%		**PAY TERM:** Utility Billed	
MIDAMERICAN ENERGY COMPANY	**0.0589**	**0.0599**	**0.0599**		
Proj. Energy Budget	$538,915	$1,096,129	$1,644,194		
CREDIT: Pending		**SWING %:** 100%		**PAY TERM:** Utility Billed	
WGL ENERGY	**0.0595**	**0.0590**	**0.0593**		
Proj. Energy Budget	$544,405	$1,079,660	$1,627,725		
CREDIT: Pending		**SWING %:** 100%		**PAY TERM:** Utility Billed	

***Does Not Include taxes**

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Account Information

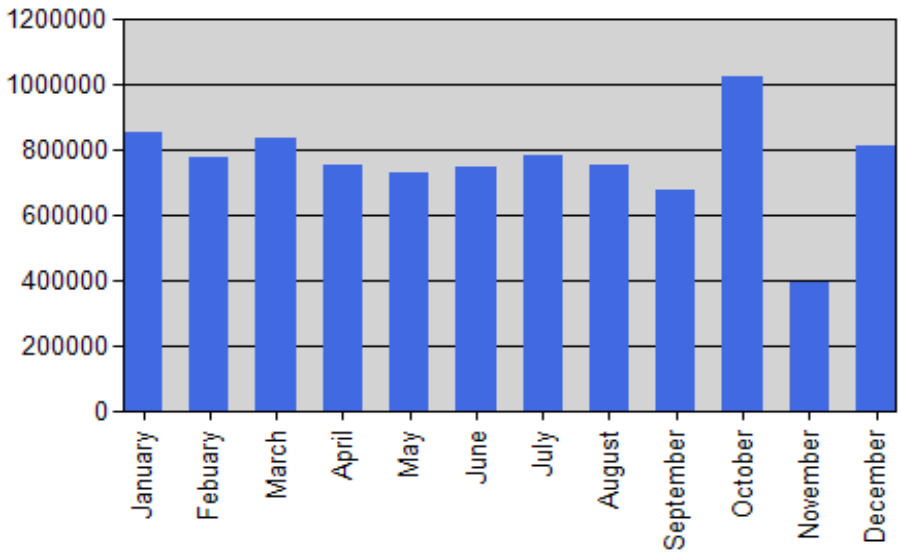
Customer Name City of Cumberland

Annual kWh 9,149,661

No. of Accounts 137

Tradition Energy

MONTH	TOTAL (KWH)
January	855,961
February	776,297
March	837,972
April	752,040
May	732,678
June	744,779
July	785,403
August	755,683
September	676,658
October	1,022,540
November	397,885
December	811,765
Total	**9,149,661**



Account Number	Service Address	City	State	Zip	Utility / TDSP
080443844750004525	SEWAGE-KELLYSIDE	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	111 HIGH LN	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	607 WASHINGTON ST	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	VALLEY RD	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	FAIRVIEW AVE	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	631 LINCOLN ST	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	517 CONRAD AVE	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	827 GEPHART DR	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	905 CAMDEN AVE	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	511 BOPP AVE	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	544 ROSE HILL AVE	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	513 WELCH AVE	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	RITCHIE ST, FAIRMONT	CUMBERLAN	MD	21502	Potomac Edison
080452285550008247	DINGLE RD	CUMBERLAN	MD	21502	Potomac Edison
080452285550008245	SPERRY TERR,	CUMBERLAN	MD	21502	Potomac Edison
080452285550010119	800 SHRIVER AVE	CUMBERLAN	MD	21502	Potomac Edison
080468300250008281	RIDGEDALE PUMP	CUMBERLAN	MD	21502	Potomac Edison
080468300250008281	RIDGEDALE AVE	CUMBERLAN	MD	21502	Potomac Edison
080468300250008283	BROWN AVE	CUMBERLAN	MD	21502	Potomac Edison
080468300250009227	HEND AVE & N MECH	CUMBERLAN	MD	21502	Potomac Edison
080468300250007708	828 N MECHANIC ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250007674	730 N MECHANIC ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250009259	VALLEY ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250009259	N MECHANIC & VALLEY	CUMBERLAN	MD	21502	Potomac Edison
080468300250009260	VIADUCT FLOOD	CUMBERLAN	MD	21502	Potomac Edison
080468300250004780	N MECHANIC ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250009260	MARKET & N	CUMBERLAN	MD	21502	Potomac Edison
080468300250009260	MARKET ST BRIDGE	CUMBERLAN	MD	21502	Potomac Edison
080468300250009262	SEWAGE PUMP, RR 2	CUMBERLAN	MD	21502	Potomac Edison
080468300250009262	TAN BLDG & BABY	CUMBERLAN	MD	21502	Potomac Edison
080468300250004180	500 RESERVOIR AVE F	CUMBERLAN	MD	21502	Potomac Edison
080468300250007448	CRAFT BUILDING,	CUMBERLAN	MD	21502	Potomac Edison

080468300250009694	BATH HOUSE,	CUMBERLAN	MD	21502	Potomac Edison
080468300250007693	POOL PUMP,	CUMBERLAN	MD	21502	Potomac Edison
080468300250009262	JOHNNIE LONG	CUMBERLAN	MD	21502	Potomac Edison
080468300250009262	TENNIS COURTS,	CUMBERLAN	MD	21502	Potomac Edison
080468300250009262	GROVE 4 REST	CUMBERLAN	MD	21502	Potomac Edison
080468300250009263	CONSTITUTION PARK	CUMBERLAN	MD	21502	Potomac Edison
080468300250009694	PAVILION #4	CUMBERLAN	MD	21502	Potomac Edison
080468300250010606	FLOOD CONTRL	CUMBERLAN	MD	21502	Potomac Edison
080468300250005502	CANAL PL PUMPING	CUMBERLAN	MD	21502	Potomac Edison
080468300250010639	CENTRE ST &	CUMBERLAN	MD	21502	Potomac Edison
080468300250010640	AT HARRISON ST, S	CUMBERLAN	MD	21502	Potomac Edison
080468300250010640	TRAFFIC SGN AT S	CUMBERLAN	MD	21502	Potomac Edison
080468300250010689	LIBERTY ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250009938	METER FOR LIGHTING,	CUMBERLAN	MD	21502	Potomac Edison
080468300250010692	MECHANIC ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250010692	CANAL ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250010696	50 PERSHING ST RR	CUMBERLAN	MD	21502	Potomac Edison
080468300250010804	UNION ST PARKING	CUMBERLAN	MD	21502	Potomac Edison
080468300250009106	408 LONG ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250009107	216 WALNUT PL	CUMBERLAN	MD	21502	Potomac Edison
080468300250004111	GREENE & LEE ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250005380	SOUTH END FIRE STA,	CUMBERLAN	MD	21502	Potomac Edison
080468300250005381	RACE ST BANDSTAND,	CUMBERLAN	MD	21502	Potomac Edison
080468300250004320	GREENE ST DINGLE	CUMBERLAN	MD	21502	Potomac Edison
080468300250008401	HAYSTACK WATER	CUMBERLAN	MD	21502	Potomac Edison
080468300250004459	GREENE & ALLEGANY	CUMBERLAN	MD	21502	Potomac Edison
080468300250004463	GREENE & WALNUT	CUMBERLAN	MD	21502	Potomac Edison
080468300250004532	JOHNSON & GREENE	CUMBERLAN	MD	21502	Potomac Edison
080468300250005270	MARYLAND	CUMBERLAN	MD	21502	Potomac Edison
080468300250004623	GREENE ST DINGLE	CUMBERLAN	MD	21502	Potomac Edison
080468300250007708	CONTROL CABINET,	CUMBERLAN	MD	21502	Potomac Edison
080468300250005713	CONCESSION STAND,	CUMBERLAN	MD	21502	Potomac Edison
080468300250007535	LIGHTING FOR BALL	CUMBERLAN	MD	21502	Potomac Edison
080468300250007590	BATH HOUSE,	CUMBERLAN	MD	21502	Potomac Edison
080468300250009357	WILLIAMS ST TRAF	CUMBERLAN	MD	21502	Potomac Edison
080468300250004060	1062 BRADDOCK RD	CUMBERLAN	MD	21502	Potomac Edison
080468300250004117	PUMPING STA, 700	CUMBERLAN	MD	21502	Potomac Edison
080468300250004117	BRADDOCK RD TANK	CUMBERLAN	MD	21502	Potomac Edison
080468300250005522	VIRGINIA AVE	CUMBERLAN	MD	21502	Potomac Edison
080468300250008285	GRAND AVE CAUTION	CUMBERLAN	MD	21502	Potomac Edison
080468300250005594	CONCESSION	CUMBERLAN	MD	21502	Potomac Edison
080468300250005596	BOWEN ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250007708	ELIZABETH ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250005596	BOWEN ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250009173	DECATUR ST	CUMBERLAN	MD	21502	Potomac Edison
080468300250009206	QUEEN CITY PVMT	CUMBERLAN	MD	21502	Potomac Edison
080468300250010045	TRAFFIC SIGNAL	CUMBERLAN	MD	21502	Potomac Edison
080468300250010754	DORN AVE FT HILL	CUMBERLAN	MD	21502	Potomac Edison
080468300250010313	PARKLETTE, CENTRAL	CUMBERLAN	MD	21502	Potomac Edison
080468300250010749	RR 4 OLDTOWN RD	CUMBERLAN	MD	21502	Potomac Edison
080465118550007813	PIEDMONT AVE N END	CUMBERLAN	MD	21502	Potomac Edison
080465118550007815	PIEDMONT AVE PUMP	CUMBERLAN	MD	21502	Potomac Edison
080465118550007899	WILLS CREEK	CUMBERLAN	MD	21502	Potomac Edison
080465118550008021	LT COR WASH & LEE	CUMBERLAN	MD	21502	Potomac Edison
080465118550007804	KNOX ST	CUMBERLAN	MD	21502	Potomac Edison
080465118550005471	RESTRM-	CUMBERLAN	MD	21502	Potomac Edison
080465118550007806	VALLEY ST SIGNAL	CUMBERLAN	MD	21502	Potomac Edison
080465118550007806	PEAR ST SIGNAL	CUMBERLAN	MD	21502	Potomac Edison
080465118550007806	HENDERSON AVE	CUMBERLAN	MD	21502	Potomac Edison
080465118550009308	JOHN MCMULLEN BR	CUMBERLAN	MD	21502	Potomac Edison
080465118550010683	FORM P18000-510 ST	CUMBERLAN	MD	21502	Potomac Edison
080465118550010192	FORM P18000-510 ST	CUMBERLAN	MD	21502	Potomac Edison

080465118550009308	GEO WASHINGTON	CUMBERLAN	MD	21502	Potomac Edison
080465118550009308	VIRGINIA AVE SUBWAY	CUMBERLAN	MD	21502	Potomac Edison
080465118550009308	GEORGE ST	CUMBERLAN	MD	21502	Potomac Edison
080465118550009308	DOWNTOWN LGTS, N	CUMBERLAN	MD	21502	Potomac Edison
080465118550009311	SIGN CITY HALL, N	CUMBERLAN	MD	21502	Potomac Edison
080465118550009311	CITY HALL, N CENTRE	CUMBERLAN	MD	21502	Potomac Edison
080465118550010386	PUBLIC SAFETY BLDG,	CUMBERLAN	MD	21502	Potomac Edison
080465118550005437	PARKING GARAGE,	CUMBERLAN	MD	21502	Potomac Edison
080465118550010637	QUEEN CITY DR	CUMBERLAN	MD	21502	Potomac Edison
080465118550009308	TRF SIG QN CTY CTR	CUMBERLAN	MD	21502	Potomac Edison
080465118550010779	CITY ADMINISTRATION	CUMBERLAN	MD	21502	Potomac Edison
080465118550010958	VALLEY ST TRAFFIC	CUMBERLAN	MD	21502	Potomac Edison
080465118550009299	EAST SIDE FIRE STA,	CUMBERLAN	MD	21502	Potomac Edison
080465118550009312	1415 ROSEWOOD AVE	CUMBERLAN	MD	21502	Potomac Edison
080465118550009313	FECTIG AVE, SEWAGE	CUMBERLAN	MD	21502	Potomac Edison
080465118550007530	WATER PUMPS,	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	1001 SHADES LN	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	RIDGEDALE AVE	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	YALE ST	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	CONSTITUTION PARK	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	519 COBEY DR	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	325 PENNSYLVANIA	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	420 OLDTOWN RD	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	150 S WINDEOW ST	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	301 MASSACHUSSETS	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	620 MONTGOMERY	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	SETON DR,	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	1070 BRADDOCK RD	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	1511 VIRGINIA AVE	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	BLACKISTON AVE	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	607 HICKS AVE	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	655 PARKVIEW AVE	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	85 AUBURN AVE REAR	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	500 WOODSIDE AVE	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	487 EASTERN AVE	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	534 FORT AVE	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	WILLOWBROOK RD	CUMBERLAN	MD	21502	Potomac Edison
080440838850008245	734 GOLDEN LN	CUMBERLAN	MD	21502	Potomac Edison
080466355650010691	BALT & MECH STS TR	CUMBERLAN	MD	21502	Potomac Edison
080468300250013476	DOWNTOWN MALL,	CUMBERLAN	MD	21502	Potomac Edison
080443825150006223	WASTE TREATMENT	CUMBERLAN	MD	21502	Potomac Edison
080463166150007495	RESERVOIR AVE	CUMBERLAN	MD	21502	Potomac Edison
080478676550010852	RIDGELEY FLOOD	RIDGELEY	WV	26753	Potomac Edison

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Tradition Energy

City of Cumberland
Electricity Procurement Rationale

June 2, 2016

Overview

Tradition recommends the City of Cumberland procure 36-month fixed price electricity supply. The 36-month offer for the City's accounts in MD (137 Potomac Edison accounts) is $0.0586 per kWh as of June 2, 2016 for November 1 2016 – October 31 2019. This offer includes a provision to allow 10% "Add/Delete" of kWh usage in Potomac Edison over the life of the agreement. The supply rate provides the City the opportunity to save approximately $26,000 annually and $80,000 over the term of the agreement compared to the last contract rate for approximately 9.1 million kWh in usage annually.

Tradition recommends the 40-month offer for the City's accounts in PA (2 accounts behind West Penn) is $0.0621 per kWh as of May 10, 2016 for July 2016 – November 2019. The City has the opportunity to save approximately $10,000 using 1.3 million kWh annually.

Tradition believes the energy portion of the price is trading at the low end of the price curve because of weather related demand reductions and abundant supply due to recent natural gas production gains.

Rationale

Despite the increase since earlier this year, electricity prices are trading near multi-year lows for years 2017, 2018, 2019, due in large part to current forward price of natural gas which is a primary fuel for electricity generation in Maryland. In late 2015 and early 2016 natural gas prices declined due to low demand from mild winter weather and abundant supply from exploration success over the last five years.

However, electricity prices are expected to increase over the next three to four years due a shift in natural gas supply and demand. More importantly, based in part on warmer than average weather forecasts for this summer, Tradition expects power prices to be higher in the fall of 2016 than now. The longer-term outlook sees for the first time in several years, increases in natural gas demand for the industrial sector, the power sector and exports outpacing supply growth.

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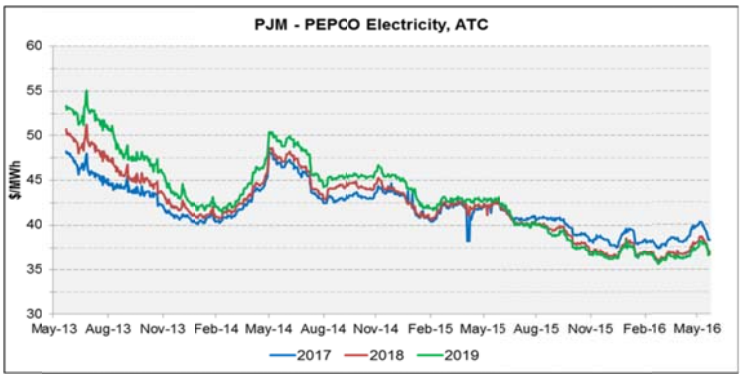
Tradition Energy, 25 Mall Road, Ste. 403, Burlington, MA 01803 **T:** 877-51-POWER **F:** 781-658-2457

Tradition Energy

Further, as more nuclear and coal fired generators are expected to retire in the c[illegible]g decade the region is expected to become increasingly reliant on natural gas as a fuel source for electric generation.
Additionally, in PJM, a combination of transmission infrastructure improvements and additional generation has presented a unique opportunity to procure longer term supply contracts at lower rates because Calendar Year 2018 and 2019 prices are below those of 2017.



Conclusion

Accordingly, the rationale for the 36-month procurement recommendation is as follow:

- Long-term cost reduction versus the Potomac Edison and West Penn supply rates as a fixed price at today's rate is expected to be lower than Utility rates over the next 36- and 40-months.
- Price stability. The 36- and 40-month supply rates protect the City of Cumberland from seasonal volatility that could result from extreme weather.
- Budget certainty. A fixed price removes the price risk from future budgets.

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Tradition Energy, 25 Mall Road, Ste. 403, Burlington, MA 01803 **T:** 877-51-POWER **F:** 781-658-2457

This draft is preliminary and subject to further changes prior to release

Constellation
An Exelon Company

MASTER RETAIL ELECTRICITY SUPPLY AGREEMENT

This Master Retail Electricity Supply Agreement ("**Master Agreement**" or "**Agreement**") is entered as of _____, 20__ ("**Effective Date**") by and between **City of Cumberland** ("**Customer**" or "**Buyer**") and Constellation NewEnergy, Inc., Constellation Energy Services, Inc. and/or Constellation Energy Services of New York, Inc. ("**Constellation**" or "**Seller**"). Constellation and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**." This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of electricity and related products and services to one or more of Customer's accounts (each an "**Account**") as agreed to from time to time (each a "**Transaction**"). Each Transaction shall be evidenced by a pricing schedule, rider or other form of transaction confirmation (each a "**TC**" or "**Confirmation**"). This Master Agreement and each TC executed pursuant hereto shall constitute a single integrated agreement between the Parties (collectively referred to as the "**Agreement**"). The Constellation entity serving as the electricity supplier for any particular Transaction shall be the Constellation entity identified on the TC. Any conflict between the terms and conditions of this Master Agreement and any TC shall be resolved in favor of the TC. The Parties intend that they are legally bound by the terms of each TC from the moment each Party agrees to those terms, whether via (i) e-mail transmission solely by designated authorized persons listed below under the Parties' signature, or (ii) a duly executed, written TC. Nothing in this Master Agreement obligates either Party to enter into a TC at any time.

1. **Constellation and Customer Obligations.** Constellation shall sell and supply, and Customer shall purchase and receive, Customer's full requirements for electricity for each Account identified in a TC. Constellation, in its sole discretion, may select such sources of energy as it deems appropriate to meet its obligations under the Agreement. Furthermore, Constellation shall enroll each Account with the applicable UDC as being supplied by Constellation and shall take such other actions with the applicable UDC and ISO necessary for Constellation to meets its obligations under the Agreement. "UDC" or "Utility" means the local utility distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to an Account. "ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

2. **Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon 30 days prior written notice to the other; provided any TC will continue to be governed by this Master Agreement until the TC has been separately terminated or expired.

   Term of TC. The term of each TC (which may also be identified as a Delivery Period) shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of this Master Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing Constellation with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the TC reflect UDC information available at that time or as otherwise estimated by Constellation. The actual meter read dates may occur on or about the dates set forth in the TC. Constellation will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth in a TC. If Constellation is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. Constellation shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond its control.

3. **Information and Authorization.** Customer hereby authorizes Constellation to take such actions it deems necessary to enroll the Account(s) with the UDC as to be served by Constellation and to otherwise meet its obligations under the Agreement. Customer's signature on a TC or acceptance of terms via e-mail transmission constitutes its written authorization for Constellation to obtain from time to time from the UDC and ISO all current and historical energy billing, usage data and other related information. Customer shall take any actions, execute any documents and provide any information as Constellation reasonably requires.

4. **Billing and Payment.**

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Billing. After receiving Customer's usage for the Accounts, Customer will be billed for electricity usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of Customer's Account(s), which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from Constellation for the Electricity Charge and one from the UDC for the amounts payable by Customer for services provided by the UDC ("Delivery Charges"); (b) UDC/Utility Consolidated Billing: Customer will receive one invoice from the UDC that includes both the Electricity Charge and the Delivery Charges; or (c) Constellation Consolidated Billing: Customer will receive one invoice from Constellation that includes both the Electricity Charge and the Delivery Charges. "Electricity Charge" means the product of (i) the fixed or variable price for electricity, and other related fixed and/or pass through charges for related products and services supplied, as set forth in the TC for each Account; and (ii) the billing units associated with such charges during the applicable period.

Taxes. Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under the Agreement, including any taxes enacted after the Effective Date (collectively, "Taxes"). Constellation will apply all appropriate Taxes unless and until Customer provides a valid certification of tax exempt status. Each Party shall indemnify, defend and hold harmless the other Party from and against any Taxes for which the indemnifying Party is responsible. All Taxes invoiced to Customer under the Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

Estimates. Constellation's ability to invoice Customer is dependent on the UDC's or ISO's ability to timely furnish Constellation with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the UDC, ISO and/or other third parties, Constellation will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments. For charges based on metered usage, if an Account is not equipped with meters that provide an hourly reading, Constellation will use either applicable load profiles provided by the UDC or, in their absence, an otherwise reasonable allocation method.

Payment. Constellation's invoices will be sent to Customer in accordance with Constellation's normal billing cycle, as adjusted from time to time consistent with the applicable UDC's meter read dates. The invoices will state any applicable Electricity Charge, Delivery Charges, Taxes and other amounts related to the purchase and delivery of electricity. Constellation's invoices are due and payable on the 20th day after the invoice date, or such other date as required by Law or as set forth in a TC ("Payment Date") without offset or reduction of any kind to the address on the invoice. If Customer disputes any invoice amount, Customer shall nonetheless pay the entire invoice amount when due. Upon resolution of a dispute, Constellation shall pay any agreed-to refund to Customer. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.50% per month or the highest rate permitted by Law. All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either Party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Constellation may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

5. **Holdover.** If following termination or expiration of a TC (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by Constellation, Constellation may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, Constellation will calculate Customer's invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor(s)) *times* (the applicable ISO-published Real Time or Day Ahead Locational Based Marginal Price ("LMP") identified in each TC + the $/kWh holdover fee set forth in each TC) + (a pass through of all costs and charges incurred by Constellation for the retail supply of electricity to Customer) + Taxes. This Master Agreement will continue to govern the service of such Account(s) during such holdover term. Either Party may terminate the holdover term at any time within its discretion at which time Constellation will drop each Account as of the next possible meter read date to the then-applicable tariff service, whether default service or otherwise.

6. **Adequate Assurance.** If Constellation has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, Constellation may demand, in writing, adequate assurance of future performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to Constellation ("Adequate Assurance"). To satisfy a demand, Customer shall provide Adequate Assurance to Constellation within 3 Business Days of the date of the written demand. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

7. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within 5 Business Days (or such longer period required by applicable Law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within 5 Business Days after written

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notice from the other Party; (c) Customer fails to provide Adequate Assurance as provided in the Agreement; (d) the failure by a Party to perform any material obligation set forth in the Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder) where such failure is not cured within 5 Business Days after receipt of written notice thereof; (e) either Party terminates the Agreement and/or any TC (or service to certain Account(s) under a TC) before the End Date of an effective TC for any reason other than Force Majeure or for a termination resulting from an Event of Default committed by the other Party; or (f) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).

8. **Remedies Upon Event of Default**. If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may in addition to all remedies available to it at Law or in equity, in its discretion, at any time, (A) (i) suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Accounts adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date") and/or (B) calculate a termination payment in good faith as described below. The Early Termination Date for any Accounts located in New York shall be no less than 15 calendar days from the date of written notice of termination and for any Accounts located in New Jersey shall be no less than 30 calendar days from the date of written notice of termination. The Non-Defaulting Party will in good faith calculate a termination payment. The Defaulting Party shall pay such termination payment together with any other amounts due as of such date to the Non-Defaulting Party within 3 Business Days of receipt of notice of the amount of the termination payment. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. If Customer's property associated with an Account receiving electricity supply hereunder is closed, vacated, sold or otherwise disposed of by Customer, then either Party may terminate the TC with respect to such Account upon 30 days written notice to the other Party, in which event Customer shall make a termination payment to Constellation calculated in accordance with the next paragraph of this Section 8.

If Customer is the Defaulting Party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the Energy Price or Retail Service Price set forth in the applicable TC and the Market Price, multiplied by the estimated undelivered volume of electricity which Customer would consume from the Early Termination Date through the original term of the TC, as reasonably calculated by Constellation; (ii) Constellation's Costs; and (iii) any unpaid amounts due from Customer to Constellation.

If Constellation is the Defaulting Party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the Market Price and the Energy Price or Retail Service Price set forth in the applicable TC, multiplied by the estimated undelivered volume of electricity which Customer would consume from the Early Termination Date through the original term of the TC, as reasonably calculated by Customer; (ii) Customer's Costs; minus (iii) any unpaid amounts due from Customer to Constellation.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Market Price" shall be the price of electricity and services as of the Early Termination Date under terms substantially similar to those of the applicable terminated TC. The Non-Defaulting Party may determine the Market Price of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment. Except for any unpaid amounts due prior to the Early Termination Date, no termination payment shall be owed by the Non-Defaulting Party to the Defaulting Party.

9. **Change in Law**. Constellation may pass through or allocate, as the case may be, to Customer any increase or decrease in Constellation's costs related to the electricity and related products and services sold to Customer that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to Customer.

10. **Representations and Warranties**. Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC is executed and delivered) that: (i) it is duly organized, validly operating and in good standing under the Laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the

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Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Account(s) are true and correct; (ii) it is entering into the Agreement to purchase its energy requirements only and not for speculative or resale purposes; and that the energy purchased under the Agreement will be consumed at the facilities to which the Account(s) relate; and (iii) it is the party of record of the Account(s), or if it is not the party of record, it has the authority to enter into and bind the party of record to the Agreement. If Customer is a Governmental Entity, Customer covenants: (i) it will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of the Agreement; and (ii) it will obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under the Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. **Force Majeure.** Notwithstanding any other provision of the Agreement, if a Party is unable to carry out any obligation under the Agreement due to a Force Majeure (other than a payment obligation, which shall not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as possible in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more, or where it is impossible or impracticable for the claiming Party to carry out any obligation under the Agreement due to the Force Majeure either Party may terminate the Agreement with respect to the Accounts adversely affected by the Force Majeure upon 15 days prior written notice. "Force Majeure" means an event not within the reasonable control of the Party claiming Force Majeure and that by the exercise of due diligence, such Party is unable to prevent or overcome in a commercially reasonable manner. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the UDC or ISO; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of either Party. Force Majeure shall not include loss or failure of either Party's markets or supplies.

12. **Limitations.** Notwithstanding any other provision of the Agreement to the contrary, neither Party nor their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, shall be liable to the other Party for any consequential, exemplary, special, incidental, or punitive damages (including, without limitation, lost opportunities or lost profits) not contemplated by Section 8 above which are connected with or resulting from claims, losses, expenses (including reasonable attorneys' fees and court costs), damages, demands, judgments, causes of action or suits of any kind, arising out of, or in connection with, the performance or non-performance of a Party's obligations under the Agreement ("Claims"). The entire liability of each Party for any and all Claims will be limited to direct actual damages only as calculated pursuant to Section 8 above, subject in all cases to an affirmative obligation of each Party to mitigate its damages. Customer acknowledges and agrees that title passes from Constellation to Customer at the ISO/UDC interconnect, the UDC and ISO are exclusively responsible for the energy transmission and delivery system, that Constellation has no independent control over their systems and will have no liability for any of their acts or omissions.

13. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THE AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CONSTELLATION SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

14. **Waiver and Severability.** Failure to provide notice of, or object to, any default under the Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of the Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in the Agreement to the fullest extent permitted by applicable Law; provided, however, that this severability provision will not be applicable if any provision of Sections 7 and 8 of this Master Agreement (or any definition or provision in the Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.

15. **Assignment.** Customer may assign all its rights and obligations under the Agreement; *provided* (A) it gives Constellation 45 days prior written notice of its intent to do so; (B) the assignee satisfies in full Constellation's credit requirements; (C) the assignee assumes in writing all of Customer's obligations under the Agreement; and (D) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. Constellation may assign, sell, pledge, transfer, or encumber any of its rights and obligations

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under the Agreement or the accounts, revenues, or proceeds hereof to any: (A) bank, insurer, or other financial institution; (B) person or entity (i) succeeding to all or substantially all of Constellation's assets or business or the division or region of Constellation to which the Agreement relates or (ii) into which Constellation is merged or otherwise combined or reorganized; provided (with respect to this clause (B)) the succeeding entity agrees to be bound to the Agreement; or (C) affiliate.

16. **Confidentiality.** Each Party agrees to keep all terms of the Agreement and related communications (including pricing) confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis to its independent contractors, provided each such recipient agrees to hold such information in confidence. Constellation may disclose information regarding Customer to third parties that are representing Customer in the purchase of energy or related services. Furthermore, Constellation may make such other disclosures to third parties, including aggregate consumption data, provided they cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.

17. **Choice of Law, Venue, Attorney Fees and Expenses.** The Agreement will be governed and interpreted in accordance with the laws of the state in which such Account is located (provided that the governing jurisdiction shall be deemed to be the State of New York if the matter at issue involves Accounts or matters in more than one state), without giving effect to conflict of law principles. Any controversy or claim arising from or relating to the Agreement will be settled in accordance with the express terms of the Agreement by a court located in the governing jurisdiction (and each Party hereto waives any right to object to venue in this regard). TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT. If either Party pursues court action to enforce its rights under the Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.

18. **Notices.** To be effective, all notices must be in writing delivered by hand, by certified mail return receipt requested, or by first class mail, or express carrier to the addresses provided in the TC. Notice by hand delivery shall be effective on the delivery date. All other notices shall be effective on the delivery date or the date delivery is attempted. A Party may change its address by providing notice of such change in accordance herewith. An authorized person may also name other authorized persons via email.

19. **Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of the Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under the Agreement, and each Party will provide its original signature upon request. Each Party authorizes the other Party to affix an ink or digital stamp of its signature to this Master Agreement and any TC, and agrees to be bound by a document executed in such a manner. No amendment or edits to the Agreement, including the TC(s) or any purchase orders, will be valid or given any effect unless signed by both Parties. The applicable provisions of the Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies and privileges provided in the Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. Constellation shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any termination payment, any amounts owed by Constellation to Customer under the Agreement or any other agreement between the Parties, including without limitation any Adequate Assurance. Except for Section 12 above, no third party will have any rights under the Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with the Agreement and will indemnify, defend and hold Constellation harmless from all related Claims. Customer further authorizes Constellation to utilize Customer's name for publicity and marketing purposes.

20. **Affirmation; Acknowledgements.** Customer affirms that it has read the Agreement in its entirety and agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under the Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of the Agreement. The Parties acknowledge and agree that: (i) Constellation is an independent contractor under the Agreement and except as otherwise explicitly provided in the Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing

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in the Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) the Agreement and TCs entered into hereunder will constitute "forward contracts" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 8 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" by the U.S. Bankruptcy Code; (iii) Constellation is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended ("CEA"), including futures contracts and commodity options or any other activity which would cause Constellation or any of its affiliates to be considered a commodity trading advisor under the CEA; and (iv) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.

21. <u>Constellation Entities</u>. Customer understands and agrees it is entering into this Master Agreement with various Constellation entities. Regardless of the Constellation entity that executes this Master Agreement, an Event of Default by one Constellation entity will not affect a Transaction entered into by a separate Constellation entity under this Master Agreement. Upon an Event of Default by a Constellation entity, Customer may seek a remedy as may be permitted under this Master Agreement with respect to such Event of Default only from the defaulting Constellation entity. Customer shall not hold, nor attempt to hold, any Constellation entities (including affiliates) liable for the acts, omissions, or breaches of any other Constellation entity. For purposes of determining the rights and obligations of each Party hereunder, Customer and each Constellation entity shall be considered to have entered into an Agreement separate and apart from an Agreement between Customer and any other Constellation entity.

Signature page to follow

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IN WITNESS WHERE OF, the Parties have executed this Master Agreement through their duly authorized representatives as of the Effective Date.

CONSTELLATION NEWENERGY, INC.

By:

_____

Name:
Title:
Date:

Constellation Energy Services, Inc.

By:

_____

Name:
Title:
Date:

Constellation Energy Services of New York, Inc.

By:

_____

Name:
Title:
Date:

Constellation Authorized Persons:
Commodities Management Group: 1-800-243-2113;
cmg@constellation.com
Transaction Group: #emailtransactions@constellation.com

Notices for Constellation entities:
Address: 1221 Lamar St., Suite 750
Houston, Texas 77010
Phone: (888)635-0827
Facsimile:

CUSTOMER: City of Cumberland

By:

_____

Name:
Title:
Date:
Address: **57 N LIBERTY ST**
CUMBERLAND, MD 215022312

Fax:
Phone:
Email:
Customer Authorized Persons:
Name:
Title
email:
Phone:

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Constellation
An Exelon Company

Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc.
Fixed Price Solutions Transaction Confirmation

This TC is entered into pursuant to and in accordance with a Master Agreement executed on _____ by and between Constellation NewEnergy, Inc. ("**Seller**") and **City of Cumberland** ("**Customer**"), and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Master Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Price Terms. The prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Master Agreement. Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges vary for any reason. At any time during the term of this TC, Customer may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidence by a fully executed RTT Confirmation and be incorporated herein.

Cost Components. Each of the items listed as "Fixed" below is <u>included</u> in Customer's contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Customer will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to a change as a result of a Change in Law as described in the Master Agreement.

Adding and Deleting Accounts. Seller grants Customer the right to add one or more new Account(s) to this TC ("Add"), not to exceed 10% of the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein or in the case of Account(s) that did not receive

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electricity in the prior year period, Seller's good-faith estimate of the anticipated monthly consumption for such Account(s). In addition, Seller grants Customer the right to delete Account(s) already a part of this TC ("Delete"), up to 10% of the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein. In no event will Customer be allowed to net Add(s) against Delete(s) to exceed these 10% caps. In each case, any Add or Delete will only be allowed if: (i) such Add/Delete(s) are done in the ordinary course of Customer's business and not for economic reasons, (ii) there is no un-remedied default by Customer; (iii) any Account to be added is located within the Utility service territory currently being served by Seller. For any Add(s) that exceed 10% of the actual total historical monthly kilowatt-hours consumption reported to Seller for the immediately preceding yearly period prior to the Start Date herein or that are requested after these allowances have been met, Customer and Seller will enter into good faith negotiations to add the Account(s) at the then current market rate.

Billing. Customer's Account(s) will be billed as follows per the Master Agreement: Dual Billing.

Section 1.1. Definitions.

"Ancillary Services And Other ISO Costs" " means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this TC. Seller will reasonably determine an Account's monthly Ancillary Services And Other ISO Costs based on the Account's $/kWh share of cost for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as Seller may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by Seller as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by Seller.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Covered Bandwidth" does not apply to this TC.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a Change in Law pursuant to the Change in Law Section of the Master Agreement.

"Holdover Fee" means a cost of $.008250 per kWh in the holdover rate.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed", the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through", the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"LMP" or **"Holdover Market Price"** means the ISO-published Day Ahead locational based marginal price for the ISO residual zone applicable to each Account expressed in $/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

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"Non Time Of Use" or **"NTOU"** means all hours of each day.
"Off Peak" means all hours other than UDC Peak hours.
"Payment Date" means the date twenty (20) days following the invoice date, by which Customer's payment to Seller is due without offset or reduction of any kind.
"Peak" means the hours designated as peak from time to time by the UDC.
"Pricing Schedule" means "Transaction Confirmation" or "TC".
"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.
"RMR Costs" or **"Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.
"Transmission Costs" means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.
"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.
"Utility" means the "local electricity distribution company" or "UDC".

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. Service may be extended for a holdover term as described in the Master Agreement.

Section 2.2. Seller and UDC Contact Information. Customer may contact Seller regarding its invoice or other matters concerning this TC at Seller's Customer Service Department by toll-free telephone at 888-635-0827, or email at CustomerCare@Constellation.com. **CUSTOMER AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:**

UDC Name	UDC Abbreviation	Contact Numbers
Allegheny Power Service Corporation - MD	PE-MD	1-800-255-3443

Additional information may be obtained by contacting the Public Service Commission of Maryland at: 1-800-492-0474, 6 St. Paul Street, Baltimore, MD 21202-6806.

Section 2.3. <u>Consumer Protections, State Public Utility Commission, and UDC Information</u>. If Customer is a Maryland consumer, Customer acknowledges Consumer Protection Orders adopted by the Maryland Public Service Commission in Case No. 8738 and Order Nos. 75949, 76110, 76931, as implemented and revised by Title 20 of the Code of Maryland Regulations and to the extent they can be waived under applicable law, Customer affirmatively waives those protections, including but not limited to, evergreen or automatic renewal requirements, "wet" signature requirements, price comparison guidelines, second notice for renewals requirement, itemization of services requirements, minimum use requirements, unit pricing requirements, deposit notifications, and termination and price change notice requirements, except to the extent specifically provided for herein. If there is any conflict between the Agreement and

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the referenced, orders tariffs, or regulations, Customer agrees that the Agreement shall control to the extent permissible under applicable law. Customer warrants and represents that for Account(s) located in the State of Maryland, maximum demand exceeds 100 kilowatts and that the electricity supplied hereunder is not for use at a residence.

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Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

By:

Name:
Title:

Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration
Fax: **888-829-8738**
Phone: **888-635-0827**

Customer: City of Cumberland

By:

Name:
Title:
Date:
Address: 57 N LIBERTY ST
CUMBERLAND, MD 215022312

Fax:
Phone:
Email:

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ACCOUNT SCHEDULE:
For: City of Cumberland
The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on June 2, 2016

Seller shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts: 135

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
PE-MD	08044083885000824542	1001 SHADES LN, CUMBERLAND, MD 215021331	11/08/16	11/07/17	TBD
PE-MD	08044083885000824543	yale st, Cumberland, MD 21502	11/08/16	11/07/17	TBD
PE-MD	08044083885000824545	734 GOLDEN LN, CUMBERLAND, MD 215022538	11/07/16	11/06/17	TBD
PE-MD	08044083885000824547	487 EASTERN AVE, CUMBERLAND, MD 215022511	11/07/16	11/06/17	TBD
PE-MD	08044083885000824549	constitution park rd, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08044083885000824551	655 PARKVIEW AVE, CUMBERLAND, MD 215023200	11/02/16	11/01/17	TBD
PE-MD	08044083885000824553	607 hicks ave, Cumberland, MD 21502	11/02/16	11/01/17	TBD
PE-MD	08044083885000824555	500 WOODSIDE AVE, CUMBERLAND, MD 215023157	11/04/16	11/05/17	TBD
PE-MD	08044083885000824557	85 AUBURN AVE REAR, CUMBERLAND, MD 215023208	11/04/16	11/05/17	TBD
PE-MD	08044083885000824559	620 MONTGOMERY AVE, CUMBERLAND, MD 215023622	11/02/16	11/01/17	TBD
PE-MD	08044083885000824561	420 E OLDTOWN RD, CUMBERLAND, MD 215023654	11/03/16	11/02/17	TBD
PE-MD	08044083885000824563	blackiston ave, Cumberland, MD 21502	11/01/16	10/31/17	TBD
PE-MD	08044083885000824565	301 S MASSACHUSETTS AVE, CUMBERLAND, MD 215024433	11/03/16	11/02/17	TBD
PE-MD	08044083885000824567	325 PENNSYLVANIA AVE, CUMBERLAND, MD 215024131	11/03/16	11/02/17	TBD
PE-MD	08044083885000824570	1511 VIRGINIA AVE, CUMBERLAND, MD 215024746	10/28/16	10/29/17	TBD
PE-MD	08044083885000824576	519 COBEY DR, CUMBERLAND, MD 215021807	11/28/16	11/26/17	TBD

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PE-MD	08044083885000824578	seton dr/braddock rd, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08044083885000824580	ridgedale ave, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08044083885000824592	150 WINEOW ST, CUMBERLAND, MD 215023503	11/28/16	11/26/17	TBD
PE-MD	08044083885000824596	1070 BRADDOCK RD, CUMBERLAND, MD 215021924	11/28/16	11/26/17	TBD
PE-MD	08044083885000824597	534 FORT AVE, CUMBERLAND, MD 215022517	11/07/16	11/06/17	TBD
PE-MD	08044083885000824598	willowbrook rd, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08044382515000622383	E Offutt St, Cumberland, MD 21502	11/21/16	11/20/17	TBD
PE-MD	08044384475000452576	Sewage-Kellyside Indus, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08045228555000824531	fairview ave, Cumberland, MD 21502	11/11/16	11/12/17	TBD
PE-MD	08045228555000824534	631 LINCOLN ST, CUMBERLAND, MD 215021714	11/09/16	11/08/17	TBD
PE-MD	08045228555000824538	513 WELCH AVE, CUMBERLAND, MD 215021247	11/14/16	11/13/17	TBD
PE-MD	08045228555000824539	511 BOPP AVE, CUMBERLAND, MD 215021068	11/09/16	11/08/17	TBD
PE-MD	08045228555000824572	827 GEPHART DR, CUMBERLAND, MD 215022726	11/23/16	11/22/17	TBD
PE-MD	08045228555000824574	905 CAMDEN AVE, CUMBERLAND, MD 215022606	11/21/16	11/20/17	TBD
PE-MD	08045228555000824582	sperry terr, Cumberland, MD 21502	11/23/16	11/22/17	TBD
PE-MD	08045228555000824584	111 HIGH LN, CUMBERLAND, MD 215022601	11/21/16	11/20/17	TBD
PE-MD	08045228555000824586	607 WASHINGTON ST, CUMBERLAND, MD 215022710	11/21/16	11/20/17	TBD
PE-MD	08045228555000824588	ritchie st/fairmont ave, Cumberland, MD 21502	11/23/16	11/22/17	TBD
PE-MD	08045228555000824590	544 ROSE HILL AVE, CUMBERLAND, MD 215023358	11/23/16	11/22/17	TBD
PE-MD	08045228555000824594	valley rd, Cumberland, MD 21502	11/17/16	11/16/17	TBD
PE-MD	08045228555000824708	dingle rd, Cumberland, MD 21502	11/21/16	11/20/17	TBD
PE-MD	08045228555001011915	800 SHRIVER AVE, CUMBERLAND, MD 215021445	11/21/16	11/20/17	TBD
PE-MD	08046316615000749563	Reservoir Ave, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046511855000543753	Parking Garage, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046511855000547162	Restroom - Concession, Cumberland, MD 21502	11/07/16	11/06/17	TBD

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PE-MD	08046511855000753012	Bedford Road/Water Pumps, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046511855000780445	Knox St, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046511855000780635	Valley St Signal Light, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046511855000780653	Pear St Signal Light, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046511855000780669	Henderson Ave Brdg Lgt, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046511855000781324	Piedmont Ave N End Tnk, Cumberland, MD 21502	11/08/16	11/07/17	TBD
PE-MD	08046511855000781566	Piedmont Ave Pump Station, Cumberland, MD 21502	11/08/16	11/07/17	TBD
PE-MD	08046511855000789954	Wills Creek Pumping Station, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08046511855000802182	Lt Cor Wash & Lee Sts, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08046511855000929916	East Side Fire Sta, Cumberland, MD 21502	11/04/16	11/05/17	TBD
PE-MD	08046511855000930845	John McMullen Br. Lgts, Cumberland, MD 21502	11/09/16	11/08/17	TBD
PE-MD	08046511855000930847	Form P18000-510 St Ltg, Cumberland, MD 21502	11/09/16	11/08/17	TBD
PE-MD	08046511855000930852	Geo Washington Headqr, Cumberland, MD 21502	11/09/16	11/08/17	TBD
PE-MD	08046511855000930862	Virginia Ave Subway, Cumberland, MD 21502	11/09/16	11/08/17	TBD
PE-MD	08046511855000930880	George St Downtown Lgt, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046511855000930893	Downtown Lgts, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046511855000931147	Sign City Hall, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046511855000931153	City Hall, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046511855000931225	1415 Rosewood Ave/McNamee Hl, Cumberland, MD 21502	11/04/16	11/05/17	TBD
PE-MD	08046511855000931302	Fectig Ave Sewage EJCT, Cumberland, MD 21502	11/04/16	11/05/17	TBD
PE-MD	08046511855001019254	Form P18000-510 St Ltg, Cumberland, MD 21502	11/09/16	11/08/17	TBD
PE-MD	08046511855001038603	Public Safety Bldg, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046511855001063721	Queen City Dr, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046511855001068371	Trf Sig Qn Cty Ctr Mech, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046511855001077999	City Administration Bldg, Cumberland, MD 21502	11/03/16	11/02/17	TBD

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PE-MD	08046511855001095835	Valley St Traffic Lgt, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046635565001069185	Balti & Mech sts tr sgnl, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000406047	1062 BRADDOCK RD, CUMBERLAND, MD 215021924	11/23/16	11/22/17	TBD
PE-MD	08046830025000411185	Greene & Lee St, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08046830025000411712	Pumping Sta, Cumberland, MD 21502	11/23/16	11/22/17	TBD
PE-MD	08046830025000411731	Braddock Rd Tank, Cumberland, MD 21502	11/23/16	11/22/17	TBD
PE-MD	08046830025000418094	500 Reservoir Ave, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000432037	Greene St Dingle Lgt, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08046830025000445921	Greene & Allegany St Lgt, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08046830025000446315	Greene & Walnut Pump, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08046830025000453232	Johnson & Greene Traf Lgt, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08046830025000462362	Greene St, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08046830025000478095	N. Mechanic, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046830025000527071	Maryland Ave/Oldtown Rd, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000538078	South End Fire Sta, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000538120	Race St Band Stand, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000550264	Canal PL Pumping Station, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000552256	Virginia Ave/Beside Economy Off Furn, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000559413	Concession Canvanaugh, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000559644	Bowen St/Cavanaugh Field, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000559670	Bowen St. Warehouse, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000571344	ZZZ/Concession Stand, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000744822	Craft Building, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000753578	Lighting for Ball Field, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000759099	Bath House/Riverside Rec Park, Cumberland, MD 21502	10/27/16	10/26/17	TBD

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PE-MD	08046830025000767480	730 N MECHANIC ST, CUMBERLAND, MD 215022115	11/07/16	11/06/17	TBD
PE-MD	08046830025000769354	Pool Pump, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000770841	828 N MECHANIC ST, CUMBERLAND, MD 215022117	11/07/16	11/06/17	TBD
PE-MD	08046830025000770849	Control Cabinet/156 S Wineow St, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000770860	Elizabeth St, Cumberland, MD 21502	10/27/16	10/26/17	TBD
PE-MD	08046830025000828191	Ridgedale Pump Station/Gephart Dr., Cumberland, MD 21502	11/23/16	11/22/17	TBD
PE-MD	08046830025000828197	Ridgedale Ave, Cumberland, MD 21502	11/23/16	11/22/17	TBD
PE-MD	08046830025000828305	Brown Ave, Cumberland, MD 21502	11/23/16	11/22/17	TBD
PE-MD	08046830025000840118	Haystack Water Tank, Cumberland, MD 21502	11/23/16	11/22/17	TBD
PE-MD	08046830025000910699	408 LONG ST, CUMBERLAND, MD 215023366	11/28/16	11/26/17	TBD
PE-MD	08046830025000910700	216 Walnut St, Cumberland, MD 21502	11/28/16	11/26/17	TBD
PE-MD	08046830025000917317	Decatur St, Cumberland, MD 21502	11/04/16	11/05/17	TBD
PE-MD	08046830025000920658	Queen City Pvmt Signal, Cumberland, MD 21502	11/04/16	11/05/17	TBD
PE-MD	08046830025000922759	Henderson Ave Trf Lgt, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046830025000925971	Valley St, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046830025000925972	N Mechanic St, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046830025000926003	Viaduct Flood Control, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046830025000926018	Market St, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046830025000926019	Market St Bridge, Cumberland, MD 21502	11/07/16	11/06/17	TBD
PE-MD	08046830025000926238	Sewage Pump, Cumberland, MD 21502	10/28/16	10/29/17	TBD
PE-MD	08046830025000926277	Tan Bldg & Baby Pool, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000926282	Johnnie Long Ballfield, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000926296	Tennis Courts, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000926298	Grove 4 Rest Rooms, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000926301	Const Prk Pav 5Mtr Removed-Facil Remain, Cumberland, MD 21502	11/03/16	11/02/17	TBD

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PE-MD	08046830025000935793	Williams St Traf Lgt, Cumberland, MD 21502	10/28/16	10/29/17	TBD
PE-MD	08046830025000969402	Bath House, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000969404	Pavilion #4, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025000993871	Meter for Lightning/Merchant St, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001004570	Traffic Signal, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001031389	Parklette/ZZZ, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001060663	Flood Control Gates, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001063925	Centre St, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001064056	At Harrison/S Centre St, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001064080	Traffic SGN at S Centre, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001068965	Liberty St. Downtown Lt., Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001069229	Mechanic St. Parklet, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001069270	Canal St Downtown Lgt, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001069646	50 PERSHING ST, CUMBERLAND, MD 215023013	10/27/16	10/26/17	TBD
PE-MD	08046830025001074949	RR4 Oldtown Rd PMP S, Cumberland, MD 21502	10/28/16	10/29/17	TBD
PE-MD	08046830025001075473	Dorn Ave FT Hill Resv, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001080482	Union St. Parking Garage, Cumberland, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08046830025001347672	DOWNTOWN MALL, LIBERTY ST APTS, CUMBERLAND, MD 21502	11/03/16	11/02/17	TBD
PE-MD	08047867655001085227	Ridgeley Flood Control, Cumberland, MD 21502	11/08/16	11/07/17	TBD

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SELLER AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge and understand that:

- TFS Energy Solutions, LLC is acting on your behalf as your representative and is not a representative or agent of Seller;
- Seller is remitting a fee to TFS Energy Solutions, LLC on your behalf in connection with its efforts to facilitate our entering into this Agreement, and
- Your price reflects the fee being disbursed to TFS Energy Solutions, LLC.

You should direct questions regarding such fee to TFS Energy Solutions, LLC.

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This draft is preliminary and subject to further changes prior to release

DRAFT

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Regular Council Agenda
June 7, 2016

Description

Order authorizing the abatement of utilities charges for City-owned property at 447-449 N. Waverly Terrace

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:** __June 7, 2016_

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

THAT, the following utilities charges on the City-owned property of 447-449 N. Waverly Terrace be and are hereby abated:

ACCOUNT NO.	AMOUNT	ADDRESS
270194000	$2,245.43	447-449 North Waverly Terrace

_____

Mayor Brian K. Grim

Real Property Data Search (w1) **Guide to searching the database**

Search Result for ALLEGANY COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Account Identifier: District - 22 Account Number - 003992

Owner Information

Owner Name:	CUMBERLAND MAYOR-CITY COUNCIL	**Use:**	EXEMPT
		Principal Residence:	NO
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502-2312	**Deed Reference:**	/01630/ 00115

Location & Structure Information

Premises Address:	447 N WAVERLY TER CUMBERLAND 21502-0000	**Legal Description:**	447-449 N WAVERLY TERRACE PT LT 164 50X100

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0105	0000	0069		0000				2015	Plat Ref:

Special Tax Areas:

Town: CUMBERLAND
Ad Valorem:
Tax Class:

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
			5,000 SF	

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation

Value Information

	Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2015	Phase-in Assessments As of 07/01/2016
Land:	5,000	4,500		
Improvements	0	0		
Total:	5,000	4,500	4,500	4,500
Preferential Land:	0			0

Transfer Information

Seller: KLAVUHN, MARK D	Date: 09/24/2009	Price: $2,463
Type: NON-ARMS LENGTH OTHER	Deed1: /01630/ 00115	Deed2:
Seller: HEMMIS, HAZEL E-WILLIAM CHARLES	Date: 05/26/1995	Price: $18,500
Type: NON-ARMS LENGTH OTHER	Deed1: /00626/ 00809	Deed2:
Seller: LAGRATTA, LORETTA E	Date: 12/29/1988	Price: $12,000
Type: ARMS LENGTH IMPROVED	Deed1: /00577/ 00355	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2015	07/01/2016
County:	670	4,500.00	4,500.00
State:	670	4,500.00	4,500.00
Municipal:	670	4,500.00|4,500.00	4,500.00|4,500.00

Tax Exempt:
Exempt Class:

Special Tax Recapture:
NONE

Homestead Application Information

Homestead Application Status: No Application

Item # 27

-Display Account- UT7031S1-
-Transaction Inquiry- UT7010S1-

Account#: 270194000 4270 Current Balance . : 2,245.43
Name . : M D KLAVUHN *********
Address : 449 WAVERLY TERR

Type options, press Enter. Reset: _____
5=Detail 6=Reprint Bill 11=Meter History 16=Other Charges
More: +

Opt	Type	Date	Amount	Posted	Due Date	Balance
__	Penalty	10/30/2009	28.31	10/30/2009		2245.43
__	Bill	10/08/2009	.00	10/09/2009	10/29/2009	2217.12
__	Penalty	10/02/2009	28.31	10/02/2009		2217.12
__	Bill	9/10/2009	.00	9/11/2009	10/01/2009	2188.81
__	Penalty	9/04/2009	28.31	9/04/2009		2188.81
__	Bill	8/13/2009	.00	8/13/2009	9/03/2009	2160.50
__	Penalty	8/13/2009	28.31	8/13/2009		2160.50
__	Bill	7/16/2009	.00	7/17/2009	8/06/2009	2132.19
__	Penalty	7/16/2009	28.31	7/16/2009		2132.19
__	Penalty	6/19/2009	28.31	6/19/2009		2103.88

More...

-F3=Exit F5=Refresh F7=Event History F8=Account F22=More Keys-

Regular Council Agenda
June 7, 2016

Description

Order authorizing the Mayor to execute an "Assignment and Assumption Agreement" as Landlord of the One Frederick Street Garage, to authorize S&N Realty LLC to assign and transfer all of its right, title and interest in S&N's Parking Lease for the One Frederick Garage to EII Cumberland Associates, LLC

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:** __June 7, 2016_

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

WHEREAS, the Mayor and City Council of Cumberland (City) are Landlords of the One Frederick Street Parking Garage under the Parking Lease dated May 21, 1997 and amended January 5, 2016 between the City and S&N Realty LLC; and

WHEREAS, S&N Realty desires to assign, transfer, set over and convey to EII Cumberland Associates, LLC all of S&N Realty's right, title and interest in and to that original Parking Lease dated May 21, 1997 ;

NOW THERFORE, BE IT ORDERED, that the Mayor be and is hereby authorized to execute an Assignment and Assumption of Parking Lease setting forth terms for the assignment and assumption of said Parking Lease from S&N Realty LLC to EII Cumberland Associates, LLC.

_____

Mayor Brian K. Grim

ASSIGNMENT AND ASSUMPTION OF PARKING LEASE

This instrument is executed and delivered as of the ____ day of_____, 2016 by and between **S&N REALTY LLC**, a Delaware limited liability company ("Seller"), and **EII CUMBERLAND ASSOCIATES, LLC,** a Delaware limited liability company ("Purchaser") pursuant to that certain Agreement of Purchase and Sale effective as of March 15, 2016, as amended by that certain First Amendment to Agreement of Purchase and Sale dated as of April 28, 2016 and that certain Second Amendment to Agreement of Purchase and Sale effective as of May 6, 2016 ("Contract") by and between Seller and Elman Investors, Inc., a Delaware corporation("Original Purchaser"), as assigned by Original Purchaser to Purchaser pursuant to that certain Assignment and Assumption of Agreement of Purchase and Sale dated _____, 2016, covering the real property described in Exhibit A attached hereto. The date hereof is the "Closing Date" under the Contract.

1. Assignment of Parking Lease. For good and valuable consideration, Seller hereby assigns, transfers, sets over and conveys to Purchaser all of Seller's right, title and interest in and to that certain Parking Lease dated May 21, 1997, as amended by First Amendment to Parking Lease dated January 5, 2016 (the "Parking Lease"), between Seller, as Tenant, and Mayor and City Council of Cumberland, as Landlord.

2. Assumption. Purchaser, for itself and its successors or assigns, hereby assumes the obligations of Seller under the Parking Lease arising from and after the Closing Date and shall defend, indemnify and hold harmless Seller from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Seller by reason of the failure of Purchaser to fulfill, perform, discharge, and observe its obligations with respect to the Parking Lease arising on and after the Closing Date. Seller shall defend, indemnify and hold harmless Purchaser from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Purchaser by reason of the failure of Seller to fulfill, perform, discharge, and observe its obligations with respect to the Parking Lease arising before the Closing Date.

3. Agreement Applies. The covenants, agreements, representations, warranties, releases, indemnities and limitations provided in the Contract with respect to the rights conveyed hereunder (including, without limitation, the limitations of liability provided in the Contract), are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Purchaser and Seller and their respective successors and assigns.

4. Counterparts. This instrument may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption of Parking Lease to be executed as of the date written above.

[Signature pages follow.]

SELLER:

S & N REALTY LLC,
a Delaware limited liability company

By: _____(seal)
Donald R. Shapiro, Managing Member

PURCHASER:

EII CUMBERLAND ASSOCIATES, LLC,
a Delaware limited liability company

By:_____
Name: Lee M. Elman
Title: Managing Member

As Landlord under the Parking Lease, the undersigned hereby consents to the foregoing assignment and assumption

Witness:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____

_____

Name: Brian K. Grim
Title: Mayor

EXHIBIT A

LEGAL DESCRIPTION

All of those lots or parcels of land located in Allegany County, Maryland, and more particularly described as follows:

All that lot, piece or parcel of land, situated, lying and being on the easterly side of North Mechanic Street, in the City of Cumberland, Election District No. 4, Allegany County, Maryland.

Beginning for the same at a pk nail set on the easterly limits or North Mechanics Street, said pk nail referenced North 19 degrees 10 minutes 25 seconds West 173 feet from a drill hole set in the concrete sidewalk, thence binding on the easterly margin of North Mechanic Street, 1) North 19 degrees 10 minutes 25 seconds West 109.31 feet to a drill hole set in concrete sidewalk, thence 2) North 36 degrees 49 minutes 26 seconds East 15.64 feet to a drill hole set on the southeasterly margin of Frederick Street; thence binding on the southeasterly limits, 3) North 70 degrees 49 minutes 35 seconds East 110.23 feet to a drill hole set in the concrete sidewalk; thence leaving aforementioned limits and running, 4) South 27 degrees 54 minutes 36 seconds East 25.05 feet to a pk nail set; thence 5) South 19 degrees 10 minutes 25 seconds East 93.30 feet to a pk nail set; thence 6) South 70 degrees 49 minutes 35 seconds West 127.00 feet to a pk nail and the place of beginning, containing .034 acres, more or less.

Regular Council Agenda
June 7, 2016

Description

Letter from Karen E. Cresap, Cresap Society Archivist, advising of the upcoming 100th anniversary of The Cresap Society which will be celebrated over a three-day period of July 14th - July 16 in Cumberland, and requesting the use of the Riverside Park on the morning of Friday, July 15th to hold the official dedication of the Cresap family engraved bricks that were placed around the Cresap Monument at Riverside Park in 2012

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

57 N Liberty Street
Council Chambers
Cumberland, MD 21502

June 6, 2016

The Cresap Society, an International organization of the descendants of Col. Thomas Cresap, will soon be celebrating its 100th anniversary in Cumberland. Over a three day period, Thursday July 14th through Saturday July 16th, Cresap descendants from all across this great country and from around the globe will be celebrating this grand centennial event. Programs and activities are planned all over Allegany County, including in Oldtown at the Michael Cresap/Irvin Allen Museum, at the former site of the Cresap Fort, up on Dan's Mountain, at the Windsor Castle, the Fairfield Inn, numerous restaurants and across the Allegheny Mountains on the Western Maryland Scenic Railroad.

One of the very special programs the Cresaps are looking forward to is the official dedication of the Cresap family engraved bricks that were placed in 2012 surrounding the Cresap Monument at Riverside Park. As a sign of great support for the large National Road Monument project, the Cresap family had engraved bricks installed in a circle around the Cresap Monument. In 1919, the City of Cumberland invited the then three year old Cresap Society to hold a reunion and to place a monument in the city. The large stone was chosen and transported from the former homestead of Daniel Cresap, Sr. in Rawlings and proudly placed in Riverside Park in 1919, standing as the very first monument in the park, complete with a bronze plaque showing a sketch of Thomas Cresap's cabin. The new engraved bricks circle it, in honor of the living and to memorialize society members over the past 100 years.

The Cresap Society formally requests permission to hold our dedication at Riverside Park on the morning of Friday, July 15th, 2016.

The Mayor, the City Council, all City employees and the Citizens of Cumberland are all invited and encouraged to please attend. Details will follow.

With great gratitude and best wishes to the City of Cumberland,

Karen E. Cresap
Cresap Society Archivist
Bloomfield Hills, Michigan