MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard
David Caporale
Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: December 4, 2018

I. Closed Session

1. 5:30 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(7) of the General Provisions Article of the Annotated Code of Maryland to consult with counsel to obtain advice regarding the applicability of certain laws

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

2. Executive Session

II. Open Session

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

   The meeting reconvened in open session at 6:25 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Mayor Brian K. Grim; Councilmen Seth Bernard, Richard Cioni, and Eugene Frazier

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting(s)

Mayor Grim announced that a Closed Session had been held Tuesday, December 4, 2018 at 5:30 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland

VI. Director's Reports

(A) Public Works

1. Utilities Division / Wastewater and Water Filtration monthly report for October, 2018

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

(B) Fire

1. Fire Department monthly report for October, 2018

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

VII. Approval of Minutes

1. Approval of the Regular Session Minutes of August 21 and September 4, 2018

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

VIII. Unfinished Business

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - providing for the closure of a portion of Pear Street running from the south side of Henderson Avenue South for a lenght of 125 feet in the direction of N. Centre Street, as requested by CSX Transportation, Inc.

Mr. Rhodes reviewed the proposed Ordinance that would provide for the closure of a portion of Pear Street, as requested by CSX Transportation, Inc. He added that this was basically a formality, as this property was physically closed 2 years ago.

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

Mayor Grim opened the floor for comments or questions. Being none, the Ordinance proceeded to its third reading.

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

ORDINANCE NO. 3844

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

   Mr. Rhodes reviewed the proposed Ordinance that would provide for the closure of a portion of Second Street in the middle of Jane Frazier village, as requested by the Housing Authority for the City of Cumberland. He added that this would give the Housing Authority more control over parking and maintenance of the area.

   FIRST READING: The Ordinance was presented in title only for it's first reading. Motion to approve the first reading and table until next meeting was made by Bernard, seconded by Cioni, and was passed on a vote of 4-0.

IX. New Business

(A) Ordinances

1. Ordinance *(1st reading)* - authorizing execution of a contract of sale and deed for the purpose of conveying certain surplus property located at 547 Eastern Avenue to John H. Wofe, Sr. for the sum of $3,600

   Mr. Rhodes reviewed the proposed Ordinance that would authorize execution of a contract of sale and deed for conveying surplus property at 547 Eastern Avenue to John H. Wofe, Sr.

   FIRST READING: The Ordinance was presented in title only for its first reading. Motion to approve the reading and table until next meeting was made by Bernard, seconded by Cioni, and was passed on a vote of 4-0.

(B) Resolutions

1. Resolution *(1 reading only)* - authorizing 2019-2020 tax credits for certain businesses located in the Gateway Enterprise Zone

   Mr. Rhodes discussed that the Resolution was executed each year by request of Allegany County, and provides for state as well as local income property tax credits for certain businesses. Per a request, Mr. Rhodes read the list of entities that would receive the credits.

The Resolution was presented in title only. Motion to approve the Resolution was made by Bernard, seconded by Cioni, and was passed on a vote of 4-0.

RESOLUTION NO. R2018-09

2. Resolution *(1 reading only)* - authorizing the sale and issuance of a series of General Obligation Bonds in an amount not to exceed $562,500 to be designated "Mayor and City Council of Cumberland Drinking Water Bond, Series 2018," to be used for the public purpose of financing or reimbursing costs of the "Willowbrook Road Waterline Replacement Project"

   Mr. Rhodes discussed that the Resolution would authorize the sale and issuance of General Obligation bonds to finance the replacement of the water line along Willow Brook Road. He added that the rate is based on 25% of the bond index, which translates to .9% currently.

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

   RESOLUTION R2018-10

(C) <u>Orders (Consent Agenda)</u>

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1 - 7 was made by Bernard, seconded by Frazier, and was passed on a vote of 4-0

1. Order accepting the proposal from Belt Paving, Inc. for the Mechanic Street Access Road Improvements Project (13-14-M) in the estimated unit price amount of $1,808,859.50 and rejecting all other bids

   ORDER NO. 26,375

2. Order authorizing execution of a Cost Sharing Agreement with the Maryland Department of Transportation, State Highway Administration for the use of SHA Open-End Consultant for construction inspection services related to the Mechanic Street Access Road Improvement Project (City Project 13-14-M) for the estimated amount of $107,463

   ORDER NO. 26,376

3. Order appointing or reappointing various individuals to the Administrative Appeals Board, Downtown Development Commission, Human Relations Commission, Planning and Zoning Commission, and Shade Tree Commission

Administrative Appeals Board: Eric Bean, Seat 2, 12/1/18 - 12/1/21
Steven Hartsock, PhD, Seat 5, 12/1/18 - 12/1/21

Downtown Dev. Commission: Larry Jackson, Seat 1-Primary, 12/1/18 - 12/1/21
Sandi Saville, Seat 2-Primary, 12/1/18 - 12/1/21
Doug Schwab, Seat 4-Primary, 12/1/18 - 12/1/21
Daniel Taylor-Neumann, Seat 5-Primary, 12/1/18 - 12/1/21
Ed Huber, Seat 1-Secondary, 12/1/18 - 12//1/21

Human Relations Commission: Robert Godfrey, Seat 1, 12/1/18 - 12/1/21
Melissa Jack, Seat 2, 12/1/18 - 12/1/21
Duane Boyd, Seat 3, 12/1/18 - 12/1/21
Richard Kerns, Seat 5, 12/1/18 - 12/1/21

Planning and Zoning Commission: Vic Rezendes, Seat 2, 12/1/18 - 12/1/23
Alley Litten, Seat 5, 12/1//18 - 12/1/23

Shade Tree Commission: J. Christine Bridges, Seat 1, 12/1/18 - 12/1/22

ORDER NO. 26,377

4. Order acknowledging that the proposed project to develop a skateboard park in Constitution Park is no longer a viable project; accepting the Park and Recreation Board's recommendation to support the creation of a Sound Garden in Constitution Park in lieu of the skateboard park; authorizing that funds previously held by the Community Trust Foundation to support the skateboard park be reallocated to the Sound Garden; and authorizing the draw-down of those funds to support the development of the Sound Garden

Mr. Rhodes explained that funding had been set up in support of a skateboard park, which didn't happen, and the City needed to do something with the funds, as there is a clause that allows reinvestment of the funds. Mayor Grim noted that no additional funds had been risen by the community, other than the original approximate $300. Cioni acknowledged City Historian Kathy McKenney and Parks and Recreation Director Diane Johnson on giving good direction on establishing a sound garden

Councilmen Cioni and Bernard, and City Historian Kathy McKenney fielded questions from the media on the proposed sound garden, noting that it would be placed in the grove across from Pavilions 1 & 2, it will include chimes, xylophone, bongo and maracas, and is meant to be a unique experience for children

ORDER NO. 26,378

5. Order authorizing acceptance of a 2017 FEMA Assistance Firefighters Grant in the amount of $121,500; accepting the bid of Fire Chasers Fire Equipment for 50 sets of turnout gear in the amount of $142,500, making the City's share of the cost approximately $21,000; and authorizing the Fire Chief to execute documents necessary for the acceptance of these funds, including but not limited to a Memorandum of Understanding with the Potomac Fire Company No. 2 relative to the grant

ORDER NO. 26,379

6. Order accepting the proposal from Online Solutions LLC (dba Citizenserve) to provide a Community Development Software System for the one-time intial cost not to exceed $95,000 with an annual cost thereafter not to exceed $30,000 and rejecting all other bids

   ORDER NO. 26,380

7. Order authorizing execute of a letter of agreement with Verizon Maryland, LLC to renew their lease for three (3) parking spaces in the George Street Garage for the term July 1, 2019 - June 30, 2020 for the cost of $75/space, and providing the option to renew the lease for one (1) additional year under the same terms and conditions

   ORDER NO. 26,381

X. Public Comments

Kelly Robertson, 410 Fayette Street, expressed concerns about the need to have continuity with the new administration.

All public comments are limited to 5 minutes per person

XI. Adjournment

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

Minutes approved on February 19, 2019

Brian K. Grim, Mayor

ATTEST: Marjorie A. Woodring, City Clerk

Regular Council Agenda
December 4, 2018

Description

5:30 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(7) of the General Provisions Article of the Annotated Code of Maryland to consult with counsel to obtain advice regarding the applicability of certain laws

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 4, 2018

Description
Executive Session

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 4, 2018

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

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 4, 2018

Description
Summary Statement of Closed Meeting(s)

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Summary

December 04, 2018 at 5:30 p.m.

Second Floor Conference Room, City Hall

On December 04, 2018, the Mayor and City Council met in closed session at 5:30 p.m. in the second floor conference room of City Hall to consult with counsel to obtain advice regarding the applicability of certain laws. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (7).

Persons in attendance included Mayor Brian K. Grim;

Council Members Seth Bernard, Richard Cioni, and Eugene Frazier;

City Administrator Jeff Rhodes, City Solicitor Mike Cohen, Kathy McKenney, Community Development Programs Manager; City Clerk Marjorie Woodring; Ray Morriss, Mayor-elect

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

No actions were voted upon and the meeting was adjourned at 6:22 p.m.

Brian K. Grim, Mayor

Entered into the public record on DEC - 4 2018

Regular Council Agenda
December 4, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND

UTILITY DIVISION

MONTHLY REPORTS

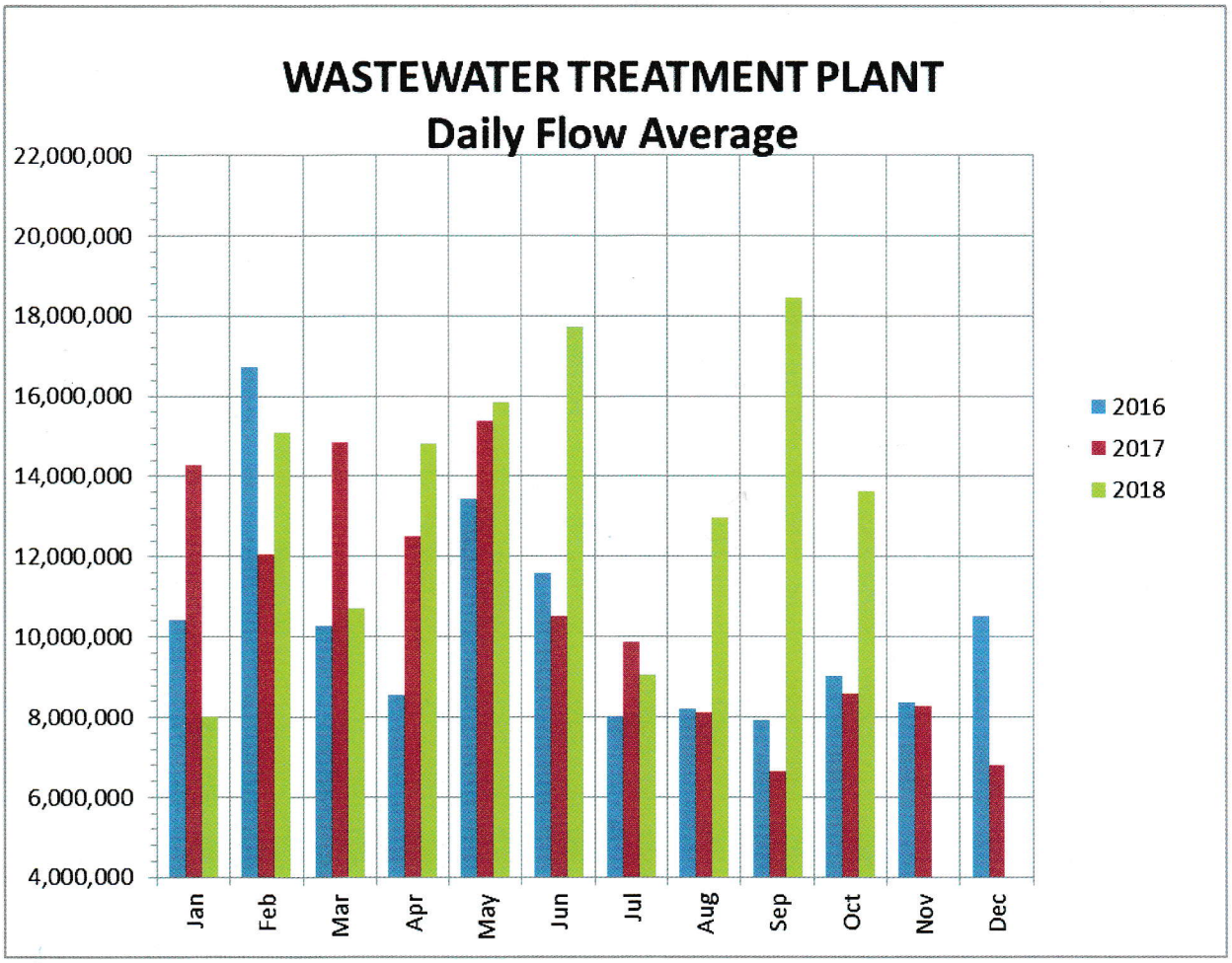
October 2018

Wastewater & Water Filtration

Wastewater Treatment Plant – October 2018

OPERATIONS:

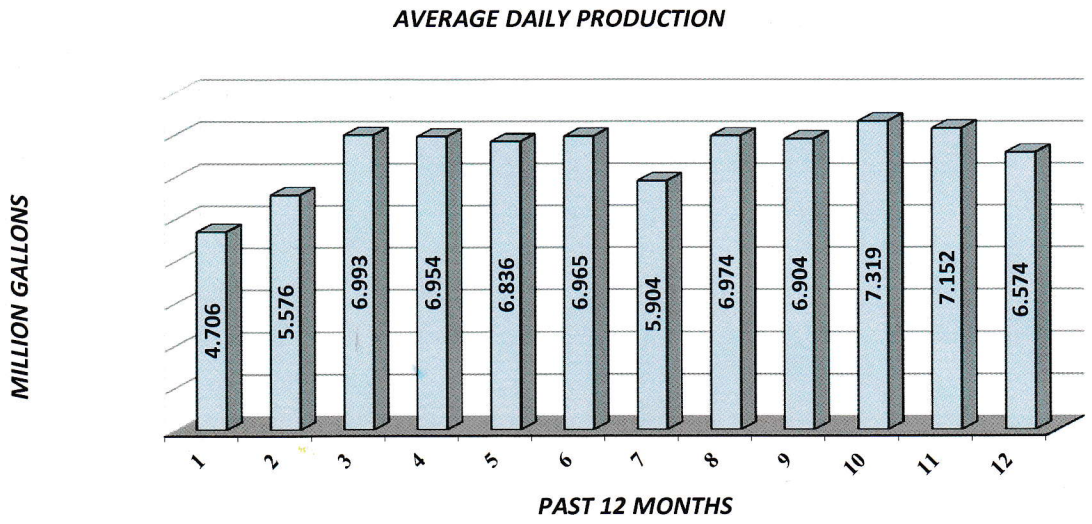
. Treated 421,914,000 gallons @ an average of 13.610 million gallons per day. Removed 199,864 pounds of total suspended solids, 131,925 pounds of BOD, 34,511 pounds of total nitrogen, and 5,629 pounds of total phosphorous. Processed 1,319,775 gallons of sludge producing 132.35 Dry tons of Class "A" bio-solids. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.

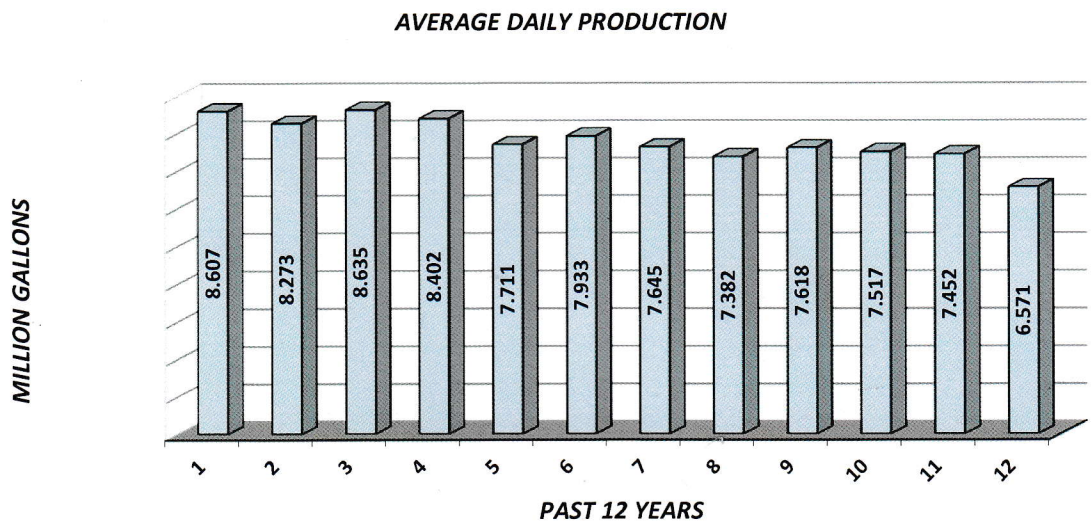


CITY OF CUMBERLAND'S WATER TREATMENT PLANT

MONTHLY UTILITY REPORT

OCTOBER 2018





BRIEF LISTING of EVENTS

- *100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS*
- *OVER 100 PREVENTIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALYSIS PERFORMED*
- *TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7*
- *WFP STAFF ARE CURRENTLY WORKING ON SUMMER LAKE AND RESERVOIR MAINTENANCE TASKS*
- *WORKED WITH GD&F ON INTIAL STAGES OF SMOUSES MILL PUMP STATION UPGRADES*
- *BOTH LAKE GORDON AND LAKE KOON AT 100% CAPACITY*
- *COMPLETED 2 YEAR CYCLE OF LT2 SOURCE WATER MONITORING FOR CRYPTOSPORIDIUM WITH FAVORABLE RESULTS*

Regular Council Agenda
December 4, 2018

Description
Utilities Division / Wastewater and Water Filtration monthly report for October, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

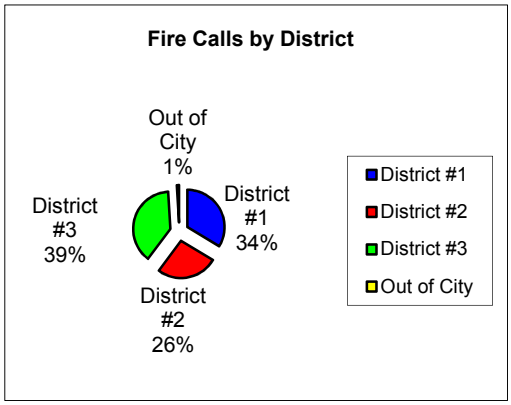
Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF OCTOBER, 2018
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 113 Fire Alarms:

Responses by District:

District #1	38
District #2	30
District #3	44
Out of City	1
	113



Number of Alarms:
First Alarms Answered 113

Calls Listed Below:
Property Use:

Public Assembly	4
Institutional	9
Residential	59
Stores and Offices	3
Storage	1
Undetermined	2
Special Properties	35
	113

Type of Situation:

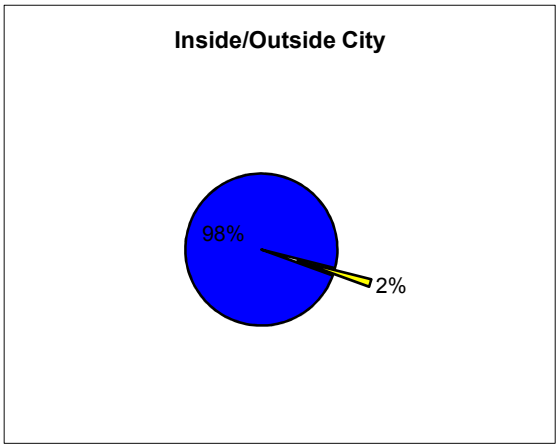
Fire or Explosion	10
Rescue Calls	59
Hazardous Conditions	4
Service Calls	8
Good Intent Calls	14
Severe Weather	1
False Calls	17
	113

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in October:	$2,480.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$6,940.00
Fire Service Fees for Fire Calls Paid in October:	$8,920.00
FY2019 Fire Service Fees Paid in FY2019:	$1,470.00
All Fire Service Fees Paid in FY2019:	$11,340.00

Fire Service Fees for Inspections and Permits Billed in October:	$50.00
Fire Service Fees for Inspections and Permits Paid in October:	$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$400.00

Cumberland Fire Department Responded to 435 Emergency Medical Calls:

In City Calls	428
Out of City Calls	7
Total	435



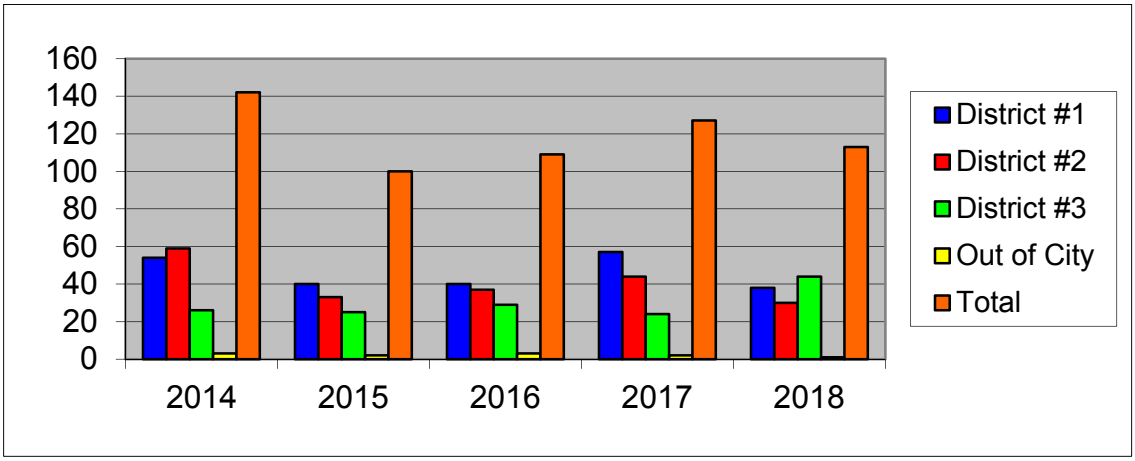
Total Ambulance Fees Billed by Medical Claim-Aid for October:	$131,138.00
Ambulance Fees Billed Fiscal Year to Date:	$434,453.00
Ambulance Fees Paid: Revenue Received in October:	$98,455.50
FY2019 Ambulance Fees Paid in FY2019:	$208,031.08
Total Ambulance Fees Paid in FY2019:	$348,579.79

(Includes all ambulance fees, previous and current fiscal years, paid in FY2019.)

Cumberland Fire Department provided 4 Mutual Aid Calls and 3 Paramedic Assist Calls.

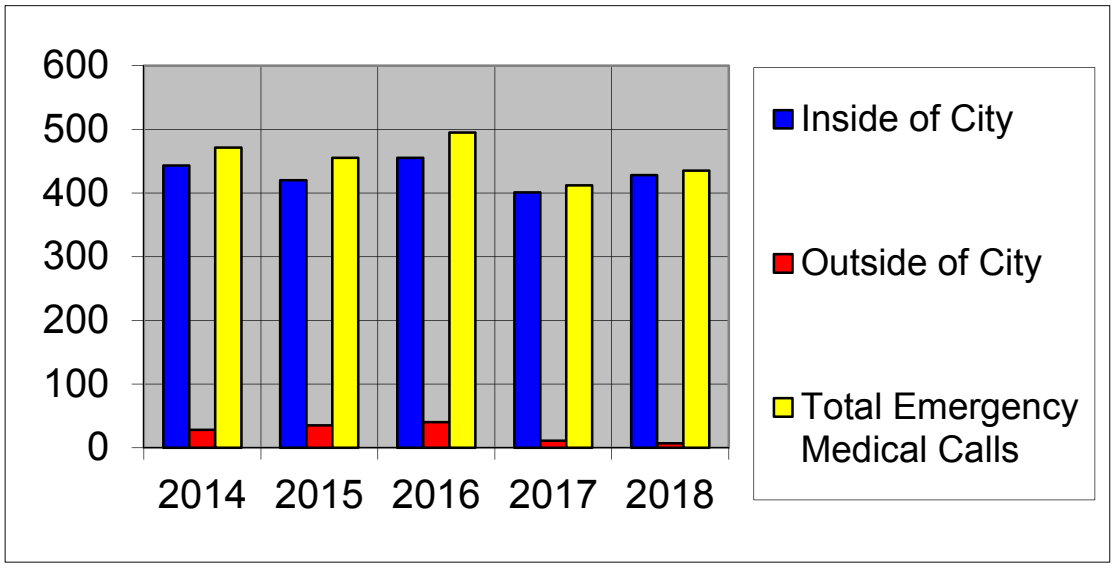
Fire Calls in the Month of October for a Five-Year Period

	2014	2015	2016	2017	2018
District #1	54	40	40	57	38
District #2	59	33	37	44	30
District #3	26	25	29	24	44
Out of City	3	2	3	2	1
Total	142	100	109	127	113



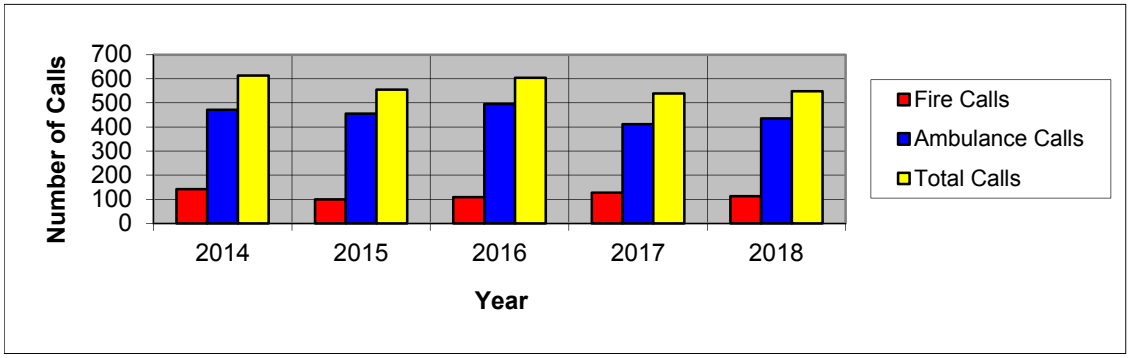
Ambulance Calls in the Month of October for a Five-Year Period

	2014	2015	2016	2017	2018
Inside of City	443	420	455	401	428
Outside of City	28	35	40	11	7
Total Emergency Medical Calls	471	455	495	412	435



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

	2014	2015	2016	2017	2018
Fire Calls	142	100	109	127	113
Ambulance Calls	471	455	495	412	435
Total Calls	613	555	604	539	548



Training

Training Man Hours:	261.50 Man Hours
Seminars & Conferences	8.50
Apparatus Check Procedures	66.00
Hose Operations	27.50
InService Inspections	14.00
Plan Review	7.00
Cyber Security	1.00
EMT Recertification	97.50
Communications Equipment	18.00
Life Safety Conference	8.00
Physical Fitness	14.00
	261.50

Fire Prevention Bureau

Complaints Received	1
Conferences Held	60
Correspondence	11
Inspections Performed	7
Investigations Conducted	8
Plan Reviews	1

Personnel

Nothing to report.

Statistics Compiled by Julie Davis, Fire Administrative Officer

Regular Council Agenda
December 4, 2018

Description
Fire Department monthly report for October, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard
David Caporale
Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: August 21, 2018

I. Closed Session

1. 5:30 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(7) of the General Provisions Article of the Annotated Code of Maryland to confer with counsel regarding a code enforcement issue

   Mayor Grim convened the public meeting. Motion to move into closed session was made by Bernard, seconded by Frazier, and passed on a vote of 5-0.

2. Executive Session

II. Open Session

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

III. Pledge of Allegiance

IV. Roll Call

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

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

V. Statement of Closed Meeting

1. Summary Statement(s) of Closed Meetings(s)

Mayor Grim announced that a Closed Session had been held on Tuesday, August 14, 2018 at 4:30 p.m. and read into record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

Mayor Grim announced that a Closed Session had been held on Tuesday, August 21, 2018 at 5:30 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Director's Reports

(A) Public Works

1. Utilities Division monthly report for July, 2018

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

2. Maintenance Division monthly report for July, 2018

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

3. Utilities Activity Report for July, 2018

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

(B) Administrative Services

1. Administrative Services monthly report for June, 2018

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

(C) Fire

1. Fire Department monthly report for July, 2018

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

(D) Police

1. Police Department monthly report for July, 2018

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

VII. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda, and Solicitor Cohen provided comments on Item No. 8. Mayor Grim called for questions or comments. A request was made to vote separately on Consent Agenda Item No. 8. Mayor Grim called for a motion to approve Consent Agenda Items 1-7, and 9. Motion was made by Bernard, Seconded by Caporale, on a vote of 5-0. Mayor Grim then called for questions or comments pertaining to Consent Agenda Item No. 8, which are noted below.

Mayor Grim asked for any other comments on Consent Agenda Item No. 8. Being none, a motion to approve Consent Agenda Item No. 8 was made by Caporale, seconded by Bernard, and passed on a vote of 5-0.

1. Order authorizing the Chief of Police to accept a GOCCP Maryland Criminal Intelligence Network (MCIN) grant for FY19 in the amount of $286,404.00 for personnel, equipment and overtime costs associated with our focus on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention, intervention, and reentry strategies.

   ORDER 26,339

2. Order authorizing execution of a Certificate of Satisfaction acknowledging that the indebtedness on a Deed of Trust (Book 1455, Page 224) owed by Stephen Terry Bachman and Jerri Dell has been fully paid and satisfied

   ORDER 26,338

3. Order abating 2018-2019 real estate taxes for City-owned properties with cell towers located on them at Bishop Walsh Road, Eleanor Terrace, and Seneca Avenue

   ORDER 26,340

4. Order authorizing payment to CBIZ Insurance Services for FY19 insurance coverage for Public Officials Liability, Law Enforcement Liability, Employees Dishonesty Bond, and Risk Management Services in the total amount of $87,945

   ORDER 26,341

5. Order authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed $8,000, providing Domestic Violence Response Team (DVRT) accompaniment and follow-ups.

ORDER 26,342

6. Order accepting the proposal from LGIT to provide FY19 Properties Insurance coverage, general liability insurance for two parking garages, and boiler and machinery coverage in the total amount of $137,807

ORDER 26,343

7. Order authorizing execution of an Easement Agreement with Allegany College of Maryland relative to the City's construction and maintenance of a water line and appurtenances through property owned by the College

ORDER 26,344

8. Order authorizing execution of an Interim Agreement Regarding Cumberland Street Bridge and Traffic Restoration Structure with CSX Transportation, Inc.

Solicitor Cohen stated that the Agreement allowed for the City to start preconstruction activities to get work started on the Cumberland Street Bridge as soon as possible. The City will accept ownership of said bridge and at the same time will access Federal funds for the design and preconstruction activities. The agreement also provides for negotiations relevant to a traffic restoration structure at either Fayette or Washington Street to restore East-West traffic through Cumberland before the Cumberland Street Bridge is completed.

A question was asked regarding whether or not the Cumberland Street Bridge height was to be raised, and if the bridge work there would be a permanent fix. Mayor Grim advised that the height would remain the same, and that the Cumberland Street Bridge would be a permanent fix. Another question was asked if temporary travel for Washington and Fayette Streets was part of the contract. Cohen advised that the agreement addresses traffic restoration structure. While work is being done, the City wants a structure that would restore traffic East and West through one of the other spans, but it has not been determined if it would be permanent or temporary.

Jack Price inquired if temporary travel for Washington and Fayette Streets was part of the contract. Cohen advised that the agreement addresses a traffic restoration structure which will restore East-West traffic through one of the other spans while work is being done on the Cumberland Street Bridge. Mr. Price asked for a copy of the Agreement. Mr. Rhodes responded that he could provide one after the meeting.

ORDER 26,345

9. Order authorizing execution of an Assignment of Mortgage to provide the City Solicitor the authority by which to initiate, prosecute, and complete a foreclosure action with respect to real property at 201-203 Baltimore Street (former Brunswick Hotel) and authorize the City Administrator to execute affidavits filed with respect to the foreclosure

ORDER 26,346

(B) Letters, Petitions

1. Letter from Lieutenant Chuck Ternent asking Mayor and City Council to review and comment and to make public with opportunity for comments a FY19 Edward Byrne Memorial Justice Assistance Grant award in the amount of $13,015 to be used towards the purchase of software enhancements to be compatible with the new NIBRS (National Incident-Based Reporting System) standards

   The letter was acknowledged and thereby entered into the public record.

VIII. Public Comments

Mary Jo Wolters, 400 Washington Street, read a statement inquiring why every plan presented by the Cumberland Street Association to the City Engineering Department gets turned down. She inquired whether the City is eligible for Federal Funding for the Greene Street corridor if the Greene Street underpass is raised. Mr. Rhodes advised that there has been no further discussion regarding Greene Street since the last presentation. The City had looked into a streetscape plan for Greene Street, but the Baltimore Street project has since taken priority.

Terry Murphy, 706 Washington Street, spoke regarding the mission of the Washington Street Association, which is to promote awareness and civic pride in the City and uphold the integrity of Washington Street as an historic neighborhood.

Chip English, 412 Washington Street, was encouraged to hear that the City is doing something and inquired how all sides could work together to come to a resolution.

Vic Rezendes, 819 Windsor Road, Vice President of the Allegany Museum and Chair of the Western MD Heritage Association, discussed concerns regarding heritage tourism, which would be impacted by the inability to get tourists up and down streets with the bridges closed.

Alexandria Haines, 403 Washington Street, requested that any plan that included removal of the Washington Street Bridge be taken from consideration immediately and have the decision making process moved to the citizens rather than behind closed doors.

Elizabeth Norris, 717 Washington Street, spoke again the Washington Street Bridge closure, noting that the Washington Street residents paid higher taxes and deserved a bridge.

Richard Kersh, 748 Washington Street, discussed the importance of uniting Washington Street with the rest of the City and urged Council to come up with an appropriate resolution to opening the bridge.

John Wunderlick, 15 Prospect Square, read a prepared statement speaking to the "crisis" situation that has developed because of the Washington Street Bridge closure and requested that Council hold off on any decision to remove the bridge.

Janet Wunderlick, 15 Prospect Square, read a statement from Ed Mullaney that asked Council to remedy the situation on the West side of the City caused by the closing of the Fayette, Cumberland, and Washington Street Bridges. After reading the statement, Ms. Wunderlick spoke on the importance of Washington Street as part of Cumberland's "Center City" heritage area, noting that the bridge closure would cut off the neighborhood from the center city.

John Fetchero, 678 Fayette Street, expressed concerns regarding the situation on the West Side. He stated he appreciated Order No. 8 and the need to move forward, but asked to see more transparency and a clearer communication channel so people could feel involved. Mr. Fetchero asked what the City's cost or liability was with respect to the Interim Agreement and Mayor Grim replied that Order No. 8 had no cost at this point, but CSX has offered significant financial contributions to the projects.

Greg Schaff, 739 Washington Street and commercial tenant at 7 Washington Street, stressed that the Washington Street Bridge is a critical element in attempting to sell the City to people or businesses that may choose to move here. He stated that members of the Washington Street Association feel as if they've been treated with contempt as the City had not considered alternative designs for the bridge or looked for other funding sources. Mayor Grim replied that the City has thoroughly vetted the tunnel bridge concept through CSX as well as the City of Cumberland and has only seen one alternative design from the Washington Street Bridge Association. Mayor Grim added that it is absolutely false that the City has turned down more.

Tom Finan, 531 Washington Street, requested that the City do whatever it takes to not allow the severing of the Washington Street Historic District. He implored the City to consult with inside and outside sources.

Russell Shorto, 406 Washington Street, spoke of the Washington Street Association meeting summary that he had emailed to Council, and discussed the depth of concern that the residents have, while acknowledging the complicated position the City is in with CSX and other entities. He stated that the frustration and anger Council is hearing from the public has to do with the fear of what will happen with the Washington Street Bridge and the West Side. He asked whether Council was on the same page with the Association. Mayor Grim asserted that he has said publicly that the best solution is to keep all three bridges. Council members Cioni and Bernard joined in the conversation, assuring that they want to see Washington Street connected to the rest of the City.

Jack Price, 800 Washington Street, thanked Solicitor Cohen for providing him the interim agreement, and asked Solicitor Cohen, Mr. Rhodes, and Council several questions pertaining to the content of the agreement.

Ben Wolters, 400 Washington Street, spoke regarding Federal regulations and standards for bridges.

Richard Soderman, 801 Washington Street, urged Council to think outside the box with regard to meeting Federal regulations, and agreed it was a bad idea to not have a Washington Street Bridge.

Debbie Grim, 217 Washington Street, stated she enjoys showcasing Washington Street as a realtor, and has been slightly encouraged by tonight's meeting, but added that nobody has said they are going to work with the citizens to make it happen, and believes there is no commitment from the City.

Kenny Wilmot, 513 Fort Avenue, suggested putting in a draw bridge using scrap material.

Tammy Fraley, 913 Growden Terrace, spoke on the time it takes to get her children to and from Braddock Middle School and stated that the bridge closures create a safety concern for Police, Firemen, and EMTs.

Mayor Grim asked John DiFonzo and Robert Smith from the City Engineering Department to address how alternative solutions to the bridge situation are considered. They spoke at length on the issues of retaining walls, culvert style bridges, variances and bridge height, and standards and safety measures, with others commenting as well. Councilman Bernard thanked all for coming out and expressed appreciation for their participation. Mayor Grim reiterated that he had expressed several times during the night that he believes the City needs all three bridges, and that nothing has been unconsidered. He added that the City is now having more success in negotiations with CSX, and that the City is working to get the issue resolved, but they are up against someone with much deeper pockets, and bigger interests than Cumberland, MD.

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 8:07 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

August 14, 2018 at 4:30 p.m.

Second Floor Conference Room, City Hall

On Tuesday, August 14, 2018, the Mayor and City Council met in closed session at 4:30 p.m. in the second floor conference room of City Hall to discuss efficiency issues relative to a particular city employee, to obtain legal advice regarding matters related to the CSX bridges, and to consult with staff regarding the CSX matters. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (1), (7) and (8).

Persons in attendance included Mayor Brian Grim;

Council Members Seth Bernard, David Caporale, Richard Cioni, and Eugene Frazier;

City Administrator Jeff Rhodes, City Solicitor Mike Cohen, and City Clerk Marjorie Woodring.

On a motion made by Councilman Caporale and seconded by Councilman Frazier, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 7:48 p.m.

Brian K. Grim, Mayor

Entered into the public record on AUG 21 2018

Mayor and City Council of Cumberland

Closed Session Summary

August 21, 2018 at 5:30 p.m.

Second Floor Conference Room, City Hall

On Tuesday, August 21, 2018, the Mayor and City Council met in closed session at 5:30 p.m. in the second floor conference room of City Hall to confer with legal counsel regarding a code enforcement issue. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (7).

Persons in attendance included Mayor Brian Grim;

Council Members Seth Bernard, David Caporale, Richard Cioni, and Eugene Frazier;

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

On a motion made by Councilman Bernard and seconded by Councilman Frazier, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:17 p.m.

Brian K. Grim, Mayor

Entered into the public record on AUG 21 2018

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard
David Caporale
Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: September 4, 2018

I. Closed Session

1. 5:00 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b) (7) and (8) of the General Provisions Article of the Annotated Code of Maryland to confer with legal counsel regarding the terms of a development agreement between the City, the Cumberland Economic Development Corporation, and Cumberland Gateway Real Estate, LLC, and to obtain legal advice regarding matters related to the CSX bridges and to consult with staff regarding the CSX matters

   Mayor Grim convened the public meeting. Motion to move into closed session was made by Frazier, seconded by Cioni, and was passed on a vote of 5-0.

2. Executive Session

II. Open Session

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

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Brian K. Grim, President; Council Members David Caporale, Richard J. Cioni, Eugene T. Frazier

ABSENT: Councilman Seth Bernard

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting(s)

Mayor Grim announced that a Closed Session had been held on Tuesday, September 4, 2018 at 5:00 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Certificates and Awards

1. Presentation of City Star Award to Guy Bentham for helping his neighbors and tirelessly working to make Lower Gephart Drive a better place to live

Mayor Grim presented the City Star to Mr. Guy Bentham and thanked him for going above and beyond to help his neighbors and make the city a better place to live.

VII. Approval of Minutes

1. Approval of the Regular Session Minutes of June 19, 2018

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

VIII. Approval of Minutes

1. Approval of the Closed Session Minutes of May 15 and June 5, 2018

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

IX. New Business

(A) Orders (Consent Agenda)

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

1. Order accepting the sole source proposal from Gwin, Dobson & Foreman to provide engineering services for the design, permitting, and bid phase portions of the "Smouse's Mill Pumping Station Upgrades" project, in the lump sum not-to-exceed fee of $30,000

   ORDER NO. 26,347

2.

Order declaring City-owned property at 12-14 Marion Street (Tax ID No. 35-001794) as surplus property with the intent to convey the property to 5 National Highway, LLC in exchange for that entity's demolition of the improvements on the property at its expense

ORDER NO. 26,348

3. Order authorizing the execution of a Release, Waiver of Liability and Agreement to Indemnify by 5 National Highway, LLC and the M&CC to enable 5NH to demolish property at 12-14 Marion St. before taking title to that property

   ORDER NO. 26,349

4. Order allowing for a Special Taxing District tax exemption for the 2018/2019 tax year for 33 N. Centre St. in the amount of $625.39

   ORDER NO. 26,350

(B) Letters, Petitions

1. Letter from Sean and Kristie Thomas, Co-Chairs of the 69th Annual Halloween Parade, requesting permission on behalf of the South Cumberland Business & Civic Association, Inc. to hold this year's parade on Wednesday, October 24, 2018 beginning at 7:00 p.m.

   The Mayor and Council provided consensus to approve the request.

X. Public Comments

Mayor Grim asked that individuals who were signed up to comment specifically on the CSX bridges to please hold their comments until the September 18th Public Meeting that will be held to address that issue alone. Details of the meeting time and place will be provided at a later date, but a location will be found to accommodate everyone.

Nick Gelles, Pear Street, asked whether the City had come with us a solution regarding the safety concerns he has previously spoken about regarding the Pearl Street and Pine Avenue intersection. Mr. Rhodes replied that this issue has been forwarded to the Traffic Group for a recommendation, but he has not yet received feedback from them on the issue. He added that they had been given another suggestion based on some of the comments that had been received and he would follow up with him. Mr. Gelles advised that the school bus sign on Pine Avenue had been knocked down and requested that it be replaced.

Terry Murphy, 706 Washington Street, discussed concerns regarding the closure of the Washington Street Bridge. She stated that the residents feel like their concerns are not being heard and that opening the bridge was not the primary goal of the City. She asked that citizens also be allowed to be at the negotiating table. Mayor Grim stated that the City has been meeting with CSX regarding these issues for years and has been committed to 3 vehicular bridges on the West Side through all discussions.

Carter Wagner, 17 Prospect Square, stated that he was not able to attend the September 18th meeting and will not be able to come to the September 18th meeting, and wanted to discussed his opinion that it is critical to keep vehicular traffic on all West Side bridges.

Amy Reynolds Davis, 8 N. Johnson Street, asked if there was an safety plan in effect for emergency vehicles to get to people, considering the state of the West Side. The Mayor replied that emergency plans were in place and the Chief of Police and the Fire Chief could reaffirm that.

Russell Shorto, 406 Washington Street, thanked Council for scheduling the special meeting regarding the bridge issues and asked whether any unilateral decision could be made during the private meeting with CSX on the 11th that would pre-empt public discussion on the 18th. The Mayor advised that no formal action could be taken outside of the public forum. Mr. Shorto further advised that the bridge area was becoming unsightly with barriers, sand bags busted open, and crooked signs and requested that the City tidy up the area. Mr. Rhodes advised that it would be taken care of.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:54 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

September 4, 2018 at 5:00 p.m.

Second Floor Conference Room, City Hall

On Tuesday, September 4, 2018, the Mayor and City Council met in closed session at 5:00 p.m. in the second floor conference room of City Hall to confer with legal counsel regarding the terms of a development agreement between the City, the Cumberland Economic Development Corporation, and Cumberland Gateway Real Estate, LLC, and to obtain legal advice regarding matters related to the CSX bridges and to consult with staff regarding the CSX matters. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (7) and (8).

Persons in attendance included Mayor Brian Grim;

Council Members Seth Bernard via conference phone, David Caporale, Richard Cioni, and Eugene Frazier;

City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Clerk Marjorie Woodring, Mike Getty, CEDC representative.

On a motion made by Councilman Frazier and seconded by Councilman Cioni, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:28 p.m.

Brian K. Grim, Mayor

Entered into the public record on SEP - 4 2018

Regular Council Agenda
December 4, 2018

Description
Approval of the Regular Session Minutes of August 21 and September 4, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 4, 2018

Description

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 PROVIDE FOR THE CLOSURE OF A PORTION OF A STREET KNOWN AS PEAR STREET, RUNNING FROM THE SOUTH SIDE OF HENDERSON AVENUE SOUTH FOR A LENGTH OF 125 FEET ON THE EASTERN BOUNDARY OF PEAR STREET AND 125.5 FEET ON THE WESTERN BOUNDARY OF PEAR STREET, THE PORTION OF THE STREET BEING CLOSED LYING ON BOTH SIDES BETWEEN THE LANDS OWNED BY CSX TRANSPORTATION, INC. (AS DESCRIBED IN THE DEED RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN DEED LIBER 1, FOLIO 605), THE PORTION OF SAID STREET BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND."

WHEREAS, the Mayor and City Council of Cumberland received a petition from CSX Transportation, Inc., as required by the terms of Section 11.1 of the Construction Agreement between the Mayor and City Council of Cumberland and CSX Transportation, Inc. dated December 1, 2015, requesting the closure of the portion of Pear Street generally described in the titling of this Ordinance;

WHEREAS, the City Clerk served a personal notice in writing upon each property owner to be affected by the passage of the proposed Ordinance more than ten (10) days before December 4, 2018;

WHEREAS, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the aforesaid portion of the aforesaid street be closed; and

WHEREAS, in that CSX Transportation, Inc. owns the parcels of property adjacent to each side of the portion of Pear Street being closed by this Ordinance, the entire portion of Pear Street being closed shall be conveyed to it.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:

SECTION 1: The portion of the Pear Street described in the metes and bounds description attached hereto as Exhibit A and as shown on the plat attached hereto as Exhibit B is closed. The said closure is subject to the reservation/granting of a perpetual easement in favor of the Mayor and City Council of Cumberland for the full length and width of the portion of Pear Street being closed by this Ordinance for the purpose of ingress, egress, construction, maintenance, operation, alteration, replacement and removal of existing and future utilities. The language describing the aforesaid easement and restrictions and other matters is set forth in the Exhibit C attached hereto. Said language shall be incorporated into the deed effecting the conveyance of the portion of Pear Street closed by this Ordinance to CSX Transportation, Inc.

SECTION 2: The said Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along Pear Street, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

SECTION 3: The City Administrator or his designee shall, within fifteen (15) days of the passage of this Ordinance, submit a report to the City Clerk setting forth his findings regarding what amount of damages shall have been caused by the aforesaid closure of the portion of Pear Street described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's/designee' report and shall make determinations regarding the subject matter of the said report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

SECTION 4: Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the aforereferenced report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

SECTION 5: The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

SECTION 6: Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable the said portion of Pear Street particularly described in Section 1 hereof shall be closed and the Mayor shall be empowered to execute a deed effecting the conveyance of the property described in Exhibit A to CSX Transportation, Inc.

SECTION 7: This Ordinance shall take effect from the date of its passage.

Passed, the ____ day of _____, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

ALL that land, a portion of Pear Street (formerly Pear Alley) located between Henderson Avenue (formerly Maddison Street) and North Centre Street situate in Cumberland, Allegheny County, Maryland more particularly described as follows;

BEGINNING at the intersection of the southerly limit of said Henderson Avenue with the westerly limit of said Pear Street being the most easterly corner of Lot 53 of Beall's First Addition to the Town of Cumberland as shown on the Copy of the Map of the City of Cumberland recorded in Plat Case Box 37 (MSA-S1531-190 also MSA-C1741-2367) dated 1806 also being the eastern most corner of the seventh parcel described in an instrument between Samuel M. Seemes et al and The Maryland and New York Iron & Coal Company (MNYICC), recorded April 4, 1846 in Liber H.B. No. 1, Folio 605 in the Allegany County Circuit Court, Allegheny County, Maryland

Thence South 65 degrees East, contiguous with the projection of the southerly limit of said Henderson Avenue, a distance of 20 feet, more or less, to the easterly limit of said Pear Street being the northern most corner of the ninth parcel described in the said MNYICC instrument;

Thence South 25 degrees West, contiguous with the easterly limit of Pear Street and the westerly line of said MNYICC ninth parcel, a distance of 125 feet, more or less, to the westerly most corner of said MNYICC parcel;

Thence North 66 degrees 30 minutes West, departing the easterly limit and through said Pear Street, a distance of 20 feet, more or less, to a point in the easterly line of said Lot 53 being the southerly most corner of the seventh parcel described in the said MNYICC instrument;

Thence North 25 degrees East, contiguous with the westerly limit of said Pear Street and the easterly line of the said MNYICC seventh parcel, a distance of 125.5 feet, more or less, to the most easterly corner of said Lot 53 being the herein described Point of Beginning.

Containing 0.06 acres, more or less, calculated.

EXHIBIT B

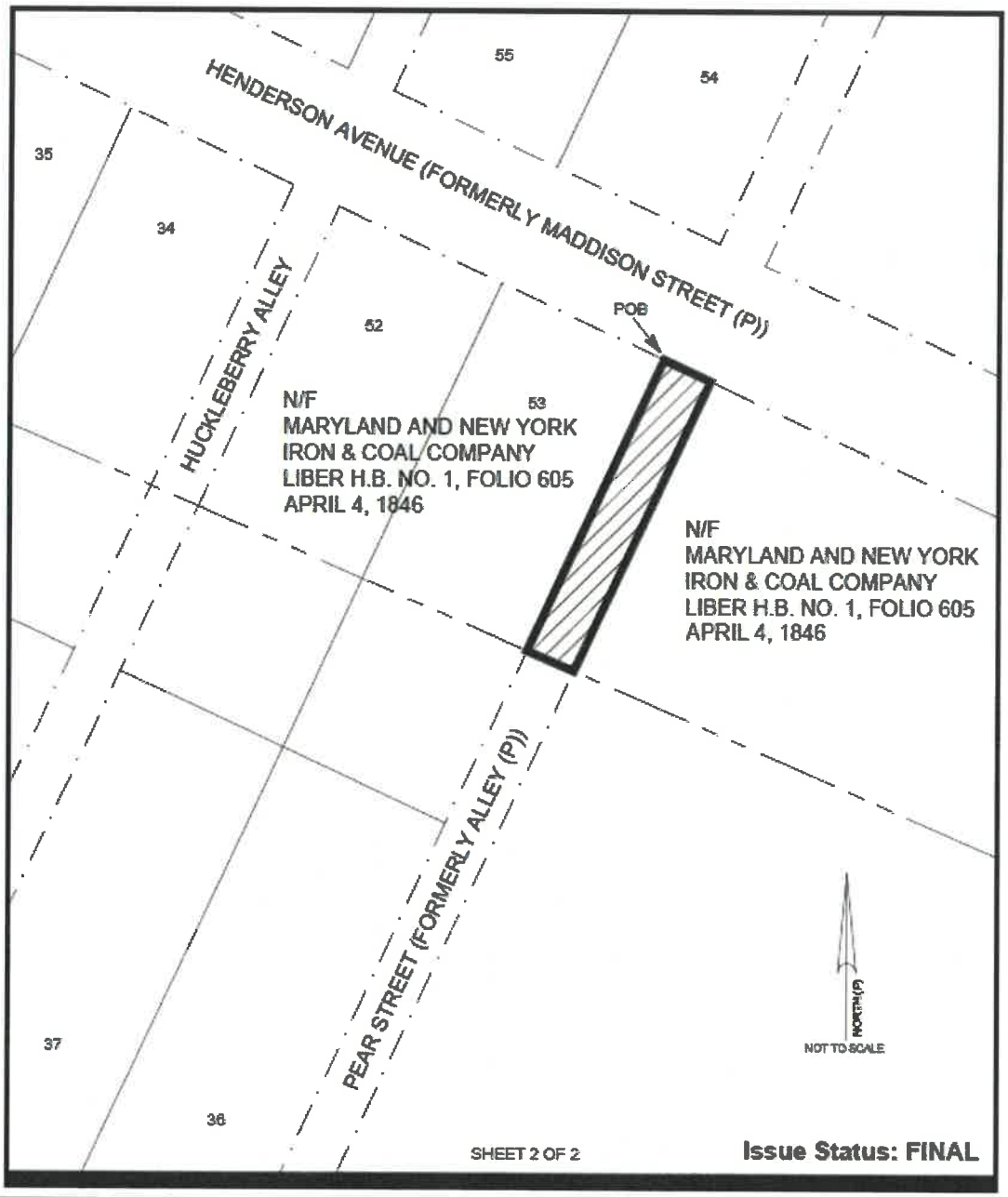

HENDERSON AVENUE (FORMERLY MADDISON STREET (P))
55
54
35
34
52
53
POB
HUCKLEBERRY ALLEY
N/F
MARYLAND AND NEW YORK
IRON & COAL COMPANY
LIBER H.B. NO. 1, FOLIO 605
APRIL 4, 1846
N/F
MARYLAND AND NEW YORK
IRON & COAL COMPANY
LIBER H.B. NO. 1, FOLIO 605
APRIL 4, 1846
PEAR STREET (FORMERLY ALLEY (P))
37
36
NORTH (P)
NOT TO SCALE
SHEET 2 OF 2
Issue Status: FINAL

EXHIBIT C

SUBJECT, HOWEVER, to an easement in favor of the party of the first part for the full length and width of the right-of-way being closed for any existing utility lines, for stormwater and surface drainage and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any needed utility lines and stormwater management and sediment and erosion control devices and improvements (collectively, hereinafter referred to as "utilities").

FURTHERMORE, it is a condition of the conveyance effected by this deed that the party of the second part, its successors, and assigns, shall be allowed to use the surface of the land hereby conveyed; however, it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the party of the first part, which consent may be granted or denied for any reason or no reason at all. The party of the second part's use of the property conveyed by this deed shall not interfere with the ingress, egress or other actions of the party of the first part as necessary for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefore have been submitted to and approved by the party of the first part's Engineering Division, and no work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

FURTHERMORE, the party of the second part shall not be permitted to grade the property conveyed under the terms of this deed nor shall it be permitted to alter the surface of the land hereby conveyed, except upon the written consent of the party of the first part, said consent not to be unreasonably withheld.

FURTHERMORE, in the event the party of the second part alters the surface of the land hereby conveyed or the subsurface thereof and said alterations result in the need to relocate utility lines and/or other appurtenances or improvements related thereto, the party of the second part shall be liable for all costs associated with the relocation.

FURTHERMORE, the party of the first part shall also have the right to enter upon the property hereby conveyed from time to time to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

IT IS UNDERSTOOD, that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the title to the land, shall inure to the benefit of the party of the first part and the other parties thereby benefited, and shall be binding upon the party of the second part and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

Regular Council Agenda
December 4, 2018

Description

Ordinance *(2nd and 3rd readings)* - providing for the closure of a portion of Pear Street running from the south side of Henderson Avenue South for a lenght of 125 feet in the direction of N. Centre Street, as requested by CSX Transportation, Inc.

Approval, Acceptance / Recommendation

The first reading of this Ordinance was approved on November 20, 2018.

☐ 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 PROVIDE FOR THE CLOSURE OF A PORTION OF A STREET KNOWN AS SECOND STREET, RUNNING FROM THE WESTERN RIGHT OF WAY LINE OF SOMERVILLE AVENUE WEST (APPROXIMATELY 499 FEET ON THE NORTHERN SIDE OF SECOND STREET AND 495 FEET ON ITS SOUTHERN SIDE) TO THE EASTERN RIGHT OF WAY LINE OF MEMORIAL AVENUE, THE PORTION OF THE STREET BEING CLOSED LYING ON BOTH SIDES BETWEEN THE LANDS OWNED BY THE HOUSING AUTHORITY OF THE CITY OF CUMBERLAND, THE PORTION OF SAID STREET BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND."

WHEREAS, the Mayor and City Council of Cumberland received a petition from the Housing Authority of the City of Cumberland, requesting the closure of the portion of Second Street generally described in the titling of this Ordinance;

WHEREAS, the City Clerk served a personal notice in writing upon each property owner to be affected by the passage of the proposed Ordinance more than ten (10) days before December 4, 2018;

WHEREAS, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the aforesaid portion of the aforesaid street be closed; and

WHEREAS, in that the Housing Authority of the City of Cumberland owns the parcels of property adjacent to each side of the portion of Second Street being closed by this Ordinance, the entire portion of Second Street being closed shall be conveyed to it.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:

SECTION 1: The portion of the Second Street described in the metes and bounds description attached hereto as Exhibit A and as shown on the plat attached hereto as Exhibit B is closed. The said closure is subject to the reservation/granting of a perpetual easement in favor of the Mayor and City Council of Cumberland for the full length and width of the portion of Second Street being closed by this Ordinance for the purpose of ingress, egress, construction, maintenance, operation, alteration, replacement and removal of existing and future utilities. The language describing the aforesaid easement and restrictions and other matters is set forth in the Exhibit C attached hereto. Said language shall be incorporated into the deed effecting the conveyance of the portion of Second Street closed by this Ordinance to the Housing Authority of the City of Cumberland.

SECTION 2: The said Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along Second Street, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

SECTION 3: The City Administrator or his designee shall, within fifteen (15) days of the passage of this Ordinance, submit a report to the City Clerk setting forth his findings regarding what amount of damages shall have been caused by the aforesaid closure of the portion of Second Street described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's/designee' report and shall make determinations regarding the subject matter of the said report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

SECTION 4: Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the aforereferenced report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

SECTION 5: The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

SECTION 6: Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if

applicable the said portion of Second Street particularly described in Section 1 hereof shall be closed and the Mayor shall be empowered to execute a deed effecting the conveyance of the property described in Exhibit A to the Housing Authority of the City of Cumberland.

SECTION 7: This Ordinance shall take effect from the date of its passage.

Passed, the ____ day of _____, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

ALL that portion of Second Street situated between Somerville Avenue and Memorial Avenue in the City of Cumberland, Election District No. 4, Allegany County, Maryland, and being more particularly described as follows (Maryland State Plane Meridian courses and horizontal measurements being used thru out) to wit:

BEGINNING for the same at a point in the westerly right of way margin of Somerville Avenue, thence leaving the lines of said avenue and running with the southerly right of way margin of Second Street;

1. North 73 degrees 41 minutes 17 seconds West, 494.62 feet to a point in the easterly margin of a Memorial Avenue, thence crossing Second Street and running with Memorial Avenue;

2. North 16 degrees 17 minutes 53 seconds East, 40.00 feet to a point in the northerly right of way margin of Second Street, thence with a line thereof;

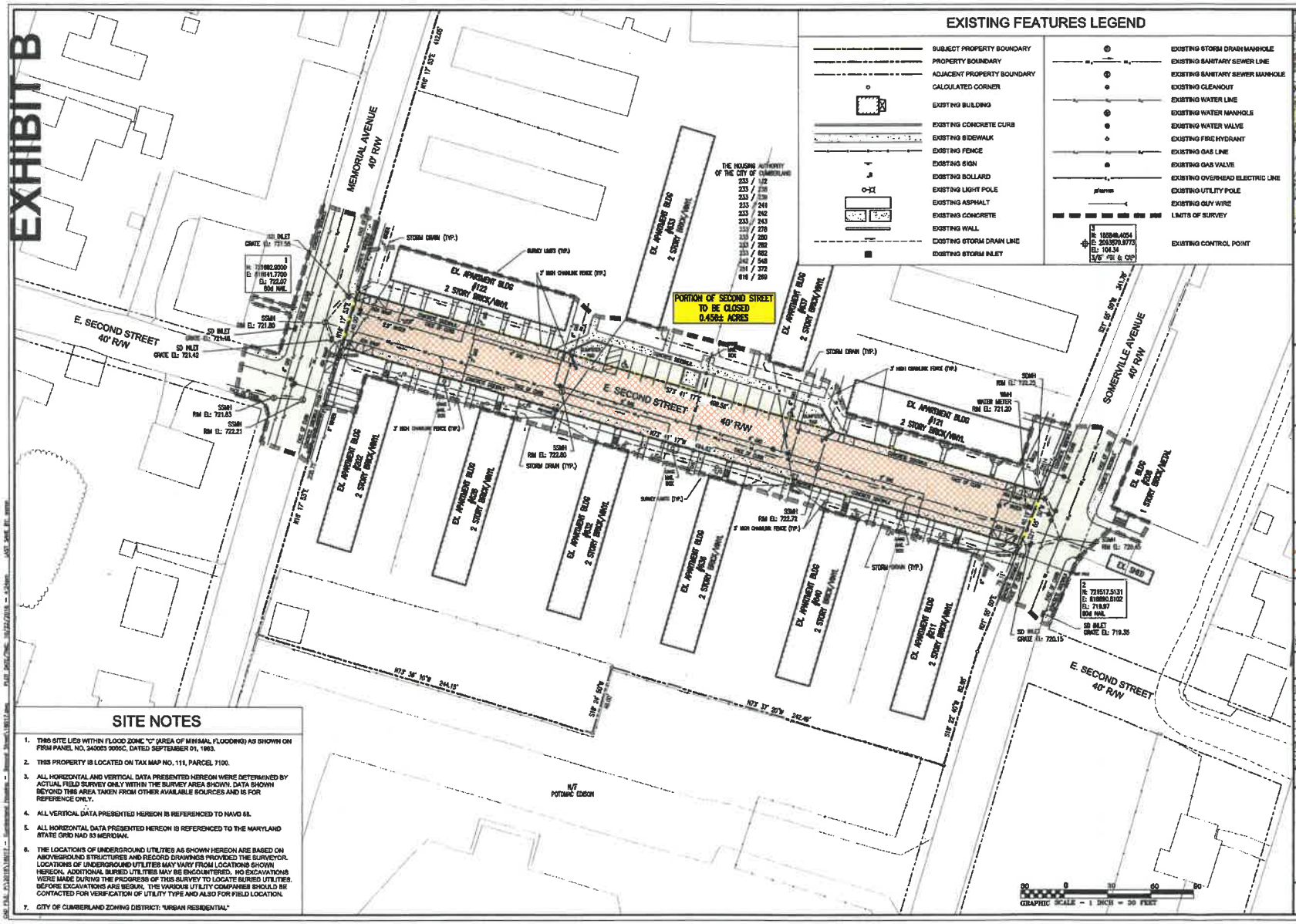
3. South 73 degrees 41 minutes 17 seconds East, 498.56 feet to a point in the westerly right of way margin of Somerville Avenue, thence crossing Second Street and running with Somerville Avenue;

4. South 21 degrees 55 minutes 50 seconds West, 40.19 feet to the place of beginning, containing 0.456 acres, more or less, all of which is shown on "Plan Of Survey" Prepared For Housing Authority of the City of Cumberland, dated October 22, 2018, and intended to be recorded among the Plat Records of Allegany County, Maryland.

ALL OF THE ABOVE described parcel being part of the same property known as Second Street in the City of Cumberland, Maryland.

TOGETHER WITH AND SUBJECT TO any restrictions, reservations, covenants, right of ways, et cetera as of record.

EXHIBIT B



EXISTING FEATURES LEGEND

- SUBJECT PROPERTY BOUNDARY
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- CALCULATED CORNER
- EXISTING BUILDING
- EXISTING CONCRETE CURB
- EXISTING SIDEWALK
- EXISTING FENCE
- EXISTING SIGN
- EXISTING BOLLARD
- EXISTING LIGHT POLE
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING WALL
- EXISTING STORM DRAIN LINE
- EXISTING STORM INLET
- EXISTING STORM DRAIN MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING CLEANOUT
- EXISTING WATER LINE
- EXISTING WATER MANHOLE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING GAS LINE
- EXISTING GAS VALVE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- LIMITS OF SURVEY
- EXISTING CONTROL POINT

SITE NOTES

1. THIS SITE LIES WITHIN FLOOD ZONE "C" (AREA OF MINIMAL FLOODING) AS SHOWN ON FIRM PANEL NO. 240063 0005C, DATED SEPTEMBER 01, 1983.
2. THIS PROPERTY IS LOCATED ON TAX MAP NO. 111, PARCEL 7100.
3. ALL HORIZONTAL AND VERTICAL DATA PRESENTED HEREON WERE DETERMINED BY ACTUAL FIELD SURVEY ONLY WITHIN THE SURVEY AREA SHOWN. DATA SHOWN BEYOND THIS AREA TAKEN FROM OTHER AVAILABLE SOURCES AND IS FOR REFERENCE ONLY.
4. ALL VERTICAL DATA PRESENTED HEREON IS REFERENCED TO NAVD 88.
5. ALL HORIZONTAL DATA PRESENTED HEREON IS REFERENCED TO THE MARYLAND STATE GRID NAD 83 MERIDIAN.
6. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, THE VARIOUS UTILITY COMPANIES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND ALSO FOR FIELD LOCATION.
7. CITY OF CUMBERLAND ZONING DISTRICT: "URBAN RESIDENTIAL"

PROJECT:

STREET CLOSURE
JANE FRAZIER VILLAGE
EAST SECOND STREET
CITY OF CUMBERLAND
ZONING: "URBAN RESIDENTIAL"
ELECTION DISTRICT: 04-008
ALLEGANY COUNTY
MARYLAND

CLIENT:

HACC
HOUSING AUTHORITY OF THE CITY OF CUMBERLAND
639 EAST FIRST STREET
CUMBERLAND, MARYLAND 21502

MARYLAND COORDINATE SYSTEM NAD 83 FEET / NAVD 88

bba
Surveyors | Engineers | Planners
Bennett Brewer & Associates, LLC
13 East Main Street, Suite 300 Frostburg, Maryland 21532
Phone: (301) 689-0484 Fax: (301) 689-0486
www.bbaenvironment.com

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 21368, EXPIRATION DATE: 06/06/2020.
BATT@BBASURVEY.COM

REVISIONS

NO.	BY	DATE	DESCRIPTION

DRAWN:	BBA	DATE:	10/22/2018
CHECKED:	MBB	SCALE:	1" = 30'-0"
APPROVED:		CAD FILE:	—

BBA# 2018017

SHEET TITLE:

PLAN OF SURVEY

SHEET #: 1 OF 1

EXHIBIT C

SUBJECT, HOWEVER, to an easement in favor of the party of the first part and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed for any existing utility lines, for stormwater and surface drainage and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any needed utility lines and stormwater management and sediment and erosion control devices and improvements (collectively, hereinafter referred to as "utilities").

FURTHERMORE, it is a condition of the conveyance effected by this deed that the party of the second part, its successors, and assigns, shall be allowed to use the surface of the land hereby conveyed; however, it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the party of the first part, which consent may be granted or denied for any reason or no reason at all. The party of the second part's use of the property conveyed by this deed shall not interfere with the ingress, egress or other actions of the party of the first part and public and private utilities as necessary for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefore have been submitted to and approved by the party of the first part's Engineering Division, and no work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

FURTHERMORE, the party of the second part shall not be permitted to grade the property conveyed under the terms of this deed nor shall it be permitted to alter the surface of the land hereby conveyed, except upon the written consent of the party of the first part, said consent not to be unreasonably withheld.

FURTHERMORE, in the event the party of the second part alters the surface of the land hereby conveyed or the subsurface thereof and said alterations result in the need to relocate public or private utilities' lines and/or other appurtenances or improvements

related thereto, the party of the second part shall be liable for all costs associated with the relocation.

FURTHERMORE, the party of the first part and public and private utilities shall also have the right to enter upon the property hereby conveyed from time to time to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

FURTHERMORE, the parties covenant and agree that: (i) The property hereby conveyed shall continue to be surfaced and used as a roadway, albeit a roadway in the private ownership of the party of the second part; (ii) The party of the second part shall be responsible for repairing and maintaining the said roadway in accordance with City of Cumberland standards applicable to City-owned streets; (iii) Any modifications to the roadway, other than the filling of potholes, will require the approval of the City Fire and Police Departments as well as the City Engineer; (iv) Public safety vehicles shall have the right to traverse across the property hereby conveyed at all times and for all purposes; (v) No fencing or obstructions blocking access to or usage of the property hereby conveyed by public safety vehicles shall be permitted; and (vi) The party of the second will place signage on the property hereby conveyed for the purpose of notifying the public that it is private property owned by the party of the second part.

IT IS UNDERSTOOD AND AGREED, that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the title to the land, shall inure to the benefit of the party of the first part and the other parties thereby benefited, and shall be binding upon the party of the second part and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

Regular Council Agenda
December 4, 2018

Description

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

Approval, Acceptance / Recommendation

This Ordinance was tabled at the November 20, 2018 meeting to clarify an easement request from Potomac Edison. PE has since reviewed the easement language and is satisfied that their interests are preserved.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 4, 2018

Description

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 ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 547 EASTERN AVENUE IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO JOHN H. WOLFE, SR."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 547 Eastern Avenue in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 26,371, passed by the Mayor and City Council on November 20, 2018;

WHEREAS, John H. Wolfe, Sr. offered to purchase the said property for the sum of $3,600.00 in accordance with the terms of the Contract of Sale attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council deem the acceptance of that offer to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept John H. Wolfe, Sr.'s offer to purchase the real property located at 547 Eastern Avenue, Cumberland, MD 21502 for the purchase price of $3,600.00 and the Mayor is hereby authorized to execute the Contract of Sale attached hereto as Exhibit A;

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute

a deed in the form attached hereto as Exhibit B or in a similar form approved by the City Solicitor, conveying the aforesaid real property to John H. Wolfe, Sr. in exchange for the payment of the aforesaid purchase price;

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

Passed this ____ day of _____, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT A

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Seller") and **John H. Wolfe, Sr.** ("Buyer") and is effective as of the date its execution is completed as shown in the signature provisions on the last page hereof.

1. **Property Description.** Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, the following tract or parcel of land, together with the appurtenances thereto which are owned by Seller and are hereinafter referred to as the "Property": 547 Eastern Avenue, Cumberland, MD 21502, Allegany County Land Records Book 2052, Page 415, Tax Account No. 22-008765.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Three Thousand Six Hundred Dollars ($3,600.00), which Purchase Price includes the real property and improvements described in Section 1 above.

3. **Payment Terms.** The Purchase Price shall be paid at settlement.

4. **Estate.** The Property is being conveyed in fee simple.

5. **Contingencies.** There are no contingencies for this Contract other than those expressly set forth herein.

6. **Representations & Warranties.** The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known and unknown.

7. **Risk of Loss.** The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer.

8. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer.

It is understood that the Property is presently exempt from real estate taxes, but will become subject to such taxation upon the date of settlement. Buyer will need to pay the real estate taxes for the present tax year from the date of settlement through the end of the current tax year.

9. **Deed and Title.** Upon payment of the Purchase Price, a quit claim deed for the Property shall be executed by Seller at its expense, which shall convey the Property to Buyer. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located

and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

10. **Agency.** Seller and Buyer understand that Mark VanTyne and Julian Agency Real Estate have assisted Buyer in the procurement of this Contract. In the event any real estate agent's or broker's commission or other fee is payable to Mark VanTyne and/or Julian Agency Real Estate in connection with this Contract or the transactions contemplated by its terms, it shall be paid entirely by Buyer without any contribution from Seller. Furthermore, Buyer agrees to indemnify and hold Seller harmless with respect to any amounts claimed by Mark VanTyne and/or Julian Agency Real Estate. The terms of this section shall survive closing and shall not merge into the deed effecting the conveyance of the Property from Buyer to Seller.

11. **Settlement.** Settlement shall occur no later than thirty (30) days after Seller's passage of an Ordinance approving this Contract and the sale of the Property. Seller's City Solicitor shall have the authority to extend the date for settlement on Seller's behalf.

12. **Documentary Stamps, Recordation, Transfer Taxes.** All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be paid by Buyer.

13. **Assignability.** This Contract may not be assigned without the written consent of Seller, which consent may be withheld for any reason or no reason at all. If Seller agrees in writing to an assignment of this Contract, the original Buyer shall remain obligated hereunder until settlement.

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

15. **Entire Agreement.** This Contract 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.

16. **Maryland Law Applies.** This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

17. **Breach of Contract and Default.** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse and be liable to the non-

defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees and costs that party incurs as a result of the default.

18. **Binding Effect.** This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians.

19. **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.

20. **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 CONTRACT. 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 CONTRACT.**

21. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

22. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Contract. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____

By:_____

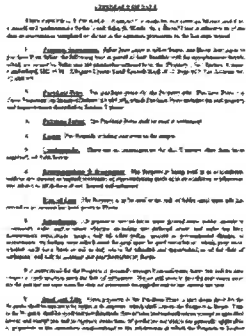
_____

Date

John H. Wolfe, Sr.

Nov 21, 2018

Date



Contract of Sale

Adobe Sign Document History 11/21/2018

Created:	11/21/2018
By:	Giuliana VanTyne (gvt@julianagency.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWT_w_4cZZrOR6IN8WZCSeny4f5pnYvnE

"Contract of Sale" History

Document created by Giuliana VanTyne (gvt@julianagency.com)
11/21/2018 - 7:36:39 AM PST- IP address: 72.28.202.63

Document emailed to Johb Wolfe (jhwolfe57@gmail.com) for signature
11/21/2018 - 7:37:26 AM PST

Document viewed by Johb Wolfe (jhwolfe57@gmail.com)
11/21/2018 - 7:38:43 AM PST- IP address: 66.102.6.229

Document e-signed by Johb Wolfe (jhwolfe57@gmail.com)
Signature Date: 11/21/2018 - 7:43:45 AM PST - Time Source: server- IP address: 173.84.208.201

Signed document emailed to Giuliana VanTyne (gvt@julianagency.com) and Johb Wolfe (jhwolfe57@gmail.com)
11/21/2018 - 7:43:45 AM PST

EXHIBIT B

DEED ONLY – NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ___ day of December, 2018, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation, party of the first part, and **John H. Wolfe, Sr.**, of Garrett County, Maryland, party of the second part.

WITNESSETH:

That for and in consideration of the sum of Three Thousand Six Hundred Dollars ($3,600.00) 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 grant, bargain and sell, release, confirm and convey unto the party of the second part, his personal representatives, heirs and assigns, the following described property, to wit:

ALL that lot, piece or parcel of ground lying and being on the southeasterly side of Eastern Avenue, known and designated as Lot No. 258 in the Cumberland Improvement Company's Eastern Addition to the City of Cumberland, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING at a point in the southeasterly side of Eastern Avenue at the end of the first line of Lot No. 257 in said Addition and running thence with the southeasterly side of said Eastern Avenue, North 40 degrees East 40 feet, then at right angles to said Avenue, South 50 degrees East 120 feet to an alley and with it South 40 degrees West 40 feet to the end of the second line of said Lot No. 257 and with said second line reversed North 50 degrees 120 feet to the place of beginning.

IT BEING the same property which was conveyed from Demetrius Govotsos, to the party of the first part by deed dated March 25, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2052, Page 415.

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, his successors and assigns in fee simple forever.

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

MAYOR AND CITY COUNCIL
OF CUMBERLAND

_____ By:_____(SEAL)
Marjorie A. Woodring, City Clerk Brian K. Grim, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $3,600.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

The foregoing deed was prepared by the undersigned Maryland-licensed attorney. No title search was performed in connection with its preparation.

_____
Michael Scott Cohen

Regular Council Agenda
December 4, 2018

Description

Ordinance *(1st reading)* - authorizing execution of a contract of sale and deed for the purpose of conveying certain surplus property located at 547 Eastern Avenue to John H. Wofe, Sr. for the sum of $3,600

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 AUTHORIZING CERTAIN BUSINESSES LOCATED WITHIN THE GATEWAY ENTERPRISE ZONE TO RECEIVE TAX CREDITS FOR THE TAX YEAR 2019-2020, IN ACCORDANCE WITH THE LOCAL STANDARDS ESTABLISHED FOR THE ZONE.

WHEREAS, the Secretary of the Maryland Department of Commerce, previously known as the Maryland Department of Business and Economic Development, has heretofore designated a certain area located in the City of Cumberland and Allegany County, Maryland, as the "Gateway Enterprise Zone;" and

WHEREAS, any business entity meeting the requirements and conditions of Article 81, Section 12G-11 of the *Annotated Code of Maryland*, may benefit from certain tax credits; and

WHEREAS, the Enterprise Zone Advisory Committee met on November 13, 2018, and has determined that certain business entities located within the Gateway Enterprise Zone are qualified to receive such tax credits; and

WHEREAS, the Mayor and City Council of Cumberland, Maryland, is to certify that the said business entities located in the city limits are in compliance with the local standards established for designation in the Gateway Enterprise Zone as a pre-condition to the granting of such tax credits.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and City Council of Cumberland, Maryland, as follows:

SECTION I

That the business entities set forth in Exhibit I, attached hereto and incorporated herein, be and are herby certified as being in compliance with the local standards established for the Gateway Enterprise Zone.

SECTION II

That the Mayor and City Council of Cumberland, Maryland, does hereby certify that the property situated within the boundaries of the Gateway Enterprise Zone owned or leased by the companies set forth in Exhibit II, attached hereto and incorporated herein, is property qualified to receive the real property tax credit established by Article 81, Section 12G-11 of the *Annotated Code of Maryland* for the taxable year 2017-2018.

BE IT FURTHER RESOLVED by the Mayor and City Council of Cumberland, Maryland, that this Resolution shall become effective on the date of its adoption.

Given under our Hands and Seals this 4th day of December, 2018, 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

EXHIBIT I
(Eligible for State Income Tax Credits 2019-2020)

123 S. Liberty Street, LLC / District Court Building

Black Sapphire C Settlers Ridge 2014. Inc.

CBIZ Insurance Services, Inc.

CFBC Properties, LLC

Countryhouse Residence

Cresap Automotive Machine

Elite Hospitality, Inc. (Hampton Inn)

PharmaCare Institutional Services

Rageway / R.H. Lapp and Sons, Inc.

Somerset Steel Erection Co., Inc. (Riggs Industries, Inc.)

Willowbrook Holdings, LLC (Hampton Inn)

EXHIBIT II
(Eligible for Local Property Tax Credits 2019-2020)

123 S. Liberty Street, LLC
(District Court Building)
123 S. Liberty Street
Cumberland, MD 21502

Black Sapphire C Settlers Ridge 2014, Inc.
21 Wineow Street
Cumberland, MD 21502

CBIZ Insurance Services, Inc.
42 Baltimore Street
Cumberland, MD 21502

CFBC Properties, LLC
(Blue Cross / Blue Shield)
10 Commerce Drive
Cumberland, MD 21502

Countryhouse Residence
14 Cumberland Street
Cumberland, MD 21502

Cresap Automotive Machine
631 North Mechanic Street
Cumberland, MD 21502

Elite Hospitality, Inc. (Hampton Inn)
109 Welton Drive
Cumberland, MD 21502

PharmaCare Institutional Services
3 Commerce Drive
Cumberland, MD 21502

Rageway / R.H. Lapp and Sons, Inc.
880 Kelly Road
Cumberland, MD 21502

Somerset Steel Erection Co., Inc. (Riggs Industries, Inc.)
115 Elizabeth Street
Cumberland, MD 21502

Willowbrook Holdings, LLC (Hampton Inn)
109 Welton Drive
Cumberland, MD 21502

Regular Council Agenda
December 4, 2018

Description

Resolution *(1 reading only)* - authorizing 2019-2020 tax credits for certain businesses located in the Gateway Enterprise Zone

Approval, Acceptance / Recommendation

The Enterprise Zone Committee met November 13, 2018 and approved certification for the following companies for the year:

- 123 Liberty Street, LLC (District Court Building)
- Black Sapphire C Settlers Ridge 2014 Inc.
- CBIZ Insurance Services, Inc.
- CFBC Properties, LLC
- Countryhouse Residence
- Cresap Automotive Machine
- Elite Hospitality Inc. (Hampton Inn)
- PharmaCare Institutional Services
- Rageway / R.H. Lapp and Sons, Inc.
- Somerset Steel Erection Co., Inc. (Riggs Industries, Inc.)
- Willowbrook Holdings, LLC (Hampton Inn)

The new Hampton Inn is the new company for this year and they submitted as 2 separate entities – Elite Hospitality Inc. (the operating arm of the hotel), and Willowbrook Holdings, LLC (the real estate holding company).

The County Commissioners are scheduled to approve their Resolution at their December 13 public meeting.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

RESOLUTION NO. R2018-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED A RESOLUTION TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL OF CUMBERLAND (THE "CITY"), PURSUANT TO THE AUTHORITY OF SECTIONS 19-301 TO 19-309, INCLUSIVE, OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 9-1601 TO 9-1622, INCLUSIVE, OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 81 AND 82A OF THE CHARTER OF THE CITY OF CUMBERLAND, AND ORDINANCE NO. 3832, PASSED BY THE MAYOR AND CITY COUNCIL OF THE CITY (THE "MAYOR AND CITY COUNCIL") ON MAY 15, 2018, AND EFFECTIVE ON JUNE 14, 2018 (THE "ORDINANCE"), TO ISSUE AND SELL, UPON ITS FULL FAITH AND CREDIT, A SERIES OF GENERAL OBLIGATION BONDS CONSISTING OF A SINGLE INSTALLMENT BOND IN THE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED FIVE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($562,500), TO BE DESIGNATED "MAYOR AND CITY COUNCIL OF CUMBERLAND DRINKING WATER BOND, SERIES 2018" OR AS OTHERWISE REQUIRED AS PROVIDED HEREIN, THE BOND TO BE ISSUED AND SOLD AND THE PROCEEDS THEREOF TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING OR REIMBURSING COSTS OF A PROJECT IDENTIFIED HEREIN AS THE "WILLOWBROOK ROAD WATERLINE REPLACEMENT PROJECT"; PRESCRIBING, APPROVING AND ADOPTING THE FORM AND TENOR OF THE BOND, THE TERMS AND CONDITIONS FOR THE ISSUANCE AND SALE OF THE BOND BY

PRIVATE SALE, WITHOUT PUBLIC BIDDING, TO THE MARYLAND WATER QUALITY FINANCING ADMINISTRATION (THE "ADMINISTRATION"), AND OTHER DETAILS INCIDENT THERETO, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ADJUST AND TO FIX CERTAIN DETAILS OF THE BOND; APPROVING, AND AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF, A LOAN AGREEMENT WITH THE ADMINISTRATION PURSUANT TO WHICH ADVANCES WILL BE MADE UNDER THE BOND; AUTHORIZING CERTAIN OFFICIALS TO TAKE CERTAIN ACTIONS WITH RESPECT TO THE LOAN AGREEMENT AND DESIGNATING CERTAIN OFFICIALS AS "AUTHORIZED OFFICERS" FOR PURPOSES OF THE LOAN AGREEMENT; PROVIDING FOR THE DISBURSEMENT OF ADVANCES OF THE BOND; PROVIDING FOR THE IMPOSITION OF AD VALOREM TAXES SUFFICIENT FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY TO THE PROMPT PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; PROVIDING THAT THE PRINCIPAL OF AND INTEREST ON THE BOND WILL BE PAYABLE IN THE FIRST INSTANCE FROM REVENUES RECEIVED BY THE CITY IN CONNECTION WITH THE OPERATION OF THE WATER SUPPLY SYSTEM SERVING THE CITY, TO THE EXTENT LAWFULLY AVAILABLE THEREFOR; PROVIDING THAT THE PRINCIPAL OF AND INTEREST ON THE BOND ALSO MAY BE PAID FROM ANY OTHER SOURCES OF REVENUE LAWFULLY AVAILABLE TO THE CITY FOR SUCH PURPOSE; AUTHORIZING AND DIRECTING OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ANY AND

ALL ACTION NECESSARY TO COMPLETE AND CLOSE THE SALE AND DELIVERY OF THE BOND; MAKING OR PROVIDING FOR THE MAKING OF CERTAIN REPRESENTATIONS, COVENANTS OR DESIGNATIONS RELATING TO THE TAX-EXEMPT STATUS OF INTEREST PAYABLE ON THE BOND; PROVIDING THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE ORDINANCE OR THIS RESOLUTION, THE CITY SHALL USE AND APPLY PROCEEDS OF THE BOND ONLY AS PERMITTED BY THE LOAN AGREEMENT, THE SAFE DRINKING WATER ACT (AS DEFINED IN THE LOAN AGREEMENT) AND THE ACT (AS DEFINED IN THE LOAN AGREEMENT); PROVIDING THAT THE PROVISIONS OF THIS RESOLUTION SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR THE BOND.

RECITALS

1. Mayor and City Council of Cumberland, a municipality of the State of Maryland within the meaning of the Enabling Act identified below and a municipal corporation of the State of Maryland within the meaning of the MWQFA Act identified below (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, as replaced, supplemented or amended (the "Enabling Act"), Sections 9-1601 to 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "MWQFA 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 in connection with the water supply system serving the City and

surrounding areas and to evidence such borrowing by the issuance and sale of its general obligation bonds.

2. Pursuant to Ordinance No. 3832, passed pursuant to the authority of the Enabling Act, the MWQFA Act and Sections 81 and 82A of the Charter by the Mayor and City Council of the City (the "Mayor and City Council") on May 15, 2018 and effective on June 14, 2018 (the "Ordinance"), the City authorized 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 original aggregate principal amount not to exceed Five Hundred Sixty-two Thousand Five Hundred Dollars ($562,500) (the "Authorized Bonds"), and the Ordinance provides that any such series may consist of one or more bonds and that any bond may be issued in installment form and/or draw-down form.

3. The Ordinance provides that the proceeds of the Authorized Bonds are to be used and applied for the public purpose of financing, reimbursing or refinancing costs incurred in connection with undertaking activities relating to a project that the City generally refers to as the "Willowbrook Road Waterline Replacement Project" (the "Project"), which costs include the acquisition or payment for, as applicable, necessary property rights and equipment, related site and utility improvements, related architectural, engineering, planning, design, bidding, permitting, acquisition, construction, improvement, installation, modification, demolition, removal, renovation, reconstruction, rehabilitation, equipping, inspection and construction management expenses, costs of related activities, improvements and appurtenances, related administrative, financial and legal expenses, and costs of issuance of any borrowing therefor (collectively, "Costs of the Project"), all to the extent permitted by the Maryland Water Quality Financing Administration (the "Administration").

4. The City has determined that it is in the best interest of the City and its citizens to issue and sell to the Administration at this time one series of the Authorized Bonds, consisting of a single general obligation installment bond, in order to finance or reimburse Costs of the Project in accordance with, and pursuant to, the authority contained in the Enabling Act, the MWQFA Act, Sections 81 and 82A of the Charter and the Ordinance, and upon the terms and conditions set forth in this Resolution, the proceeds of which general obligation bond are to be used and applied as herein set forth.

5. The Administration requires that its borrowers identify dedicated sources of revenue within the meaning provided for in each loan agreement that a borrower enters into with the Administration.

6. Pursuant to the Ordinance, the Mayor and City Council pledged its full faith and credit and unlimited taxing power to payment of the Bond identified in this Resolution and provided that debt service thereon would be payable in the first instance from revenues received by the City in connection with the operation of the water supply system serving the City and surrounding areas, including charges for the use of or connection to such water supply system, all to the extent such revenues are lawfully available for such purpose.

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

SECTION 1. (a) The Recitals to this Resolution are incorporated by reference herein and are deemed a substantive part of this Resolution, and capitalized terms defined in the Recitals to this Resolution and used in the Sections of this Resolution will 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, the code of ordinances of the City (the "City Code") or other applicable law or authority 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 or interim capacity under the Charter, the City Code or other applicable law or authority, (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 the Charter, the City Code or other 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 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 or duties referred to herein.

(c) References in this Resolution to the "principal amount" of the Bond identified herein shall be construed to mean the par amount of the Bond.

(d) References in this Resolution to the Project are intended to include any modifications or amendments to components of the Project as provided for in City budgetary materials or made by other appropriate actions and that are acceptable to the Administration.

SECTION 2. (a) Pursuant to the authority of the Enabling Act, the MWQFA Act, Sections 81 and 82A of the Charter and the Ordinance, the City hereby determines to issue and sell, upon its full faith and credit, one series of the Authorized Bonds for the public purpose of financing or reimbursing Costs of the Project. Such series shall consist of a single general obligation installment bond issued in an original principal amount not to exceed Five Hundred Sixty-two Thousand Five Hundred Dollars ($562,500) and shall be designated as the "Mayor and City Council of Cumberland

Drinking Water Bond, Series 2018" or by such additional or different designation as may be required by the Administration (the "Bond"). The Mayor, on behalf of the City, with the advice of the City Administrator of the City (the "City Administrator") and the Comptroller of the City (the "Comptroller"), is hereby authorized and directed to determine and approve the final original principal amount of the Bond, provided that the final original principal amount of the Bond shall not exceed Five Hundred Sixty-two Thousand Five Hundred Dollars ($562,500), such determination and approval to be evidenced conclusively by the Mayor's execution and delivery of the Bond reflecting such finally determined principal amount pursuant to Sections 5 and 7 of this Resolution.

(b) Proceeds of the Bond shall be applied to Costs of the Project only as permitted by the Administration.

(c) Proceeds of the Bond are hereby appropriated for the purposes set forth in this Resolution.

(d) The Bond evidences a loan from the Administration that has been given a project name of "Willowbrook Road 12" Waterline Replacement" by the Administration.

SECTION 3. (a) The Bond shall be issued and sold upon the full faith and credit of the City, shall be dated the date of its delivery, shall be numbered R-1, and shall be issued in the form of a single, fully-registered bond, without coupons attached. The Bond shall be issued in installment form as authorized pursuant to the Ordinance.

(b) Subject to the provisions of subsections (d) and (e) below and the further provisions of this subsection (b), the principal amount of the Bond advanced under the Loan Agreement (as defined in Section 8(b) hereof) shall be paid in thirty (30) installments on February 1 in each of the years 2020 to 2049, inclusive, in such amounts as shall be determined by the Administration to achieve roughly level debt service payments (on an annualized basis) after giving

effect to the interest rate provided for in subsection (c) of this Section 3. The Mayor, on behalf of the City, is hereby authorized and empowered to approve the amortization schedule for the Bond, calculated as described in this subsection (b), but subject to the further provisions of subsection (d) below, provided that the final original principal amount of the Bond does not exceed Five Hundred Sixty-two Thousand Five Hundred Dollars ($562,500), such approval to be evidenced conclusively by the Mayor's execution and delivery of the Bond in final form in accordance with the provisions of Sections 5 and 7 of this Resolution. The amortization schedule provided for in this subsection (b) shall be subject to adjustment post-delivery as provided in the Bond and the Loan Agreement.

(c) Subject to the provisions of subsections (d) and (e) below, the Bond, or so much of the principal amount thereof as shall have been advanced from time to time under the terms of the Loan Agreement, shall bear interest from its dated date at an annual rate of interest equal to 25% of the average of the Bond Buyer 11-Bond Index for the month prior to the month in which the Bond is delivered, provided that, the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Interest due on the unpaid principal amounts advanced under the Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the dates of the respective advances of such principal amounts, and, subject to the provisions of subsection (d) below, shall be paid on February 1, 2019, and semiannually thereafter on the 1st day of August and February in each year until the principal amount of the Bond has been paid.

(d) The payment dates and principal installments provided for in the foregoing subsections (b) and (c) are based on an anticipated date of delivery of the Bond on December 19, 2018 and an estimated completion date for the Project in February 2019. Notwithstanding the foregoing, in the event the Bond, for whatever reason, is delivered on a date other than December 19, 2018, the estimated completion date for the Project is determined prior to the delivery of the Bond to be earlier

or later than February 2019, or the Administration determines in accordance with its program requirements that a different amortization schedule is required, the Mayor, on behalf of the City, is hereby authorized and directed to adjust and change the principal payment dates and principal installment amounts provided for in subsections (b) and (c) above (including, without limitation, by providing for a first minimum principal payment on a date specified by the Administration and/or by otherwise adjusting the dates on which principal and/or interest will commence and will otherwise be due) and to approve the amortization schedule prepared by the Administration on a roughly level debt service basis (on an annualized basis, and exclusive of interest only payments or any first minimum principal payment due on the Bond specified by the Administration), all as required by the Administration in order to meet the requirements of Section 9-1605.1(d)(1)(iv) of the MWQFA Act or to meet other requirements of the Administration, provided that the final original principal amount of the Bond does not exceed Five Hundred Sixty-two Thousand Five Hundred Dollars ($562,500), such approval and adjustment to be evidenced conclusively by the Mayor's execution and delivery of the Bond reflecting such amortization schedule in accordance with the provisions of Sections 5 and 7 of this Resolution.

(e) If the Administration determines at any time following delivery of the Bond to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) relating to the Bond in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount (as defined in the Bond) of the Bond shall be reduced accordingly and such Maximum Principal Amount as so reduced shall be amortized as provided in the Loan Agreement. In such event, as determined by the Administration, the City may execute and deliver (in the manner provided for in Sections 5 and 7 hereof for the original delivery of the Bond) a new Bond evidencing such reduction in the Loan Commitment and/or the Mayor, on behalf of the City, may execute and deliver any

certificates, documents or instruments as the Administration may require pursuant to Section 3.08 of the Loan Agreement.

(f) The City shall pay (i) a late charge for any payment of principal of or interest on the Bond that is received later than the tenth (10th) day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at the Default Rate provided for in the Loan Agreement, which Default Rate shall be equal to 100% of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Bond is delivered, provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Amounts payable pursuant to this subsection (f) shall be immediately due and payable to the Administration and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(g) Both the principal of and any interest on the Bond will be paid to the registered owner thereof in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by notice in writing delivered to the City Clerk of the City (the "City Clerk").

(h) Notwithstanding the foregoing provisions of this Section 3, in the event of a discrepancy between the provisions of the Bond or the Loan Agreement and this Section 3, the provisions of the Bond or the Loan Agreement, as applicable, shall control.

SECTION 4. The Bond shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the United States Environmental Protection Agency's (and its

successors) State Revolving Fund Program Regulations. Otherwise, the Bond may be prepaid by the City, in whole or in part, only at such times and in such amounts, and upon payment by the City of such prepayment premium or penalty, as the Director of the Administration, in his or her discretion, may specify and approve.

SECTION 5. The Bond shall be executed in the name of the City and on its behalf by the Mayor. The corporate seal of the City shall be affixed to the Bond and attested by the signature of the City Clerk. In the event any official whose signature shall appear on the Bond shall cease to be such official prior to the delivery of the Bond, or, in the event any such official whose signature shall appear on the Bond shall have become such after the date of delivery thereof, the Bond shall nevertheless be a valid and binding obligation of the City in accordance with its terms.

SECTION 6. The Bond shall be transferable only after the first principal payment date as set forth in the Bond or the date upon which the Maximum Principal Amount of the Bond has been borrowed, whichever is earlier. The Bond shall be transferable upon the books of the City at the office of the City Clerk, by the registered owner in person or by his attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the City Clerk, duly executed by such registered owner or his duly authorized attorney. The City shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds of the same series as the bond surrendered, in such denominations as the City shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered, and with the same maturities and interest rate, as applicable. If more than one bond is issued upon any such transfer of the Bond, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on each payment date multiplied by a fraction, the numerator of which shall be the principal amount of such bond and the

denominator of which shall be the aggregate principal amount of the bonds representing the Bond then outstanding and unpaid. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The City may deem and treat the party in whose name the Bond is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal thereof and interest due thereon and for all other purposes. References in this Resolution to the Bond shall be deemed to refer to any bond or bonds transferred for the Bond in accordance with the provisions of this Section 6, and references in this Resolution to the registered owner of the Bond shall be deemed to refer to any or all of the registered owners of bonds of such series contemplated by this Section 6, as applicable. Any such new bond issued in transfer or exchange may be executed and sealed as provided in Section 5 hereof with respect to the original execution and delivery of the Bond, or as otherwise required by then-applicable law, and appropriate changes may be made to the form of the bond delivered in transfer or exchange to account for the dated date of such new bond and the then-outstanding principal amount of the Bond.

SECTION 7. Unless the Mayor and City Council provides otherwise by resolution adopted prior to delivery of the Bond, the Bond shall be issued in substantially the form of Exhibit F to the substantially final form of the Loan Agreement that is attached hereto as Exhibit A. Appropriate variations and insertions may be made by the Mayor to provide dates, numbers and amounts, including, without limitation, to reflect matters determined in accordance with Sections 2 and 3 hereof, and other modifications not altering the substance of such forms may be made by the Mayor. All of the covenants contained in the form of bond set forth as Exhibit F to the form of the substantially final form of the Loan Agreement attached hereto as Exhibit A, as the Bond may be finally completed as provided in this Section 7, are hereby adopted by the City as and for the form of obligation to be

incurred by the City, and the covenants and conditions are hereby made binding upon the City, including the promise to pay therein contained.

SECTION 8. (a) As authorized by the MWQFA Act, the City hereby determines to sell the Bond to the Administration by private sale, without public bidding, which sale by private sale is hereby deemed by the City to be in its best interest and in the interest of its citizens due, in part, to the benefit of the structure of the Bond as a draw-down obligation and the low interest rate borne by the Bond. Therefore, and pursuant to the authority of the MWQFA Act and Sections 81 and 82A of the Charter, the Bond shall be sold to the Administration by private sale, without public bidding, for a price of the par amount of the Bond or so much of the par amount of the Bond as is advanced to the City (such purchase price to be advanced in accordance with the Loan Agreement). The Bond is referred to in the Loan Agreement as the "Note."

(b) The Bond shall be sold to the Administration and the purchase price of the Bond shall be advanced to the City in accordance with the Loan Agreement relating to the Bond (the "Loan Agreement"), the substantially final form of which is attached hereto as Exhibit A.

(c) The substantially final form of the Loan Agreement attached hereto as Exhibit A reflects the expectation, as of the date of this Resolution, that (i) the final original principal amount of the Bond will be Five Hundred Sixty-two Thousand Five Hundred Dollars ($562,500), and (ii) the Bond will be delivered on December 19, 2018. The Mayor, on behalf of the City, is hereby authorized and directed to complete, execute and deliver the Loan Agreement for and in the name of the City with such changes, insertions and deletions as shall be approved by the Mayor, including, without limitation, to reflect matters determined in accordance with the provisions of this Resolution, to comply with program requirements of the Administration, to account for a different date or dates of estimated completion of the Project or delivery of the Bond, to complete the exhibits to the

substantially final form of the Loan Agreement attached hereto as Exhibit A, or as are determined by the Mayor not to be materially adverse to the interests of the City. The Mayor's approval of any such changes, insertions or deletions shall be evidenced conclusively by the Mayor's execution and delivery of the final form of the Loan Agreement containing the same.

(d) Notwithstanding anything to the contrary contained in this Resolution, advances under the Loan Agreement or the Bond, payment or prepayment of the principal of and any interest on the Bond, and transfers or exchanges of the Bond shall be made in accordance with the Loan Agreement. The City agrees to abide by and perform the covenants and agreements set forth in the Loan Agreement as executed and delivered in accordance with this Section 8 as though such covenants and agreements were set forth in full in this Resolution. In the event of a discrepancy between the provisions of this Resolution and the Loan Agreement, the provisions of the Loan Agreement shall control.

(e) The City hereby reconfirms the provisions of Section 9 of the Ordinance, which authorized and directed the City to pay any fees or costs provided for in the Loan Agreement which are not payable from Bond proceeds, including, without limitation, any administrative fees and ongoing fees and expenses, and acknowledges that its obligation to pay such amounts shall be absolute and unconditional to the extent provided in the Loan Agreement.

(f) The City hereby reconfirms the provisions of Section 6(b) of the Ordinance, which acknowledged that the provisions of the Loan Agreement allow for, among other remedies, all payments on the Bond to be declared immediately due and payable upon the occurrence of any event of default provided for in the Loan Agreement.

(g) As security for payment of the Bond and any other amounts due under the Loan Agreement, the City hereby acknowledges, confirms and agrees that the pledge of moneys that

the City is entitled to receive from the State of Maryland, including the City's share of the State income tax, as authorized by Section 9-1606(d) of the MWQFA Act and provided for in Section 7 of the Ordinance, is set forth in Section 3.05(c) of the Loan Agreement.

SECTION 9. (a) As soon as may be practicable after the adoption of this Resolution, the Bond shall be suitably prepared in definitive form, executed and delivered to the Administration on December 19, 2018 or another date mutually acceptable to the Administration and the Mayor.

(b) Each of the Mayor, the City Administrator and the Comptroller is hereby expressly authorized to take any actions necessary under the Loan Agreement or the Bond in order to requisition advances on behalf of the City. Each of the Mayor, the City Administrator and the Comptroller is hereby expressly designated as an "Authorized Officer" for purposes of the Loan Agreement and may take any action, make any determination or grant or withhold any approvals, consents or directions that are delegated to an Authorized Officer under the provisions of a Loan Agreement.

(c) The Mayor, the City Administrator, the Treasurer of the City (the "Treasurer"), the Comptroller, the City Clerk and all other appropriate officials and employees of the City are expressly authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale and delivery of the Bond, (ii) subject to any limitations provided for in this Resolution, negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith, and (iii) carry out the transactions contemplated by this Resolution, the Ordinance and any documents, certificates or instruments executed and delivered in connection with the issuance of the Bond, to the extent such actions are within the spheres of their respective responsibilities.

(d) The negotiation, approval, execution and delivery of any documents, certificates or instruments relating to the Bond by City officials prior to the adoption of this Resolution, including, without limitation, a Loan Proceeds Questionnaire and Certificate and any cash draw requests, is hereby ratified, confirmed and approved.

SECTION 10. Each advance of the proceeds of the Bond shall be paid directly to the City and shall be deposited by the Treasurer or other appropriate City official in the proper municipal accounts, or shall be paid at the direction of the Authorized Officer, or shall be paid as otherwise required by the Administration. Advances under the Bond shall be used and applied by the City exclusively and solely for the public purposes described in Section 2 hereof, unless this Resolution and, to the extent applicable, the Ordinance, are amended or supplemented to provide for some other use within the limitations of applicable law and with the consent of the Administration. Nothing in this Resolution shall be construed to authorize the expenditure of any moneys except for a proper public purpose.

SECTION 11. (a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the prompt payment of the principal of and interest on the Bond as and when the same are payable and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of the Bond. The City shall impose or cause to be imposed, for each and every fiscal year during which the Bond may be outstanding, ad valorem taxes upon all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and interest on the Bond payable in each such fiscal year and, in the event the proceeds from the collection of the taxes so imposed may prove inadequate for such purposes in any fiscal year, additional taxes shall be imposed in the subsequent fiscal year to make up any deficiency.

The City hereby covenants with the registered owner of the Bond to take any action that lawfully may be appropriate from time to time during the period that the Bond remains outstanding and unpaid to provide the funds necessary to pay promptly the principal and interest due thereon.

(b) Notwithstanding the provisions of subsection (a) above, the principal of and interest on the Bond will be payable in the first instance from revenues received by the City in connection with the operation of the water supply system serving the City, including charges for use of or connection to such system, to the extent such revenues are lawfully available for such purpose. To the extent of any such revenues received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

(c) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on the Bond from the proceeds of the sale of any other obligations of the City or from any other funds legally available for that purpose. Subject to applicable law or restrictions (including, without limitation, provisions of the Code and the Treasury Regulations identified in Section 12 below), the City may apply to the payment of the principal of or interest on the Bond 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, if the funds are granted or paid to the City for the purpose of assisting the City in accomplishing the type of project or projects the costs of which the Bond is issued to finance or reimburse or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

(d) Water supply system revenues are intended to be the dedicated sources of revenues with respect to the Bond required by Section 9-1605.1(d) of the MWQFA Act, to the extent

lawfully available for such purpose. Such revenues may be referred to by similar, but not exact, references on any applicable exhibits to the Loan Agreement.

SECTION 12. (a) Any two or more of the Mayor, the Treasurer and the Comptroller, acting in concert, are the officials of the City responsible for the issuance of the Bond within the meaning of Section 1.148-2(b)(2) of the U.S. Treasury Regulations (the "Treasury Regulations"). Any two or more of the Mayor, the Treasurer and the Comptroller, acting in concert, also shall be the officials of the City responsible for the execution and delivery (on the date of delivery of the Bond) of a certificate of the City (the "Section 148 Certificate") that complies with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations, and such officials are hereby authorized and directed to execute and deliver the Section 148 Certificate to counsel rendering an opinion on the validity and tax-exempt status of the Bond on the date of delivery thereof.

(b) The City shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bond or of any monies, securities or other obligations to the credit of any account of the City which may be deemed to be proceeds of the Bond pursuant to Section 148 of the Code or the Treasury Regulations (collectively, the "Bond Proceeds"). The City covenants with the registered owner of the Bond that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the City's reasonable expectations on the date of issuance of the Bond and will be, to the best of the certifying officials' knowledge, true and correct as of that date.

(c) The City covenants with the registered owner of the Bond that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code

and the Treasury Regulations, and that it will comply with those provisions of Section 148 of the Code and the Treasury Regulations as may be applicable to the Bond on its date of delivery and which may subsequently lawfully be made applicable to the Bond as long as the Bond remains outstanding and unpaid.

(d) In connection with the execution and delivery of the Section 148 Certificate, the authorized officials provided for in this Section 12 are hereby authorized and empowered, on behalf of the City, to make any designations, elections, determinations or filings on behalf of the City provided for in or permitted by the Code and the Treasury Regulations and to reflect the same in the Section 148 Certificate and/or the IRS Form 8038-G filed in connection with the issuance of the Bond or any other documentation deemed appropriate by bond counsel to the City, including, without limitation, representations and certifications relating to the small issuer exception from the arbitrage rebate requirements provided for in Section 148(f)(4)(D) of the Code, if applicable; provided that, only one such identified official must sign the IRS Form 8038-G.

SECTION 13. The City specifically covenants that it will comply with the provisions of the Code applicable to the Bond, including, without limitation, compliance with provisions regarding the timing of the expenditure of the Bond Proceeds, the use of such proceeds and the facilities financed with such proceeds, the restriction of investment yields, the filing of information with the Internal Revenue Service, and the rebate of certain earnings resulting from the investment of the Bond Proceeds or payments in lieu thereof. The City further covenants that it shall make such use of the Bond Proceeds, regulate the investment of the Bond Proceeds and take such other and further actions as may be required to maintain the exemption from federal income taxation of interest on the Bond. All officials, officers, employees and agents of the City are hereby authorized and directed to provide

such certifications of facts and estimates regarding the amount and use of the Bond Proceeds as may be necessary or appropriate.

SECTION 14. Notwithstanding anything to the contrary contained in the Ordinance or this Resolution, the City shall use and apply proceeds of the Bond only as permitted by the Loan Agreement, the Safe Drinking Water Act (as defined in the Loan Agreement) and the Act (as defined in the Loan Agreement).

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

SECTION 16. This Resolution shall become effective immediately upon its adoption.

[CONTINUED ON FOLLOWING PAGE]

MAYOR AND CITY COUNCIL
OF CUMBERLAND

(SEAL)

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

Introduced: _____, 2018

Adopted: _____, 2018

Effective: _____, 2018

#208081;10002.069

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF THE LOAN AGREEMENT

[See Attached]

DRINKING WATER LOAN AGREEMENT

By and Between

MARYLAND WATER QUALITY
FINANCING ADMINISTRATION

and

MAYOR AND CITY COUNCIL OF CUMBERLAND

Dated as of December 19, 2018

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LOAN AGREEMENT

THIS LOAN AGREEMENT, made this 19th day of December, 2018, between the Maryland Water Quality Financing Administration (the "Administration"), a unit of the Department of the Environment (the "Department") of the State of Maryland (the "State"), and Mayor and City Council of Cumberland, a municipal corporation of the State (the "Borrower").

RECITALS

The federal Safe Drinking Water Act ("SDWA"), as amended, authorizes the Environmental Protection Agency ("EPA") to award grants to qualifying States to establish and capitalize State drinking water treatment revolving loan funds ("SRFs") for the purpose of providing loans and certain other forms of financial assistance (but not grants) to finance, among other things, the construction and improvement of publicly-owned and privately-owned water supply systems.

As contemplated by the SDWA, the General Assembly of the State has amended the Maryland Water Quality Financing Administration Act, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the "Act"), establishing an SRF designated the Maryland Drinking Water Revolving Loan Fund (the "Fund") to be maintained and administered by the Administration. The Act authorizes the Administration, among other things, to make a loan from the Fund to a "local government" (as defined in the Act) for the purpose of financing all or a portion of the cost of a "water supply system" project (as defined in the Act).

The Borrower, which is a "local government" within the meaning of the Act, has applied to the Administration for a loan from the Fund to assist in the financing of a certain project or projects of the Borrower (the "Project," as defined herein) which constitutes a "water supply system" within the meaning of the Act. The Project is one designated for funding in an Intended Use Plan promulgated by the Administration in accordance with regulations issued by the EPA pursuant to the SDWA, and the Project conforms to the applicable "county plan" adopted pursuant to the requirements of Subtitle 5 of Title 9 of the Environment Article of the Annotated Code of Maryland, as amended.

The Director of the Administration has determined that the making of a loan to the Borrower for the purpose of assisting the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest, will promote the health, safety and welfare of the inhabitants of the State and the United States by assisting in ensuring that public drinking water remains safe, adequate and affordable, and will further the purposes of the SDWA and the Act.

The Act authorizes the Administration, subject to the prior approval of the Secretary of the Department and the Board of Public Works, to issue its revenue bonds for the purpose of providing monies for deposit to the Fund. The Administration may issue and sell one

or more series of such revenue bonds (the "Bonds") for the purpose of providing monies for deposit to the Fund in an amount sufficient, together with certain other monies expected to be available for that purpose, to enable the Administration to make, or reimburse the Administration for making, a loan to the Borrower and certain other entities to assist in the financing of projects, all as contemplated by the Administration's Intended Use Plan. The revenues from this loan and such other loans, whether or not funded from the proceeds of Bonds, may be pledged by the Administration to secure Bonds.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Administration, each intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Act" means the Maryland Water Quality Financing Administration Act, Sections 9-1601 through 9-1622 of the Environment Article, Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof.

"Administration" means the Maryland Water Quality Financing Administration, a unit of the Department of the Environment of the State, and its successors and assigns.

"Administrative Fee" means the fee payable by the Borrower pursuant to this Agreement for the general administrative services and other functions and expenses of the Administration.

"Agreement" means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

"Application" means the application for the Loan submitted by the Borrower to the Administration, together with any amendments thereto.

"Authorized Officer" means, in the case of the Borrower, any person authorized by law or by a resolution of the governing body of the Borrower to perform any act or execute any document on behalf of the Borrower.

"Board" means the Board of Public Works of the State.

"Bonds" means any series of revenue bonds issued by the Administration under the Act.

"Bond Counsel" means a law firm acceptable to the Administration whose legal opinions are generally accepted by purchasers of municipal bonds.

"Borrower" means the local government, individual or entity that is identified in the first paragraph of this Agreement, and its successors and assigns.

"Business Day" means a day other than a Saturday, Sunday, or day on which the offices of the Administration or commercial banks in the State are authorized or obligated to remain closed.

"Change Orders" means any amendments or modifications to any Plans and Specifications or any general construction contract for the Project.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor federal income tax statute or code, and the applicable regulations and rulings promulgated thereunder.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, constitute an Event of Default.

"Default Rate" means the interest rate so specified in Exhibit B of this Agreement.

"Department" means the Maryland Department of the Environment, and its successors.

"Director" means the Director of the Administration.

"Eligible Project Costs" means all those costs of the Project permitted by the Act to be funded by a loan from the Fund and which have been approved by the Director.

"EPA" means the United States Environmental Protection Agency, and its successors.

"Event of Default" means any occurrence or event specified in Section 4.01 hereof.

"Fiscal Year" means the period of 12 consecutive months commencing on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

"Fund" means the Maryland Drinking Water Revolving Loan Fund.

"Governmental Authority" means the United States, the State of Maryland, or any of their political subdivisions, agencies, departments, commissions, boards, bureaus or instrumentalities, including any local authority having jurisdiction over the Project, and including EPA, the Department, the Board and the Administration.

"Indenture" means the indenture of trust, bond resolution or other trust agreement between the Administration and the Trustee, providing for the issuance of Bonds, as amended, modified or supplemented from time to time.

"Independent Counsel" means any attorney or law firm with attorneys duly admitted to practice law before the highest court of any state who has or have regularly engaged in the practice of law as the primary occupation of such attorney or attorneys for at least five years. Independent Counsel may also serve as Bond Counsel if qualified to act as Bond Counsel.

"Independent Public Accountant" means an individual, partnership or corporation engaged in the accounting profession, either entitled to practice, or having members or officers entitled to practice, as a certified public accountant under the laws of the State of Maryland and, in fact, independent.

"Loan" means the aggregate amounts which are advanced from time to time by the Administration to the Borrower pursuant to the terms and provisions of this Agreement.

"Loan Closing Date" means the date on which the Note is executed and delivered to the Administration.

"Loan Commitment" means that amount which the Administration is obligated to lend to the Borrower pursuant to the terms and provisions of this Agreement and subject to the satisfaction of the conditions set forth in this Agreement, as such amount may be adjusted as provided in this Agreement.

"Loan Proceeds Questionnaire and Certificate" means the Loan Proceeds Questionnaire and Certificate executed and provided by the Borrower in connection with the Loan, in form and substance satisfactory to the Administration.

"Loan Year" means the period beginning on the first February 1 on which principal of the Loan is payable and each February 1 thereafter and ending on the immediately succeeding January 31.

"Note" means the bond, note or other obligation executed and delivered by the Borrower to the Administration to evidence the Loan, such Note to be substantially in the form attached hereto as Exhibit F.

"Plans and Specifications" means the final plans and specifications for the construction of the Project prepared by the architect or engineer and approved by the Department.

"Project" means the project or projects of the Borrower described in Exhibit B to this Agreement.

"Project Budget" means the budget for the Project as set forth in Exhibit C to this Agreement, as revised in accordance with Section 2.02(d).

"Related Financing" means any bond, note, agreement or other instrument or transaction (other than this Agreement or the Note) pursuant to which the Borrower obtains any monies that may be expended to pay costs of the Project.

"Requirement" means any law, ordinance, code, order, rule or regulation of a Governmental Authority, including, without limitation, the State primary drinking water regulations or a condition in a construction permit issued by the Department.

"Safe Drinking Water Act" means Title XIV of the Public Health Service Act, P.L. 93-523, as amended, 42 U.S.C. § 300f, et seq., and the rules and regulations promulgated thereunder.

"State" means the State of Maryland.

"Tax-Exempt Bonds" means Bonds the interest on which is excludable from gross income for federal income tax purposes under the Code.

"Trustee" means the trustee for the Bonds.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) words importing the singular number include the plural number and words importing the plural number include the singular number;

(b) words of the masculine gender include correlative words of the feminine and neuter genders;

(c) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof;

(d) the terms "agree" and "agreement" shall include and mean "covenant", and all agreements contained in this Agreement are intended to constitute covenants and shall be enforceable as such;

(e) the headings and the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect; and

(f) any reference to a particular Article or Section shall be to such Article or Section of this Agreement unless the context shall otherwise require.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Administration as follows:

(a) Corporate Organization and Authority. The Borrower:

(i) is a "local government" as defined in the Act; and

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement, to execute and deliver the Note, and to carry out and consummate all transactions contemplated by this Agreement.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Administration in writing that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any Governmental Authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower, or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(d) Borrowing Legal and Authorized. The consummation of the transactions provided for in this Agreement and the Note and compliance by the Borrower with the provisions of this Agreement and the Note:

(i) are within its powers and have been duly authorized by all necessary action on the part of the governing body of the Borrower; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrances upon any property or assets of the Borrower pursuant to, any indenture, loan agreement or other instrument (other than this

Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of laws, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default hereunder. The Borrower is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(f) Governmental Consent; Project Consistency.

(i) The Borrower has obtained all permits and approvals required to date by any Governmental Authority for the making and performance by the Borrower of its obligations under this Agreement and the Note or for the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Note or the consummation of any transaction herein contemplated.

(ii) The Project is consistent with (A) the local plan of the Borrower as contemplated under Section 5-7A-02 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; (B) the State Economic Growth, Resource Protection, and Planning Policy established in Section 5-7A-01 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; and (C) all applicable provisions of *Subtitle 7B, "Priority Funding Areas,"* of Title 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

(g) No Conflicts. No member, officer, or employee of the Borrower, or its designees, or agents, no consultant, no member of the governing body of the Borrower or of any Governmental Authority, who exercises or has exercised any authority over the Project during such person's tenure, shall have any interest, direct or indirect, in any contract or subcontract, or its proceeds, in any activity, or in any benefit therefrom, which is part of the Project.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Administration as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Eligible Project Costs; and (ii) to reimburse the Borrower for all or a portion of the Eligible Project Costs paid or incurred prior to the date hereof in anticipation of reimbursement by the Administration (and subject to compliance with Section 2.02(l) of this

Agreement). Except as provided in Sections 3.01 and 3.03(c) of this Agreement, before each and every advance of the proceeds of the Loan to the Borrower, the Borrower shall submit to the Administration a requisition meeting the requirements of Section 3.03 of this Agreement.

(i) Loan Closing Submissions. On or before the Loan Closing Date, the Borrower will cause to be delivered to the Administration each of the following items:

(i) an opinion of Independent Counsel, acceptable to the Administration, dated as of the Loan Closing Date, substantially in the form set forth in Exhibit D to this Agreement;

(ii) an opinion of Bond Counsel [who may rely, as to the validity of this Agreement and the Note, on the opinion of Independent Counsel referred to in (i)], dated as of the Loan Closing Date, and acceptable to the Administration, to the effect that (A) interest on the Loan and the Note will be excludable from gross income for purposes of federal income taxation and (B) interest on the Loan and the Note will not be included in the alternative minimum taxable income of individuals, corporations or other taxpayers as an enumerated item of tax preference or other specific adjustment;

(iii) fully executed counterparts of this Agreement, the Note and the Loan Proceeds Questionnaire and Certificate;

(iv) copies of the ordinance, resolution or other official action of the governing body of the Borrower authorizing the execution and delivery of this Agreement and the Note, certified by an appropriate officer of the Borrower;

(v) a certificate, dated as of the Loan Closing Date, signed by an Authorized Officer of the Borrower and in form satisfactory to the Administration, confirming the Borrower's obligations under and representations in the Loan Agreement and the Loan Proceeds Questionnaire and Certificate as of such date;

(vi) a requisition in an amount not less than the lesser of 5% of the Loan Commitment or $50,000 for (i) reimbursement to the Borrower of Eligible Project Costs together with paid invoices supporting such reimbursement, or (ii) payment to third-parties of currently due and payable invoices for Eligible Project Costs, or (iii) a combination of (i) and (ii); and

(vii) such other certificates, documents, opinions and information as the Administration may require.

Section 2.02. Particular Covenants of the Borrower.

(a) Maintenance of Project; Insurance. The Borrower shall (i) keep, operate and maintain, or cause to be kept, operated and maintained, the Project in good working order, condition and repair; (ii) make or cause to be made all needed and proper replacements to the Project so that the Project will at all times be in good operating condition, fit and proper for the purposes for which it was originally erected or installed; (iii) not permit any waste of the Project; (iv) observe and comply with, or cause to be observed and complied with, all Requirements; and (v) operate, or cause to be operated, the Project in the manner in which similar projects are operated by persons operating a first-class facility of a similar nature. The Borrower shall maintain or cause to be maintained at its sole cost and expense insurance with respect to the Project, both during its construction and thereafter, against such casualties and contingencies and in such amounts as are customarily maintained by governmental entities similarly situated and as are consistent with sound governmental practice.

(b) Sale or Disposition of Project. The Borrower reasonably expects that no portion of the Project will be sold prior to the final maturity date of the Loan. In the event that the Borrower shall sell or otherwise dispose of any portion of the Project prior to the final maturity date of the Loan, the Borrower shall apply the net proceeds thereof to the prepayment of the Loan or as the Administration shall otherwise direct unless (i) the Borrower shall have obtained the prior written consent of the Administration to some other proposed application of such net proceeds and (ii) there shall have been delivered to the Administration an opinion of Bond Counsel to the effect that, in the opinion of such firm, such proposed application of such net proceeds will not adversely affect the tax-exempt status for federal income tax purposes of the interest on any Tax-Exempt Bonds applicable to the Project or the Note.

(c) Inspections; Information. The Borrower shall permit the Administration or its designee to examine, visit and inspect, at any and all reasonable times (including, without limitation, any time during which the Project is under construction or in operation), the property constituting the Project, to attend all construction progress meetings relating to the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating to the Project and the financing thereof, and shall supply such reports and information as the Administration may reasonably require in connection therewith. Without limiting the generality of the foregoing, the Borrower shall keep and maintain any books, records, and other documents that may be required under applicable federal and State statutes, regulations, guidelines, rules and procedures now or hereafter applicable to loans made by the Administration from the Fund, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Loan, the total cost of the activities paid for, in whole or in part, with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be maintained at the offices of the Borrower, as specified on Exhibit B attached hereto, for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Administration. All such books, records and other documents shall be maintained until the completion of an audit of the Project by the EPA or notification from the State or the EPA that no audit is required.

(d) Completion of the Project; Payment of Excess Costs of the Project. The Borrower shall proceed diligently to complete the Project in accordance with the Plans and Specifications, the State primary drinking water regulations and with any requirements set forth in the construction and other required permits. The Borrower shall satisfy all applicable Requirements for operation of the Project by the completion of the Project, and shall commence operation of the Project promptly upon its completion. No substantial changes may be made to the Plans and Specifications, the general construction contract or the Project Budget, or in the construction of the Project without the prior written approval of the Administration in its discretion. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Project in excess of the amount available to be loaned to the Borrower hereunder. Upon the completion of the Project, the Borrower shall deliver to the Administration a certificate of the Borrower certifying that the Project was completed as of the date set forth in such certificate.

(e) Cancellation of Loan. As provided by Section 9-1606(e) of the Act, the Borrower, unless it is a "disadvantaged community" pursuant to the SDWA, acknowledges and agrees that its obligation to make the payments due hereunder and under the Note is cancelable only upon repayment in full of the Loan, and that neither the Administration, the Secretary of the Department, nor the Board is authorized to forgive the repayment of all or any portion of the Loan.

(f) Dedicated Source of Revenue. Pursuant to the SDWA, the Borrower has established one or more dedicated sources of revenue for repayment of the Loan, as described in Exhibit E attached hereto as a part hereof.

(g) Indemnification. To the extent permitted by law, the Borrower releases the Administration, the Fund, the Department, the Board and the State from, agrees that the Administration, the Fund, the Department, the Board and the State shall not have any liability for, and agrees to protect, indemnify and save harmless the Administration, the Fund, the Department, the Board and the State from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Administration, the Fund, the Department, the Board or the State, as a result of or in connection with the Project or the financing thereof. To the extent permitted by law, all money expended by the Administration, the Fund, the Department, the Board or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at the rate provided in the Note from the date of such payment, shall constitute an additional indebtedness of the Borrower and shall be immediately and without notice due and payable by the Borrower to the Administration.

(h) Non-discrimination. The Borrower certifies that it does not discriminate, and covenants that it shall not discriminate, on the basis of (1) political or religious opinion or affiliation, marital status, race, color, creed or national origin, or (2) sex or age, except where sex or age constitutes a bona fide occupational qualification, or (3) the physical or mental handicap of a qualified handicapped individual. At such times as the Administration requests, the Borrower shall submit to the Administration information relating to the Borrower's operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin, on a form to be prescribed by the Administration.

(i) Compliance with Requirements. The Borrower acknowledges that the Loan and this Agreement are subject to, and the Borrower agrees to comply with, all Requirements applicable to the Project and the financing thereof, including (without limiting the generality of the foregoing) the SDWA, the Act, and all other applicable State and federal statutes and such rules, regulations, orders and procedural guidelines as may be promulgated from time to time by the EPA, the Board, the Department, the Administration, or other Governmental Authority.

(j) Annual Audit. Within nine (9) months of the end of each Fiscal Year (unless such period is changed to comply with terms of the Administration's financings, or a Requirement, in which case the Administration shall notify the Borrower in writing), the Borrower shall cause financial statements of the Borrower to be prepared with respect to such Fiscal Year in accordance with generally accepted accounting principles, applicable to governmental units, consistently applied, which financial statements shall be audited by, and accompanied by a report of, an Independent Public Accountant. Such financial statements and report shall be delivered upon completion to the Administration within the nine (9) month period or within thirty (30) days from receipt of a report from the auditor, whichever period is shorter.

(k) Bonds Not to Be Arbitrage Bonds. The Administration expects to deliver on each date of issuance of each series of Tax-Exempt Bonds a certificate (such certificate, as it may be amended and supplemented from time to time in accordance with the Indenture, being referred to herein as the "Section 148 Certificate") that complies with the requirements of Section 148 of the Code or applicable successor provisions ("Section 148") and that states the Administration's reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of such Tax-Exempt Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Tax-Exempt Bonds within the meaning of Section 148 (collectively, "Bond Proceeds"). The Borrower covenants to provide, or cause to be provided, such facts and estimates as the Administration reasonably considers necessary to enable it to execute and deliver its Section 148 Certificate including (but not limited to) those updates required in the Loan Proceeds Questionnaire and Certificate. The Borrower further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Tax-Exempt Bonds and will be, to the best of the knowledge of the officers of the Borrower providing such facts and estimates, true, correct and complete as of that date, and (ii) the Borrower will make reasonable inquiries to ensure such truth, correctness and completeness.

The Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds that would cause any of the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148. The Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to the Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Bonds.

The Administration and the Borrower shall hold and invest Bond Proceeds within their control (if such proceeds are invested) in accordance with the expectations of the

Administration set forth in the Section 148 Certificate. If the Administration is of the opinion, upon receipt of advice of Bond Counsel, that it is necessary further to restrict or limit the yield on the investment of any Bond Proceeds in order to avoid any of the Tax-Exempt Bonds being considered "arbitrage bonds" within the meaning of Section 148, the Borrower shall take such action as is necessary to restrict or limit the yield on such investment, irrespective of whether the Borrower is of the same or a different opinion. Upon the request of the Borrower and receipt of advice of Bond Counsel, the Administration may, and upon receipt of an approving ruling from the Internal Revenue Service or a decision of a court of competent jurisdiction, the Administration shall, take such action as is necessary to remove or modify a restriction or limitation on the yield on the investment of any Bond Proceeds that was formerly deemed necessary. The Administration shall incur no liability in connection with action as contemplated herein so long as the Administration acts in good faith.

The Administration contemplates and will use its best efforts to provide for the payment of rebate or penalties in lieu of rebate with respect to the Tax-Exempt Bonds pursuant to Section 148 from the proceeds of the Tax-Exempt Bonds or investment earnings thereon. However, in the event that funds from this source are inadequate to provide for any such payment of rebate or such penalties, the Borrower agrees to pay to the Administration the portion of the rebate or penalties with respect to any Tax-Exempt Bonds fairly allocable to the Loan (as reasonably determined by the Administration) upon written request of the Administration accompanied by an explanation of the method for allocating any such penalties or rebate.

In addition, the Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the monies deemed to be proceeds of any other Tax-Exempt Bonds of the Administration that would cause any such Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148. The Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to such other Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Tax-Exempt Bonds. The Borrower shall have no obligation under this paragraph unless advised of such in writing by the Administration.

(l) Compliance With Loan Proceeds Questionnaire and Certificate. Without otherwise limiting the covenants or representations set forth in this Agreement or in the Loan Proceeds Questionnaire and Certificate, the representations set forth in Paragraphs 3 through 9, inclusive, and Paragraphs 11 through 14, inclusive, of the Loan Proceeds Questionnaire and Certificate are hereby incorporated as continuing representations of the Borrower, except to the extent that the Administration shall receive an opinion from Bond Counsel to the effect that any variation from such representations shall not adversely affect the excludability of interest on any Tax-Exempt Bonds from gross income for federal income tax purposes. The Borrower shall not take or permit to be taken any action or actions which would cause any Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or which would otherwise cause interest on any Tax-Exempt Bonds to be includable in gross income for federal income tax purposes.

(m) Additional Disclosure Information. The Borrower agrees to provide the Administration with such information regarding the Borrower and its finances as the Administration may from time to time request. The Borrower further acknowledges that the Administration may issue one or more series of Bonds pursuant to the Indenture, and that any or all of such Bonds may be secured in part by repayments of the Borrower with respect to the Loan. The Borrower accordingly agrees to provide to the Administration such information regarding the Borrower and its finances as the Administration may from time to time request for inclusion in the official statements or other offering documents to be distributed in connection with the sale of any such Bonds or any annual disclosure document or other informational document prepared from time to time by the Administration to be made available to prospective purchasers or holders of any of such Bonds. The Borrower shall also furnish to the Administration at its request a certificate of an Authorized Officer of the Borrower to the effect that any information so provided or included contains no material inaccuracy or omission in light of the purposes for which such information is provided or included. The Borrower agrees to notify the Administration promptly in writing of (a) any changes in the condition or affairs of the Borrower (financial or other) that would cause any information regarding the Borrower so provided or included in an official statement or any subsequent offering document, annual disclosure document or other informational document of the Administration that the Borrower has had an opportunity to review and certify as to its accuracy, to contain a material inaccuracy or omission in light of the purposes for which such information is so included, and (b) any event set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C), as such rule may be amended and supplemented.

(n) Related Financing. The Borrower agrees that the proceeds of any Related Financing shall be expended to pay costs of the Project on a monthly basis proportionately with the proceeds of the Loan, taking into account the total amount of the proceeds of such Related Financing available to pay costs of the Project and the maximum amount of the Loan Commitment. The Borrower agrees to provide the Administration upon its request with such information as the Administration deems reasonably necessary to determine whether the Borrower is in compliance with the provisions of this Section 2.02(n).

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. Subject to the provisions of Sections 3.02, 3.03 and 3.08 hereof, the Administration hereby agrees to advance amounts under this Agreement to the Borrower, and the Borrower agrees to borrow and accept from the Administration amounts advanced under this Agreement, in an aggregate principal amount not to exceed the maximum amount of the Loan Commitment set forth on Exhibit B attached hereto.

Section 3.02. Availability of Funds. The Administration expects to have, and shall use its best efforts to obtain and maintain, funds in an amount sufficient to make advances to the Borrower in accordance with the "Construction Cash Draw Schedule" included in Exhibit C attached hereto. The Borrower recognizes, however, that the Administration is a governmental entity with limited financial resources and that the Administration's ability to make such advances may be adversely affected by events or circumstances beyond the Administration's control. The Borrower accordingly assumes the risk that monies may not be available to make advances of the Loan to the Borrower, and, in such event, the Borrower specifically agrees that the Administration shall have no obligation to lend any amounts to the Borrower in excess of the amount theretofore advanced to the Borrower.

Section 3.03. Disbursements and Capitalized Interest.

(a) Requisitions and Disbursements. Amounts shall be loaned from time to time to pay, or reimburse the Borrower for the payment of, Eligible Project Costs, upon receipt of requisitions of the Borrower. Each such requisition shall (i) state the names of the payees, (ii) describe in reasonable detail the purpose of each payment, (iii) state the amount of each payment (supported by appropriate paid invoices or other evidence satisfactory to the Administration that the amount requisitioned has been paid or has been incurred by the Borrower and is then due), (iv) state that the amount so requisitioned constitutes a part of the Eligible Project Costs, and (v) state that no Default or Event of Default under this Agreement has occurred and is continuing; provided, that this section shall not apply to advances made or deemed to have been made as provided in Section 3.03(c) hereof. The Administration shall not be required to advance monies on more than one day in each month, and the Administration shall not be required to advance monies for the Project sooner than, or in an amount greater than, the schedule of disbursements for the Project shown on the "Construction Cash Draw Schedule" included in Exhibit C attached hereto. The Administration may require the Borrower to submit requisitions in advance of each such disbursement date in such manner as shall be reasonably acceptable to the Administration.

(b) Conditions Precedent. Before making the first advance of Loan proceeds, the Administration shall receive the following in form and content satisfactory to the Administration:

(i) copies of the Plans and Specifications and of any Change Orders issued through the date of such advance, the general construction contract, and the Project Budget;

(ii) a survey showing the location of existing and proposed easements, rights-of-way and improvements, and the perimeter boundaries of the land upon which the Project will be located, if any Loan proceeds are to be used for acquisition of the land;

(iii) copies of all building permits, if any, pertaining to the Project;

(iv) cost breakdown in trade form showing all subcontracts which represent at least 10 percent of the costs of the Project, and indicating use of the proceeds of the Loan therefor;

(v) a fully executed copy of any contract for the purchase of real property constituting a portion of the Eligible Project Costs described in Exhibit C; and

(vi) evidence satisfactory to the Administration that the conditions (if any) set forth in Exhibit A to this Agreement have been satisfied.

In addition, it shall be a condition precedent to the Administration's obligation to make any advance of Loan proceeds under this Agreement that no Default or Event of Default shall have occurred and be continuing at the time of any such advance.

(c) Interest During Construction. In the event that the Administration has consented to permit the Borrower to pay interest on the Loan from proceeds of the Loan during all or a portion of the period of time related to construction of the Project (as itemized in Exhibit C) ("Construction Period Interest"), the Administration shall on each February 1 and August 1 during such period advance to the Borrower and immediately apply to the interest then due and owing, an amount equal to the interest on the Loan due on such February 1 or August 1 and not theretofore paid by the Borrower. Any such amount of Construction Period Interest advanced by the Administration shall constitute part of the principal amount of the Loan hereunder immediately upon its advance to the Borrower in accordance with this paragraph. Notwithstanding the advance of any Construction Period Interest to the Borrower in accordance with this Section, the Borrower shall pay directly to the Administration the Administrative Fee on the dates and in the amounts set forth in Section 3.04(c), and no amounts shall be advanced under the Loan for the payment of the Administrative Fee.

Section 3.04. Amounts Payable.

(a) Loan Payments. The Borrower shall punctually repay the Loan in installments on the dates, in the amounts, and in the manner specified in the Note. The outstanding amount of the Loan shall bear interest at a rate per annum equal to the rate or rates of interest set forth in Exhibit B, and shall be payable in accordance with the amortization schedule as specified in Exhibit B attached hereto and more particularly set out in the Note (which amortization schedule is subject to adjustment in accordance with this Agreement and the Note). On or prior to the Loan Closing Date, the Borrower shall execute the Note to evidence such obligation. In addition, the Borrower shall pay to the Administration an Administrative Fee in accordance with paragraph (c) of this Section.

(b) Late Charges. In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Borrower shall pay (i) a late charge for any payment of principal or interest on the Loan that is received later than the tenth day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of

principal and (to the extent permitted by law) interest at a rate equal to the Default Rate set forth in Exhibit B. Amounts payable pursuant to this paragraph (b) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(c) Administrative Fee. (i) On the date specified in Exhibit B for the first payment of the Administrative Fee and on each August 1 thereafter that the Note remains outstanding and unpaid to and including the date of final maturity of the Note (each such date, an "Administrative Fee Payment Date"), the Borrower shall pay to the Administration an Administrative Fee. Subject to paragraph (iv) below, the Administrative Fee for any Administrative Fee Payment Date shall be (A) the Administrative Fee set forth in Exhibit B or (B) after any date on which the outstanding principal amount of the Loan Commitment is reduced by the Administration by a notice in writing to the Borrower in accordance with this Agreement (other than by reason of the repayment of the principal of the Loan), the Administrative Fee set forth in a notice from the Administration to the Borrower in connection with such reduction. Any adjustment of the Administrative Fee in accordance with the foregoing shall be prospective only, and the Administration shall in no event be obligated to refund any portion of any Administrative Fee payment theretofore received from the Borrower.

(ii) In prescribing the Administrative Fee for a loan with a term of thirty years for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: the Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by the total number of scheduled Administrative Fee Payment Dates. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were $5,000,000 and the Percentage Rate were 5%, and the total number of scheduled Administrative Fee Payment Dates were 31, the Administrative Fee to be paid each year would equal:

$$\frac{\$5,000,000 \times .05}{31} = \$8,064.52$$

(iii) In prescribing the Administrative Fee for a loan with a term of less than thirty years for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: The Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by 30. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were

$4,000,000 and the Percentage Rate were 5%, the Administrative Fee to be paid each year would equal:

$$\frac{\$4,000,000 \times .05}{30} = \$6,666.67$$

(iv) The Percentage Rate for each Fiscal Year shall be fixed as a uniform rate for all borrowers receiving loans from the Fund in order to provide sufficient revenues to pay the expenses of the Administration, as approved in the operating budget of the State by the General Assembly of the State; provided, however, that in no event shall the Percentage Rate exceed five percent (5%). In each Fiscal Year, the Administration shall review the Percentage Rate then in effect and adjust it for the immediately succeeding Fiscal Year to reflect its approved budget for the immediately succeeding Fiscal Year, a retainage of not more than ten percent (10%) for an operating reserve within the Administration's general account, and other factors as reasonably determined by the Secretary. No later than June 1 following the end of the Session of the General Assembly in each Fiscal Year, the Administration shall notify the Borrower of the newly established Percentage Rate, which shall be the Percentage Rate applicable to the immediately succeeding Fiscal Year, and of any change in the amount of the Administrative Fee payable by the Borrower in such Fiscal Year as a result of the application of such Percentage Rate.

Section 3.05. Sources of Payment.

(a) Dedicated Revenues. In accordance with Section 2.02(f) hereof, the principal of and interest on the Note, and any other amounts due from time to time under this Agreement, shall be payable in the first instance from the dedicated source of revenues described in Exhibit E attached hereto.

(b) General Obligation. In addition, the Note constitutes a general obligation of the Borrower, to the payment of which the full faith and credit and taxing power of the Borrower are pledged.

(c) State Withholding. As further security for the payment of the Note and any other amounts due hereunder, the Borrower hereby pledges the following to the Administration and grants a security interest therein to the Administration: (i) as authorized by Section 9-1606(d) of the Act, the Borrower's share of any and all income tax revenues collected by the State from time to time that would otherwise be payable to the Borrower, and (ii) to the maximum extent permitted by law, any and all other tax revenues, grants, and other monies that the Borrower is or may from time to time be entitled to receive from the State or that may at any time be due from the State, or any department, agency, or instrumentality of the State, to the Borrower. The Borrower further agrees that, upon the occurrence of an Event of Default, among other things, the State Comptroller and the State Treasurer may (i) withhold any such amounts that the Borrower is then or may thereafter be entitled to receive and (ii) at the direction of the Administration, apply the amounts so withheld to the payment of any amounts then due or thereafter becoming due hereunder (including, without limitation, payments under the Note) until the Borrower's obligations hereunder have been fully paid and discharged.

Section 3.06. Unconditional Obligations. The obligations of the Borrower to make payments under the Note as and when due and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any Governmental Authority, any failure of the Administration, the Department or the State to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Agreement, or otherwise or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Administration, the Department or the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

Section 3.07. Loan Commitment. The Borrower acknowledges and agrees that the monies attributable to the Borrower's Loan Commitment are the property of the Administration and are held by the Administration to provide for advances to be made to the Borrower in accordance with this Agreement. Without limiting the foregoing, the Borrower acknowledges and agrees that monies attributable to the Borrower's Loan Commitment may at the discretion of the Administration be pledged or applied to the payment of Bonds.

Section 3.08. Reduction of Loan Commitment. The Loan Commitment is subject to reduction in accordance with the provisions of this Section 3.08.

(a) Any portion of the Loan Commitment not advanced to the Borrower under Section 3.03 of this Agreement at the later of (1) two years from the date of this Agreement and (2) the earlier of one year following (i) actual completion of construction of the Project or (ii) the estimated completion date specified on Exhibit B attached hereto, shall no longer be available to be advanced to the Borrower and the amount of the Loan Commitment shall be reduced by an amount equal to the portion of the Loan Commitment not advanced, unless otherwise agreed to by the Administration in writing.

(b) The Administration may reduce the amount of the Loan Commitment if the Administration should for any reason determine that it will be unable to fund the full amount of the Loan Commitment (including, without limitation, a determination that the Eligible Project Costs to be paid with proceeds of the Loan are expected to be less than the maximum amount of the Loan Commitment), or if it determines that the Borrower is not proceeding satisfactorily and expeditiously with the Project in accordance with schedules and plans provided to the Administration, or if it determines that the Borrower is no longer able to make the certifications required under Section 3.03 in connection with the submission of requisitions.

(c) Any reduction in the amount of the Loan Commitment shall not affect the obligation of the Borrower to repay the Loan in accordance with the provisions of this Agreement and the Note.

(d) The Administration shall advise the Borrower in writing of any reduction in the amount of the Loan Commitment. Such notice shall specify the reason for and the amount of the reduction. In the event of any such reduction, the Borrower shall repay the Loan in accordance with such revised principal amortization schedule (prepared by applying such amount to reduce the installments of principal due under the Note in inverse order of payment, such that any such reduction is applied first to the last installment of principal due under the Note) as may be prescribed by the Administration in accordance with the provisions of the Note executed in connection therewith. The Administration may require, and the Borrower shall deliver, such certificates, documents, opinions and other evidence as the Administration may deem necessary or advisable in connection with any such reduction in the Loan Commitment. If a new Note is delivered in connection with any such reduction, the Administration shall cancel the Note initially delivered to the Administration by the Borrower pursuant to this Agreement.

Section 3.09. Disclaimer of Warranties. The Administration makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the Administration be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 3.10. Prepayments. The Loan shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the EPA's State Revolving Fund Program Regulations. Otherwise, the Loan may be prepaid by the Borrower, in whole or in part, only at such times and in such amounts, and upon the payment by the Borrower of such prepayment premium or penalty, as the Director, in his or her discretion, may specify and approve.

Section 3.11. Assignment. Neither this Agreement nor the Note may be assigned by the Borrower for any reason without the prior written consent of the Administration. The Administration may transfer, pledge or assign the Note and any or all rights or interests of the Administration under this Agreement without the prior consent of the Borrower.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay any amount required to be paid hereunder or under the Note when due, which failure shall continue for a period of 20 days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Administration, unless the Administration shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Administration will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) if (i) at any time any representation made by the Borrower in Section 2.01(f)(ii) is incorrect, or (ii) any other representation made by or on behalf of the Borrower contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, the Loan Commitment or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) if an order, judgment or decree is entered by a court of competent jurisdiction (i) appointing a receiver, trustee, or liquidator for the Borrower; (ii) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (iii) assuming custody or control of the Borrower under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or

(e) if the Borrower (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver, or (v) consents to the assumption of custody or control of the Borrower by any court of competent jurisdiction under any law for the relief of debtors.

Section 4.02. Notice of Default. The Borrower shall give the Administration prompt telephonic notice by contacting the Director of the Administration, followed by prompt written confirmation, of the occurrence of any event referred to in Section 4.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 4.03. Remedies on Default. Whenever any Event of Default referred to in Section 4.01 hereof shall have happened and be continuing, the Administration shall have the right to take one or more of the following remedial steps:

(a) declare all amounts due hereunder (including, without limitation, payments under the Note) to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) take whatever other action at law or in equity that may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

Section 4.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Administration the reasonable fees and expenses of attorneys and the Trustee and other reasonable expenses incurred in the collection of any sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon an Event of Default.

Section 4.05. Application of Monies. Any monies collected by the Administration pursuant to Section 4.03 hereof shall be applied (a) first, to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 4.04 hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

Section 4.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Administration is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Administration to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing, unless expressly stated otherwise herein. Any such communication shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on Exhibit B attached hereto and to the Administration at Maryland Water Quality Financing Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1718, Attention: Director.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Administration and the Borrower and their respective successors and assigns.

Section 5.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 5.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 5.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.07. Further Assurances. The Borrower shall, at the request of the Administration, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements, certificates and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement and the Note.

Section 5.08. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Loan. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

Section 5.09. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only if and to the extent permitted by the Indenture and only by an instrument in writing jointly executed by the Administration and the Borrower.

Section 5.10. Disclaimer of Relationships. The Borrower acknowledges that the obligation of the Administration is limited to making the Loan in the manner and on the terms set forth in this Agreement. Nothing in this Agreement and no act of either the Administration or of the Borrower shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Borrower and the Administration.

Section 5.11. Effective Date. The effective date of this Agreement shall be the date of the Administration's execution.

Section 5.12. Term of this Agreement. Unless sooner terminated pursuant to Article IV of this Agreement, or by the mutual consent of the Borrower and the Administration, this Agreement shall continue and remain in full force and effect until the Loan, together with interest and all other sums due and owing in connection with this Agreement or the Loan, have been paid in full to the satisfaction of the Administration. Upon payment in full of the Loan together with interest and all other sums due and owing in connection with this Agreement or the Loan from any source whatsoever, this Agreement shall be terminated.

Section 5.13. Delegation Not to Relieve Obligations. The delegation by the Borrower of the planning, construction or carrying out of the Project shall not relieve the Borrower of any obligations under this Agreement and any other documents executed in connection with the Loan.

Section 5.14. Additional Terms. This Agreement shall also be subject to the additional terms, if any, set forth in Exhibit A hereto. The terms, if any, set forth in Exhibit A shall be deemed to be a part of this Agreement as if set forth in full herein. In the case of any conflict between the terms set forth in Exhibit A and any term of this Agreement, the terms set forth in Exhibit A shall be controlling.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

(SEAL)

WITNESS:

_____
Name:
Title:

LENDER:

MARYLAND WATER QUALITY FINANCING ADMINISTRATION

By: _____
Name:
Title:

(SEAL)

ATTEST:

_____
Name:
Title:

BORROWER:

_____

By: _____
Name:
Title:

Approved for form and legal sufficiency

this ____ day of _____, 2018

_____
Name:
Local Attorney for Borrower

Approved for form and legal sufficiency

this ____ day of _____, 2018

_____
Name:
Assistant Attorney General

EXHIBIT A
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 North Liberty Street
Cumberland, MD 21502
Attention: The Honorable Brian K. Grim, Mayor

Project Name: Willowbrook Road 12" Waterline Replacement

CONDITIONS TO INITIAL ADVANCE UNDER SECTION 3.03(b)(vi) OF LOAN AGREEMENT:

NONE

ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT:

The provisions of this Exhibit A shall be deemed to be a part of the foregoing Agreement as if set forth in full therein. In the case of any conflict between this Exhibit A and any provision thereof, the provisions of this Exhibit A shall be controlling, notwithstanding any other provisions contained in the Agreement.

1. The first regularly scheduled payment of interest on the Loan shall be due on February 1, 2019.

2. The Borrower agrees to comply with the Davis-Bacon Act requirements of Section 1450(e) of the Safe Drinking Water Act for the entirety of construction contract costs of the Project, and shall include specific language regarding compliance in its contracts and subcontracts.

3. The Borrower agrees to comply with the Use of American Iron and Steel requirement of federal law, which provides that all of the iron and steel products used in the Project are produced in the United States, unless a waiver is granted.

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EXHIBIT A
to Loan Agreement

Borrower Name:	Mayor and City Council of Cumberland
Address:	57 North Liberty Street Cumberland, MD 21502
Attention:	The Honorable Brian K. Grim, Mayor
Project Name:	Willowbrook Road 12" Waterline Replacement

ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT (CONT.):

4. The Borrower agrees to comply with EPA's Final Financial Assistance Conflict of Interest Policy, and report any instances of actual or potential conflicts of interest in the award, administration, or monitoring of subawards arising from procurements or other actions. Any conflicts of interest must be immediately disclosed to the Administration within 30 days of discovery for further guidance. The EPA's Final Financial Assistance Conflict of Interest Policy is found at: https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy

5. If this Project is financed with the use of federal funds under CFDA # 66.468, the Borrower may be subject to a single audit to be undertaken by an independent auditor in accordance with uniform administrative requirements, cost principles, and audit requirements for federal awards, 2 C.F.R. § 200.501 (see generally, Subpart F – Audit Requirements of 2 C.F.R. Part 200). The Borrower hereby agrees to obtain such single audit, if required by the Single Audit Act.

DRAFT

EXHIBIT B
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 North Liberty Street
Cumberland, MD 21502
Attention: The Honorable Brian K. Grim, Mayor

Project Name: Willowbrook Road 12" Waterline Replacement

DESCRIPTION OF THE LOAN

(1) Project Name(s): Willowbrook Road 12" Waterline Replacement

(2) Maximum Principal Amount of Loan Commitment: $562,500

(3) Rate of Interest: TBD% (*Based upon 25% of the November, 2018 average of the Bond Buyer 11-Bond Index*)

(4) Amortization Schedule:

(a) 30 years
$1,000 Mini Principal Payment Date: N/A
Date of First of 30 Amortizing Principal Payments: February 1, 2020

(b) Level Principal ____; or
Level Debt Service X ; or
Other ____

(5) Annual Administrative Fee: $ TBD, beginning August 1, 2019.

(6) Estimated Completion Date of Project(s): February, 2019

(7) Default Rate: TBD% (*Based upon the November, 2018 average of the Bond Buyer 11-Bond Index.*)

(8) Description of Project:
This project involves the replacement and lining of sections of an existing 12" iron water line that runs from a 36" transmission line on Willowbrook Road in the City of Cumberland, Allegany County. The waterline is currently corroding from the outside and causing frequent main breaks and service interruptions. This project includes line and gate value replacements and line repair. The project is expected to improve the system reliability to consistently provide safe and adequate water supply.

(9) Address for Borrower's Office(s) Where Books and Records Are Kept, if different from address printed above: 20 Bedford Street, Cumberland MD 21502

DRAFT

EXHIBIT C
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 North Liberty Street
Cumberland, MD 21502
Attention: The Honorable Brian K. Grim, Mayor

Project Name: Willowbrook Road 12" Waterline Replacement

PROJECT BUDGET

Breakdown of Eligible Project Costs:

A. Portion of Eligible Project Costs to be directly financed:

Description	Allocated Amount of Loan*
Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/ inspection fees and contingencies	
Subtotal Loan:	$ 467,037

B. Portion of Eligible Project Costs for which Borrower will be reimbursed at closing, which the Borrower hereby certifies were paid or incurred prior to the date of the Agreement, in anticipation of being reimbursed through a loan from the Administration (and subject to compliance with Sections 2.02(l) and 3.03(a) of the Agreement):

Description	Allocated Amount of Loan
Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/ inspection fees and contingencies	
Total Reimbursement at Closing:	$ 95,463
Total Loan:	$ 562,500

DRAFT

EXHIBIT C
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 North Liberty Street
Cumberland, MD 21502
Attention: The Honorable Brian K. Grim, Mayor

Project Name: Willowbrook Road 12" Waterline Replacement

C. Construction Cash Draw Schedule*

Federal Quarter	Cash Disbursements*
FFY 19 Q1 (Oct 18 – Dec 18)	$ 95,463
FFY 19 Q2 (Jan 19 – Mar 19)	$ 410,790
FFY 19 Q3 (Apr 19 – June 19)	$ 56,247
Total Disbursements:	$ 562,500

* SUBJECT TO CHANGE WITH CONSENT OF THE ADMINISTRATION IN ITS DISCRETION UNDER SECTION 2.02(d) OF THIS AGREEMENT

DRAFT

EXHIBIT D
to Loan Agreement

OPINION OF BORROWER'S COUNSEL

[LETTERHEAD OF COUNSEL TO BORROWER]

[CLOSING DATE]

Maryland Water Quality
Financing Administration
1800 Washington Blvd.
Baltimore, Maryland 21230-1718

Ladies and Gentlemen:

We are counsel to [NAME OF BORROWER], a [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower") in connection with the loan (the "Loan") by Maryland Water Quality Financing Administration (the "Administration") to the Borrower of funds to finance all or a portion of the costs of a project (the "Project") described in Exhibit B to the Drinking Water Loan Agreement dated as of _____, 2018 (the "Agreement") by and between the Administration and the Borrower.

In this connection, we have reviewed such records, certificates, and other documents as we have considered necessary or appropriate for the purposes of this opinion, including, without limitation, the Agreement and the Borrower's $ Drinking Water Bond, Series 2018, dated _____, 2018 (the "Note"). The Agreement and the Note are referred to herein collectively as the "Loan Documents". Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a validly created and existing [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland, possessing authority to acquire, construct and operate the Project and to enter into the Loan Documents and perform its obligations thereunder.

(b) The Borrower has duly authorized, executed and delivered the Loan Documents and, assuming due authorization, execution and delivery of the Agreement by the Administration, the Loan Documents constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

(c) The Note is a general obligation of the Borrower to which its full faith and credit is pledged payable, if and to the extent not paid from other sources as described in the Agreement, from ad valorem taxes, unlimited as to rate and amount, which the Borrower is empowered to levy on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation by the Borrower.

(d) The Loan Documents and the enforceability thereof are subject to bankruptcy, insolvency, moratorium, reorganization and other state and federal laws affecting the enforcement of creditors' rights and to general principles of equity.

(e) To the best of our knowledge after reasonable investigation, the Borrower has all necessary licenses, approvals and permits required to date under federal, state and local law to own, construct and acquire the Project.

(f) Neither the execution and delivery of the Loan Documents, nor the consummation of the transactions contemplated thereby, nor the acquisition and construction of the Project, nor the fulfillment of or compliance with the terms and conditions of the Loan Documents, conflicts with or results in a breach of or default under any of the terms, conditions or provisions of the charter or laws governing the Borrower (including any limit on indebtedness) or, to the best of our knowledge after reasonable investigation, any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or by which the Borrower or its properties are otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Documents.

(g) To the best of our knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court, governmental agency or public board or body pending or threatened against or affecting the Borrower that, if adversely determined, would materially affect the ability of the Borrower to perform its obligations under the Loan Documents, which has not been disclosed in writing to the Administration.

We hereby authorize Bond Counsel to the Administration to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 North Liberty Street
Cumberland, MD 21502
Attention: The Honorable Brian K. Grim, Mayor

Project Name: Willowbrook Road 12" Waterline Replacement

DESCRIPTION OF DEDICATED REVENUES*

Water user charges, including any and all fees for use of the public water system or connection to it.

* The identification of the dedicated source or sources of revenues above is intended to specify a source or sources of revenues available in sufficient amount to provide for the payment of the costs of operating and maintaining the Project as well as the payment of the costs of debt service of any borrowing incurred to finance the Project. The specification of a dedicated source or sources of revenues above is not intended to constitute an undertaking by the Borrower to pledge, segregate or otherwise set aside any specific funds of the Borrower with the expectation that such funds would be used to pay the debt service on the Loan.

DRAFT

EXHIBIT F
to Loan Agreement

$[MAX. AMT.] R-1

REGISTERED

UNITED STATES OF AMERICA
STATE OF MARYLAND

[NAME OF BORROWER]
DRINKING WATER BOND, SERIES 2018
Dated _____, 2018

PAYMENTS OF PRINCIPAL AND INTEREST ON THIS BOND ARE MADE BY CHECK, DRAFT OR ELECTRONIC FUNDS TRANSFER TO THE REGISTERED OWNER AND IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER ALL OR ANY PART OF THE PRINCIPAL OF OR INTEREST ON THIS BOND HAS BEEN PAID.

REGISTERED OWNER: Maryland Water Quality Financing Administration

_____, a [body politic and corporate] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower"), hereby acknowledges itself obligated to pay to the Registered Owner shown above, the principal amount of $____ (the "Maximum Principal Amount") or so much thereof as shall have been advanced from time to time under the terms of the Drinking Water Loan Agreement dated as of _____, 2018 (the "Loan Agreement") by and between the Borrower and the Maryland Water Quality Financing Administration (the "Administration"), plus interest on the unpaid principal advanced under the terms of the Loan Agreement at the rate of _____ per centum (___%) per annum.

The principal advanced under the Loan Agreement shall be paid in installments on the dates and in the amounts as set forth in the following schedule, as such schedule may be amended in accordance with the terms hereof:

Due [February 1]	Principal Amount	Due [February 1]	Principal Amount
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	

If the Administration determines at any time to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount shall be reduced accordingly and the Maximum Principal Amount as so reduced shall be amortized in accordance with Section 3.08 of the Loan Agreement. The Administration shall deliver, and the Borrower shall acknowledge in writing, a certificate setting forth such reamortized payment schedule, which shall be attached hereto and shall replace and supersede for all purposes the foregoing payment schedule. Any such reduction shall not affect the obligation of the Borrower to pay the principal of and interest on this bond as and when the same shall become due.

Notwithstanding the foregoing, all outstanding unpaid principal amounts advanced under the Loan Agreement, if not previously due hereunder, shall be due on that date which is [20] years after the date of completion of the Project (as defined in the Loan Agreement), as certified by the Borrower to the Administration pursuant to Section 2.02(d) of the Loan Agreement.

Interest due on the unpaid principal amounts advanced under the Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the date of the respective advances of such principal amount, and shall be paid on _____, 20__, and semiannually thereafter on the 1st day of _____ and _____ in each year until the principal amount hereof has been paid.

This bond is subject to (i) a late charge for any payment of principal or interest that is received later than the tenth day following its due date and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate (as defined in the Loan Agreement) in accordance with Section 3.04(b) of the Loan Agreement. Interest at the Default Rate shall accrue on the basis of a 30-day month, 360-day year.

This bond is subject to prepayment only in accordance with Section 3.10 of the Loan Agreement.

Both the principal of and interest on this bond will be paid to the registered owner in lawful money of the United States of America, at the time of payment, and will be paid by electronic

funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by a notice in writing delivered to the [INSERT BORROWER'S AUTHORIZED OFFICER].

This bond is issued pursuant to and in full conformity with the provisions of [INSERT BORROWER'S LOCAL ACT(S)] and the Maryland Water Quality Financing Administration Act (codified as Sections 9-1601 to 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland, as amended), and by virtue of due proceedings had and taken by the Borrower, particularly [AN ORDINANCE AND OR A RESOLUTION] (numbered ___) [INSERT BORROWER'S AUTHORIZING ORDINANCE OR RESOLUTION] (collectively, the "Resolution") adopted by Borrower.

This bond, together with the Loan Agreement, evidences the Loan (as defined in the Loan Agreement) to the Borrower from the Maryland Water Quality Financing Administration. In accordance with the Loan Agreement, the principal amount of the Loan, being the amount denominated as principal under this bond, is subject to reduction or adjustment by the Administration in accordance with the Loan Agreement.

The full faith and credit and unlimited taxing power of the Borrower are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond according to its terms, and the Borrower does hereby covenant and agree to pay the principal of and interest on this bond at the dates and in the manner prescribed herein.

This bond is transferable only after the first principal payment date as set forth above or the date upon which the Maximum Principal Amount has been borrowed, whichever is earlier, upon the books of the Borrower at the office of the [INSERT BORROWER'S AUTHORIZED OFFICERS] 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 satisfactory to the [INSERT BORROWER'S AUTHORIZED OFFICER], duly executed by the registered owner or his duly authorized attorney. The Borrower shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds, in such denominations as the Borrower shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered and with the same maturities and interest rate. If more than one bond is issued upon any such transfer, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on each payment date multiplied by a fraction, the numerator of which shall be the principal amount of such bond and the denominator of which shall be the aggregate principal amount of bonds then outstanding and unpaid. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The Borrower may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland and the Resolution to exist, to have happened or

to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issuance of this bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, this bond has been executed by the manual signature of the [INSERT AUTHORIZED OFFICERS] and the seal of the Borrower has been affixed hereto, attested by the manual signature of the [INSERT AUTHORIZED OFFICER], all as of the __ day of ____, 2018.

(SEAL)

ATTEST:

[NAME OF BORROWER]

_____ By: _____

[AUTHORIZED OFFICER] [AUTHORIZED OFFICER]

Regular Council Agenda
December 4, 2018

Description

Resolution *(1 reading only)* - authorizing the sale and issuance of a series of General Obligation Bonds in an amount not to exceed $562,500 to be designated "Mayor and City Council of Cumberland Drinking Water Bond, Series 2018," to be used for the public purpose of financing or reimbursing costs of the "Willowbrook Road Waterline Replacement Project"

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:** December 4, 2018

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

THAT, the proposal from Belt Paving, Inc., 11521 Milnor Avenue, Cumberland, Maryland, 21502 for the "Mechanic Street Access Road Improvements" project (13-14-M) to provide improvements along Mechanic Street, north of Bedford Street and Interstate 68, including portions of Bedford and Baltimore Streets, be and is hereby accepted in the estimated unit price amount of One Million, Eight Hundred Eight Thousand, Eight Hundred Fifty-nine Dollars and Fifty Cents ($1,808,859.50); and

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

_____

Brian K. Grim, Mayor

Source of Funding:

ARC Funding $444,163.72
City Bond $801,038.73
CDBG $563,657.05

Certified Bid Tabulation

PROJECT INFORMATION	
Project Title:	Mechanic Street Access Road Improvement Project
Project Description:	Mechanic Street (North of Bedford St to I68), Portion of Bedford and Baltimore Sts.
City Project No.:	13-14-M
State Contract No.:	AI492ZM
FAP No.:	APL-3(489)N
Length of Contract:	240 Calendar Days

ENGINEER'S ESTIMATE	
Prepared By:	The EADS Group, Inc
te of Estima	April 18, 2018

BID OPENING	
ate and Tim	October 17, 2018 2:30PM
Location:	Council Chambers, City Hall, Cumberland, MD 21502

BIDDER(S) ADDRESSES
Belt Paving, Inc
11521 Milnor Avenue
Cumberland, MD 21501-1002

ITEM NO.	CODE	DESCRIPTION OF ITEM	UNITS	QTY	ENGINEERS ESTIMATE 4/18/2018 UNIT PRICE	ENGINEERS ESTIMATE 4/18/2018 AMOUNT	BIDDER(S) Belt Paving, Inc. UNIT PRICE	BIDDER(S) Belt Paving, Inc. AMOUNT
1001	130850	Mobilization	LS	1	$45,000.00	$45,000.00	$165,000.00	$165,000.00
1002	120500	Maintenance of Traffic	LS	1	$50,000.00	$50,000.00	$326,000.00	$326,000.00
1003	120625	Additional Temporary Traffic Signs (Contingent)	SF	100	$25.00	$2,500.00	$34.50	$3,450.00
1004	120820	Additional Drums for Maintenance of Traffic (Contingent)	EACH	25	$75.00	$1,875.00	$120.00	$3,000.00
1005	120743	Additional Type III Barricade for Maintenance of Traffic (Contingent)	EACH	10	$200.00	$2,000.00	$180.00	$1,800.00
1006	114280	Removal of Existing Pavement Line Markings, Any Width	LF	5350	$1.00	$5,350.00	$1.35	$7,222.50
1007	120562	Asphalt for Maintenance of Traffic	TONS	20	$90.00	$1,800.00	$85.00	$1,700.00
1008	114216	5 Inch Yellow Removable Pavement Marking Lines	LF	2500	$0.20	$500.00	$4.00	$10,000.00
1009	114221	5 Inch White Removable Pavement Marking Lines	LF	2850	$0.20	$570.00	$4.00	$11,400.00
1010	100000	Manhole Safety Ramps	EACH	20	$100.00	$2,000.00	$225.00	$4,500.00
1011	120784	Temporary Orange Construction Fence	LF	200	$4.00	$800.00	$12.50	$2,500.00
1012	120786	Remove and Reset Temporary Orange Construction Fence	LF	400	$2.00	$800.00	$6.25	$2,500.00
1013	120860	Portable Variable Message Sign	DAY	111	$100.00	$11,100.00	$110.00	$12,210.00
1014	130840	Construction Stakeout	LS	1	$17,500.00	$17,500.00	$25,000.00	$25,000.00
1015	100000	ADA-Compliant Pedestrian Barricade	LF	200	$10.00	$2,000.00	$60.00	$12,000.00
2001	201030	Class 1 Excavation	CY	496	$30.00	$14,880.00	$91.00	$45,136.00
2002	201031	Class 1-A Excavation (Contingent)	CY	10	$35.00	$350.00	$136.00	$1,360.00
2003	201040	Geosynthetic Stabilized Subgrade Using Graded Aggregate Base (Contingent)	CY	400	$70.00	$28,000.00	$126.00	$50,400.00
2004	200000	Geotextile for Base Stabilization	SY	1069	$5.00	$5,345.00	$8.00	$8,552.00
2005	203030	Test Pit Excavation	CY	30	$100.00	$3,000.00	$185.00	$5,550.00
2006	210026	Removal of Existing Sidewalk	CY	4	$150.00	$600.00	$800.00	$3,200.00
3001	301010	Class 3 Excavation for Incidental Construction (Contingent)	CY	10	$35.00	$350.00	$320.00	$3,200.00
3002	340012	12 Inch High Density Polyethylene Pipe	LF	34	$150.00	$5,100.00	$270.00	$9,180.00
3003	372120	Single WR Inlet - Minimum Depth	EACH	2	$4,000.00	$8,000.00	$7,400.00	$14,800.00
3004	372121	Single WR Inlet - Vertical Depth (Contingent)	LF	5	$500.00	$2,500.00	$270.00	$1,350.00
3005	372122	Standard WR Inlet - Minimum Depth	EACH	2	$7,500.00	$15,000.00	$9,400.00	$18,800.00
3006	372123	Standard WR Inlet - Vertical Depth (Contingent)	LF	10	$500.00	$5,000.00	$360.00	$3,600.00
3007	300000	Remove and Reset Frame and Grate	EACH	1	$750.00	$750.00	$1,100.00	$1,100.00
3008	380910	Furnish and Install New Manhole Frame and Cover - 4" Frame Type D	SET	56	$1,050.00	$58,800.00	$1,500.00	$84,000.00
3009	380900	Furnish and Install New Manhole Frame and Cover - 9" Frame Type A (Contingent)	SET	2	$1,100.00	$2,200.00	$2,000.00	$4,000.00
3010	300000	Furnish and Install Curb Head	EACH	2	$1,250.00	$2,500.00	$1,475.00	$2,950.00
3011	301312	Brick Masonry For Miscellaneous Structures	EACH	700	$4.25	$2,975.00	$20.50	$14,350.00
3012	301322	Clean Existing Inlets	EACH	16	$250.00	$4,000.00	$630.00	$10,080.00
3013	387104	4 Inch Perforated Circular Pipe Underdrain	LF	258	$30.00	$7,740.00	$100.00	$25,800.00
3014	300000	Rain Leader (Contingent)	LF	20	$30.00	$600.00	$126.00	$2,520.00
3015	388066	Inlet Protection	EACH	20	$200.00	$4,000.00	$500.00	$10,000.00
5001	524520	6 Inch Crusher Run Aggregate CR-6	SY	1285	$10.00	$12,850.00	$28.00	$35,980.00
5002	530165	Milling Asphalt Pavement, 2 Inch to 4 Inch	SY	10524	$3.50	$36,834.00	$5.20	$54,724.80
5003	500000	Continuous Paving Fabric	SY	10524	$4.00	$42,096.00	$4.00	$42,096.00
5004	504530	Superpave Asphalt Mix 12.5mm for Surface, PG 64S-22, Level 2 (2" Depth)	TONS	1162	$90.00	$104,580.00	$115.10	$133,746.20
5005	504518	Superpave Asphalt Mix 9.5mm for Wedge/Level, PG 64S-22, Level 2 (1/2" Depth Nominal)	TONS	290	$105.00	$30,450.00	$140.00	$40,600.00
5006	504560	Superpave Asphalt Mix 19.0mm for Base, PG 64S-22, Level 2 (8" Depth)	TONS	550	$100.00	$55,000.00	$159.00	$87,450.00
5007	504564	Superpave Asphalt Mix 19.0mm for Full-Depth Patch, PG 64S-22, Level 2 (8" Depth) (Contingent)	TONS	50	$100.00	$5,000.00	$179.00	$8,950.00
5008	571205	Removal of Unsuitable Material and Refill (Contingent)	CY	10	$850.00	$8,500.00	$450.00	$4,500.00

ITEM NO.	CODE	DESCRIPTION OF ITEM	UNITS	QTY	ENGINEERS ESTIMATE 4/18/2018 UNIT PRICE	ENGINEERS ESTIMATE 4/18/2018 AMOUNT	BIDDER(S) Belt Paving, Inc. UNIT PRICE	BIDDER(S) Belt Paving, Inc. AMOUNT
5009	561118	8 Inch Portland Cement Concrete Pavement for Driveway Mix 9 Including Reinforcement	SY	237	$65.00	$15,405.00	$315.00	$74,655.00
5010	549003	5 Inch Yellow Pavement Marking Paint Lines	LF	2259	$0.75	$1,694.25	$0.30	$677.70
5011	549001	5 Inch White Pavement Marking Paint Lines	LF	1590	$0.75	$1,192.50	$0.30	$477.00
5012	549601	5 Inch White Preformed Thermoplastic Pavement Marking Lines	LF	291	$5.00	$1,455.00	$5.00	$1,455.00
5013	500000	8 Inch White Preformed Thermoplastic Pavement Marking Lines	LF	70	$8.00	$560.00	$7.00	$490.00
5014	549617	24 Inch White Preformed Thermoplastic Pavement Marking Lines	LF	1103	$20.00	$22,060.00	$23.50	$25,920.50
5015	500000	White Preformed Thermoplastic Pavement Marking Legends and Symbols "Right Arrow"	EACH	6	$275.00	$1,650.00	$250.00	$1,500.00
5016	500000	White Preformed Thermoplastic Pavement Marking Legends and Symbols "Left Arrow"	EACH	6	$275.00	$1,650.00	$250.00	$1,500.00
5017	500000	White Preformed Thermoplastic Pavement Marking Legends and Symbols "Thru Arrow"	EACH	6	$275.00	$1,650.00	$250.00	$1,500.00
5018	500000	White Preformed Thermoplastic Pavement Symbol "Handicap Parking"	EACH	1	$500.00	$500.00	$355.00	$355.00
5019	549624	Shared Bike Lane Preformed Thermoplastic Pavement Marking	EACH	2	$550.00	$1,100.00	$330.00	$660.00
5020	500000	24 Inch Green Contrast Bike Lane Heat Applied Thermoplastic Pavement Marking Lines	LF	72	$28.00	$2,016.00	$27.00	$1,944.00
6001	634101	Standard Type A Curb 8 Inch X 16 Inch	LF	409	$70.00	$28,630.00	$116.00	$47,444.00
6002	634301	Standard Type A Combination Curb and Gutter 12 Inch Gutter Pan 8 Inch Depth	LF	276	$75.00	$20,700.00	$115.00	$31,740.00
6003	634312	Standard Type A Combination Curb and Gutter 18 Inch Gutter Pan 8 Inch Depth	LF	327	$85.00	$27,795.00	$122.00	$39,894.00
6004	600000	Standard Type C Combination Curb and Gutter 18 Inch Gutter Pan 8 Inch Depth	LF	103	$80.00	$8,240.00	$126.00	$12,978.00
6005	634146	Standard Type D Curb 8 Inch x 14 Inch	LF	9	$65.00	$585.00	$165.00	$1,485.00
6006	655115	5 Inch Reinforced Concrete Sidewalk	SF	6409	$15.00	$96,135.00	$27.70	$177,529.30
6007	655120	Detectable Warning Surface for Curb Ramps	SF	252	$55.00	$13,860.00	$61.00	$15,372.00
6008	301315	Mix 3 Concrete for Miscellaneous Structures	CY	3	$800.00	$2,400.00	$1,965.00	$5,895.00
6009	657182	Furnish and Install Edge Protection Railing	LF	12	$75.00	$900.00	$330.00	$3,960.00
6010	670210	Post Mounted Flexible Delineator	EACH	22	$100.00	$2,200.00	$71.00	$1,562.00
7001	704345	Placing Furnished Topsoil 4 Inch Depth	SY	19	$10.00	$190.00	$22.00	$418.00
7002	705500	Turfgrass Establishment	SY	19	$5.00	$95.00	$22.00	$418.00
8001	801130	Square Perforated Tubular Steel Sign Posts	EACH	36	$165.00	$5,940.00	$290.00	$10,440.00
8002	801605	Sheet Aluminum Signs	SF	275	$25.00	$6,875.00	$42.50	$11,687.50
8003	801605	Street Name Signs	EACH	10	$100.00	$1,000.00	$300.00	$3,000.00
8004	800000	Remove and Reset Sign	EACH	6	$25.00	$150.00	$425.00	$2,550.00
8005	812107	Adjust Water Valve Box (Contingent)	EACH	6	$300.00	$1,800.00	$255.00	$1,530.00
8006	800000	Replace Water Valve Box and Cover (Contingent)	EACH	3	$500.00	$1,500.00	$855.00	$2,565.00
8007	800000	As-built drawings for CITY (on CADD)	LS	1	$5,000.00	$5,000.00	$11,000.00	$11,000.00
					TOTAL ESTIMATE	$885,722.75	TOTAL BID	$1,808,859.50

I hereby certify that this Bid Tabulation was prepared from the Proposal Forms for the City of Cumberland, Mechanic Street Access Road Improvement Project were received, opened and read aloud on October 17, 2018 at 2:30 P.M., prevailing time is true and correct.

Andrew M. Fedorko, P.E. Certified by: Andrew M. Fedorko

The EADS Group, Inc.

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

Robert Smith, P.E. Certified by: Robert Smith

City Engineer

CITY OF CUMBERLAND
57 N. Liberty Street
Allegany County, Cumberland, Maryland 21502

Mechanic Street Access Road Improvement Project

BID REPORT
AND
BID TABULATION

NOVEMBER 2018

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
ANDREW M. FEDORKO
ENGINEER
No 056038

Andrew M. Fedorko
11-29-18

Prepared by:

THE EADS GROUP
ENGINEERING ARCHITECTURE and DESIGN SERVICES

THE EADS GROUP, INC.
450 Aberdeen Drive
Somerset, PA 15501

CITY OF CUMBERLAND
Cumberland, Maryland

Mechanic Street Access Road Improvement Project
City Project No. 13-14-M/State Contract No. AL492ZM1/F.A. Project No. APL-3(489)N

BID TABULATION & REPORT
November 29, 2018

A. INTRODUCTION

Bids for the Mechanic Street Access Road Improvement Project, for City of Cumberland were opened at 2:00 P.M., Prevailing Time, on October 17, 2018. This Report is presented as our review and recommendation for award of this Contract.

B. BID OPENING RESULTS

One (1) contractor, Belt Paving, Inc. submitted a bid for the Mechanic Street Access Road Improvement Project; refer to the attached Bid Tabulation for a complete assessment of their bid. The Total Bid amount from Belt Paving, Inc. was for $1,808,859.50. The required bid forms as indicated in the Contract Documents were received from Belt Paving, Inc.

C. RECOMMENDATION

One bidder provided a bid for this project and the City has the right to reject this bidder's bid and re-bid the project to obtain competitive bids. However, to rebid the project will result in additional costs for advertising, reproduction of bid documents, and an extension of the timeline to complete the project without guarantee of additional bidders' participation. Therefore, rebidding the project is not recommended.

Belt Paving, Inc. provided a total bid that exceeded the original cost estimate to complete the project. Upon review and evaluation, the prices submitted from Belt Paving, Inc. appear reasonable and responsive. Belt Paving, Inc. has satisfactorily performed work similar to this Contract for the City. We have contacted the Bidder and they are confident with their price. We recommend awarding City Project No. 13-14-M, State Contract No. AL492ZM1, F.A. Project No. APL-3(489)N in the amount of the $1,808,859.50 to Belt Paving, Inc.

Respectfully submitted,
THE EADS GROUP, INC. (Somerset)

Andrew M. Fedorko

By: Andrew M. Fedorko, P.E.

AMF/cmr

cc: City of Cumberland
File

Regular Council Agenda
December 4, 2018

Description

Order accepting the proposal from Belt Paving, Inc. for the Mechanic Street Access Road Improvements Project (13-14-M) in the estimated unit price amount of $1,808,859.50 and rejecting all other bids

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award this project to Belt Paving, Inc. The project is for improvements along Mechanic Street (North of Bedford Street to I-68) including portions of Bedford and Baltimore Streets. One bid was received in the estimated unit price amount of $1,808,859.50 from Belt Paving, Inc. This work will include sidewalk, ADA upgrades, and milling and overlaying of the road surface. The Engineer of Record, The EADS Group, made recommendation to the City of Cumberland Engineering Department to award this project to Belt Paving, Inc. as a successful responsive bid and that recommendation is attached. The award is contingent upon Federal Aid approval.

☑ Budgeted

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

Value of Award (if applicable)

$1,808,859.50

Source of Funding (if applicable)

ARC Funding $444,163.72
City Bond $801,038.73
CDBG $563,657.05

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** December 4, 2018

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

THAT, the City Engineer be and is hereby authorized to execute a Cost Sharing Agreement with the MD Department of Transportation, State Highway Administration for the use of SHA Open-End Consulting for construction inspection services related to the Mechanic Street Access Road Improvement Project (City Project 13-14-M) for the estimated amount of One Hundred Seven Thousand, Four Hundred Sixty-Three Dollars ($107,463).

_____

Brian K. Grim, Mayor

Funding: ARC for Mechanic Street Project

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others

Description of work: Use of SHA Open-End Consultant for Construction Inspection Services
Contract No. AL492ZM1
F.A.P. No. APL-3(489)N
Mechanic Street Access Road Improvement Project

1. I, Robert Smith (Name) City Engineer (Title) 11/29/18 (Date),

being authorized to act on behalf of: City of Cumberland Engineering Division
Name of Local Government or Other Party

Billing address: 57 N. Liberty Street
Cumberland, MD 21502

do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration: (check one)

   a. ( ) Manage the entire project.
   b. (X) Provide services as described above or in the supplemental Attachment A.

3. A written agreement exists between the State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4*a.* or 4*b.*)

   Date of Agreement: _____
   or
   Date of Master Agreement: _____ .
   and
   Date of Supplemental Letter: _____.

4. The total estimated cost of this project is $107,463.00, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, which will be invoiced at (check one)

   a. (X) 100 % of the total actual cost of this project, not to exceed the estimated total cost by more than 15% without prior notification and agreement
   or
   b. ( ) not to exceed $_____.

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:

   - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.

6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):

   a. (X) By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.

   b. ( ) By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of SHA's progress billings

7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.

8. Counties and Municipalities will be billed as follows:

   - A project / local share which does not exceed $60,000 will be billed quarterly
   - A project / local share which exceeds $60,000 will be billed monthly.

9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.

10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Authorized Representative of Requesting Organization	11/29/18 Date	District Engineer	Date

November 29, 2018

Contract No. AL492ZM1
F.A.P. No. APL-3(489)N
Mechanic Street Access Road Improvement Project

Inspection Cost Estimate
8-Month Contract Duration
244 Calendar Days ÷ 7 = 35 weeks
35 weeks x 5 days per week = 175 work days

Labor - Straight Time

Consultant Transportation Engineering Technician 4

TET 4 @ $26.12 + 133.15% Overhead = $60.90 per hour

$60.90 x 8 hours x 175 work days = **$85,260.00**

Labor - Overtime

$60.90 per hour x 1.50 = $91.35 per hour

$91.35 per hour x 88 work days x 2 hours = **$16,078.00**

Expenses (Mileage)

$35.00 / day x 175 work days = **$ 6,125.00**

TOTAL **$107,463.00**

Regular Council Agenda
December 4, 2018

Description

Order authorizing execution of a Cost Sharing Agreement with the Maryland Department of Transportation, State Highway Administration for the use of SHA Open-End Consultant for construction inspection services related to the Mechanic Street Access Road Improvement Project (City Project 13-14-M) for the estimated amount of $107,463

Approval, Acceptance / Recommendation

It is this department's recommendation for the M&CC to accept the cost share agreement that was executed by City Engineer for Inspection Services for the Mechanic Access Road Project City Project 13-14-M. This agreement will allow for an inspector for the day to day operations of the project for the full duration of the project. The City will pay an estimated amount of $107,463.00 for the inspection services.

☑ Budgeted

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

Value of Award (if applicable)

$107,463.00

Source of Funding (if applicable)

ARC Funding for Mechanic Street

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** December 04, 2018

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

THAT, the following individuals be and are hereby appointed or reappointed to City boards and commissions as follows:

Board/Commission	Member	Seat	Term
Administrative Appeals Board	Eric Bean	Seat 2	12/1/18 – 12/1/21
	Steven Hartsock, PhD	Seat 5	12/1/18 – 12/1/21
Downtown Dev. Comm.	Larry Jackson	Seat 1 – Primary	12/1/18 – 12/1/21
	Sandi Saville	Seat 2 – Primary	12/1/18 – 12/1/21
	Doug Schwab	Seat 4 – Primary	12/1/18 – 12/1/21
	Daniel Taylor-Neumann	Seat 5 – Primary	12/1/18 – 12/1/21
	Ed Huber	Seat 1 - Secondary	12/1/18 – 12/1/21
Human Relations Comm.	Robert Godfrey	Seat 1	12/1/18 – 12/1/21
	Melissa Jack	Seat 2	12/1/18 – 12/1/21
	Duane Boyd	Seat 3	12/1/18 – 12/1/21
	Richard Kerms	Seat 5	12/1/18 – 12/1/21
Planning and Zoning Comm.	Vic Rezendes	Seat 2	12/1/18 – 12/1/23
	Alley Litten	Seat 5	12/1/18 – 12/1/23
Shade Tree Commission	J. Christine Bridges	Seat 1	12/1/18 – 12/1/22

_____

Brian K. Grim, Mayor

Regular Council Agenda
December 4, 2018

Description

Order appointing or reappointing various individuals to the Administrative Appeals Board, Downtown Development Commission, Human Relations Commission, Planning and Zoning Commission, and Shade Tree Commission

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:** December 4, 2018

WHEREAS, the Mayor and City Council of Cumberland have determined that the proposed project to develop a skateboard park at Constitution Park is no longer a viable effort; and

WHEREAS, the Mayor and City Council have accepted the Parks and Recreation Board's recommendation to support the creation of a Sound Garden at Constitution Park in replacement of the effort to develop a skateboard park;

NOW, THEREFORE, BE IT ORDERED, that the funds previously allocated to the Community Trust Foundation to support the development of a skateboard park at Constitution Park, per Order No. 26,082, dated January 3, 2017, be and are hereby reallocated to the development of a Sound Garden in Constitution Park; and

BE IT FURTHER ORDERED, that the Mayor and City Council do hereby authorize the draw-down of the accumulated funds in the Non-Endowed Restricted Fund Agreement by and between the Community Trust Foundation and the Mayor and City Council of Cumberland noted above to support the development of the Sound Garden.

_____

Brian K. Grim, Mayor

Regular Council Agenda
December 4, 2018

Description

Order acknowledging that the proposed project to develop a skateboard park in Constitution Park is no longer a viable project; accepting the Park and Recreation Board's recommendation to support the creation of a Sound Garden in Constitution Park in lieu of the skateboard park; authorizing that funds previously held by the Community Trust Foundation to support the skateboard park be reallocated to the Sound Garden; and authorizing the draw-down of those funds to support the development of the Sound Garden

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:** December 4, 2018

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

THAT, the Fire Chief be and is hereby authorized to accept a 2017 FEMA Assistance to Firefighters Grant to assist with the purchase of Fifty (50) sets of turnout gear for the Cumberland Fire Department in the amount of One Hundred Twenty-One Thousand, Five Hundred Dollars ($ 121,500.00); and

BE IT FURTHER ORDERED, that the bid of Fire Chasers Fire Equipment for Fifty (50) sets of turnout gear be and is hereby accepted in the amount of One Hundred Forty-Two Thousand, Five Hundred Dollars ($142,500.00), making the City share of the cost approximately Twenty-One Thousand Dollars ($21,000.00); and

BE IT FURTHER ORDERED, that the Fire Chief be and is hereby authorized to execute documentation necessary for the acceptance of these funds, including but not limited to a Memorandum of Understanding between the Potomac Fire Company No. 2 and the Cumberland Fire Department relative to the acceptance of these grant funds.

_____

Brian K. Grim, Mayor

Budgeted: 001.043.53100

Gmail by Google

Margie Woodring <margie.woodring@cumberlandmd.gov>

Regional Grant Award for Firefighter Turn-Out Gear

1 message

Julie Davis <julie.davis@cumberlandmd.gov> Thu, Nov 29, 2018 at 12:30 PM
To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>
Cc: Donald Dunn <donald.dunn@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Hello, Jeff and Ken.

The Cumberland Fire Department participated in a successful Allegany County Regional Grant Application under the 2017 FEMA Assistance to Firefighters Grant (AFG) for fifty (50) sets of firefighter turn-out gear. One set include 1 turn-coat, 1 turn-out pant, 2 Nomex hoods, 2 pairs of firefighting gloves, 1 pair of boots, and 1 set of goggles. Potomac Volunteer Fire Company hosted this grant application.

The AFG award includes 381 sets of T/O Gear for 12 participating fire companies county-wide @ $2,700 per set. Total project cost is $1,028,700.00. $935,182.00 (FEMA share 90%) and $93,518.00 (Local county fire departments' share 10%). **This includes 50 sets of T/O Gear for Cumberland Fire Department @ $2,700 per set, total $135,000.00. ($121,500.00 FEMA share 90% and $13,500.00 City share 10%).**

Fire Chasers Fire Equipment (V#:302123) was the successful bidder by the Allegany County Turn-Out Gear Committee. The total cost for this specified gear is $142,500.00 and the **City share is approximately $21,000.00.**

Please note this $21,000.00 cost is covered by our FY19 Fire Department Budget Line Item 001-043-53100, as we budget annually for replacement of several personal protective equipment items. This grant allows us to purchase **50 sets** of full complement turn-out gear at a cost that we would otherwise spend for approximately 7 to 8 sets of gear.

Attached please find copies of 1. the Award Letter to Potomac, 2. the Grant Application, 3. the MOU between Potomac Fire Company and the Cumberland Fire Department, and 4. the $19,750.00 pro-forma invoice.

Please advise if this needs to be placed on the M&CC Consent Agenda.

Thank you,
Julie

Julie A. Davis, Fire Administrative Officer
City of Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
Phone: 301.759.6485 Fax: 301.759.6494
Email: julie.davis@cumberlandmd.gov

SKM_C25818112912300.pdf
2425K

RECEIVED
NOV 2 8 2018
CUMBERLAND FIRE DEPT
OFFICE OF THE FIRE CHIEF

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. Robert Pattison
Potomac Fire Company Number 2, Incorporated
61 Main St.
Westernport, Maryland 21562-0326

Re: Award No.EMW-2017-FR-00105

Dear Mr. Pattison:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Assistance to Firefighters Grant has been approved in the amount of $935,182.00. As a condition of this award, you are required to contribute a cost match in the amount of $93,518.00 of non-Federal funds, or 10 percent of the Federal contribution of $935,182.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says Update 1199A in the Action column. Click this link. This link will take you to the SF-1199A, Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online.
If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

Bridget Bean
Acting Assistant Administrator for Grant Programs
Grant Programs Directorate

Summary Award Memo

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2017-FR-00105
GRANTEE: Potomac Fire Company Number 2, Incorporated
DUNS NUMBER: 019575054
AMOUNT: $1,028,700.00, Regional Request

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

02-AUG-18 to 01-AUG-19

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$1,028,700.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
State Taxes	$0.00
Total	$1,028,700.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)
If you have any questions about your award package, please contact your GPD Grants Management Specialist: Levenix Riddle at Levenix.Riddle@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Entire Application

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

AFG Application (General Questions and Narrative)

OMB No.: 1660-0054
Expiration Date: August, 31 2019

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 9 hours per response for FEMA Form 080-0-2 "AFG Application (General Questions and Narrative)". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

Applicant's Acknowledgements

* I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.

* As required per 2 CFR § 25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.

* I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).

* I certify that the applicant organization is aware that this application period is open from 12/26/2017 to 02/02/2018 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.

* I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf

* I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by **Bobby Pattison** on **2018-01-29 23:27:42.0**

Overview

* **Did you attend one of the workshops conducted by an AFG regional fire program specialist?**

No, I have not attended workshop

* **Did you participate in a webinar that was conducted by AFG?**

No

*** Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?**

No, I am a grant writer or otherwise not affiliated with this applicant

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section.
Fields marked with an * are required.

Preparer Information

Preparer's Name	Vickers Consulting Services Inc
Address 1	10601 Grant Road
Address 2	Suite 216
City	Houston
State	Texas
Zip	77070 - 4400 Need help for ZIP+4?

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a department officer or member of the organization who will see this grant through completion, including closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with the POC.

Primary Point of Contact

* Title	Assistant Fire Chief
Prefix (select one)	N/A
* First Name	Bobby
Middle Initial	
* Last Name	Pattison
* Primary Phone	301-359-3701 Ext. Type cell
* Secondary Phone	301-876-2682 Ext. Type home
Optional Phone	Type
Fax	
* Email	medic_bob@msn.com

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Contact Information

Alternate Contact Information Number 1

* Title	Chief
Prefix (select one)	N/A
* First Name	Tim
Middle Initial	
* Last Name	Dayton
* Primary Phone	301-359-3701 Ext. 2 Type work

* Secondary Phone	301-359-0070 Ext. Type cell
Optional Phone	Type
Fax	
* Email	tddayton@pennswoods.net

Alternate Contact Information Number 2

* Title	Deputy Fire Chief
Prefix (select one)	N/A
* First Name	William
Middle Initial	
* Last Name	Knight Jr.
* Primary Phone	301-359-3701 Ext. 3 Type work
* Secondary Phone	301-707-7404 Ext. Type cell
Optional Phone	Type
Fax	
* Email	co22@allconet.org

Applicant Information

EMW-2017-FR-00105
Originally submitted on 01/31/2018 by Robert Pattison (Userid: potomac22)

Contact Information:

Address: 61 Main St.
City: Westernport
State: Maryland
Zip: 21562
Day Phone: 3013593701
Evening Phone:
Cell Phone: 3018762682
Email: medic_bob@msn.com

Application number is EMW-2017-FR-00105

* Organization Name	Potomac Fire Company Number 2, Incorporated
* Type of Applicant	Regional Request Fire
* **Fire Department/District, Non-Affiliated EMS, and Regional applicants**, select type of Jurisdiction Served : If "Other", please enter the type of Jurisdiction	Town

SAM.gov **(System For Award Management)**

* What is the legal name of your Entity as it appears in SAM.gov? Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.	POTOMAC FIRE COMPANY NUMBER 2, INCORPORATED

* What is the legal business address of your Entity as it appears in SAM.gov?
Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

* Mailing Address 1	61 Main Street
Mailing Address 2	
* City	Westernport
* State	Maryland
* Zip	21562 - 0326 Need help for ZIP+4?
* Employer Identification Number (e.g. 12-3456789) Note: This information must match your SAM.gov profile.	52-0566671
* Is your organization using the DUNS number of your Jurisdiction?	No, we have our own DUNS number separate from our Jurisdiction.
I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application (Required if you selected Yes above)	
* What is your 9 digit DUNS number? (call 1-866-705-5711 to get a DUNS number)	019575054
If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here. Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank	

account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.

* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?	Yes
* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.	

Headquarters or Main Station Physical Address

* Physical Address 1	61 Main St.
Physical Address 2	
* City	Westernport
* State	Maryland
* Zip	21562 - 0326 Need help for ZIP+4?

Mailing Address

* Mailing Address 1	61 Main St.
Mailing Address 2	
* City	Westernport
* State	Maryland
* Zip	21562 - 0326 Need help for ZIP+4?

Bank Account Information

* The bank account being used is: (Please select one from the right)	Maintained by my Organization separately from my Jurisdiction Note: If this is selected, a 4 digit DUNS plus 4 is required if you answered "YES" to using the DUNS number of your Jurisdiction.

Note: The following banking information must match your SAM.gov profile.

* Type of bank account	Checking
* Bank routing number - 9 digit number on the bottom left hand corner of your check	052000113
*** Your account number**	**3740385558**

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?	No
* Is the applicant delinquent on any Federal debt?	No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

Regional Request Department Characteristics (Part I)

* What kind of organization do you represent?	Combination
If you answered "Combination", above, how many Career members are in your organization? (whole number only)	49
* What type of community will your regional project serve (what is the make up of the majority of the region affected by the project)?	Rural
* Is your Organization considered a Metro Department? (Over 350 paid career Firefighters)	No
* What is the square mileage of the region affected by the project? (whole number only)	347
* In what county/parish is the host applicant physically located? If you have more than one station, in what county/parish is your main station located?	Allegany
* Does your region protect critical infrastructure of the state?	Yes
* What percentage of your region's land use is for Agriculture , Wildland , Open space, or Undeveloped properties?	58 %
* What percentage of your region's land use is for commercial and industrial purposes?	10 %
* What percentage of your region's land is used for residential purposes?	32 %
* What is the permanent resident population of your region served? Remember this is the combined population of all departments/agencies included in this application	51524
*Do you have a seasonal increase in population?	No
If "Yes" what is your seasonal increase in population?	
* What is the total membership in your region? *Remember this is the combined personnel of all departments/agencies included in this application.*	471
*How many active members are trained to Firefighter I?	331
*How many active members are trained to Firefighter II?	224
*How many active BLS providers does your region have?	159
*How many active ALS providers does your region have?	58
*How many active Emergency Medical Responders does your region have?	25
*How many personnel are trained to the Community Paramedic level?	0
* How many stations are in your region?	15
* If you (the host applicant) are a fire department, do you report to the National Fire Incident Reporting System (NFIRS)?	Yes
If you answered "Yes" above, please enter your Requesting departments FDIN/FDID	01022

* How many regional partners will directly participate in this project? 12

* Please list each participating agency by name along with a point of contact, to include a phone number. All regional participants must be eligible as defined by the AFG Funding Opportunity Announcement (e.g., Fire Departments or nonaffiliated EMS organizations)

Participating Organization Name	First Name	Last Name	Phone Number	Action
Baltimore Pike VFC	Sam	Wilson	301-697-2087 Ext:	View
Bowling Green VFD	Shannon	Adams	301-876-1941 Ext:	View
Cresaptown VFD	Chris	Cage	301-697-6417 Ext:	View
Cumberland	Sam	Wilson	301-697-2087 Ext: 0	View
Flintstone VFC	Bryan	Adams	301-268-2983 Ext:	View
Frostburg VFD	Dale	Bladen	443-624-3981 Ext:	View
Good Will Fire Co	Bobby	Ritchie	301-707-5009 Ext:	View
Midland VFC	Michael	McGowan	240-362-6330 Ext:	View
Mt Savage VFC	Rick	Robison	240-362-2670 Ext:	View
Oldtown VFC	Ken	Wolford	301-707-8600 Ext:	View
Potomac FC No 2	Bobby	Pattison	301-359-3701 Ext:	View
Rawlings VFD	Ronnie	Carr	240-580-0981 Ext:	View

* Do all departments in this request report to NFIRS? Yes

* Do all agencies meet the regional minimum for NIMS compliancy? Yes

* What services are provided by your organization and the organizations participating in the regional application?

Advanced Life Support Non-Transport Advanced Life Support Transport	Haz-Mat Operational Level	Rescue Operational Level Rescue Technical Level Structural Fire Suppression
Basic Life Support Non-Transport Basic Life Support Transport	Medical First Response	Swift Water Rescue

* Please describe your organization and/or community that you serve. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

The Allegany County Department of Emergency Services was created and staffed to improve the ability of all public safety agencies to respond to emergencies within the county by providing paid firefighter/EMTs and firefighter/paramedics to the volunteer fire departments as weekday staffing. As such ACDES is coordinating this application by Potomac FC No. 2 between all Allegany County Fire Departments in need of acquiring new structural PPE to protect our firefighters. The other 11 Departments involved include: Baltimore Pike VFC, City of Cumberland FD, Bowling Green VFD, Cresaptown VFD, Flintstone VFC, Oldtown VFC, Mt Savage VFC, Frostburg FD No. 1, Midland VFC, Good Will FC No. 1, and Rawlings VFD. Together we protect combined first-due area of 347 square miles in size with over 51,000 residents. All departments including Cumberland provide automatic mutual aid to each other so everyone works well together for the good of our County. This is critical to handling incidents of any size as Allegany County is mostly rural since we are located at the base of the Appalachian Mountains but we have had our place

throughout history. Cumberland was once known as the "Queen City," as it was once the second largest in the state, and is still often referred to as "Where the South Begins." After the American Revolution at the time of heavy migration across the Appalachian Mountains by pioneers, because of its strategic location it served as a historical outfitting and staging point for westward emigrant trail migrations throughout the first half of the 1800s. In this role, it supported the settlement of the Ohio Country and the lands of in that latitude of the Louisiana Purchase. It also became an industrial center, served by major roads, a canal connecting to Washington, DC, and railroads. Industry declined after World War II, and later urban, business and technological development in the state has been concentrated in eastern coastal cities. Today the Cumberland, MD-WV Metropolitan Statistical Area is one of the poorest in the United States, ranking 305th out of 318 metropolitan areas in per capita income. The County's Infrastructure includes the usual utilities as well as major roadways including Interstate 68, US Routes 40 and 220, and 15 Maryland Highways. In addition to the local schools the County also hosts 2 institutions of higher learning including Frostburg State University, and the Allegany College of Maryland, (junior/community college). The North Branch Correctional Institution which opened in 2003, and the earlier adjacent Western Correctional Institution are operated by the Division of Corrections of the Maryland Department of Public Safety and Correctional Services. Both are located in an unincorporated area of Allegany County, just southwest of Cumberland. The prison housed male death row inmates, who were moved from the Maryland Correctional Adjustment Center, from June 2010 until death row was closed in 2014.

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Regional Characteristics (Part II)

	2016	2015	2014
* What is the total number of line of duty member fatalities in your region over the last three calendar years?	0	0	0
* What is the total number of line of duty member injuries in your region over the last three calendar years?	13	17	18

*What is the cumulative total of the three-year budgets of all participating organizations in this project? 7224652

* How much of this declared budget is dedicated to personnel costs (salary, fringe, and overtime)? 4632051

* What percentage of the declared operating budget is derived from:
Enter numbers only, percentages must sum up to 100%

	2016	2015	2014
Taxes?	63 %	63 %	63 %
Bond Issues?	0 %	0 %	0 %
EMS Billing?	11 %	11 %	11 %
Grants?	3 %	3 %	3 %
Donations?	4 %	4 %	4 %
Fund drives?	6 %	6 %	6 %
Fee for Service?	13 %	13 %	13 %

* Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, including summarizing budget constraints, unsuccessful attempts to obtain vehicle and outside funding, and proving the trouble is out of their control

While some are going to see the amount of our collective request and our collective budget then say that simple math says we could afford it, nothing could be farther from the truth. Even though it's a combined total of just over $7.2 million in revenue that we're showing we'd like to remind everyone that this is a 12-agency proposal and most of the funding is Cumberland FD's budget ($5.1million) as the fully career department. This may seem like an adequate amount of funding but it's a cut of $300,000 over the prior year, and 91% is personnel costs. Since only 83% of the departments funding comes from taxes that means that EMS billing had better pay off because it needs to bring in at least $408,000 just to make payroll. As one of the poorest cities in the poorest county in the state, relying on EMS billing is like hoping a licorice

rope is going to hold up on a cliff rescue. In our City and the County as a whole most don't have any insurance and are paying the IRS penalties, or are on MediCare/Medicaid which doesn't pay well towards EMS either which means we're lucky any bills are ever paid. Removing them from the calculations leaves 11 departments with an average of $195,000 where only 14% is from tax-based revenue. The rest is all from donations and fundraising efforts on the part of members. That shows how reliant our departments are to bring in the funding they need to operate through various fund drives and other events. This is on top of the fact that their all-volunteer contingent does this on top of taking care of calls, training, their jobs, and of course their families. There are already enough demands on them on top of the fact their results are phenomenal considering the local economy here. Our community is highly supportive of our volunteer departments as evidenced by their fundraisers but there's a limit to generosity when our residents must take care of their families and their daily needs. This level of funding is in jeopardy also since both the City and County's populations are decreasing slowly as jobs move out of the area. Other indicators seem stable enough for now but as the real estate bubble and ensuing gas price increases showed it doesn't take long for things to get bad but it does take a long time for things to get better again. The limited budgets of the individual departments could never have begun the paid staffing model which is why the DES was created to provide the support needed, and the flexibility to objectively create staffing deployments that meet the needs of all residents versus each department having their own personnel. That still doesn't limit the funding capabilities of our departments when so little funding is from taxes that can be depended on. The median income of Allegany County is 31% less than the state average, the median property value is 67% less than the state average, and the unemployment rate for the area is 23% higher than the state rate. Our community is highly supportive of us as evidenced by our fundraisers but there's a limit to generosity when our residents must take care of their families and their daily needs. With the cost of some projects like buying new PPE being as expensive as they are we're doing what we can to purchase new sets as we can but it's not enough to protect everyone properly. It's a simple conclusion to say that given our situation, grants are the only way we can make any headway on capital projects of this size and that is why we're making this request.

How many vehicles are operational within the **region in each** of the type or class of vehicle **listed below? You** must include vehicles that are leased or as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not **yet** in your possession. (Enter numbers only and enter 0 if you do not have any of the vehicles below)

Type **or Class of Vehicle**	**Number of Front Line Apparatus**	**Number of Reserve Apparatus**	**Number of Seated Riding Positions**
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I , Type II Engine Urban Interface	21	0	129
Ambulances that are used for transport:	10	0	27
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	6	0	13
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	3	0	16
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	16	0	47
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	7	0	49
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF	17	0	76

(Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle, Bariatric Ambulance(s)			

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Regional Call Volume

	2016	2015	2014
* **Summary** of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)			
Fire - NFIRS Series 100	480	529	575
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	20	40	27
Rescue & Emergency Medical Service Incident - NFIRS Series 300	8526	8470	7997
Hazardous Condition (No Fire) - NFIRS Series 400	280	291	361
Service Call - NFIRS Series 500	269	270	312
Good Intent Call - NFIRS Series 600	714	704	539
False Alarm & False Call - NFIRS Series 700	349	303	338
Severe Weather & Natural Disaster - NFIRS Series 800	19	21	136
Special Incident Type - NFIRS Series 900	9	1	6

FIRES

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)	275	310	362
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)	76	67	51
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)	82	104	84
What is the total acreage of all vegetation fires?	155	136	55

RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)	411	391	357
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)	30	39	23
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)	68	87	81
How many EMS-BLS Response Calls	1440	1317	1391
How many EMS-ALS Response Calls	6179	6317	5831
How many EMS-BLS Scheduled Transports	0	0	0
How many EMS-ALS Scheduled Transports	0	0	0
How many Community Paramedic Response Calls	0	0	0

MUTUAL AND AUTOMATIC AID

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

How many times did your organization receive Mutual Aid?	248	252	289
How many times did your organization receive Automatic Aid?	542	532	415
How many times did your organization provide Mutual Aid?	532	575	680

How many times did your organization provide Automatic Aid?	371	378	321
Of the Mutual and Automatic Aid responses, how many were structure fires?	167	168	177

Regional Request Information

1. Select a program for which you are applying. **Regional applications are not eligible for modification of facilities or wellness and fitness programs.** You can apply for as many activities within a program as you need.

Program Name

Regional Request

* 2. Is your department facing a new risk, expanding service to new area, or experiencing an increased call volume?	No

If you answered "Yes" to Question 2., please explain how your department is facing a new risk, expanding service to new area, or experiencing an increased call volume

3. Enter grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

$0

FEMA Form 080-0-2

Request Details

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

Activity Specific Questions for AFG Operations and Safety Applications

OMB No.: 1660-0054

Expiration Date: August, 31 2019

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 4.6 hours per response for FEMA Form 080-0-2b "Activity Specific Questions for AFG Operations and Safety Applications". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

The activities for program Regional Request are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding
Equipment	0	$ 0	$ 0
Personal Protective Equipment	2	$ 1,028,700	$ 0
Training	0	$ 0	$ 0

Grant-writing fee associated with the preparation of this request. $0

Personal Protective Equipment

Personal Protective Equipment Details

1. Select the PPE that you propose to acquire (select one):	Complete Set of Turnout Gear
Please provide a detailed description of the item selected above.	new head to toe PPE including helmets, boots, 2pr gloves, 2 hoods, coats, and pants
2. Number of units: (whole number only)	285
3. Cost per unit: (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.)	$2700
4. Please provide your amount for the appropriate question below: • For protective clothing, how many of your on-duty active members ***currently have*** PPE that meets applicable NFPA and OSHA standards? • If you are requesting new SCBA, how many of your seated riding positions ***currently have*** compliant SCBA assigned to it? • If you are asking for specialized PPE (e.g., Haz-Mat), how many applicable members ***currently have*** specialized PPE that meets applicable NFPA and OSHA standards?	90
5. What is the purpose of this request?	Replace damaged broken inoperable equipment to current standard
6. Per the Notice of Funding Opportunity Announcement (NOFO), do you have a memorandum of understanding (MOU) in place	Yes
What are the specific ages of the type of PPE you are requesting?	N/A

Please assure that you've accounted for ALL gear for ALL members declared in Department Characteristics - not just the gear you wish to replace. If you have 30 members then

Age (in Years)	Current Inventory	Being Replaced
Less than 1	13	0
1	6	0
2	8	0
3		
4	16	0

account for 30 sets of PPE.

5	14	0
6	3	0
7	30	0
8	37	37
9	44	44
10	48	48
11	5	5
12	10	10
13	18	18
14	94	94
15	1	1
16		
17	25	25
18		
19		
20	1	1
21		
22		
23	2	2
24		
25 or more		

If you have indicated you are requesting SCBA or Cylinders in Question 1, to which edition(s) of the NFPA 1981 standard are your SCBA or Cylinders compliant? If not requesting SCBA/Cylinders, please select "N/A" and continue on to the next question. **Please account for ALL SCBA/Cylinders currently in your department's inventory - not just the SCBA/Cylinders you wish to replace. If you have damaged or inoperable SCBA/Cylinders/Face Pieces please list them in the "Obsolete/Damaged" section.**

N/A

Year	Current Inventory		Being Replaced	
	SCBA	Cylinders	SCBA	Cylinders
2013 Edition				
2007 Edition				
2002 Edition and older				
Obsolete/damaged				

7. Are you requesting for members that currently do not have above-mentioned item? If Yes, enter the number of members that do not

☐ N/A

have this item. If No, click N/A.	
8. Is your department trained in the proper use of the PPE/SCBA being requested?	Yes
9. Are you requesting funding for training for this PPE/SCBA?	No
10. If you are not requesting training funds through this application, will you obtain training for this PPE/SCBA through other sources?	Yes

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Personal Protective Equipment

Personal Protective Equipment Details

1. Select the PPE that you propose to acquire (select one):	Complete Set of Turnout Gear
Please provide a detailed description of the item selected above.	new head to toe PPE including helmets, boots, 2pr gloves, 2 hoods, coats, and pants
2. Number of units: (whole number only)	96
3. Cost per unit: (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.)	$2700
4. Please provide your amount for the appropriate question below: • For protective clothing, how many of your on-duty active members ***currently have*** PPE that meets applicable NFPA and OSHA standards? • If you are requesting new SCBA, how many of your seated riding positions ***currently have*** compliant SCBA assigned to it? • If you are asking for specialized PPE (e.g., Haz-Mat), how many applicable members ***currently have*** specialized PPE that meets applicable NFPA and OSHA standards?	90
5. What is the purpose of	Increase supply for new hires and/or existing firefighters that do not have one set of turnout

this request?

gear (PPE) or allocated seated positions (SCBA).

6. Per the Notice of Funding Opportunity Announcement (NOFO), do you have a memorandum of understanding (MOU) in place

Yes

What are the specific ages of the type of PPE you are requesting?

Please assure that you've accounted for ALL gear for ALL members declared in Department Characteristics - not just the gear you wish to replace. If you have 30 members then account for 30 sets of PPE.

Age (in Years)	Current Inventory	Being Replaced
Less than 1	13	0
1	6	0
2	8	0
3		
4	16	0
5	14	0
6	3	0
7	30	0
8	37	37
9	44	44
10	48	48
11	5	5
12	10	10
13	18	18
14	94	94
15	1	1
16		
17	25	25
18		
19		
20	1	1
21		
22		
23	2	2
24		
25 or more		

If you have indicated you are requesting SCBA or Cylinders in Question 1, to which edition(s) of the NFPA 1981 standard are your SCBA or Cylinders compliant? If not requesting

N/A

Year	Current Inventory		Being Replaced	
	SCBA	Cylinders	SCBA	Cylinders
2013 Edition				

SCBA/Cylinders, please select "N/A" and continue on to the next question. **Please account for ALL SCBA/Cylinders currently in your department's inventory - not just the SCBA/Cylinders you wish to replace. If you have damaged or inoperable SCBA/Cylinders/Face Pieces please list them in the "Obsolete/Damaged" section.**	2007 Edition 2002 Edition and older Obsolete/damaged
7. Are you requesting for members that currently do not have above-mentioned item? If Yes, enter the number of members that do not have this item. If No, click N/A.	96 N/A
8. Is your department trained in the proper use of the PPE/SCBA being requested?	Yes
9. Are you requesting funding for training for this PPE/SCBA?	No
10. If you are not requesting training funds through this application, will you obtain training for this PPE/SCBA through other sources?	Yes

FEMA Form 080-0-2b

Regional PPE - Narrative

* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. *4000 characters

We're thankful that we have a large group of firefighters between our 12 departments, 471 to be exact. What they'd all like to be thankful about is being protected on fire calls. For some that's having PPE that wasn't sized for someone else, or falling apart, and for the rest they'd just like to have some they could call their own. Of our group there are only 375 sets of structural PPE, only 90 sets are less than 8 years old, which leaves 285 sets of PPE for 381 interior firefighters to share. In the poorest county in the State of Maryland we have such a strong sense of helping one's neighbor through our volunteer agencies yet we have to make them share PPE. Cumberland is fortunate in that they have a set for everyone but everything they have will be out of date within the next 18-20 months. We all work together on calls so the paid vs. volunteer stigma doesn't exist here since many of Cumberland's career firefighters are also volunteers in the departments where they live since most live in the County.

Either way we have untapped resources on every fire because we don't have enough gear to go around. This not only creates an unsafe condition if they come out to the scene to help out in other ways, but also in the accelerated damage

that gets done to the gear because 2-3 people are wearing the same set. It's driving up our repair costs as well as increasing the risk that someone gets hurt because the gear they're borrowing has different length sleeves and legs which exposes them to injuries of all kinds from burns to cuts as burning materials or falling debris get onto them.

Losing someone from a department happens because they move out of the area, or step down from age, but the last thing we want is someone having to stop helping their community and neighboring departments because of an injury or worse. The only way to properly protect everyone is to purchase 381 sets of new head to toe PPE including helmets, boots, 2pr gloves, 2 hoods, coats, and pants at a cost of $2,700each. This gives us a total of $1,028,700 for which we are seeking 935,182 in federal assistance. The PPE will be manufactured in full compliance with NFPA 1971 (Standard on Protective Ensemble For Structural Fire Fighting), and our care SOPs are already compliant with NFPA 1851 (Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles). New PPE will also allow us to become compliant once again with:

NFPA 1407 - Standard for Fire Service Rapid Intervention Crews
NFPA 1500 ' Standard on Fire Department Occupational Safety and Health Program
NFPA 1581 ' Standard on Fire Department Infection Control Program
OSHA 29 CFR 1910 ' Regulation on Protective Clothing for Employees, 2in/2out.
NFPA 1720 ' Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments (11 departments)
NFPA 1710 the Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Career Fire Departments (Cumberland)

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. *4000 characters

We all have relatively small departments protecting small communities with dedicated groups of volunteers that are obviously willing to sacrifice time and effort in responding to the needs of their friends and neighbors. Not having trained firefighters in any PPE because we don't have any that fits them is like having a brand new car but no fuel in the tank: it's just going to get us nowhere. We can't expect to keep these members motivated or safe if we have to keep trading gear around so they can get do training and build both their experience and comfort levels in doing the job. That's the only way they're truly going to learn their own limitations, the limitations of their protective gear, and of course what to do to be and stay safe at all times. As mentioned earlier we've managed to keep up with a replacement plan for everyone else but making a new purchase of gear at this time is going to be impossible. We need the gear to keep the people in the department since we can never have enough willing volunteers.

Even though our call volume may be skewed towards EMS that's par for the course in today's fire service, but that doesn't mean our firefighters don't need proper protection on all the other calls. More and more these days even the most basic calls require our members to don their gear. Although our goal is to serve and protect our community, every time we respond to an incident or attend training, our members are being exposed to potential burns and other injuries because they do not have the basic protections that adequate gear provides.

New PPE will give everyone the protection for tomorrow's fires and for years to come for just pennies on the dollar compared to a lost home, resident, or firefighter during an incident. Injuries cost us emotionally in having to deal with a fellow member in pain along with their family that must deal with it. Whether it's a volunteer or one of the career firefighters in Cumberland it's a loss for everyone since we need every available firefighter we can get on every call since we depend so much on each other. So much time and effort is involved with getting someone to join and complete training in the first place it's a major loss in that sense when someone gets hurt too. We may lose them for a long time if they can come back at all, or even if they want to come back. In these tough economic times our volunteers must work to support their families, and no one can take the chance of getting hurt doing something else and losing their employment or even being on workman's comp since that doesn't pay much of anything compared to the full salary. We fully believe in the ounce of protection being better than the pound of cure, and here that ounce is new gear.

* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? *4000 characters

In our rural region with so much distance between departments time is our greatest enemy it doesn't bode well for public support or firefighter safety to have to arrive on scene and then wait for more firefighters that have viable PPE to show before we actually start fighting fire. Delaying the interior attack allows the fire's size to increase causing more damage and lengthening the time span of the incident, both of which will serve to increase the risk of injuries to everyone in the community. As mentioned in the previous section, we have the firefighters who are willing and able to respond we just don't have the PPE for them to wear. Once a common size is taken then someone else must either squeeze into a set that's too small or swim in a set that's way too big. Neither is a safe option which is why we're making this request.

This project is in line with our mission of safety first by giving us the ability to quickly resolve incidents of any kind, and limit life and property loss in our community. With our current call volume for both first-due and mutual aid fires all signs point to the fact that we'll only be getting busier every year meaning the longer we use this worn out PPE the greater the chance that someone gets hurt. If we can't make the improvement we're going to have to limit 88% of our firefighters from any live burn or IDLH situations. This means we'll have practically no firefighters available to handle interior operations, perform search and rescue, and other life & property saving tasks.

If we're stuck staying outside to fight the fires then there's no other foreseeable outcome than major fire losses in our areas. We're training and responding to prevent that, but without the ability to protect our firefighters at least minimally while they're doing their jobs we aren't going to send them in. We've already had several close calls, but at some point luck runs out when you're pushing it like we are in continuing to use PPE as old as what we have.

The safety of our personnel and our County are our focus in this application since if we can't protect our firefighters properly, we can't protect anyone else either.

Thank you for taking the time to consider our request.

FEMA Form 080-0-2b

Budget

Budget Object Class

a. Personnel	$ 0
b. Fringe Benefits	$ 0
c. Travel	$ 0
d. Equipment	$ 1,028,700
e. Supplies	$ 0
f. Contractual	$ 0
g. Construction	$ 0
h. Other	$ 0
i. Indirect Charges	$ 0
j. State Taxes	$ 0

Federal and Applicant Share

Federal Share	$ 935,182
Applicant Share	$ 93,518
Applicant Share of Award (%)	10

Non-Federal Resources *(The combined Non-Federal Resources must equal the Applicant Share of $ 93,518)*

a. Applicant	$ 93,518
b. State	$ 0
c. Local	$ 0
d. Other Sources	$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget	**$ 1,028,700**

FEMA Form 080-0-2b

Narrative Statement

For 2011 and on, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in

whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Bobby Pattison** on **01/31/2018**

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.
Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over $100,000, as defined at 44CFR Part 18, the applicant certifies that:

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

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as

defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantees policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement and
(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.
(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	Zip	Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by **Bobby Pattison** on **01/31/2018**

FEMA Standard Form LLL

Only complete if applying for a grant for more than $100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

Submit Application

Application 100% complete, Submitted

Please click on any of the following links to visit a particular section of your application. Once all areas of your application are complete, you may submit your application.

Application Area	Status
Applicant's Acknowledgements	Complete
Overview	Complete
Contact Information	Complete
Applicant Information	Complete
Applicant Characteristics (I)	Complete
Applicant Characteristics (II)	Complete
Department Call Volume	Complete
Request Information	Complete
Request Details	Complete
Budget	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- **YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED. If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.**
- **When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:**

  To the best of my knowledge and belief, all data submitted in this application are true and correct.

  This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: The primary contact will be responsible for signing and submitting the application. Fields marked with an asterisk ( ) are required.

I, Bobby Pattison, am hereby providing my signature for this application as of 31-Jan-2018.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2017-FR-00105	0	52-0566671	AWARD	WX02682N2018T

6. RECIPIENT NAME AND ADDRESS
Potomac Fire Company Number 2, Incorporated
61 Main St.
Westernport
Maryland, 21562-0326

7. ISSUING OFFICE AND ADDRESS
Grant Programs Directorate
500 C Street, S.W.
Washington DC, 20528-7000
POC: Andrea Day

8. PAYMENT OFFICE AND ADDRESS
FEMA, Financial Services Branch
500 C Street, S.W., Room 723
Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER
Robert Pattison
PHONE NO. 3013593701

10. NAME OF PROJECT COORDINATOR
Catherine Patterson
PHONE NO. 1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION
02-AUG-18

12. METHOD OF PAYMENT
SF-270

13. ASSISTANCE ARRANGEMENT
Cost Sharing

14. PERFORMANCE PERIOD
From:02-AUG-18 To:01-AUG-19

Budget Period
From:30-APR-18 To:30-SEP-18

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2018-F7-C111-P4310000-4101-D	$0.00	$935,182.00	$935,182.00	$93,518.00
		TOTALS	$0.00	$935,182.00	$935,182.00	$93,518.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A
DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Andrea Day
DATE
01-AUG-18

Go Back

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

MEMORANDUM OF UNDERSTANDING

Between the

Potomac Fire Company No 2 and the *Cumberland Fire Department*
2017 Assistance to Firefighters Grant Program
Application EMW-2017-FR- 00105

PURPOSE:

For the 2017 Application Period the *Potomac Fire Company No 2* will be submitting a grant proposal to the Assistance to Firefighters Grant Program for the purchase of equipment which will be utilized by 12 Fire and EMS agencies within Allegany County. *Potomac Fire Company No 2* agrees to comply with all regulations and requirements of hosting a regional application including but not limited to: reporting, bid design and evaluation, funding requests related to equipment purchases.

To meet the requirements of the Assistance to Firefighters Grant program a Memorandum of Understanding must be established to identify those jurisdictions responsible for matching funds associated with the communications equipment identified in the grant as well as certify that all participants must comply with the Notice of Funding Opportunity (NOFO) and all related Federal Regulations. By signing this document, the Cumberland ~~Allegany~~ *Fire Company* Department is aware and responsible for ensuring that all activities comply with federal Environmental Planning and Historic Preservation Compliance (EHP) regulations, laws, and Executive Orders as applicable.

IMPLEMENTATION OF AGREEMENT:

As signatories to this Memorandum of Understanding, and as previously verbally authorized, each participant agrees to provide 10% of the matching funds for the equipment identified in the application being prepared. The approximate 10% match for each piece of equipment is as follows:

Head to Toe Structural PPE: $2,700/set, $245 local match/set

PARTICIPANT: projected local match: $12,250
50 Sets x $2,700/set = $135,000

***All pricing and quantities are subject to final award decisions. Participant agrees to this possibility and understands that the final list of received equipment and local matching requirements could be altered and will agree to the new terms of the award at the time of its institution.*

MOU continued on next page

EFFECTIVE DATE:

This Memorandum of Understanding is effective upon signature of the parties and will remain in effect throughout the period set forth by the Assistance to Firefighters Grant program of one year from the date of award. Copies of this document must be retained for a period of not less than 3 years from the closing date of the award's Period of Performance as defined in the NOFO.

The undersigned, by signing below, acknowledges that he/she is the authorized representative for the department/agency specified herein. The signatory also agrees to use any and all equipment provided to their department/agency for purposes specified in the grant.

AGREED TO BY:

Cumberland Fire Department Authorized Representative	*Potomac Fire Company No 2* Authorized Representative
Donald Dunn *Name (print)*	Tim Dayton *Name (print)*
Donald J Dunn *Signature*	Timothy F Dayton *Signature*
526000786 *Participant EIN*	52-0566671 *Host EIN*
02-08-18 *Date*	02-08-18 *Date*

Invoice

FIRE CHASERS
FIRE EQUIPMENT

311 WHITE OAK LANE
FROSTBURG, MD 21532

Date	Invoice #
11/7/2018	8995

Bill To

City of Cumberland
FINANCE DEPARTMENT
57 N. Liberty Street
Cumberland, Maryland 21502

Ship To

Cumberland Fire Department

RECEIVED
NOV 19 2018
CUMBERLAND FIRE DEPT.
OFFICE OF THE FIRE CHIEF

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
FEAM GRANT F...	Net 30	RD	11/7/2018			

Quantity	Item Code	Description	Price Each	Amount
50	Morning Pride	#LTO-36BG Black "Tails" Coats	1,200.00	60,000.00T
50	Morning Pride	#LTO-36BG Black Pants	890.00	44,500.00T
100	Honeywell	PREVENT Nomex/Lenzing Hoods	70.00	7,000.00T
100	Tech Trade	Fusion Gauntlet Cuff Gloves	60.00	6,000.00T
50	PRO	#5555 Nighthawk leather Pull on Boots	325.00	16,250.00T
50	Morning Pride	Lite Force "Low Rider" Helmets w/Goggles	175.00	8,750.00T
1	service	FEMA GRANT PORTION	-122,750.00	-122,750.00T
		Sales Tax	0.00%	0.00

WE APPRECIATE YOUR BUSINESS.
YOUR PROMPT PAYMENT OF THIS INVOICE ENSURES OUR ABILITY TO PROVIDE COMPETATIVE PRICES AND UNMATCHED SERVICE.

Total $19,750.00

PHONE # 301.689.2540 FAX # 301.689.1632
firechasers.com rdugan@firechasers.com

Invoice

FIRE CHASERS
FIRE EQUIPMENT

311 WHITE OAK LANE
FROSTBURG, MD 21532

Date	Invoice #
11/7/2018	8994

Bill To
Potomac Vol. Fire Company #2 PO Box 326 61 Main Street Westernport, MD 21562

Ship To
City of Cumberland Cumberland Fire Department 20 Bedford Street Cumberland, maryland 21502

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
FEMA GRANT	Net 30	RD	11/7/2018			

Quantity	Item Code	Description	Price Each	Amount
50	Morning Pride	FEMA GRANT PROTECTIVE CLOTHING (50) #LTO-36BG Black "Tails" Coats (50) #LTO-36BG Black Pants (100) Honeywell PREVENT Hoods (100) Fusion Firefighter Gloves (50) Lite Force Helmets w/Goggles (50) PRO #5555 Leather Pull on Boots FEMA GRANT FUNDS Cumberland Fire Department	2,455.00	122,750.00

WE APPRECIATE YOUR BUSINESS.
YOUR PROMPT PAYMENT OF THIS INVOICE ENSURES OUR ABILITY TO PROVIDE COMPETATIVE PRICES AND UNMATCHED SERVICE.

Total $122,750.00

PHONE # 301.689.2540 FAX # 301.689.1632

firechasers.com rdugan@firechasers.com

Quanity	Descriprtion	Unit Price	Total
50	Bunker coats	$1,200.00	$60,000.00
50	Bunker Pants	$890.00	$44,500.00
100	Hoods	$70.00	$7,000.00
100	Gloves	$60.00	$6,000.00
50	Boots	$325.00	$16,250.00
50	Helmets	$175.00	$8,750.00
		Total Cost	**$142,500.00**

RECEIVED
OCT 1 2 2018
CUMBERLAND FIRE DEPT
OFFICE OF THE FIRE CHIEF

Total alotment per set	$2,700.00	$135,000.00
Fema payment per set	$2,455.00	$122,750.00
Cumberland Fire Department per set		**$395.00**
	X 50	x 50
	Our Cost	**$19,750.00**

Regular Council Agenda
December 4, 2018

Description

Order authorizing acceptance of a 2017 FEMA Assistance Firefighters Grant in the amount of $121,500; accepting the bid of Fire Chasers Fire Equipment for 50 sets of turnout gear in the amount of $142,500, making the City's share of the cost approximately $21,000; and authorizing the Fire Chief to execute documents necessary for the acceptance of these funds, including but not limited to a Memorandum of Understanding with the Potomac Fire Company No. 2 relative to the grant

Approval, Acceptance / Recommendation

☑ Budgeted

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

Value of Award (if applicable)

Approximately $21,000

Source of Funding (if applicable)

001.043.53100

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** December 4, 2018

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

THAT, the proposal from Online Solutions LLC (dba Citizenserve), 1101 E Warner Road, Suite 160, Tempe, AZ 85284, to provide a Community Development Software System for the one-time initial cost not to exceed Ninety-five Thousand Dollars, and an annual cost thereafter of Thirty Thousand Dollars ($30,000) be and is hereby accepted; and

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

_____

Brian K. Grim, Mayor

Budgeted FY19: 001.033.48201

Company	One-time initial cost	Annual Recurring	Total
Kapoc Solutions LLC	$ 67,200	$ 12,500	$ 79,700
IWorq Systems	20,000	20,000	40,000
Dude Solutions	85,422	43,625	129,047
OnLine Solution LLC (Citizenserve)	65,000	30,000	95,000
The Davenport Group (Saas hosted)	76,901	33,000	109,901
The Davenport Group (Self-hosted)	115,423	00.00	115,423

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND CITY COUNCIL

JEFF RHODES, MARGIE WOODRING, JOHNNA BYERS

FROM: KATHY MCKENNEY AND DAVE COX

SUBJECT: COMMUNITY DEVELOPMENT PERMIT SOFTWARE BIDS STAFF RECOMMENDATION

DATE: 11/29/18

Following the receipt of proposals for the "Community Development Software System Proposal" on July 18, 2018, City staff has reviewed the bids received from the following vendors:

	Vendor	One Time Cost	Annual Fee
1	iWorq	$20,000	$20,000
2	Citizenserve	$65,000	$30,000
3	Kapok Solutions LLC	$67,200	$12,500
4	Lama Software	$76,901	$33,000
3	Dude Solutions	$85,422	$43,625

The current software used by the Department of Community Development has been in place since 1998. The current system, based in the New World AS/400 platform, is functionally outdated and requires an extensive amount of manual entry and tracking along with no means to interact with the public digitally. Following a review of all proposals, staff recommends the approval of the proposal by Citizenserve. The proposal received from Citizenserve was responsive to the requirements of needed features that were detailed within the bid packet. The software is cloud-based and offers flexibility to create or modify permit and/or inspection types as needs within the department change over time. The software can integrate with GIS and will allow for existing data from the AS/400 system to be migrated within the new software. Additionally, the vendor provided a very detailed methodology as to how the system will be installed, updated, and backed up. It will allow for all permit and license types to be initiated, tracked, managed, and paid digitally as well as accessed in the field by staff on electronic devices. The software system will require 24 weeks from the start to finish, including training of all department staff. Additionally, City staff contacted current users of the system at various cities throughout the country and did not receive any significant negative feedback regarding the software or product technical support.

The lowest bid was not selected due to a number of factors including an extra fee charge for bid-required functions such as GIS interfacing, for the creation of journal entries within the City's financial system and to interface with the City's cashiering software. The vendor was not responsive to the scope of work specifications within the bid packet and did not provide any references.

Please let us know if we can provide additional feedback regarding the project or bid reviews.

Community Development Software System Proposal

Bid Opening: July 18, 2018 - 2:30 p.m., City Hall Council Chambers

Company	One-Time Initial Cost	Annural Recurring Cost	Total Cost	Affadavit	Local Preference	Addendums 1&2
Kapok Solutions LLC **P.O. Box 936** **Waynesboro, PA 17268**	**$ 67,200.00**	**$ 12,500.00**	**$ 79,700.00**	Yes	N/A	Yes
IWorQ Systems 1125 West 400 North Logan, Utah 84321	**$ 20,000.00**	**$ 20,000.00**	**$ 40,000.00**	Yes	N/A	No
Dude Solutions 11000 Regency Parkway, Suite 110 Cary, North Carolina 27518	**$ 85,422.00**	**$ 43,625.00**	**$ 129,047.00**	Yes	N/A	Yes
Online Solutions LLC (dba Citizenserve) **1101 E Warner Road, Suite 160** **Tempe, AZ 85284**	**$ 65,000.00**	**$ 30,000.00**	**$ 95,000.00**	Yes	N/A	Yes
The Davenport Group (Saas hosted) 651 W Terra Cotta Ave, Suite 231 Crystal Lake, IL 60014	**$ 76,901.00**	**$ 33,000.00**	**$ 109,901.00**	Yes	N/A	Yes
The Davenport Group (Self-Hosted) 651 W Terra Cotta Ave, Suite 231 Crystal Lake, IL 60014	**$ 115,423.00**	**$ -**	**$ 115,423.00**	Yes	N/A	Yes

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

Regular Council Agenda
December 4, 2018

Description

Order accepting the proposal from Online Solutions LLC (dba Citizenserve) to provide a Community Development Software System for the one-time intial cost not to exceed $95,000 with an annual cost thereafter not to exceed $30,000 and rejecting all other bids

Approval, Acceptance / Recommendation

Staff recommendation attached

☑ Budgeted

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

Value of Award (if applicable)

$95,000 first year
$30,000 annually thereafter

Source of Funding (if applicable)

001.033.48201

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __December 04, 2018__**

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

THAT, the City Administrator be and is hereby authorized to execute a letter of agreement with Verizon Maryland, LLC acknowledging Verizon's election to exercise its option to renew for one year, to be effective July 1, 2019 through June 30, 2020, the term of the Lease originally dated November 13, 2007 for three (3) parking spaces in the George Street Parking Garage for $75 per space; and

BE IT FURTHER ORDERED, that Verizon shall have the option to further renew the term of said Lease for one (1) additional period of July 1, 2020 through June 30, 2021, under the same terms and conditions.

_____

Brian K. Grim, Mayor

verizon

August 30, 2018

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
Track #7015 0640 0002 2116 0777 Track #7015 0640 002 2116 0784

Mayor & City Council of Cumberland
c/o City Hall
Cumberland, MD 21902
57 N. Liberty Street
Cumberland, MD 21502

Mayor & City Council of Cumberland
c/o City Hall
Attn: Jeff Rhodes

Subject: Notice of Lessee's exercise of option to renew under that certain Parking Lease dated November 13, 2007, as amended and/or extended by a First Amendment of Parking Lease dated September 2, 2008, Second Amendment of Parking Lease dated June 9, 2009, and letters dated October 19, 2010, October 31, 2011, June 8, 2012, September 20, 2013, September 26, 2014, August 25, 2015, August 15, 2016, and August 28, 2017 (collectively, the "Lease") between the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland ("Lessor") and Verizon Maryland LLC, a Delaware limited liability company, ("Lessee") and concerning the three parking spaces located in the George Street Parking Garage, Cumberland, Allegany County, Maryland, as further described in the Lease. Verizon Property ID No. GLC #31AOQ

Dear Lessor:

The term of the above-referenced Lease is scheduled to expire on June 30, 2019. Lessee elects to exercise its option to renew the term of the Lease for an additional one year period. Accordingly, the Lease shall remain in full force and effect under all the same terms and conditions set forth in the Lease, except the Lease term shall be extended twelve (12) months from July 1, 2019 through June 30, 2020 (the "Additional Extension Term") and monthly rent shall remain $75 per parking space, for a total monthly rent of $225.

Additional Renewal Option: Provided no default has occurred and is continuing beyond any applicable grace period, Lessee shall have the option to further renew the term of the Lease for one additional period of one year, on the same terms and conditions contained in the Lease, including monthly rent which shall remain $75.00 per parking space, for a total monthly rent of $225. Lessee may exercise such renewal option by giving written notice to Lessor of its election to renew on or before sixty (60) days prior to expiration of the then current Lease term.

Please note that under the Lease, Lessor's signature is not required for the valid exercise of Lessee's option to renew the Lease for the Additional Extension Term. However, if you are in agreement with the terms set forth in the paragraph above entitled "Additional Renewal Option",

CLERK'S OFFICE
2018SEP 4 PM 1:04

please sign below to acknowledge your agreement and return a fully executed copy of this letter to Lessee in the enclosed return envelope.

Please contact Jeff Salino, a member of my team, with CBRE at 703-212-6859 if you have any questions concerning this matter.

AGREED AND ACCEPTED:

VERIZON MARYLAND LLC

By: _____
Printed Name: James E. Tousignant
Its: Dir – Real Estate Portfolio Management

MAYOR & CITY COUNCIL OF CUMBERLAND

By:_____
Printed name:_____
Title:_____

Regular Council Agenda
December 4, 2018

Description

Order authorizing execute of a letter of agreement with Verizon Maryland, LLC to renew their lease for three (3) parking spaces in the George Street Garage for the term July 1, 2019 - June 30, 2020 for the cost of $75/space, and providing the option to renew the lease for one (1) additional year under the same terms and conditions

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)