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: June 5, 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) and (8) of the General Provisions Article of the Annotated Code of Maryland to confer with legal counsel and discuss potential litigation relative to an issue regarding an employee's benefits

   Motion to move into closed session was made by Bernard, seconded by Caporale, and passed on a vote of 5-0.

2. Executive Session

II. Open Session

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

   The public meeting was reconvened at 6:18 p.m.

III. Pledge of Allegiance

IV. Roll Call

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

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting

   Mayor Grim announced that a Closed Session had been held on Tuesday, June 5, 2018 at 5:30 p.m. and read into the record a summary statement of that session, which is attached

hereto and made a part of these minutes as required by Section 3-306(c) (2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Presentations

1. Cumberland Economic Development Corporation (CEDC) update provided by Paul Kelly, CEDC Executive Director

   Paul Kelly, Executive Director of the Cumberland Economic Development Corporation, stated that although he had planned to provide a quarterly update at this time, the developer for the Maryland Avenue Redevelopment Project was in town and was available to speak at this time. Mr. Kelly provided brief comments on issues that had contributed to the City's declining economic status. He then introduced Mr. Ed Scott of Cumberland Gateway LLC, who discussed details of the development project and answered questions posed by Council. Mr. Mike Wiley, Cumberland Gateway engineer, discussed concepts for the build out of the project.

VII. Unfinished Business

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - providing for the City Tax Levy for FY2019; Real Estate = 1.0595 per $100 of assessed value / Personal Property = 2.648 per $100 of assessed value

   SECOND READING: Mr. Rhodes reviewed the Ordinance. The Ordinance was then presented in title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third after comment was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

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

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

   ORDINANCE NO. 3833

2. Ordinance *(2nd and 3rd readings)* - providing for the annual appropriations for the FY19 General Fund

   SECOND READING: Mr. Rhodes reviewed the Ordinance. The Ordinance was then presented in title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third after comment was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

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

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

ORDINANCE NO. 3834

3. Ordinance *(2nd and 3rd readings)* - providing for the annual appropriations for the FY19 Water Fund

SECOND READING: Mr. Rhodes reviewed the Ordinance. The Ordinance was then presented in title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third after comment was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

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

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

ORDINANCE NO. 3835

4. Ordinance *(2nd and 3rd readings)* - providing for the annual appropriations for the FY19 Sewer Fund

SECOND READING: Mr. Rhodes reviewed the Ordinance. The Ordinance was then presented in title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third after comment was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

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

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

ORDINANCE NO. 3836

5. Ordinance *(2nd and 3rd readings)* - providing for the annual appropriations for the FY19 Special Purpose Funds

SECOND READING: Mr. Rhodes reviewed the Ordinance. The Ordinance was then presented in title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third after comment was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

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

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

ORDINANCE NO. 3837

VIII. New Business

(A) Ordinances

1. Ordinance *(1st reading)* - to provide new rates for refuse collection effective July 1, 2018

   Mr. Rhodes reviewed the Ordinance and discussed the proposed trash rate increase of 5% that would take effect July 1st. He stated this would represent an increase of $0.52 monthly to the average bill.

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

2. Ordinance *(1st reading)* - authorizing the issuance and sale of general obligation debt not to exceed $2,471,000 to be issued under the State of MD's Local Government Infrastructure Financing Programs to finance or refinance the costs of a) information technology improvements, equipment and software, b) new and/or replacement vehicles and equipment, c) facility and property improvements (including HVAC units for Mun. Serv. Center), d) water and wastewater filtration plant improvements, e) water distribution infrastructure, waterline, valve, meter and dam design and improvement/replacement

   FIRST READING: Mr. Rhodes reviewed the Ordinance that would authorize the issuance of bonds to fund capital projects across all funds. The Ordinance was then presented in title only for its first reading. Motion to approve the reading and table for two weeks was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

3. Ordinance *(1st reading)* - to repeal and reenact with amendments, Section 24-86 of the Code to provide for an new schedule of water rates to be effective July 1, 2018

   Mr. Rhodes reviewed the Ordinance and discussed the proposed sewer rate increase of 5% that would take effect July 1st. He stated this would represent an increase of $0.83 monthly to the average bill.

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

(B) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim then entertained questions or comments from Council or the public. Councilman Bernard asked that Item No. 5 be withheld and voted on separately.

Motion to approve Consent Agenda Items 1-4 and 6-8 was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

Motion to approve Consent Agenda Item No. 5 was made by Caporale, seconded by Cioni, and was passed on a vote of 4-0 with Councilman Bernard abstaining from vote.

1. Order authorizing the execution of a Donation Agreement by the Estate of Robert W. Horner to convey the property at 314 Broadway Street (Allegany County Land Record Liber 624, folio 173) to the City

   ORDER NO. 26,295

2. Order accepting the deed for 7-9 Arch Street (Allegany County Land Records Book 2374, Page 305) from the Allegany County Human Resources Development Commission (HRDC)

   ORDER NO. 26,296

3. Order authorizing execution of a Termination of Memorandum of Understanding (MOU) with the Allegany County Human Resources Development Commission (HRDC) to formally terminate a prior MOU (Order No. 24,949) and a Revised MOU (Order No 24,590) pertaining to a former housing revitalization project, as HRDC's obligations under that project's guidelines have been fulfilled

   ORDER NO. 26,297

4. Order accepting the sole source proposal from LB Water Service to provide 600 Flexnet MXU Touchcouplers for upgrades to the Sensus software in an amount not to exceed $80,400

   ORDER NO. 26,298

5. Order appointing Councilman Seth Bernard to the Board of the Cumberland Economic Development Commission as the City Representative

   ORDER NO. 26,299

6. Order authorizing the execution of a Ground Lease Agreement between the Mayor and City Council and Rocon, LLC, granting permission for construction of a radio communications tower at Eleanor Terrace, with an initial annual rent of $9600

   ORDER NO. 26,300

7. Order declaring a 2004 Chevy Blazer, VIN 1GNDT13X84K114174, to be surplus, and authorizing it for trade-in

   ORDER NO. 26,301

8. Order authorizing execution of a Collective Bargaining Agreement with the United Food and Commercial Workers (UFCW) Local #1994 MCGEO for the period July 1, 2018 through June 30, 2021

   ORDER NO. 26,302

IX. Public Comments

Tamar Clarke, 811 Memorial Avenue, presented several articles to Council regarding

fluoride being a poison that should not be added to the water supply. She discussed health hazards associated with the use of fluoride and requested that the Mayor and Council remove fluoride from the City's water supply.

Kenneth Wilmot, 513 Fort Avenue, invited Council to a Strawberry Festival at Murley's Branch United Methodist Church on June 9th. He further discussed that the railroads had been given the land the operate on by the City and the State, built the bridges, and should be responsible for the repair and maintenance of them.

Joel Harris, 310 Pulaski Street, discussed property maintenance issues that were not being addressed in her neighborhood and requested that code enforcement staff take a closer look. Mr. Rhodes advised that code enforcement staff would be directed to inspect the area.

Joseph Kavanaugh, 618 W. Industrial Boulevard, discussed concerns he had with the Cumberland Economic Development Corporation expenses and sources of revenue, and the land exchange the City had entered into with the Western Maryland Health System and the Board of Education. Mr. Rhodes advised that that land was on the hill beside the hospital and was not developable and had been offered as an incentive to help make the new Allegany High School happen.

Mary Oliver, 311 Pulaski Street, expressed concerns regarding a broken sewer pipe, overgrown grass and weeds, and a tree that was pushing a wall out at 313 Pulaski Street. She was advised that Code Enforcement would be there that week to investigate.

Councilman Cioni requested that Mr. Rhodes update the public on the CSX bridges issue. Mr. Rhodes stated that there had been no further conversation since the City's last proposal regarding Washington Street had been presented to CSX. He would be meeting with staff tomorrow to discuss the Wilson T. Ballard report and to determine a strategy to move forward on all three bridges. Following that, he would be seeking a meeting with the Mayor and Council to discuss the City's options. They had been unable to determine a scenario that meets CSX clearance needs on Washington Street without causing significant disturbance to the neighborhood, such as removal of homes for the installation of a large retaining wall. He advised that he and staff were having conversation with CSX officials on a weekly basis to try to resolve the issues.

Councilman Cioni commended Jan Wunderlick for writing a grant that obtained $5,00 for the Let's Beautify Cumberland! Committee and commended Amy Nazelrod, Constitution Park Pool Manager, for handling the cleaning of the pool by herself prior to its opening this year.

Ed Taylor, 400 S. Allegany Street, thanked the Mayor and Council for support the Cumberland Historic Cemetery Organization through the hotel/motel funding this year and for the fair process by which funding is distributed. He commented that Commissioner Valentine had stated that the City had not been in communication with CSX over the bridge issue and was happy to see by tonight's report that this was not the case.

Robin Hood Constitution, 623 Quebec Avenue, asked the members of Council to state in their opinion what the truest form of giving was and each replied. He apologized for calling Mr. Cohen a name at the last meeting and asked Mr. Cohen and Mr. Rhodes to state their addresses for the record. He commented on Ray Morriss's address and the fact that he is a member of the Citizen's Advisory Commission on Salary and Benefits.

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 7:45 p.m.

Minutes approved on August 7, 2018

Brian K. Grim, Mayor

ATTEST: Marjorie A. Woodring, City Clerk

Regular Council Agenda
June 5, 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) and (8) of the General Provisions Article of the Annotated Code of Maryland to confer with legal counsel and discuss potential litigation relative to an issue regarding an employee's benefits

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
June 5, 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
June 5, 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
June 5, 2018

Description
Summary Statement of Closed Meeting

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, June 5, 2018 at 5:30 p.m.

Second Floor Conference Room, City Hall

On Tuesday, June 5, 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 and discuss potential litigation relative to an issue regarding an employee's benefits. 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, David Caporale, Richard Cioni, and Eugene Frazier;

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

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

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

Brian K. Grim, Mayor

Entered into the public record on June 5, 2018.

Regular Council Agenda
June 5, 2018

Description

Cumberland Economic Development Corporation (CEDC) update provided by Paul Kelly, CEDC Executive Director

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
June 5, 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 OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE CITY TAX LEVY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the levy for the Fiscal Year 2019 for the City of Cumberland shall be as follows:

Property Taxes		**Asessable Base**	**Tax Rate Per $100**	**Tax Levy**
Real Estate (Full Value)		$ 863,801,522	1.0595	$ 9,151,977
Real Estate (Half Year)		5,957,500	0.5298	31,563
Personal Property				
	Individual	2,077,039		
	Corporation	86,102,719		
		88,179,758	2.648	2,335,000
	Penalties and Interest			380,000
	Tax Credits			(200,000)
Total Tax Levy				$ 11,698,540
Other Revenues				
Other Taxes		510,900		
Licenses & Permits		141,500		
Intergovernmental		3,096,050		
Charges for Services		1,456,700		
Fines, Forfeitures & Interest		35,700		
Miscellaneous		916,300		
Total Other Revenue				6,157,150
Total Revenue				**$ 17,855,690**
Other Financing Sources				
Transfers-in				$ 1,796,963
Capital Financing				552,000
Utilization of Restricted Fund Balance				2,125,651
Total Other Financing Sources				**$ 4,474,614**
Total Revenue and Other financing Sources				**$ 22,330,304**

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

Passed this _____ day of June, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

Regular Council Agenda
June 5, 2018

Description

Ordinance *(2nd and 3rd readings)* - providing for the City Tax Levy for FY2019; Real Estate = 1.0595 per $100 of assessed value / Personal Property = 2.648 per $100 of assessed value

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and they are hereby appropriated for the respective purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2018, and ending June 30, 2019, to-wit:

General Government	$ 1,767,771
Public Safety	10,934,399
Public Works	2,630,767
Recreation	999,638
Community Development	1,249,668
Transfer Out	2,648,760
Debt Service	2,087,537
Total General Fund Appropriation	**$ 22,318,540**

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the fiscal year (June 30, 2019) if legally encumbered but shall continue in full force and effect until the encumbrance has been completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

Regular Council Agenda
June 5, 2018

Description

Ordinance *(2nd and 3rd readings)* - providing for the annual appropriations for the FY19 General Fund

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE WATER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following operating budget is hereby appropriated for the respective departments and purposes of the City of Cumberland Water Fund for the Fiscal Year beginning July 1, 2018, and ending June 30, 2019, to-wit:

Water Administration	$ 1,117,271
Water Distribution	2,738,771
Water Distribution	2,014,530
Interest Expense	407,494
Principal Payments	975,477
Capital Expenditure	2,500,015
Total	**$ 9,753,558**

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 24-86 of the Code of the City of Cumberland, and as the same may be from time to time amended, to produce sufficient revenue to enable the City of Cumberland to defray the cost of operating, maintaining, repairing and otherwise improving the Water System, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2019.

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

Passed this _____ day of June, 2018.

_____
Brian K. Grim
Mayor

Attest:

By :_____
Marjorie A. Woodring
City Clerk

Regular Council Agenda
June 5, 2018

Description

Ordinance *(2nd and 3rd readings)* - providing for the annual appropriations for the FY19 Water Fund

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE SEWER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective departments and purposes of the City of Cumberland Sewer Fund for the Fiscal Year beginning July 1, 2018, and ending June 30, 2019, to-wit:

Wastewater Treatment Plant	$ 5,670,926
Sanitary & Storm Sewer	1,713,291
Flood Control	597,074
Interest Expense	261,993
Principal Payments	995,379
Capital Expenditures	22,133,741
Total	**$ 31,372,404**

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 27-9 of the code of the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Sanitary and Storm Sewer system, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2019.

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

Passed this _____ day of June, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Regular Council Agenda
June 5, 2018

Description

Ordinance *(2nd and 3rd readings)* - providing for the annual appropriations for the FY19 Sewer Fund

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE APPROPRIATIONS FOR VARIOUS SPECIAL PURPOSE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective funds and purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2018, and ending June 30, 2019, to-wit:

Housing Assistance	$ 2,192,573
Downtown Development Commission	250,544
Communit Development Block Grant	937,834
Police Grants	341,069
Community Legacy	328,500
TIF District - Shades Lane	33,820
Capital Projects	6,425,018
Street Improvements	1,272,525
Municipal Parking Authority	514,223
Trash Removal	1,432,791
Total	**$ 13,728,897**

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the Fiscal Year (June 30, 2019) but shall continue in full force and effect until the project for which the appropriation has been made is completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2018.

_____
Brian K. Grim
MAYOR

Attest:

By:_____
Marjorie A. Woodring
CITY CLERK

Regular Council Agenda
June 5, 2018

Description

Ordinance *(2nd and 3rd readings)* - providing for the annual appropriations for the FY19 Special Purpose Funds

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
June 5, 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 REPEAL AND REENACT, WITH AMENDMENTS, SECTION 21-8.1(a) OF CHAPTER 21 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PROVIDING FOR THE SETTING AND COLLECTION OF RATES FOR REFUSE COLLECTION WITHIN THE CITY OF CUMBERLAND."

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 21-8.1(a) of the Code of the City of Cumberland, (1991 Edition) be and the same is hereby repealed and reenacted with amendments, to read as follows:

Sec. 21-8.1 (a) The following fees shall be charged by the City for garbage collection:

A.	*Residential customers*	$10.92 [10.40] per month
	Commercial customers	$20.77 [19.78] per month
	Industrial customers	$20.77 [19.78] per month
	Tax Exempt customers	$10.92 [10.40] per month

SECTION 2: The following monthly fee schedule be and is hereby adopted for the Industrial/Commercial Users who exceed the standard garbage collection amount:

Number of Bags per Pickup		
1-8	9-16	17+
$ 20.77	$ 41.54	$ 62.31

Previously		
1-8	9-16	17+
$ 19.78	$ 39.56	$ 59.34

SECTION 3: The following fee schedule be and is hereby adopted for the Bulk Item Program:

Category 1:	$ 3.15	(40-50 lbs.)	[$ 3.00]
Category 2:	$ 6.30	(50-150 lbs.)	[$ 6.00]
Category 3:	$ 18.90	White Goods	[$18.00]

AND BE IT FURHTER ORDAINED, That commercial, industrial or tax exempt customers with a valid Dumpster Permit issued by the Director of Administrative Services shall be exempt from paying the trash fee contained in this ordinance.

SECTION 4: AND BE IT FURTHER ORDAINED, That this Ordinance shall be in full force and effect as of July 1, 2018.

Passed this ___ day of _____, 2018.

_____
MAYOR

ATTEST:

_____
CITY CLERK

[ ] deleted

_____ new

Regular Council Agenda
June 5, 2018

Description
Ordinance *(1st reading)* - to provide new rates for refuse collection effective July 1, 2018

Approval, Acceptance / Recommendation

- [ ] Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

MAYOR AND CITY COUNCIL OF CUMBERLAND
INFRASTRUCTURE BONDS, 2018 SERIES A

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE OF MAYOR AND CITY COUNCIL OF CUMBERLAND, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND (THE "ISSUER"), PROVIDING FOR THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWO MILLION FOUR HUNDRED SEVENTY-ONE THOUSAND DOLLARS ($2,471,000.00) OF GENERAL OBLIGATION BONDS OF MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, TO BE KNOWN AS THE "MAYOR AND CITY COUNCIL OF CUMBERLAND INFRASTRUCTURE BONDS, 2018 SERIES A" (OR BY SUCH OTHER OR ADDITIONAL DESIGNATIONS AS REQUIRED BY THE COMMUNITY DEVELOPMENT ADMINISTRATION IDENTIFIED HEREIN, THE "BONDS"), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 4-101 THROUGH 4-255 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF PROVIDING ALL OR A PORTION OF THE FUNDS NECESSARY FOR (I) FINANCING AND/OR REFINANCING COSTS OF THE PROJECTS IDENTIFIED HEREIN AS (A) INFORMATION TECHNOLOGY IMPROVEMENTS, EQUIPMENT AND SOFTWARE, (B) NEW AND/OR REPLACEMENT VEHICLES AND EQUIPMENT (INCLUDING HEAVY DUTY VEHICLES AND EQUIPMENT), (C) FACILITY AND PROPERTY IMPROVEMENTS (INCLUDING, WITHOUT LIMITATION, HVAC UNITS FOR THE MUNICIPAL SERVICE CENTER), (D) WATER AND WASTEWATER FILTRATION PLANT IMPROVEMENTS, AND/OR (E) WATER DISTRIBUTION INFRASTRUCTURE, WATERLINE, VALVE, METER AND DAM DESIGN AND IMPROVEMENT/REPLACEMENT, (II) FUNDING A PORTION OF A CAPITAL RESERVE FUND, AND/OR (III) PAYING ISSUANCE AND OTHER COSTS RELATED TO THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE ISSUER; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY COME DUE; PROVIDING FOR THE FORMS, TENOR, DENOMINATIONS, MATURITY DATE OR DATES AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR RELATED PURPOSES, INCLUDING, WITHOUT LIMITATION, THE METHOD OF FIXING THE INTEREST RATE OR RATES TO BE BORNE BY THE BONDS, THE APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS, AND THE

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MAKING OF OR PROVIDING FOR THE MAKING OF REPRESENTATIONS AND COVENANTS CONCERNING THE TAX STATUS OF INTEREST ON THE BONDS.

RECITALS

WHEREAS, Mayor and City Council of Cumberland (the "Issuer") is a municipal corporation of the State of Maryland organized under a charter (the "Charter") adopted in accordance with Article XI-E of the Constitution of Maryland and operating under the Charter and other applicable law; and

WHEREAS, Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the "Act"), authorizes the Community Development Administration (the "Administration"), a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland, to provide financial assistance to political subdivisions and municipal corporations to finance, among other things, infrastructure projects and to establish a capital reserve fund in connection therewith; and

WHEREAS, pursuant to the authority of the Act, the Issuer has determined to issue its general obligation bonds in the aggregate principal amount not to exceed Two Million Four Hundred Seventy-one Thousand Dollars ($2,471,000.00) (the "Bonds", as defined herein) for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of the Project (as defined herein), (ii) funding a portion of a capital reserve fund, and/or (iii) paying issuance and other costs related to the Bonds; and

WHEREAS, the Issuer proposes to issue and sell the Bonds to the Administration, in connection with the Local Government Infrastructure Financing Program of the Administration (the "Program"); and

WHEREAS, it is the intention of the Issuer by this Ordinance to provide for the issuance and sale of the aforementioned Bonds and to obtain a loan or loans from the Administration pursuant to the Program (collectively, the "Loan"); and

WHEREAS, the Issuer intends to authorize the execution and delivery of the Bonds and all other documents, agreements, certificates and other materials related to the issuance, sale and delivery of the Bonds and the Loan; and

WHEREAS, the Administration intends to issue one or more series of its Local Government Infrastructure Bonds to finance the Loan and other loans to be financed pursuant to the Program.

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BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

Section 1. Authorization, Terms, Form of Bonds.

(a) Mayor and City Council of Cumberland (the "Issuer") shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit an aggregate principal amount not to exceed Two Million Four Hundred Seventy-one Thousand Dollars ($2,471,000.00) of its general obligation bonds, to be issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the "Act"), to be known as the "Mayor and City Council of Cumberland Infrastructure Bonds, 2018 Series A" or by such other or additional designation or designations as required by the Administration (as defined herein), including, without limitation, to identify separate series or subseries (collectively, the "Bonds" and, individually, a "Bond"). The proceeds from the sale of the Bonds shall be used for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) information technology improvements, equipment and software, (B) new and/or replacement vehicles and equipment (including heavy duty vehicles and equipment), (C) facility and property improvements (including, without limitation, HVAC units for the Municipal Service Center), (D) water and wastewater filtration plant improvements, and/or (E) water distribution infrastructure, waterline, valve, meter and dam design and improvement/replacement, together with, in each such case as is applicable with respect to the projects described in clauses (i)(A) through (E), the acquisition or payment for, as applicable, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, and related planning, design, architectural, engineering, bidding, permitting, acquisition, demolition, removal, construction, reconstruction, expansion, rehabilitation, renovation, repair, construction management, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, landscaping, and functionally related activities necessary at the locations or facilities at or near which such undertakings occur (collectively, the "Project"), (ii) funding a portion of a capital reserve fund, and/or (iii) paying issuance and other costs related to the Bonds. Notwithstanding the foregoing description of the Project, the Mayor of the Issuer (the "Mayor"), in consultation with the City Administrator of the Issuer (the "City Administrator"), any other appropriate officials of the Issuer, and the Community Development Administration (the "Administration"), is hereby authorized and empowered, on behalf of the Issuer, to determine prior to the sale of the Bonds not to apply Bonds proceeds to finance or refinance costs of any one or more components of the Project due to tax, budgetary or other concerns.

(b) The Bonds shall be issued as one or more fully registered bond certificate(s) in the aggregate principal amount not to exceed Two Million Four Hundred Seventy-one Thousand Dollars ($2,471,000.00) payable to the Administration as the registered owner thereof. The Bonds shall be issued in such aggregate principal amount or such lesser aggregate principal amount as determined by the Mayor pursuant to subsection (g) below, which shall be equal to the aggregate principal amount of the loan or loans to the Issuer from the Administration

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(collectively, the "Loan") under the Local Government Infrastructure Financing Program of the Administration (the "Program").

(c) The Bonds shall be dated as of the date of issue, or as of such other date as is specified by the Administration; shall be numbered from R-1 upward or as otherwise required by the Administration; shall be initially registered in the name of the Administration or its designee; shall bear interest from the date of issuance of the Local Government Infrastructure Bonds issued by the Administration (the "Administration's Bonds"), payable semiannually on April 1 and October 1 or on such other days as the Administration may require in connection with the Program, at such annual rate or rates and be payable in annual principal installments at the designated office of the Administration or of the trustee for the Administration's Bonds.

(d) The Bonds shall bear interest at an aggregate rate or rates of interest for a total interest cost (expressed as a yield) not to exceed (1) 3.25 percent for a loan with a maturity of up to five years, (2) 3.80 percent for a loan with a maturity of more than five years but not more than ten years, (3) 4.20 percent for a loan with a maturity in excess of ten years but not more than fifteen years, (4) 4.50 percent for a loan with a maturity in excess of fifteen years but not more than twenty years, (5) 4.70 percent for a loan with a maturity in excess of twenty years but not more than twenty-five years, and (6) 4.75 percent for a loan with a maturity in excess of twenty-five years but not more than thirty years, the actual rate or rates of interest to be borne by the Bonds to be determined and established by the Mayor acting pursuant to Section 1(g) of this Ordinance.

(e) The Bonds shall be in substantially the form set forth on Exhibit A attached hereto and made a part hereof, which form, together with all of the covenants and conditions therein contained, is hereby adopted by the Issuer as and for the form of obligation or obligations to be incurred by the Issuer and such covenants and conditions are hereby made binding upon the Issuer, including the promise to pay therein contained.

(f) The Bonds are to be issued in connection with the Program in order to provide all or a portion of the funds needed to (i) finance and/or refinance costs of the Project, (ii) fund a portion of a capital reserve fund, and/or (iii) pay costs of issuance and other related costs of the Bonds. Under the Program, the Issuer will enter into a Repayment Agreement and a Pledge Agreement with the Administration (respectively, the "Repayment Agreement" and the "Pledge Agreement"). The Issuer also will execute and deliver in connection with the issuance of the Bonds and the Program any additional documents, agreements, instruments and certificates requested by the Administration (which, together with the Repayment Agreement and the Pledge Agreement, are herein referred to as the "Program Documents"). The Program Documents shall be in such forms and shall contain such terms and conditions as shall be approved by the Mayor and/or the City Administrator and acceptable to, and otherwise approved by, the Administration.

(g) Because this Ordinance is being passed before the details have been finalized for the financing pursuant to which the Administration will issue the Administration's Bonds (the "Administration Financing") that will fund the Loan to the Issuer under the Program, the Mayor

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is hereby authorized to make such changes to the amount and form of the Bonds, including insertions therein or additions or deletions thereto, as may be necessary or appropriate to conform the terms of the Bonds to the terms of the financing to be provided to the Issuer under the Program. Without limiting the foregoing, it is presently contemplated that the Loan will be in an amount not to exceed $2,471,000.00 in aggregate principal amount hereby authorized, subject to final approval by the Administration; accordingly, the Mayor is specifically authorized: (i) to make changes to the aggregate principal amount of the Bonds in order to reflect the final aggregate principal amount of the Loan, not to exceed $2,471,000.00 as approved by the Administration and accepted by the Issuer, and (ii) to authorize and approve an interest rate or rates and payment schedule(s) reflecting the principal and interest payments with respect to the Bonds but not to exceed the maximum total interest cost to be borne by the Bonds as set forth in subsection (d) above.

(h) This borrowing is in conformance with and does not exceed any and all applicable debt limitations under the Charter of the Issuer (the "Charter").

Section 2. Execution and Completion of Documents. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor, and the seal of the Issuer shall be affixed thereto or reproduced thereon and attested by the manual signature of the City Clerk of the Issuer (the "City Clerk"). The Program Documents shall be executed on behalf of the Issuer by the Mayor and/or the City Administrator. In the event any official whose signature appears on any of the Bonds or the Program Documents shall cease to be an official prior to the delivery of the Bonds or the Program Documents, or, in the event any official whose signature appears on any of the Bonds or the Program Documents becomes an official after the date of the issue, the Bonds or the Program Documents shall nevertheless be valid and binding obligations of the Issuer in accordance with their terms. The Mayor is hereby authorized, empowered and directed to complete the applicable forms of the Bonds and to make modifications, deletions, corrections or other changes thereto in any manner which the Mayor, in the Mayor's discretion, shall deem necessary or appropriate in order to complete the issuance and sale of the Bonds, as will not alter the substance thereof. The Mayor and/or the City Administrator are hereby authorized, empowered and directed to complete the applicable forms of the Program Documents and to make modifications, deletions, corrections or other changes thereto in any manner which such official(s), in the discretion of such official(s), shall deem necessary or appropriate in order to complete the execution and delivery of the Program Documents in accordance with the provisions of this Ordinance, as will not alter the substance thereof. The execution and delivery of the Bonds by the Mayor and the execution and delivery of the Program Documents by one or more of the duly authorized officials provided for in this Section 2 shall be conclusive evidence of such official's or officials' approval of the forms and substance thereof. To the extent appropriate, additional officials of the Issuer and the counsel to the Issuer may be signatories to the Program Documents with respect to facts, representations, certifications, covenants and agreements within the scope of their respective responsibilities or authority.

Section 3. Registration of Bonds. The City Clerk shall act as registrar for the Bonds and shall maintain registration books for the registration and registration of transfer of the Bonds. No

security or bond shall be required of the City Clerk in the performance of the duties of registrar for the Bonds.

The Issuer may deem and treat the person in whose name any Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes.

Section 4. Prepayment. The Bonds are being issued in connection with the Program and will secure payment of the Administration's Bonds, which are being issued by the Administration to provide funds to purchase the Bonds from the Issuer, among other purposes. The Repayment Agreement limits the right of the Issuer to prepay the Bonds in accordance with restrictions upon the right of the Administration to redeem the Administration's Bonds. Accordingly, the Issuer may prepay the Bonds only in accordance with the provisions of the Repayment Agreement and the terms governing prepayments as set forth in the Bonds.

Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, lost or stolen, the Issuer may cause to be executed and delivered a new Bond of like series or subseries, date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Issuer in connection therewith and, in the case of any Bond being destroyed, lost or stolen, upon the owner filing with the Issuer evidence satisfactory to it that such Bond was destroyed, lost or stolen, and furnishing the Issuer with indemnity satisfactory to it. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen: (i) may be typewritten, printed or otherwise reproduced in a manner acceptable to the Administration, and (ii) shall constitute an original contractual obligation on the part of the Issuer under this Ordinance whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be equally and proportionately entitled to the benefits of this Ordinance with all other like Bonds, in the manner and to the extent provided herein.

Section 6. Use of Proceeds. The proceeds of the Bonds shall be held and invested by the Administration in its sole discretion and shall be:

(a) Administered and disbursed by the Administration pursuant to the Repayment Agreement. The proceeds of the Bonds shall be used, when and as required, to pay Development Costs (as defined in the Repayment Agreement).

(b) After the Project has been completed and all Development Costs in connection therewith have been paid, any balance of the proceeds of the sale of the Bonds held by the Administration under the Repayment Agreement may be applied to the next maturing principal installment or installments, payment of interest on the Bonds or prepayment of the Bonds, as permitted by the Administration.

Section 7. Covenants. The Issuer covenants with the Administration and for the benefit of the Administration and the owners from time to time of the Bonds that so long as the Bonds or installments of principal thereunder shall remain outstanding and unpaid:

(a) The Issuer will duly and punctually pay, or cause to be paid, to the Administration the principal of the Bonds, premium (if any) and interest accruing thereon, at the dates and places and in the manner mentioned in the Bonds from unlimited ad valorem taxes in the event that available funds are inadequate to make such payment.

(b) The Issuer covenants that so long as any of the Bonds are outstanding and not paid, unless other funds are available for payment of principal of, premium, if any, and interest on the Bonds, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on the Bonds as the same become due and payable; and in the event that the revenues available from the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the Issuer shall levy additional taxes in the succeeding fiscal year to make up such deficiency; and the full faith and credit and the unlimited taxing power of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due.

(c) The Issuer will promptly provide to the Administration (or to any person designated by the Administration) all financial information and operating data concerning the Issuer as may be required by the Administration in its discretion in order for the Administration to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, applicable to the Administration's Bonds.

Section 8. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract with the purchasers and owners from time to time of the Bonds, and this Ordinance shall not be repealed, modified or altered in any manner materially adverse to the Administration and/or the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds and the Administration.

Section 9. Pledge of Local Government Payments. As contemplated and authorized by Section 4-229(b) of the Act, the Issuer hereby pledges, assigns and grants a lien and a security interest to the Administration, its successors in trust and assigns, in all right, title and interest of the Issuer in and to the Local Government Payments (as defined in the Pledge Agreement), now or hereafter acquired, (i) to secure payment of the principal of, premium, if any, and interest on the Bonds and any other Local Obligations (as defined in the Pledge Agreement) issued and to be issued from time to time by the Issuer under the Program and (ii) to provide for deposits to the capital reserve fund securing the Bonds the amount of the Issuer's portion of any deficiency in such capital reserve fund as the Administration shall require, all as more fully set forth and provided in the Pledge Agreement.

Section 10. Purchase Price of Bonds. The Bonds shall be sold for cash in accordance with the terms and provisions of this Ordinance at par, or if premium or discount is permitted by law, at such premium or discount as is agreed to with the Administration in accordance with the terms and provisions of this Ordinance, and as authorized by Section 4-229(a) of the Act.

Section 11. Sale of Bonds. The Bonds shall be sold to the Administration under the Program at private sale, as authorized by Section 4-229(a) of the Act.

Section 12. Authority to Take Action; Publication and Public Hearing.

(a) The appropriate officials and employees of the Issuer are hereby authorized and directed to do all acts and things required of them by the provisions of this Ordinance, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bonds, the Program Documents and this Ordinance and to do and perform all acts and to execute, seal and deliver all documents or instruments of writing which may be necessary or desirable to carry out the full intent and purpose of this Ordinance and the Program Documents.

(b) As required by the Act, prior to the issuance of the Bonds, the Issuer shall publish in a newspaper of general circulation in the jurisdiction of the Issuer a notice of the proposed issuance of the Bonds, which notice shall include the proposed amount of the issue, the nature of the projects to be financed or refinanced, the time and place of the public hearing, the name of the person(s) and address of the place where written comments may be sent, and the Issuer shall hold a public hearing on the proposed issuance of the Bonds. Such actions may be (or have been) taken prior to or simultaneously with the passage of this Ordinance.

(c) The Issuer shall comply with any publication and/or posting requirements set forth in its Charter that are determined to be applicable to this Ordinance.

Section 13. Tax Matters

(a) Any one or more of the Mayor, the City Administrator, the Treasurer of the Issuer (the "Treasurer") and/or the Comptroller of the Issuer (the "Comptroller") shall be the officers of the Issuer responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller shall also be the officers of the Issuer responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Issuer (the "Section 148 Certificate") which complies with the requirements of Section 148 ("Section 148") of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Arbitrage Regulations"), and such official or officials are hereby directed to execute the Section 148 Certificate and to deliver the same to the Administration on the date of the issuance of the Bonds. The Section 148 Certificate may be contained within any of the Program Documents at the discretion of the Administration.

(b) The Issuer 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 Bonds, or of any monies, securities or other obligations to the credit of any account of the Issuer which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, "Bond Proceeds"). The Issuer covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Issuer's reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying official's or officials' knowledge, true and correct as of that date.

(c) The Issuer covenants and agrees with each of the holders of any of the Bonds 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 which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 and the regulations thereunder which are applicable to the Bonds on the date of issuance of the Bonds and which may subsequently lawfully be made applicable to the Bonds.

(d) The Issuer further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officials, officers, employees and agents of the Issuer are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Issuer's compliance with, the covenants set forth in this Section.

(e) Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller, on behalf of the Issuer, may make such covenants or agreements in connection with the issuance of Bonds issued hereunder as such official(s) shall deem advisable in order to assure the registered owners of such Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the Issuer so long as the observance by the Issuer of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the Issuer regarding compliance with the provisions of the Code as such identified official(s) shall deem advisable in order to assure the registered owners of such Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including, without limitation, covenants or agreements relating to the investment of the proceeds of such Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds. Such official(s) may also make on behalf of the Issuer any elections, designations or determinations authorized or permitted by the Code or the Arbitrage Regulations.

Section 14. Effective Date; Miscellaneous. (a) Notwithstanding the provisions of Section 82A(b)(3) of the Charter, pursuant to Section 4-232(c) of the Act, this Ordinance shall take effect from the date of its passage by the Mayor and City Council of the Issuer (the "Mayor and City Council"), and it is the intent hereof that the laws of the State of Maryland shall govern its construction and the construction of the Bonds. Any copy of this Ordinance duly certified by the City Clerk or the City Clerk's successor in office shall constitute evidence of the contents and provisions hereof.

(b) Any reference to an official of the Issuer in this Ordinance shall be deemed to include any such official serving in an "acting" capacity (e.g., the Acting City Administrator of the Issuer or the Acting City Clerk of the Issuer). Any reference to an official of the Issuer in this Ordinance shall be deemed to include references to such official if generally known by another title; titles of officials as used in this Ordinance correspond to the titles used in the Charter or the City Code of the Issuer (the "City Code").

(c) In the event the position of any official who is referred to by title in this Ordinance is vacant at the time any action authorized to be taken by such official in accordance with the provisions of this Ordinance shall occur, and no person has been appointed to such position (including in an "acting" capacity) and is incumbent in such position, references in this Ordinance to such official shall be deemed to refer to any other appropriate official of the Issuer charged with such responsibilities under the Charter or the City Code or, to the extent not so provided for in the Charter or the City Code, as designated by the Mayor and City Council. Written evidence of any such designation shall be provided to the Administration. Notwithstanding the foregoing sentence, in the event two or more officials are charged with responsibility for taking any actions in accordance with the provisions of this Ordinance and only one such position is filled at the applicable time, any such action may be taken solely by the remaining official.

(d) References in this Ordinance to the phrase "to finance", "to pay" or "to fund" or similar phrases shall be deemed to refer to and include "to reimburse" or similar phrases.

(e) The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for all purposes.

(f) Pursuant to Section 4-232(b) of the Act, this Ordinance shall be subject to petition to referendum by the qualified voters of the Issuer in accordance with Section 82A(c) of the Charter provided that the petition is filed not later than 20 days after this Ordinance is passed by the Mayor and City Council. The provisions of Section 82A(c) of the Charter allowing for a referendum petition to be filed within 30 days following passage of a bond ordinance shall be disregarded and the provisions of Section 4-232(b) of the Act shall control the period in which any referendum petition must be filed.

(g) To the extent not paid from proceeds of the Bonds, the Issuer shall pay costs of issuance relating to the Bonds from other available sources.

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(h) The Mayor's signature on this Ordinance constitutes and signifies his approval of this Ordinance as required by Section 4-232(a)(1)(ii) of the Act.

(i) The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated hereby.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

_____
Brian K. Grim
Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Introduced: _____, 2018

Passed: _____, 2018

Effective: _____, 2018

Exhibit A. – Form of Bond

#204452;10002.070

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[FORM OF BOND]

EXHIBIT A

United States of America
State of Maryland
Mayor and City Council of Cumberland
Infrastructure Bond, 2018 Series A

No. R-1 $_____

Mayor and City Council of Cumberland, a municipal corporation duly organized and existing under the Constitution and laws of the State of Maryland (the "Issuer"), hereby promises to pay to the

Maryland Community Development Administration

or its registered assigns, the principal amount of _____ Dollars ($_____), plus interest on each unpaid principal installment at rates per annum resulting in the total interest cost ("TIC") (expressed as a yield) set forth on Exhibit A attached hereto, in lawful money of the United States of America, as follows: (a) interest on the outstanding and unpaid principal of this bond shall be due and payable in semiannual payments commencing on _____, 20__, and continuing on the first day of [October] and [April] in each year thereafter until final maturity; (b) principal of this bond shall be paid commencing on _____ and on [April 1] in each year thereafter until final maturity in the aggregate amount of principal installments as set forth on Exhibit A. Payment of the principal hereof and the interest due hereon shall be made by check mailed to the address of the registered owner of this bond as shown on the registration books maintained by the Issuer, or in such other manner and to such other address as the registered owner of this bond may designate. If any payment of the principal of or interest on this bond shall be due on a day other than a Business Day (defined herein), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. A "Business Day" is any day other than a Saturday, Sunday or legal holiday in the State of Maryland observed as such by the Issuer.

In the event any payment hereon (whether principal, interest or both) is not paid when due and payable, such payment shall continue as an obligation of the Issuer and shall bear interest until paid at the rate or rates of interest borne by this bond.

This bond, designated as "Mayor and City Council of Cumberland Infrastructure Bond, 2018 Series [A]" (this "Bond"), is a general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) information technology

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~~Strike-through~~ = Indicates material deleted by amendment after introduction

improvements, equipment and software, (B) new and/or replacement vehicles and equipment (including heavy duty vehicles and equipment), (C) facility and property improvements (including, without limitation, HVAC units for the Municipal Service Center), (D) water and wastewater filtration plant improvements, and/or (E) water distribution infrastructure, waterline, valve, meter and dam design and improvement/replacement, (ii) funding a portion of a capital reserve fund, and/or (iii) paying issuance and other costs related to this Bond. Unless paid from other sources, the Issuer covenants that so long as any portion of this Bond is outstanding and not paid, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on this Bond as the same become due and payable.

This Bond is issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, Sections 81 and 82A of the Charter of the Issuer, and Ordinance No. _____ of the Issuer passed on _____, 2018 and effective on _____, 2018 (the "Ordinance"). The full faith and credit of the Issuer are hereby irrevocably pledged to the payment of the principal of this Bond and the interest to accrue hereon.

This Bond is issued in connection with the Local Government Infrastructure Financing Program of the Community Development Administration, a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland (the "Administration"). This Bond is subject to the terms and conditions of the Repayment Agreement dated as of _____, 2018, between the Issuer and the Administration (the "Repayment Agreement").

This Bond is not subject to prepayment by the Issuer prior to [April] 1, 20____. On or after _____, this Bond is subject to prepayment by the Issuer at the prepayment prices, expressed as a percentage of the principal amount to be prepaid, plus accrued interest, if any, to the prepayment date, on the principal amount thereof, and during the periods (both dates inclusive) listed below:

Period	**Price**
_____ through _____	%
_____ through _____	
_____ through thereafter	

Notice of prepayment shall be given, the date of prepayment determined, and all prepayments of this Bond shall be applied in accordance with the provision of the Repayment Agreement.

The Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond shall be overdue, for the purpose of receiving payment

Underlining = Indicates material added by amendment after introduction
~~Strike-through~~ = Indicates material deleted by amendment after introduction

thereof and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

This Bond is assignable and upon such assignment the assignor shall promptly notify the Issuer by certified mail, and the assignee shall surrender this Bond to the Issuer for transfer on the registration records and verification of the portion of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take this Bond subject to such condition. In connection with any transfer of this Bond, the Issuer may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer and any reasonable fees or expenses of the Issuer incurred in connection with such transfer.

Principal of this Bond is paid in annual installments and this Bond is subject to partial redemption without any notation of such payment being made on this Bond or the surrender of this Bond for cancellation and the issuance of a new Bond or Bonds in the amount of the unpaid principal hereof. Accordingly, the outstanding principal of this Bond may be less than the stated face amount hereof and any purchaser or transferee of this Bond should contact the Issuer and the prior owner of this Bond to ascertain the outstanding face amount hereof.

As declared by Section 4-231(c) of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, this Bond shall have and possess all the attributes of negotiable instruments as provided in Section 19-224 of the Local Government Article of the Annotated Code of Maryland, as amended. This Bond is issued with the intent that the laws of the State of Maryland shall govern its construction.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based hereon or on the Ordinance against any elected or appointed official or employee, past, present or future of the Issuer or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the owner of the delivery of this Bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this Bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Charter of the Issuer and the proceedings of the Issuer.

IN WITNESS WHEREOF, Mayor and City Council of Cumberland has caused this Bond to be signed in its name by the manual or facsimile signature of its Mayor and its corporate seal to be affixed hereto and attested by the manual signature of the City Clerk, as of _____, 2018.

(SEAL)

ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
City Clerk

By: _____
Mayor

Underlining = Indicates material added by amendment after introduction
~~Strike-through~~ = Indicates material deleted by amendment after introduction

BOND PAYMENT SCHEDULE

[Use the following paragraph (with necessary modifications) to clarify the amount to be paid under the schedule prepared by the Financial Advisor.]

[Repayment Schedule to be Inserted.]

Each installment of Principal and Interest or Interest alone shall be the aggregate of amounts set forth in this Exhibit A for the date of such payment as shown under the heading designated "Debt Service."

Underlining = Indicates material added by amendment after introduction
~~Strike-through~~ = Indicates material deleted by amendment after introduction

Regular Council Agenda
June 5, 2018

Description

Ordinance *(1st reading)* - authorizing the issuance and sale of general obligation debt not to exceed $2,471,000 to be issued under the State of MD's Local Government Infrastructure Financing Programs to finance or refinance the costs of a) information technology improvements, equipment and software, b) new and/or replacement vehicles and equipment, c) facility and property improvements (including HVAC units for Mun. Serv. Center), d) water and wastewater filtration plant improvements, e) water distribution infrastructure, waterline, valve, meter and dam design and improvement/replacement

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SECTION 24-86 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PROVIDING FOR A SCHEDULE OF WATER RATES."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, That Section 24-86 of the Code of the City of Cumberland (1991 Edition) be and hereby repealed and reenacted, with amendments, to read as follows:

Section 24-86 Schedule

Effective July 1, 2018, the rates and charges for the use of water supplied by the Water Department shall be as follows, and no abatement or release therefrom is permitted:

(a) EQUIVALENT DWELLING UNIT (EDU). The minimum meter charges shall be determined by the Equivalent Dwelling Unit (EDU), which shall be determined by the size of the meter servicing the customer. The following table sets forth the EDU multiplier for each meter size:

Meter size (inches)	EDU
¾ and below	1
1	2.5
1-1/2	5
2	8
3	16
4	25

6	50
8	80

(b) MINIMUM METER CHARGE FOR INSIDE CITY. The minimum charge for residential and industrial meter customers within the City shall be Four Dollars and Sixty-Six Cents ($4.66) per month per EDU, for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any month, such excess shall be charged for according to the schedule of rates set forth in subsection (f) of this section.

(c) MINIMUM METER CHARGE FOR OUTSIDE CITY. The minimum charge for residential and industrial meter customers outside the City shall be Six Dollars and Ninety-Nine Cents ($6.99) per month per EDU for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any quarter, such excess shall be charged for in accordance with the schedule of rates as set forth in subsection (f)of this section.

(d) MINIMUM METER CHARGE FOR WATER COMPANIES. The minimum charge for water companies shall be Thirty-Two Dollars and Two Cents ($ 32.02) per month per EDU for single Water Company accounts such water company has with the City for which sum water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds the consumption in excess of capacity fee, in any month, such

excess shall be charged for according to the schedule of rates set forth in subsection (f) of this section, as appropriate.

(e) Flat rates. There shall be no flat rate customers and the consumption of any customer found not to have a meter shall be estimated and such customer shall be charged double the rates set forth in subsection (b) of this section. All water customers outside the City shall be meter customers, and it shall be unlawful for the Water Department to furnish customers outside the City on a flat rate basis.

(f) CONSUMPTION RATES. The rates per month for residential and industrial water customers shall be as follows:

Class	**Consumption**	**Rates WITHIN CITY LIMITS**	**RATES OUTSIDE CITY LIMITS**
1	First 100 cubic feet	**$4.66**	**$6.99 per EDU**
2	Next 900 cubic feet, per cubic foot	**0.0425**	**0.0637**
3	Next 199,000 cubic feet, per cubic foot	**0.0340**	**0.0475**
4	Next 1,134,000 cubic feet, per cubic foot	**0.0269**	**0.0404**
5	Next 1,166,000 cubic feet, per cubic foot	**0.0122**	**0.0122**
6	All over 2,500,000 cubic feet, per cubic foot	**0.0030**	**0.0030**

(g) WATER COMPANIES. Companies purchasing in excess of 140,000 cubic feet of water from the City on a monthly basis

and reselling that water shall pay the following monthly rates for each account such water company has with the City.

(1) Water Company. Any wholesale water company purchasing water from the City in excess of 140,000 cubic feet per month shall pay both a capacity fee plus a charge based upon consumption in excess of the capacity fee.

(2) Capacity Fee. Each water company shall pay a fixed capacity fee based on the number of EDU's calculated multiplied times the per month per EDU charge. The EDU amount is calculated annually determined by a percentage (70%) of its highest months usage in the previous fiscal year calculated as follows:

$$\frac{\text{PEAK MONTHLY USE} \times 0.7}{30} / 33.42$$

(3) Consumption in Excess of Capacity Fee. Consumption in excess of the capacity fee shall be billed at the rate for customers located outside the City.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect July 1, 2018.

Passed this _____ day of June, 2018.

_____
Brian K. Grim, MAYOR

ATTEST:

_____
CITY CLERK

1st reading: _____
2nd reading: _____
3rd reading: _____
Passed:_____

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SECTION 24-86 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PROVIDING FOR A SCHEDULE OF WATER RATES."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, That Section 24-86 of the Code of the City of Cumberland (1991 Edition) be and hereby repealed and reenacted, with amendments, to read as follows:

[Section 24-86 Schedule]

Effective ~~February 1, 2010~~ **[July 1, 2018]**, the rates and charges for the use of water supplied by the Water Department shall be as follows, and no abatement or release therefrom is permitted:

[(a) EQUIVALENT DWELLING UNIT (EDU). The minimum meter charges shall be determined by the Equivalent Dwelling Unit (EDU), which shall be determined by the size of the meter servicing the customer. The following table sets forth the EDU multiplier for each meter size:

Meter size (inches)	EDU
¾ and below	1
1	2.5
1-1/2	5
2	8
3	16
4	25
6	50
8	80

~~(a)~~**[b.]** MINIMUM METER CHARGE **[FOR INSIDE CITY.]** The minimum charge for ~~domestic~~ **[residential and industrial]** meter customers within the City shall be ~~Four Dollars and Forty Three Cents ($ 4.43)~~ **[Four Dollars and Sixty-Six Cents ($4.66)]** per month per ~~Equivalent Dwelling Unit~~ EDU, for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any month, such excess shall be charged for according to the schedule of rates set forth in subsection ~~(b)~~ **[(f)]** of this section.

[c. MINIMUM METER CHARGE FOR OUTSIDE CITY.] The minimum charge for ~~domestic~~ **[residential and industrial]** meter customers outside the City shall be ~~Six Dollars and Sixty Five Cents ($ 6.65)~~ **[Six Dollars and Ninety-Nine Cents ($6.99)]** per month per EDU for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any quarter, such excess shall be charged for in accordance with the schedule of rates as set forth in subsection ~~(c)~~ **[(f)]** of this section.

~~"The minimum charge for industrials within the City shall be Four Dollars and Forty Three Cents ($ 4.43) per month per EDU, for which sum water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any month, such excess shall be charged for according to the schedule of rates set forth in subsection (e) of this section.~~

~~"The minimum charge for industrials outside the City shall be Six Dollars and Sixty Five Cents ($ 6.65) per month per EDU, for which sums of water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any month, such excess shall be charged for according to the schedule of rates set forth is subsection (e) of this section.~~

[d. MINIMUM METER CHARGE FOR WATER COMPANIES.] The minimum charge for water companies shall be ~~Thirty Dollars and Forty Nine Cents ($ 30.49)~~ **[Thirty-Two Dollars and Two Cents ($ 32.02)]** per month per EDU for single Water Company accounts such water company has with the City for which sum water up to and including one hundred cubic feet may be used. ~~The minimum charge for combined water companies with multiple accounts shall be Thirty One Dollars and Forty Nine Cents ($ 31.49) [Thirty-Three Dollars and Seven Cents ($33.07)] per month per EDU for all combined accounts such water company has with the City for which sum water up to and including one hundred cubic feet may be used.~~ If the quantity of water used exceeds the consumption in excess of capacity fee, in any month, such excess shall be charged for according to the schedule of rates set forth in ~~subsection (f) or~~ subsection ~~(g)~~ (f) of this section, as appropriate.

[(e) Flat rates.] [**There shall be no flat rate customers and the consumption of any customer found not to have a meter shall be estimated and such customer shall be charged double the rates set forth in subsection (b) of this**

section.] All water customers outside the City shall be meter customers, and it shall be unlawful for the Water Department to furnish customers outside the City on a flat rate basis.

~~(b)~~ **[(f)]** ~~DOMESTIC CONSUMPTION-INSIDE CITY.~~ **[CONSUMPTION RATES.]** The rates per ~~quarter~~ **[month]** ~~for a domestic consumer residing within the City~~ **[for residential and industrial water customers]** shall be as follows:

~~"(1) For the first 100 cubic feet, Four Dollars and Forty Three Cents ($ 4.43).~~

~~"(2) For the next 900 cubic feet, $ .0404 per cubic foot.~~

~~"(3) For the next 199,000 cubic feet, $.0323 per cubic foot.~~

~~"(4) For the next 1,134,000 cubic feet, $.0256 per cubic foot.~~

~~"(5) For the next 1,166,000 cubic feet $ .01161 per cubic foot.~~

~~"(6) For all over 2,500,000 cubic feet, $ .00281 per cubic feet.~~

~~"(c) SAME-OUTSIDE CITY. The rates per quarter for domestic customers living outside the City shall be as follows:~~

~~"(1) For the first 100 cubic feet, Six Dollars and Sixty Five Cents ($ 6.65)~~

~~"(2) For the next 900 cubic feet, Cents $.0606 per cubic feet.~~

~~"(3) For the next 199,000 cubic feet, $.0452 per cubic foot.~~

~~"(4) For the next 1,134,000 cubic feet, $.0384 per cubic feet.~~

~~"(5) For the next 1,166,000 cubic feet $.01161 per cubic feet.~~

~~"(6) For all over 2,500,000 cubic feet, $0.00281 per cubic foot.~~

~~"(d) FLAT RATES. There shall be no flat rate customers and the consumption of any customer found not to have a meter shall be estimated and such customer shall be charged double the rates set forth in subsection (b) of this section.~~

~~"(e) INDUSTRIAL RATES. Any customer using water in connection with the manufacture or production of any product, or any customer using over Forty Thousand cubic feet of water per month, unless specific charges to such customers are herein provided for:~~

Class	**Consumption**	**Rates WITHIN CITY LIMITS**	**RATES OUTSIDE CITY LIMITS**
1	First 100 cubic feet	~~$4.43~~ **[$4.66]**	$6.49 **[$6.99] per EDU**
2	Next 900 cubic feet, per cubic foot	0.0404 **[$0.0425]**	0.0606 **[0.0637]**
3	Next 199,000 cubic feet, per cubic foot	0.0323 **[0.034]**	0.0452 **[0.0475]**
4	Next 1,134,000 cubic feet, per cubic foot	0.0256 **[0.0269]**	0.0384 **[0.0404]**
5	Next 1,166,000 cubic feet, per cubic foot	0.01161 **[0.0122]**	0.01161 **[0.0122]**

6	All over 2,500,000 cubic feet, per cubic foot	0.00281 **[0.003]**	0.00281 **[0.003]**

~~(f)~~ **[(g)]** WATER COMPANIES. Companies purchasing in excess of 140,000 cubic feet of water from the City on a monthly basis **and reselling that water** shall pay the following monthly rates for each account such water company has with the City.

(1) Water Company. Any wholesale water company purchasing water from the City in excess of 140,000 cubic feet per month shall pay both a capacity fee plus a charge based upon consumption in excess of the capacity fee.

(2) Capacity Fee. Each water company shall pay a fixed capacity fee **based on the number of EDU's calculated multiplied times the per month per EDU charge. The EDU amount is calculated annually** determined by a percentage **(70%)** of its highest months usage in the previous fiscal year calculated as follows:

$$\frac{\text{PEAK MONTHLY USE} \times 0.7}{30} / 33.42$$

(3) Consumption in Excess of Capacity Fee. Consumption in excess of the capacity fee shall be billed at the rate for ~~industrial~~ customers located outside the City.

~~(g) COMBINED MULTIPLE WATER METERS FOR A SINGLE WATER COMPANY. Companies purchasing from at least one location in excess of 140,000 cubic feet of water from the City on a monthly basis, and with multiple water meter accounts for multiple water company locations, with the City, all being owned by the same single WATER COMPANY, shall pay the following monthly rates for the combined accounts such water company has with the City.~~

~~(1) Water Company. Any wholesale water company purchasing water from the City in excess of 140,000 cubic feet per month shall pay both a capacity fee plus a charge based upon consumption in excess of the capacity fee.~~

~~(2) Multiple Water Accounts shall mean where there are multiple (more than one) water meters, at multiple (more than one) locations which qualify as a Water Company.~~

~~(3) Capacity Fee. Each water company shall pay a fixed capacity fee determined by a percentage of its highest months usage in the previous fiscal year calculated as follows:~~

$$\frac{\text{PEAK MONTHLY USE} \times 0.6}{30} / 33.42$$

~~(4) Consumption in Excess of Capacity Fee. Consumption in excess of the capacity fee shall be billed at the rate for industrial customers located outside the city.~~

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ~~March 1, 2010~~ **[July 1, 2018]**.

Passed this _____ day of June, 2018.

_____
Brian K. Grim, MAYOR

ATTEST:

_____
CITY CLERK

Note*

~~Strikethough~~ = deleted text

[ ] = added text

Regular Council Agenda
June 5, 2018

Description

Ordinance *(1st reading)* - to repeal and reenact with amendments, Section 24-86 of the Code to provide for an new schedule of water rates to be effective July 1, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** ___June 5, 2018_____

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Estate of Robert W. Horner and the Mayor and City Council of Cumberland to convey property at 314 Broadway Street (Allegany County Land Records Deed Liber 624, folio 173) to the City; and

BE IT FURTHER ORDERED, that the Mayor, City Administrator, and City Solicitor be and are hereby authorized to execute documentation necessary to effect the transfer.

_____

Brian K. Grim, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Robert W. Horner and Mabel L. Lee** ("Donors") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, Donors are the record title holders of the real property and the improvements thereon located at 314 Broadway Street, Cumberland, MD 21502 (the "Property") which is more particularly described in the deed recorded among the Land Records of Allegany County, Maryland in Deed Liber 624, folio 173;

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

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

WITNESSETH:

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

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

2. **Donation.** Subject to the terms and conditions of this Agreement, Donors agree to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

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

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

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

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

If, notwithstanding the foregoing, personal property remains in the Property subsequent to closing, it shall be deemed abandoned and the City may dispose of it in any manner it sees fit without any liability therefor.

4.3. **Waiver of Contingencies.** The City may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement.

5. **Appraisal.** Donors have the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donors shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)[1]. Upon the City's acceptance of the deed and its receipt of the appraisal and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donors shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well

---

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

(i) The amount of cash and a description (but not value) of any property other than cash contributed.

(ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).

(iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donors with respect to such matters.

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

7. **Possession.** Donors agree to give possession and occupancy of the Property to the City upon the completion of closing.

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

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

10. **Real Estate Taxes/Water & Sewer Bills.**

10.1. **Real Estate Taxes.** The City will waive all City real estate taxes due on the Property, if any. It will secure a waiver of the County real estate taxes due, if any, or it will pay them.

10.2. **Water & Sewer Bills.** The City will waive all City water and sewer bills presently due on the Property.

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

12. **Assignability.** The City has the unqualified right to assign this Agreement to a third party.

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

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

To Donors:

Robert W. Horner
c/o Elizabeth E. Lamm, Guardian
11 Prospect Square
Cumberland, MD 21502

Mabel L. Lee
11412 Longview Drive
Hagerstown, MD 21740

To the City:

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

with a copy to:

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

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

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

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

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

WITNESS/ATTEST:

_____

_____

Elizabeth E. Lamm, Guardian of Property (SEAL)
Elizabeth E. Lamm, Guardian of the Property of Robert W. Horner

March 28, 2018
Date

Mabel Lee (SEAL)
Mabel L. Lee

May 21, 2018
Date

MAYOR AND CITY COUNCIL CUMBERLAND

By:_____(SEAL)
Brian K. Grim, Mayor

_____
date

_____
Marjorie A. Woodring,
City Clerk

Regular Council Agenda
June 5, 2018

Description

Order authorizing the execution of a Donation Agreement by the Estate of Robert W. Horner to convey the property at 314 Broadway Street (Allegany County Land Record Liber 624, folio 173) to the City

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** ___June 5, 2018_____

ORDERED,

THAT, the Mayor and City Council hereby accept the deed from the Allegany County Human Resources Development Commission for 7-9 Arch Street, dated April 9, 2018, and recorded among the Allegany County Land Records in Book 2374, Page 305; and

BE IT FURTHER ORDERED, that the Mayor, City Administrator, and City Solicitor be and are hereby authorized to execute documentation necessary to effect the transfer.

_____

Brian K. Grim, Mayor

TAX ACCOUNT NO.: 009428 and 047230

THIS QUITCLAIM DEED, is made this 9th day of April, 2018, by and between ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC., a Maryland corporation having its principal place of business in Allegany County, Maryland ("HRDC"), and MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland ("Cumberland").

Explanation

By Quitclaim Deed dated August 18, 2015, and recorded in Deeds Liber 2173, Folio 382, among the Land Records of Allegany County, Maryland, Cumberland conveyed the property identified as 7 and 9 Arch Street, Cumberland, Allegany County, Maryland (the "Property") to HRDC (the "Deed"). The Deed contained a requirement that HRDC construct a single family home or a duplex dwelling on the Property and further provided that if HRDC failed to construct the required improvements within the time provided, title to the Property would revert to Cumberland. HRDC desires to fulfill its obligations under the terms of the Quitclaim Deed and to confirm by this Quitclaim Deed that all of HRDC's interest in the Property has reverted and revested in Cumberland.

WITNESSETH:

That for and in consideration of the sum of Zero Dollars ($0.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, HRDC does hereby quitclaim to Cumberland, its successors and assigns, all of HRDC's right,

Gorman Getty

title, and interest in and to the Property and estate and in the following described pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to-wit:

7 Arch Street

ALL that lot or parcel of ground situated on the West side of Arch Street, in Cumberland, Allegany County, Maryland, being a part of Lot No. 221 of the Cumberland Improvement and Investment Company's Southern Addition, a Plat of same being recorded in Plat Book No. 1, one of the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron square nail pin standing 21-25/100 feet on the first line of Lot No. 221 of the aforementioned Addition and continuing thence with the West side of Arch Street (magnetic bearings as of the aforementioned Plat and with horizontal measurements) and with the remainder of said first line, North 18 degrees 34 minutes East 18-75/100 feet to an iron square nail pin, standing on the South side of Perry Alley, thence with said South side of Alley, North 71 degrees 26 minutes West 100 feet to a stake standing on the East side of Flora Alley, thence with the East side of Flora Alley, South 18 degrees 34 minutes West 18-75/100 feet to a stake intersecting the center line of partition wall between House Nos. 7 and 9 (year 1950), extended to the Alley on a bearing North 71 degrees 26 minutes West, thence from said stake, and reversing said bearing, South 71 degrees 26 minutes East 100 feet to the BEGINNING.

9 Arch Street

ALL that lot or parcel of ground situated on the West side of Arch Street, in Cumberland, Allegany County, Maryland, being a part of Lot No. 221 of the Cumberland Improvement and Investment Company's Southern Addition, a Plat of same being recorded in Plat Book No. 35, one of the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a large iron square nail pin standing at the end of the first line of Lot No. 220 of the aforementioned Addition and continuing thence with part of the first line of Lot No. 221 and with the West side of Arch Street (magnetic bearings as of the aforementioned plat and with horizontal measurements) North 18 degrees 34 minutes 25/100 feet to a large iron square nail pin, thence with the center line of a partition wall dividing House Nos. 9 and 7 (year 1950), and at right angles to Arch Street, North 71 degrees 26 minutes West 100 feet to a stake standing on the East side of Flora Alley, thence with the East side of Flora Alley, South 18 degrees 34 minutes West 21 25/100 feet to a stake at the end of the second line of the aforementioned Lot No. 220;

thence reversing said second line South 71 degrees 26 minutes East 100 feet to the BEGINNING.

IT BEING the same property which was conveyed from the Mayor and City Council of Cumberland to Allegany County Human Resources Development Commission, Inc., by Quitclaim Deed dated August 18, 2015, and recorded in Deeds Liber 2173, Folio 382, among the Land Records of Allegany County, Maryland.

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 said Mayor and City Council of Cumberland, its successors and assigns, forever in fee simple.

GRANTORS covenants that they will warrant specially the property hereby conveyed and granted, and that they will execute such other and further assurances of the property as may be required.

WITNESS the due execution thereof the day and year first above written.

WITNESS/ATTEST:

ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC.

Rebecca C Minke

By Wendolyn McKenzie (SEAL)
Wendolyn McKenzie,
Executive Director

This is to certify that, according to the records of the Allegany County Tax & Utility Office, there are no taxes due on the property account numbers(s) provided on the cover sheet recorded with this deed
Account(s)# 04-009428
04-047230
4/19/18
Allegany County Tax Office Date

STATE OF MARYLAND,
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of April, 2018, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared Wendolyn McKenzie, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Executive Director of Allegany County Human Resources Development Commission, Inc., and acknowledged the foregoing to be the act and deed of the said Allegany County Human Resources Development Commission, Inc.; and at the same time made oath she is duly authorized by it to make this acknowledgement; and she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $0.00; and she 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 Annotated Code of Maryland as the Grantor is a resident entity of the State of Maryland.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rebecca L Munbie
NOTARY PUBLIC

My Commission Expires:
11/2/21

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, without a title search performed on behalf of the Grantee.

GORMAN E. GETTY, III

LR - Deed (No-Taxes)
Recording Fee 20.00
Name: cumberland mayor and city council
Ref:
LR - Deed (No-Taxes)
Surcharge 40.00

SubTotal: 60.00

Total: 60.00
04/20/2018 12:58
CC01-TL
#10216716 CC0401 -
Allegany

State of Maryland Land Instrument Intake Sheet

☐ **Baltimore City** ☑ **County:** Allegany

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments

(☐ Check Box if addendum Intake Form is Attached.)

☐ Deed ☐ Deed of Trust	☐ Mortgage ☐ Lease	X Other Quit Claim Deed	☐ Other _____

2 Conveyance Type Check Box

☐ Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if applicable)

Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$
Less Exemption Amount −	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	**Doc. 1**	**Doc. 2**
Recording Charge	$ 20.00	$
Surcharge	$ 40.00	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
04	009428 and 047230	2173/382	0111	1776 and 1775	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
Cumberland Improvement and Investment Company	221				

Location/Address of Property Being Conveyed (2)

7 and 9 Arch Street, Cumberland, Maryland 21502

Other Property Identifiers (if applicable)	**Water Meter Account No.**

Residential ☑ **or Non-Residential** ☐ **Fee Simple** ☑ **or Ground Rent** ☐ **Amount:**

Partial Conveyance? ☐ **Yes** ☑ **No** Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	**Doc. 2 – Grantor(s) Name(s)**
Allegany County Human Resources Development Commission, Inc.	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

Regular Council Agenda
June 5, 2018

Description

Order accepting the deed for 7-9 Arch Street (Allegany County Land Records Book 2374, Page 305) from the Allegany County Human Resources Development Commission (HRDC)

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____June 5, 2018____**

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

THAT, the Mayor be and is hereby authorized to execute a Termination of Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Allegany County Human Resources Development Commission, Inc., (HRDC) to formally terminate an prior Memorandum of Understanding (M&CC Order #24,949) and a Revised MOU (M&CC Order No. 24,590) pertaining to a former housing revitalization project, as HRDC's obligations under that project's guidelines have been fulfilled.

_____

Brian K. Grim, Mayor

TERMINATION OF MEMORANDUM OF UNDERSTANDING

THIS TERMINATION OF MEMORANDUM OF UNDERSTANDING ("Termination") is made this ___ day of June, 2018, by and between the Mayor and City Council of Cumberland (the "City") and Allegany County Human Resources Development Commission, Inc. ("HRDC").

RECITALS:

WHEREAS, the City and HRDC entered into a Memorandum of Understanding (also referred as a Revised Memorandum of Understanding) dated June 23, 2009 and approved by the City that same date under Mayor and City Council Order #24,949 (the "Revised MOU") which revised a Memorandum of Understanding approved by the City on July 7, 2007 under Mayor and City Council Order #24,590 (the "MOU");

WHEREAS, the MOU and Revised MOU were entered into for the purpose of initiating a housing revitalization project (the "Project"), which, among other things, involved the creation of a revolving loan fund for the purpose of enabling HRDC to acquire, rehabilitate and resell properties in low to moderate income areas of the City of Cumberland.

WHEREAS, the Revised MOU provides that the Project will terminate December 31, 2021.

WHEREAS, the parties have fulfilled their obligations under the MOU and Revised MOU and now desire to terminate the Project.

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby expressly acknowledged by each of the parties hereto, intending to be legally bound hereby, the parties, each with full legal capacity and authority, do hereby agree as follows:

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

2. **Termination of Project, MOU & Revised MOU.** Effective the date of this Termination, the Project, MOU and Revised MOU are terminated. The City and HRDC shall have no further obligations under the MOU or the Revised MOU.

3. **Miscellaneous Provisions.**

3.1. **Binding Effect.** This Termination shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

3.2. **Captions.** The captions of the various sections and paragraphs of this Termination have been inserted only for the purposes of convenience. Such captions are not a part of this Termination and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Termination.

3.3. **Construction of Assignment.** This Termination, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland.

3.4. **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.

3.5. **Entire Agreement.** This Termination constitutes and contains the entire agreement and understanding among the parties and may not be modified except in a subsequent writing signed by all parties to this Termination.

IN WITNESS WHEREOF, the parties have caused this Termination to be executed as of the day and year the document was executed as set forth below.

WITNESS/ATTEST:

ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC.,

By: _____ (SEAL)
Wendolyn McKenzie,
Executive Director

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____ (SEAL)
Brian K. Grim,
Mayor

_____
Marjorie A. Woodring, City Clerk

CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF COMMUNITY DEVELOPMENT

May 21, 2018

Ms. Wendolyn McKenzie
Allegany County Human Resources
Development Commission
125 Virginia Avenue
Cumberland, MD 21502

Re: Community Legacy Project Number 40106: Community Betterment Areas Homestead Project

Dear Ms. McKenzie:

I am writing in reference to the revised Memorandum of Understanding that the Mayor and City Council of Cumberland entered into with the Allegany County Human Resources Development Commission on June 23, 2019 (Order #24,949). According to the terms under Section 3.7. Termination of the Project, HRDC was to repay the City of Cumberland $75,465.00 upon the termination of the project so that these funds could repay the State of Maryland's Community Legacy loan for the Homestead Project.

On February 21, 2018, the Mayor and City Council of Cumberland received forgiveness of the principal balance of $75,465.00 of the loan by the Maryland Board of Public Works. As a result, the obligation by HRDC to repay these funds to the Mayor and City Council has been forgiven, as well.

Since the Project has been completed in advance of the MOU's termination date, the Project and the MOU need to be formally terminated. In that regard, I have enclosed a Termination of Memorandum of Understanding. If its terms are acceptable, please sign it and return it to me so that we can put it on the agenda for an upcoming meeting of the Mayor and City Council.

We look forward to working with you on future projects. Please contact me at 301-759-6431 or kathy.mckenney@cumberlandmd.gov if I can be of any assistance.

Sincerely,

Kathy McKenney

Kathy McKenney
Community Development Programs Manager

MAYOR
BRIAN K. GRIM

COUNCIL
SETH D. BERNARD
DAVID J. CAPORALE
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER

CITY ADMINISTRATOR
JEFFREY D. RHODES

CITY CLERK/ASST. CITY ADM.
MARJORIE A. WOODRING

CODE COMPLIANCE MANAGER
DAVID COX

COMM. DEV. PROGRAMS MANAGER
KATHY MCKENNEY

MEMBER MARYLAND MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6456 • FAX (301)759-6432 • TDD (800)735-2258

Regular Council Agenda
June 5, 2018

Description

Order authorizing execution of a Termination of Memorandum of Understanding (MOU) with the Allegany County Human Resources Development Commission (HRDC) to formally terminate a prior MOU (Order No. 24,949) and a Revised MOU (Order No 24,590) pertaining to a former housing revitalization project, as HRDC's obligations under that project's guidelines have been fulfilled

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____June 5, 2018____**

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

THAT, the sole source proposal from LB Water Service, Inc., 427 Skelly Road, Chambersburg, PA 17202, for the 600 Flexnet MXU Touchcouplers to be used for upgrades to the Sensus software be and is hereby accepted in the amount not to exceed Eighty-Thousand, Four Hundred Dollars ($80,400); and

BE IT FURTHER ORDERED, that this sole source proposal be and is hereby accepted in accordance with Section 2-171 (c) of the City Code.

_____

Brian K. Grim, Mayor

Fund: Water Distribution

QUOTATION

L/B Water Service, Inc.
427 SKELLY ROAD
CHAMBERSBURG, PA 17202
717-264-8445

Quote Number	
1258853	
Quote Date	Page
5/2/2018	1 of 2

Quote Expires On 6/1/2018

Proposal Submitted to: 18628

CITY OF CUMBERLAND
ATTN: ACCOUNTS PAYABLE
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21502

301-759-6623

Ship To:

CITY OF CUMBERLAND
MUNICIPAL SERVICE CENTER
215 BOWEN STREET
CUMBERLAND, MD 21501

Requested By: Robert (Bob) Rider
Cell Phone: 240-580-0728

PO/Job Name	Salesperson	Entered By
MXU520M-TC-1	Steve Miller	TREVOR_SHORT

Quantity Quoted	UOM	Item ID / Item Description	Unit Price	Extended Price
600.00	EA	MXU520M-TC-1 FLEXNET MIGRATEABLE MXU - PIT VERSION TOUCHCOUPLER SINGLE PORT	$134.00	$80,400.00

Delivery Instructions: I81 SOUTH TO I70 WEST TOWARDS CUMBERLAND.USE EXIT 1A FOR I68 WEST/US-40W.FOLLOW TO THE CITY OF CUMBERLAND.USE EXIT 43B FOR MD-51.MAKE A LEFT ONTO HOWARD FOR SHORT DISTANCE.MAKE A RIGHT ONTO MD-51 EAST INDUSTRIAL BLVD.FOLLOW PAST LARGE RED ROOF BUILDING ON RIGHT.TURN RIGHT ON VIRGINIA AVE.TURN RIGHT ON BOWEN STREET.TAKE TO END AND BUILDING SHOULD BE DIRECTLY AHEAD.

Total Lines: 1

SUB-TOTAL:	80,400.00
TAX:	0.00
EXTENDED QUOTE $$:	**80,400.00**

Gmail by Google

Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: Message from KM_C258

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> Wed, May 16, 2018 at 5:02 PM
To: Margie Woodring <margie.woodring@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Robert Rider <bob.rider@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Approved

Jeffrey D. Rhodes, ICMA-CM
City Administrator
City of Cumberland, Maryland
301-759-6424

Email: jeff.rhodes@cumberlandmd.gov
Website: www.cumberlandmd.gov

On Wed, May 16, 2018 at 4:12 PM, Margie Woodring <margie.woodring@cumberlandmd.gov> wrote:

Jeff,

I think I was just waiting on a sole source approval from you to add this to the agenda.

Margie Woodring

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

---------- Forwarded message ----------
From: **Robert Rider** <bob.rider@cumberlandmd.gov>
Date: Mon, May 7, 2018 at 1:50 PM
Subject: Fwd: Message from KM_C258
To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Jeff,

This is the quote for the Flexnet MXU Touchcoupler's for M&CC approval.

As you know we are upgrading our Sensus software, we will be using around 400 to complete a change out that needs done to complete the upgrade, the rest used this year in our cross connection program.

We are saving $ 16.00 each off the price we normally pay.

L.B Water is our sole source supplier for Sensus products.

Thank You

Bob Rider
Water Services Superintendent

--------- Forwarded message ----------
From: <copier@cumberland.md.gov>
Date: 2018-05-07 12:40 GMT-04:00
Subject: Message from KM_C258
To: bob.rider@cumberlandmd.gov

Regular Council Agenda
June 5, 2018

Description
Order accepting the sole source proposal from LB Water Service to provide 600 Flexnet MXU Touchcouplers for upgrades to the Sensus software in an amount not to exceed $80,400

Approval, Acceptance / Recommendation
City Administrator approval for sole source attached.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)
Water Distribution

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____June 5, 2018____**

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

THAT, Councilman Seth Bernard be and is hereby appointed to the Board of the Cumberland Economic Development Commission (CEDC) as the City of Cumberland's representative.

_____

Brian K. Grim, Mayor

Regular Council Agenda
June 5, 2018

Description

Order appointing Councilman Seth Bernard to the Board of the Cumberland Economic Development Commission as the City Representative

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____June 5, 2018____**

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

THAT, the Mayor be and is hereby authorized to execute a Ground Lease Agreement by and between the Mayor and City Council of Cumberland and Rocon, LLC, 9101 Chesapeake Avenue, Sparrows Point, Maryland, 21219, pertaining to Rocon's lease of City-owned property located at Eleanor Terrace, and granting permission to construct a radio communications tower at that site for a term of five (5) years, with provisions for automatic renewals for five (5) additional five-year terms, with an initial annual rent of Nine Thousand, Six Hundred Dollars and No Cents ($9,600.00), which shall increase by 3% each year thereafter.

_____

Brian K. Grim, Mayor

GROUND LEASE AGREEMENT

This Cellular Tower Ground Lease Agreement ("Agreement"), made this _____ day of _____, 2018, between Mayor and City Council of Cumberland, a Maryland municipal corporation, with its principal offices at 57 N. Liberty Street, Cumberland, Maryland 21502 (hereinafter designated "LESSOR") and Rocon, LLC, a Maryland Limited Liability Company, with its principal offices at 9101 Chesapeake Avenue, Sparrows Point, Maryland 21219 (hereinafter designated "LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain real property ("the Tower Space") on LESSOR's existing property located at Eleanor Terrace, Cumberland, Allegany County, Maryland and being further described in the deeds recorded among the Land Records of Allegany County, Maryland in Deed Liber 161, folio 209 and in Deed Liber 2062, folio 352 (the entirety of LESSOR's property which is described in said deeds is referred to hereinafter as the "Property"), together with a parcel of land approximately 100' x 100' containing 10,000 square feet (the "Land Space") sufficient for the installation of LESSEE's equipment building(s)/cabinets; together with the Easements (defined below in Paragraph 2) for ingress and egress, twenty four (24) hours a day, seven (7) days a week. The Tower Space, Land Space and Easements are substantially described in Exhibit "A" attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

LESSOR hereby grants permission to LESSEE to construct a Tower (defined below in Paragraph 9) and to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. It is understood that this grant of permission is contingent upon the approval of the City of Cumberland Board of Zoning Appeals and obtaining a building permit from the City of Cumberland. It is also understood that other government approvals are required for the conduct of the operations described herein, and that this Agreement does not constitute and may not be interpreted to be a grant of such approvals.

2. GRANT OF EASEMENTS. LESSOR hereby grants to LESSEE a non-exclusive access easement thirty (30) feet in width from the Tower Space to the nearest accessible public right-of-way (the "Access Easement") and a non-exclusive utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibit A attached hereto and incorporated herein. LESSOR shall have the absolute right to determine the location of the Easement Parcels. The Easements granted herein shall include, but not be limited to:

a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels,

b. The right to improve an access road within the Access Easement Parcel,

c. The right to place, use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,

d. The right to enter and temporarily rest upon the Property and/or LESSOR's adjacent lands for the purposes of:

(i) Installing, repairing, replacing and removing the Improvements (as defined below in Paragraph 9) and any other personal property of LESSEE from the Tower Space, and

(ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and

(iii) Should LESSEE cause any damage to LESSOR's adjacent lands or anything thereon or therein, LESSEE shall immediately repair the same, at its sole liability and expense.

e. The right of pedestrian and vehicular ingress and egress to and from the Tower Space at any time over and upon the Access Easement Parcel. LESSOR agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as LESSEE may request in order to further the purposes for which LESSEE has been granted the easements set forth in this Paragraph 2. Notwithstanding the foregoing, LESSOR reserves the right to withhold said consent in the event such additional grants of easement would interfere with its present or planned use of the subject area.

3. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A", provided said survey is approved by LESSOR's City Engineer in writing, said approval not to be unreasonably withheld. Cost for such work shall be borne by LESSEE.

4. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Nine Thousand Six Hundred and 00/100 Dollars ($9,600.00), subject to annual adjustments as are provided for hereinafter, to be paid in equal monthly installments on the first day of the month, in advance, without deduction, set-off, recoupment, counterclaim or demand, to "City Clerk, City of Cumberland", or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 26 below. The

Agreement shall commence based upon the date LESSEE commences construction activities on the Premises. In the event the date LESSEE commences construction activities on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date construction commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to LESSOR the rental payments for January 1 and February 1 by February 13.

On every annual anniversary of the Commencement Date, throughout the duration of this Agreement, whether during the initial term or any renewal term, the annual rental shall increase by three percent (3%) over the prior year's rent.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE the following documentation (the "Rental Documentation"): (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then LESSEE shall pay LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the

sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at 9101 Chesapeake Avenue, Sparrows Point, Maryland 21219. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

d. Following the Commencement Date, LESSOR shall only be entitled to the rental payments in accordance the provisions of Paragraph 4(a), until such a time that a second carrier seeks to co-locate its equipment at the Tower Space and Land Space. In such instances, LESSEE shall pay to LESSOR twenty-five percent (25%) of the annual co-location rent LESSEE receives from each additional carrier. LESSEE shall verify the amount of any such co-location rent by providing to LESSOR the co-location lease. This Paragraph 4(d) does not apply to the initial carrier that places its equipment in the Tower.

e. In the event that LESSEE does not obtain all required approvals necessary for the construction of the Tower, LESSEE may, at its sole discretion, terminate this Agreement. Any termination under this Paragraph 4(e) shall terminate any and all obligations under this Agreement, thereby rendering it null and void.

5. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

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8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any

personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

9. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Tower Space and Land Space to construct, operate, repair, modify as necessary, and maintain thereon a 170' communications antenna monopole tower (including aviation hazard lights when required) (the "Tower"), one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); LESSEE's use described in this Paragraph 9 is hereinafter referred to as the "Permitted Use". LESSEE shall have unlimited access to the Premises twenty-four (24) hours a day, seven (7) days a week. All improvements, equipment, antennas and conduits shall be installed at LESSEE's expense and their installation shall be subject to the approval of LESSOR, said approval not to be unreasonably withheld. Subject to the other terms of this Agreement, LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement.

10. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property

damage (1) resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, or (2) resulting from or arising out of a material breach in the terms of this Agreement.

Notwithstanding anything herein to the contrary, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage (1) resulting from or arising out of the negligence or willful misconduct of any Co-Locator (as that term is defined hereinafter), its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents, or (2) resulting from or arising out of a Co-Locator's failure to comply with its obligations under the terms of this Agreement or the obligations of LESSOR under Paragraphs 9, 11(b), 15 and 16 of this Agreement had they been made applicable to a Co-Locator.

The indemnifications provided for in this Paragraph and elsewhere in this Agreement shall include indemnity against all reasonable costs, expenses (including, but not limited to, attorneys' fees), and liabilities incurred in or in connection with any such claim, and the defense thereof. The Parties' respective obligations under this Paragraph shall survive the expiration or termination of this Agreement.

11. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, to the extent such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of Two Million and No/100 Dollars ($2,000,000). In addition, LESSEE shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars ($1,000,000); and all risk property insurance covering all personal property of LESSEE for full replacement value. LESSEE shall provide LESSOR with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Agreement or any Renewal Term, upon the request of LESSOR. LESSOR shall be named as an additional insured under the terms of the aforesaid commercial general liability insurance policy ,which shall provide that LESSOR be given no less than fifteen (15) days advance notice of cancellation. LESSEE's leases with Co-Locators shall include provisions requiring them to procure the same coverages LESSEE is required to procure under the terms of this Paragraph, subject to the terms and conditions set forth herein.

c. The Parties understand that LESSOR is self-insured and that it shall not be required to maintain any insurance coverages pursuant to the terms of this Agreement.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 32, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to LESSOR.

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15. TOWER COMPLIANCE. LESSEE and/or any additional carriers co-locating at the Tower Space and/or Land Space in accordance with Paragraph 4(d) ("Co-Locators") covenant that they will keep the Tower in good repair as required by all Laws (as defined in Paragraph 36 below). LESSEE and Co-Locator(s) shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers and it shall comply with all federal, state and local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and LESSEE's and/or Co-Locator(s)' operations thereon. If LESSEE fails to make such repairs, including, but not limited to, maintenance or have such repairs made within thirty (30) days of the date of LESSOR's written demand therefor, LESSOR may make the repairs and the costs thereof shall be payable to LESSOR by LESSEE on demand together with interest thereon commencing ten (10) days after the date of demand at ten percent (10%) per annum.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. LESSEE shall repair any damages caused by, arising out of or as an incident to the installation of its equipment and/or any Co-Locator's equipment on the Tower or the presence of that equipment on the Tower, said repairs to be made in a good and workmanlike manner and subject to the reasonable satisfaction of LESSOR. LESSEE shall be solely responsible for ensuring that the locations on the Tower where its equipment and/or any Co-Locator's equipment is mounted have sufficient structural capacity to support that equipment.

All of LESSEE's and/or Co-Locator(s)' antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all of LESSEE's and/or Co-Locator(s)' transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSEE shall supply to LESSOR copies of all structural analysis reports that have been done with respect to the Tower and, throughout the Term, LESSEE shall supply to LESSOR copies of all structural

analysis reports that are done with respect to the Tower promptly after the completion of the same. Notwithstanding the foregoing, this Agreement imposes no obligations upon LESSEE for the performance of structural analyses of the Tower.

LESSEE shall be responsible for Co-Locators' compliance with their obligations under the terms of this Paragraph.

16. INTERFERENCE. LESSEE agrees that it and any Co-Locators shall install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's (or Co-Locator's) equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue, subject to the limitation that the interference must be reasonably remedied no later than thirty (30) days from the date of LESSOR's notice to LESSEE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE, provided, as to LESSOR's tenants other than LESSEE, existing leases permit LESSOR to prohibit tenants from causing such interference. The Parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

LESSEE shall be responsible for Co-Locators' compliance with their obligations under the terms of this Paragraph.

17. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove the Tower and any building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that the Tower and all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the Tower, building, antenna structure, fixtures and all personal property is completed. LESSEE's obligations under this Paragraph shall survive the expiration or termination of this Agreement.

18. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 17 herein, unless the Parties are negotiating a new lease or lease extension in good faith, in which event the rent payable shall be equal to that paid on a monthly basis for the preceding year subject to the annual increase provided for in Paragraph 4 of this Agreement. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 17 and this Paragraph 18, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 17 shall be equal to double the rent applicable during the month immediately preceding such expiration or earlier termination.

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20. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of constructing, operating and maintaining cellular communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of constructing, operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

21. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. TITLE. LESSEE understands that the Property and this Agreement are subject to (1) any and all matters as would be disclosed by a properly conducted title search of the Property, and (2) such other matters as would be disclosed by a visual inspection of the Property. It is understood that the parcels owned by the City which are described in the deed recorded among the Land Records in Deed Liber 146, folio 406 and which abut the Property on its southwestern side are subject to the terms of a certain Ground Lease between the City and USOC of Cumberland, Inc. dated May 15, 2007, a copy of which has been provided to LESSEE. The rights LESSOR is granting to LESSEE under the terms of this Agreement are subject and subordinate to those granted to USOC of Cumberland, Inc. under the terms of the aforesaid Ground Lease. Further, LESSEE agrees to indemnify and hold LESSOR harmless from and against any claims or liabilities asserted against LESSOR by USOC of Cumberland, Inc., its successors and/or assigns by virtue of LESSEE's and any Co-Locator's presence on the Premises or the conduct of its business or operations thereon.

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this

Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 4. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located. It shall be enforceable in an action commenced in either the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County and the Parties waive any claims they may have that such courts lack jurisdiction over or constitute inconvenient fora for the resolution of the Parties' dispute(s).

25. ASSIGNMENT AND SUBLEASE.

a. Subject to the following terms of this paragraph, this Agreement shall be freely assignable by LESSEE to any other financially responsible party ("Assignee") without the necessity of obtaining LESSOR's consent. LESSEE's right to effect an outright transfer of this Agreement, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein, provided that, should LESSOR reasonably and with good cause object to Assignee's financial responsibility, LESSOR may require that LESSEE or Assignee post a bond in an amount sufficient to satisfy the cost to discharge LESSEE's obligations under Paragraph 17 above, in order to secure the performance of said obligations. LESSEE shall notify LESSOR in writing of the name and address of any assignee or collateral assignee.

b. LESSEE shall have the unreserved and unqualified right to sublet or license all or any portion of the Tower and/or Land Space to sublessees without the necessity of obtaining LESSOR's consent. Further, LESSOR shall not be entitled to any increase in rent for any portion of the Premises sublet by LESSEE, except as provided by Paragraph 4(d).

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Mayor and City Council of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Attention: City Administrator

LESSEE: Rocon, LLC
9101 Chesapeake Avenue
Sparrows Point, MD 21219

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing or three (3) days from the date of mailing, whichever is first to occur.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

28. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Premises; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest.

29. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

30. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSEE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSEE if the failure to perform such an obligation interferes with LESSOR's or other of LESSOR's tenants' ability to conduct their business on the Property; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

31. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

32. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises or such conditions or concerns were caused by the activities of any of LESSOR's other tenants in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. Notwithstanding the foregoing or any other contrary provisions of this Agreement, LESSOR shall not be required to hold LESSEE harmless and indemnify it as provided for in Subsection b of this Paragraph as to any conditions or concerns that were disclosed by any environmental assessments of the Property performed by LESSEE or at its request prior to the effective date of this Agreement.

33. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation

of the Premises, LESSEE, in LESSEE's reasonable discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest) only to the extent that such claim does not result in the diminution of funds available for the payment of LESSOR's claim. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

36. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

37. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:
Mayor and City Council of Cumberland, a Maryland municipal corporation

_____
WITNESS

By:_____
Brian K. Grim
Its: Mayor

Date: _____

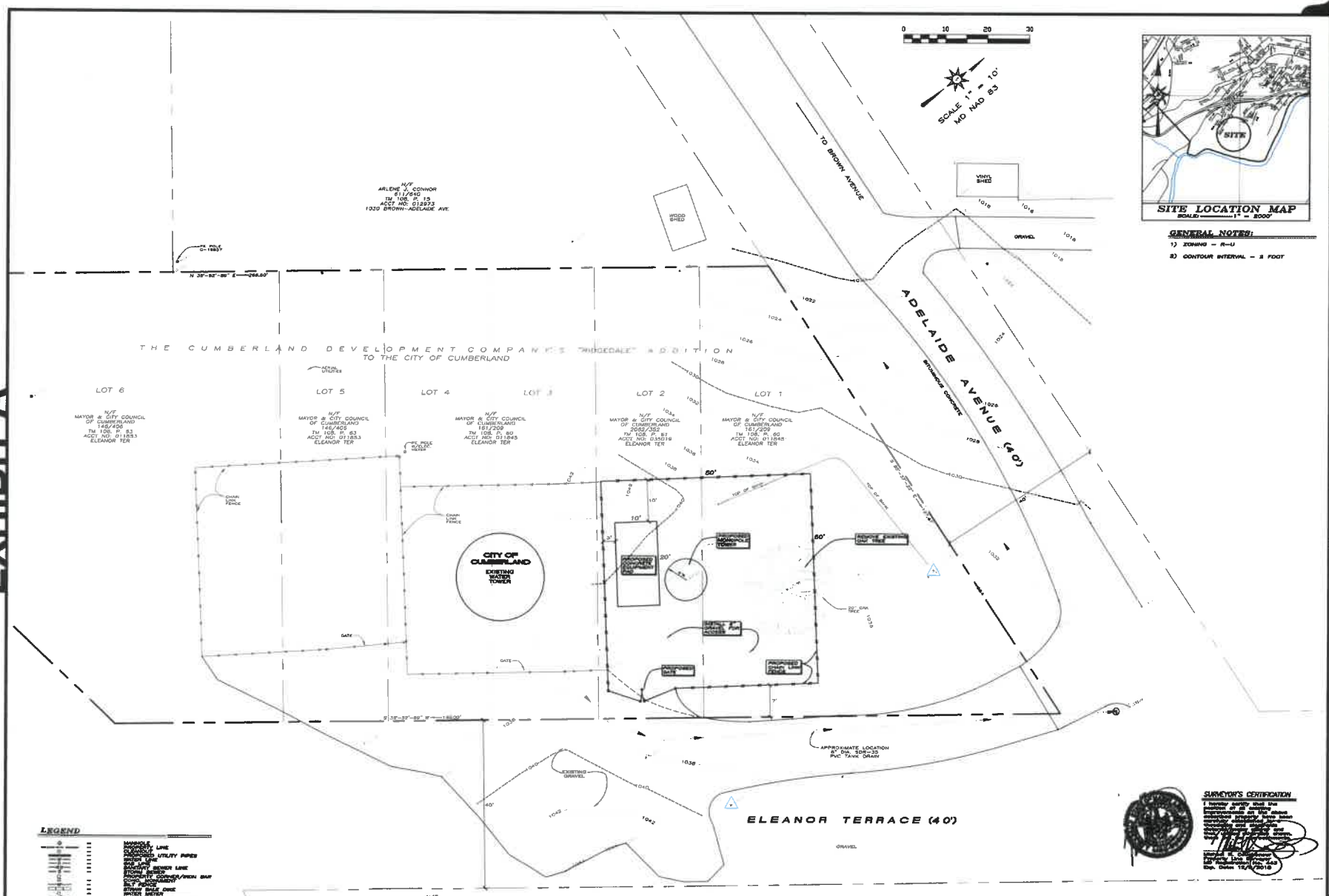
LESSEE:
Rocon, LLC

_____
WITNESS

By:_____
William Rothman, Member
Its:

Date:_____

EXHIBIT A



SITE LOCATION MAP
SCALE: 1" = 2000'

GENERAL NOTES:

1) ZONING – R-U
2) CONTOUR INTERVAL – 2 FOOT

LEGEND

MANHOLE
PROPERTY LINE
PROPOSED UTILITY PIPES
BUILD LINE
BOLLARD
EXISTING WATER LINE
EXISTING GROUND/NON SAV
SILT FENCE
STONE BASIN DISC
LANDSCAPING
LANDSCAPING ELECTRIC
AERIAL UTILITIES
TRANSFORMER
WATER VALVE
FINISH GRADE
TOP OF BANK
BOTTOM OF CURB
BOTTOM OF BANK
TOP OF CURB
FINISH FLOOR ELEVATION
FINISH GRADE ON SIDEWALK
ROOF DRAIN
ROOF DRAINS

SURVEYOR'S CERTIFICATION

I hereby certify that the location of all existing improvements on the above described property have been located by a field survey and shown on this plan, and that the improvements shown hereon are within the boundary lines of the property, and that there are no encroachments on the property except as shown hereon.

Michael W. Coughenour
Professional Land Surveyor
Md. Reg. No. 10404
Exp. Date 10/4/2018

PROPOSED SITE PLAN

SCALE: 1" = 10'

REVISIONS	
DATE:	

DATE: APRIL, 2018
SCALE: 1" = 10'
FIELD BOOK: 2821.CRD
DRAWN BY: D. L. COUGHENOUR
CHECKED BY: M. COUGHENOUR
APPROVED BY: M.W. COUGHENOUR

COUGHENOUR SURVEYING
P.O. BOX 1425 • ELLERSLIE, MARYLAND 21529
TELEPHONE NO. 301 777 7122 • email: coughenoursurvey@hotmail.com

PREPARED FOR:
ROCON, LLC
8101 CHESAPEAKE AVENUE
BALTIMORE POINT, MARYLAND 21219
TELEPHONE:

PROPOSED SITE PLAN
FOR
ROCON, LLC

LOCATED AT
1027 ELEANOR TERRACE

ALLEGANY COUNTY
CUMBERLAND
ELECTION DISTRICT NO.
MARYLAND

DRAWING NUMBER:
1 of 1

PROJECT NUMBER:
217073–2821

Apr 25 2018 - 10:08am S:\DEANNA-SITEPLANS\SP217073-2821.dwg

EXHIBIT B

1 Fairholm Avenue
Peoria, IL 61603 USA
Phone 309-566-3000
FAX 309-566-3079

April 11, 2018

Rocon LLC
Attn: Bill Rothman
9101 Chesapeake Avenue
Sparrow's Point, MD. 21219

Reference: Cumberland West, Allegany County, MD.
170' Tapered Steel Pole

File Number: 225409

Enclosed, please find the following for your use:

Copies	Drawing Number	Description
2	225409-01-D1	Design Drawing Sealed for the State of Maryland
2	225409-01-F1	Foundation
2	B090548R2	Standard Foundation Notes
2		Sealed Letter

Contact Phone Number: 443 804 8007

Email Also: roconllc@gmail.com

Sincerely,

Ray Adams
Ken Cordrey

crp

1 Fairholm Avenue
Peoria, IL 61603 USA
Phone: (309)-566-3000
Fax: (309)-566-3079

DATE: APRIL 11, 2018

PURCHASER: ROCON LLC.

PROJECT: 170 FT TAPERED STEEL POLE
CUMBERLAND WEST, MARYLAND

FILE NUMBER: 225409

DRAWINGS: 225409-01-D1 , 225409-01-F1 , B090548

I CERTIFY THAT THE REFERENCED DRAWINGS WERE PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH THE DESIGN AND LOADING CRITERIA SPECIFIED BY THE PURCHASER AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.

THE REFERENCED FOUNDATION DESIGN IS BASED ON PRESUMPTIVE SOIL PARAMETERS. A GEOTECHNICAL SITE INVESTIGATION SHALL BE PERFORMED PRIOR TO INSTALLATION FOR COMPETENT PROFESSIONAL EXAMINATION AND VALIDATION OF THE SUITABILITY OF THE PRESUMPTIVE SOIL PARAMETERS FOR THE SITE.

CERTIFIED BY: _____

DATE: 4/11/18

STATE OF MARYLAND
HARI HIRULAPPER
No. 35355
PROFESSIONAL ENGINEER

Products for a Growing World of Technology®

ROHN™
Products LLC

1 Fairholm Avenue
Peoria, IL 61603 USA
Phone 309-566-3000
FAX 309-566-3079
Toll Free 800-727-ROHN

April 11, 2018

Rocon LLC
9101 Chesapeake Ave
Sparrow's Point, MD 21219

Attn: Bill Rothman

Reference: 170' Tapered Steel Pole
Site Name: Cumberland West
Allegany County, MD
File # 225409

Dear Mr. Rothman

The referenced pole is designed to meet the specified loading requirements in accordance with ANSI/TIA-222-G for a 115 MPH ASCE 7-10 Factored wind speed with no ice and a 30 MPH 3-second gust wind speed with 0.75 inch radial ice, Structure Class: II; Exposure Category: C and Topographic Category: 1.

It is our understanding that the design of the referenced pole requires consideration of a contained fall radius in the event that a catastrophic wind speed would result in collapse. Although the pole is not designed to fail, stronger sections than required by analysis is provided in the lower sections of the pole. This will result in an increased safety factor in the lower sections. This design enables the pole to fail through a combination of bending and buckling in the upper portion of the pole under a catastrophic wind loading. Failure in this manner will result in the upper portion of the pole folding over the lower portion, resulting in a fall radius no greater than **50** ft. The failure mode will theoretically be a local buckling failure involving a crippling of the pole wall on one side of the pole as opposed to the pole shearing off or completely breaking off and hitting the ground.

Please contact us at your convenience should you have further questions concerning the safety of pole structures or other aspects of pole design.

Sincerely,

Habib Azouri, P.E.
Engineering Manager

cc: Ken Cordrey

81" MAX

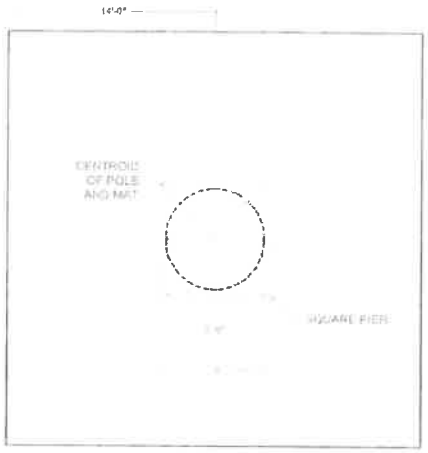
MAXIMUM ADJUSTED FACTORED REACTIONS

SECTION SCHEDULE

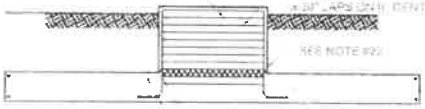
SECTION	LENGTH (FT)	DIAMETER BAS	DIAMETER TOP	WALL THICK (IN)	Fy (KSI)	WEIGHT (KIPS)
			44.94			

RohN

NOTE: SEE DRAWING NO. B090548 FOR STANDARD FOUNDATION NOTES



PLAN VIEW



ELEVATION VIEW

ADJUSTED FACTORED REACTIONS

DOWNLOAD =	[illegible]
SHEAR =	46.49 KIPS

CONCRETE VOLUME (cu yds)

	VOLUME
PIER	[illegible]
PAD	[illegible]
TOTAL	[illegible]

225409

ROHN

PO BOX 9999
PEORIA, IL 61601-9999
FOR SALES 800 727-ROHN

MAT WITH RAISED PIERS
PRESUMPTIVE CLAY PER ANSI/TIA-222-G

AS

225409-01-P1

STANDARD FOUNDATION NOTES
ANSI/TIA-222-G

[illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

1. [illegible] THE PURCHASER MU[illegible] THAT ACTUAL SITE SOIL PARAMETERS MEET OR EXCEED [illegible]
2. [illegible] INSPECTIONS WILL BE PERFORMED BY THE PURCHASER [illegible] TO VERIFY THAT C[illegible] ASSUMED DESIGN [illegible] ACCEPTABLE BASED ON THE CONDITIONS EXISTING A[illegible]
3. [illegible] ALL SAFETY REGULATIONS AND IN[illegible] TEST [illegible] SION OF SECTION 316, "BUILDING CODE REQUIREMENTS [illegible]
4. [illegible] UNDERGROUND [illegible] THE APPURTENANCES STATE PROV[illegible]
5. [illegible]
6. [illegible] REMOVAL [illegible] LIQUID OR GAS SHALL BE FULLY DISPLACED BY CONCRETE AND [illegible]
7. FOR ANCHOR BOLT TYPE FOUNDATIONS [illegible] ADDITIONAL [illegible] FOUNDATIONS [illegible] CONDITIONS
8. [illegible] CONCRETE [illegible] FOR BASE [illegible] THE ENTIRE LENGTH OF VERTICAL [illegible] ON REINFORCEMENT. CONCRETE COVER FROM TOP OF FOUNDATION TO E[illegible] VERTICAL REINFORCEMENT SHALL NOT EXCEED 3 INCHES (75 mm) NOR BE LESS THAN 2 INCHES (51 mm).
9. SPACERS SHALL BE ATTACHED INTERMITTENTLY THROUGHOUT THE ENTIRE LENGTH OF VERTICA[illegible]
10. FOUNDATION DESIGNS ASSUME STRUCTURAL BACKFILL TO BE COMPACTED IN 9 INCH (200 mm) [illegible] IN ACCORDANCE WITH ASTM D698. ADDITIONALLY, STRUCTURAL BACKFILL MUST HAVE A MINI[illegible]
11. [illegible]
12. [illegible] ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICE[illegible]
13. [illegible]
14. [illegible]
15. [illegible] 65 PSI [illegible] UNDER NO CIRCUMSTANCES SHALL CONCRETE FALL THROUGH WATER [illegible]
16. [illegible] CONSTRUCTION JOINTS IF REQUIRED IN PIER MUST BE AT LEAST 3 INCHES (305 mm) BELOW [illegible]
17. [illegible]
18. [illegible]

ROHN

[illegible]

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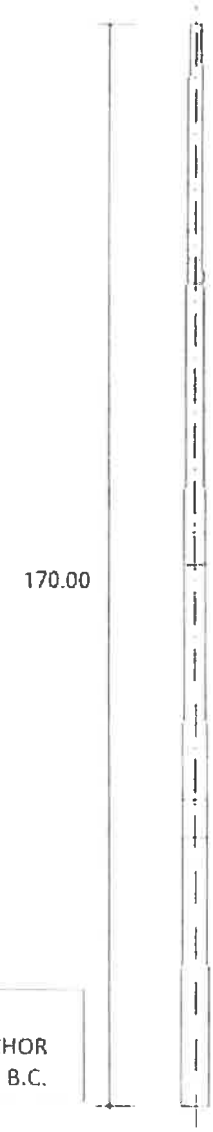
File: W:\Jobs\2018\225409\225409.out
Contract: 225409
Project: 170 FT TSP
Date and Time: 4/10/2018 2:32:15 PM

Revision: 0
Site: CUMBERLAND WEST- MD
Engineer: AS

DESIGN SPECIFICATION

Design Standard: ANSI/TIA-222-G-2005 Add.2
Ultimate Design Wind Speed (No Ice) = 115.0 (mph)
Nominal Design Wind Speed (No Ice) = 89.1 (mph)
Basic Wind Speed (With Ice) = 30.0 (mph)
Design Ice Thickness = 0.75 (in)
Structure Class = II
Exposure Category = C
Topographic Category = 1

Sct.	Length (ft)	Overlap (ft)	Top Dia. (in)	Bot Dia. (in)	Thick. (in)
1	48.21	6.00	44.15	54.00	0.5000
2	48.00	5.00	36.56	46.37	0.5000
3	48.00	3.92	28.52	38.33	0.3750
4	40.71	0.00	21.50	29.82	0.2500



BASE PLATE 2.50" X 65.50" ROUND
W/ (18) 2.25" DIA. X 84.00" LONG ANCHOR
BOLTS EQUALLY SPACED ON A 60.375" B.C.

MAXIMUM BASE REACTIONS

		ADJUSTED REACTIONS
Download (Kips)	136.7	144.5
Shear (Kips)	44.0	46.5
Moment (Kipsft)	6216.0	6572.8

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Contract: 225409
Project: 170 FT TSP
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Revision: 0
Site: CUMBERLAND WEST- MD
Engineer: AS

Section A: PROJECT DATA

Project Title:	170 FT TSP
Customer Name:	ROHN INC.
Site:	CUMBERLAND WEST- MD
Contract No.:	225409
Revision:	0
Engineer:	AS
Date:	Apr 10 2018
Time:	02:14:37 PM
Project Notes:	50 FT FALL RACION

Design Standard: ANSI/TIA/EIA-222-G-2005 Addendum 2

GENERAL DESIGN CONDITIONS

Start Wind direction:	0.00 (Deg)
End Wind direction:	315.00 (Deg)
Increment Wind direction:	45.00 (Deg)
Elevation above ground:	0.00(ft)
Gust Response Factor Gh:	1.10
Structure Class:	II
Exposure Category:	C
Topographic Category:	1
Material Density:	490.0 (lbs/ft^3)
Young's Modulus:	29000.0(ksi)
Poisson Ratio:	0.30
Weight Multiplier:	1.06

WIND ONLY CONDITIONS:

Ultimate Design Wind Speed (No Ice):	115.00(mph)
Nominal Design Wind Speed (0.5 Ice):	89.04(mph)
Directionality Factor Kd:	0.95
Importance Factor I:	1.00
Wind Load Factor:	1.60
Dead Load Factor:	1.20

WIND AND ICE CONDITIONS

Design Wind Speed (With Ice):	[illegible]
Directionality Factor Kd:	[illegible]
Wind Load Importance Factor Ki:	[illegible]
Ice Thickness Importance Factor	[illegible]
Ice Thickness:	[illegible]
Ice Density:	[illegible]
Wind Load Factor:	[illegible]
Dead Load Factor:	[illegible]
Ice Load Factor:	[illegible]

WIND ONLY SERVICEABILITY CONDITIONS:

Serviceability Wind Speed:	[illegible]
Directionality Factor Kd:	[illegible]
Importance Factor I:	[illegible]
Wind Load Factor:	[illegible]
Dead Load Factor:	[illegible]

EARTHQUAKE CONDITIONS

Site Class Definition:	[illegible]
Spectral Response Acceleration Ss:	[illegible]
Spectral Response Acceleration S1:	[illegible]
Mapped Value Site Coefficient Fa:	[illegible]
Value for Site Coefficient Fv:	[illegible]
Design Spectral Response Acceleration Sds:	[illegible]
Design Spectral Response Acceleration Sd1:	[illegible]
Seismic Importance Factor:	[illegible]
Fundamental Frequency of Structure:	[illegible]
Seismic Response Coefficient Cs:	[illegible]

Analysis performed using: TowerSoft Finite Element Analysis Program

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Contract: 225409
Project: 170 FT TSP
Date and Time: 4/10/2018 2:32:15 PM

Revision: 0
Site: CUMBERLAND WEST- MD
Engineer: AS

Section B: STRUCTURE GEOMETRY

Bottom Diameter (in)	Top Diameter (in)
54.00	21.50

Sect No	Length (ft)	Overlap (ft)	[illegible]	[illegible]	[illegible]	[illegible]	Joint Type	Yield Stress (ksi)	Mass (lbs)	Calculated Taper (in/ft)	(in)
1	48.21	6.00	54.00	44.15	0.5000	[illegible]	[illegible]	65.0	13405.3	0.20441	
2	48.00	5.00	46.37	36.56	0.5000	[illegible]	[illegible]	65.0	11253.7	0.20441	
3	48.00	3.92	38.33	28.92	0.3750	[illegible]	[illegible]	65.0	6811.4	0.20441	
4	40.71	0.00	29.82	21.50	0.2500	[illegible]	[illegible]	65.0	2960.1	0.20441	

Total Mass: 34434.0

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Contract: 225409
Project: 170 FT TSP
Date and Time: 4/10/2018 2:32:15 PM

Revision: 0
Site: CUMBERLAND WEST- MD
Engineer: AS

Section D: TRANSMISSION LINE DATA

Transmission Line Profile

No.	Bot El (ft)	Top El (ft)	Type	Half Z (ft)	Gt Left	Gt Right	Kt	Orientation	Thickness Inner	Attachment
1	0.00	170.00	1/2" Coaxial	0.00	0.00	0.00	1	[illegible]	[illegible]	[illegible]
2	0.00	170.00	[illegible]	0.00	0.00	0.00	[illegible]	[illegible]	[illegible]	[illegible]
3	0.00	140.00	LDF7P-50A	0.00	0.00	0.00	13	[illegible]	[illegible]	[illegible]
4	0.00	120.00	LDF7P-50A	0.00	0.00	0.00	13	[illegible]	[illegible]	[illegible]
5	0.00	110.00	LDF7P-50A	0.00	0.00	0.00	13	[illegible]	[illegible]	[illegible]

Transmission Line Profile

No.	Type	Width (in)	Depth (in)	Unit Mass (lb/ft)
1	1/2" CABLE	0.38	[illegible]	1.00
2	LDF7P-50A	2.01	2.01	0.92
3	LDF7P-50A	2.01	2.01	0.92
4	LDF7P-50A	2.01	2.01	0.92
5	LDF7P-50A	2.01	2.01	0.92

Utilization of the active section for TX Lines: 25.00%

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File: W:\Jobs\2018\225409\225409.out
Contract: 225409
Project: 170 FT TSP
Date and Time: 4/10/2018 2:32:15 PM

Revision: 0
Site: CUMBERLAND WEST- MD
Engineer: AS

No.	Description	Elev (ft)	Radius (ft)	Azimuth (Deg)	Tilt (Deg)	Vertical Offset (ft)	Tx Line	Comments
[illegible]	[illegible]	170.00	0.50	0.0	0.0	0.00		
[illegible]	[illegible]	170.00	1.00	0.0	0.0	[illegible]		
[illegible]	[illegible]	160.00	1.00	0.0	0.0	[illegible]		
[illegible]	[illegible]	150.00	0.00	0.0	0.0	[illegible]		
[illegible]	[illegible]	140.00	0.00	0.0	0.0	[illegible]		

POINT LOADS WIND AREAS AND WEIGHTS

No.	Description	Frontal Bare Area (ft^2)	Lateral Bare Area (ft^2)	Frontal Iced Area (ft^2)	Lateral Iced Area (ft^2)	Weight Bare (Kips)	Weight Iced (Kips)	Gh
[illegible]	[illegible]	1.00	1.00	2.00	2.00	0.10	0.20	1.10
[illegible]	[illegible]	159.32	159.32	271.57	271.57	4.89	17.20	1.10
[illegible]	[illegible]	159.32	159.32	271.57	271.57	4.89	17.20	1.10
[illegible]	[illegible]	159.32	159.32	271.57	271.57	4.89	17.20	1.10
[illegible]	[illegible]	159.32	159.32	271.57	271.57	4.89	17.20	1.10

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Revision: 0
Site: CUMBERLAND WEST- MD
Engineer: AS

Section H: STRUCTURE DISPLACEMENT DATA

Load Combination: Wind Only - Serviceability

Wind Direction: Maximum Displacements

Elev (ft)	N-S Disp (in)	W-E Disp (in)				
170.00	-53.5	-53.7	-0.3		2.38	-1.05
162.67	-49.2	-48.6	-0.5		2.36	1.05
155.35	-44.7	-44.1	0.7		2.30	-1.04
148.02	40.0	-40.0	0.0		2.20	1.03
140.70	[illegible]	35.8	-0.5		2.07	1.03
133.37	-32.2	31.9	-0.3		2.01	1.02
126.46	[illegible]	-28.9	-0.4		1.91	-1.02
121.61	-26.3	-26.0	-0.3		1.75	1.02
116.76	-22.8	-22.8	-0.3		1.68	1.01
105.91	19.5	19.4	0.2		1.50	0.01
98.06	16.5	16.4	-0.1		1.32	0.01
90.21	13.6	13.7	0.1		1.24	0.01
85.21	12.3	12.2	-0.1		1.12	0.01
77.81	10.2	10.3	-0.1		1.00	-0.01
70.41	8.3	8.2	-0.1		1.10	-0.01
65.01	6.6	6.6	0.1		1.02	0.00
55.61	3.1	3.1	0.0		0.80	0.00
49.21	2.8	2.8	0.0		0.77	0.00
42.21	2.9	2.9	0.0		0.67	0.00
35.18	2.0	2.0	0.0		0.55	0.00
28.14	1.3	1.3	0.0		0.46	0.00
21.11	0.7	0.7	0.0		0.32	0.00
14.07	0.3	0.3	0.0		0.21	0.00
7.04	0.1	0.1	0.0		0.10	0.00
0.00	0.0	0.0	0.0		0.00	0.00

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Section F: POLE OUTPUT LOAD DATA

170.00	28.91	8.02	8.84	[illegible]
169.67	28.91	8.02	8.80	[illegible]
167.67	31.11	15.02	11.01	[illegible]
165.38	31.51	15.04	12.52	[illegible]
162.85	44.05	20.29	11.02	[illegible]
160.42	47.15	20.89	16.35	[illegible]
158.52	48.[illegible]	21.70	16.[illegible]	[illegible]
140.70	58.55	23.30	16.50	[illegible]
138.70	76.88	25.12	16.75	[illegible]
132.17	76.96	[illegible]	16.66	[illegible]
129.[illegible]	79.[illegible]	26.34	16.62	[illegible]
126.[illegible]	79.42	26.84	16.58	933.9[illegible]
124.84	81.16	27.[illegible]	16.[illegible]	[illegible]
121.81	87.10	32.20	16.37	1220.[illegible]
120.83	87.41	32.32	16.[illegible]	[illegible]
115.78	88.[illegible]	33.37	16.36	[illegible]
[illegible]	96.[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
105.41	89.[illegible]	38.[illegible]	16.24	1820.94
98.[illegible]	89.[illegible]	38.[illegible]	16.20	[illegible]
96.53	97.[illegible]	39.74	16.17	[illegible]
90.[illegible]	[illegible]	39.[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
85.21	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	2921.61
[illegible]	100.31	[illegible]	[illegible]	2921.39
[illegible]	100.31	[illegible]	[illegible]	3221.47
[illegible]	103.41	[illegible]	[illegible]	3221.27
63.[illegible]	103.41	[illegible]	[illegible]	3523.57
63.[illegible]	106.61	[illegible]	[illegible]	3523.40
55.[illegible]	106.61	[illegible]	[illegible]	3830.48
55.[illegible]	109.90	[illegible]	[illegible]	3830.33
48.[illegible]	109.90	[illegible]	[illegible]	4140.66
48.[illegible]	112.95	[illegible]	[illegible]	4140.55
42.[illegible]	112.95	[illegible]	[illegible]	4392.68
42.[illegible]	116.90	[illegible]	[illegible]	4392.59
35.[illegible]	116.90	[illegible]	[illegible]	4692.95
35.[illegible]	121.13	[illegible]	[illegible]	4692.87
28.[illegible]	121.13	[illegible]	[illegible]	4994.07
28.[illegible]	124.49	[illegible]	[illegible]	4994.01
21.[illegible]	124.49	[illegible]	[illegible]	5298.34
21.[illegible]	127.92	[illegible]	[illegible]	5298.30
14.[illegible]	127.92	[illegible]	[illegible]	5602.62
14.[illegible]	131.40	[illegible]	[illegible]	5602.60
7.[illegible]	131.40	[illegible]	[illegible]	5909.50
7.[illegible]	134.93	[illegible]	[illegible]	5909.50
0.[illegible]	134.93	[illegible]	[illegible]	6215.97
[illegible]	136.69	[illegible]	[illegible]	6215.99

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Section L STRENGTH ASSESSMENT DATA

Load Combination
Wind Direction

Max Envelope
Maximum

Elev (ft)	Actual (1) Cap (Kips)	Allow Cap (Kips)	Moment (Kips-ft)	Mom. Cap (Kips-ft)	Ratio
170.00	11.91	1234.46	14.16	541.13	0.026
162.67	18.93	1342.86	71.38	637.06	0.127
142.67	31.54	1342.86	74.96	627.46	0.119
125.35	33.17	1431.23	169.51	712.95	0.264
115.35	44.35	1431.23	195.59	713.01	0.270
149.02	44.35	1512.37	337.46	800.40	0.430
146.02	48.59	1512.37	337.18	800.40	0.434
140.70	58.59	1576.04	557.66	883.00	0.621
140.73	6.94	1576.04	557.10	883.00	0.625
133.27	14.94	1637.05	796.35	967.39	0.839
131.31	9.92	1637.05	796.85	967.39	0.840
123.46	11.70	2556.04	938.69	1512.91	0.620
121.81	81.76	2698.52	1228.16	1685.62	0.729
121.81	84.51	2698.52	1227.77	1686.62	0.728
113.76	84.21	2810.00	1525.21	1869.74	0.816
113.76	86.64	2840.30	1522.85	1869.74	0.815
105.51	86.64	2952.28	1821.26	2062.30	0.884
105.51	84.06	2952.28	1820.94	2062.30	0.884
98.06	89.06	3124.16	2123.36	2264.30	0.938
98.06	91.57	3124.16	2122.76	2264.30	0.938
90.21	91.57	3266.04	2429.39	2475.74	0.981
90.21	91.57	3266.04	2429.11	2475.74	0.981
83.21	98.57	3372.06	2626.81	3110.44	0.845
83.21	99.11	3372.06	2626.41	3110.44	0.845
77.81	99.11	4550.40	2421.21	3594.28	0.674
77.81	99.11	4550.40	2421.85	3594.28	0.674
70.41	99.11	4728.75	2921.65	3867.50	0.756
70.41	99.11	4728.75	2921.57	3867.50	0.756
63.01	99.11	4907.09	3525.57	4140.72	0.851
63.01	99.11	4907.09	3525.40	4140.72	0.851
55.61	99.11	5085.44	4150.86	4413.94	0.941
55.61	99.11	5085.44	4150.48	4413.94	0.941
48.21	99.11	5263.78	4140.84	4687.16	0.883
48.21	99.11	5263.78	4140.52	4687.16	0.883
40.81	99.11	5290.18	4739.55	4960.38	0.956
40.81	99.11	5290.18	4739.22	4960.38	0.956
33.41	99.11	5440.05	4691.91	5233.60	0.897
33.41	99.11	5440.05	4691.61	5233.60	0.897
26.01	99.11	5460.03	4933.91	5506.82	0.896
26.01	99.11	5460.03	4933.67	5506.82	0.896
18.61	99.11	5629.68	4934.07	5780.04	0.854
18.61	99.11	5629.68	4934.01	5780.04	0.854
11.21	99.11	5745.13	5338.74	6053.26	0.882
11.21	99.11	5745.13	5338.70	6053.26	0.882
3.81	99.11	5862.44	5662.62	6326.48	0.895
3.81	99.11	5862.44	5662.45	6326.48	0.895
0.00	99.11	6291.69	5994.56	6599.70	0.908
0.00	99.11	6315.47	6118.97	6599.70	0.927

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Section M: SECTION PROPERTIES DATA

[illegible]	21.5	[illegible]	[illegible]	[illegible]	[illegible]	88.38
[illegible]	23.0	[illegible]	[illegible]	[illegible]	18.7	101.33
[illegible]	23.0	[illegible]	[illegible]	[illegible]	[illegible]	101.33
[illegible]	24.5	[illegible]	[illegible]	[illegible]	[illegible]	115.17
[illegible]	24.5	[illegible]	0.250	[illegible]	19.3	115.17
[illegible]	26.0	[illegible]	0.250	[illegible]	20.5	129.89
[illegible]	26.0	4.1	0.250	[illegible]	20.5	129.89
[illegible]	27.5	4.4	0.250	[illegible]	21.6	145.49
[illegible]	27.5	[illegible]	0.250	[illegible]	[illegible]	145.49
[illegible]	29.0	[illegible]	0.250	18.6	22.8	161.98
[illegible]	29.0	[illegible]	0.250	18.5	22.8	161.98
129.5	29.8	[illegible]	0.250	[illegible]	23.5	171.16
129.5	29.2	[illegible]	0.375	[illegible]	[illegible]	244.37
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	36.1	272.42
[illegible]	[illegible]	[illegible]	0.375	[illegible]	36.1	272.42
113.8	[illegible]	[illegible]	0.375	[illegible]	[illegible]	302.00
113.8	32.8	[illegible]	0.375	13.3	[illegible]	302.00
[illegible]	[illegible]	[illegible]	0.375	[illegible]	[illegible]	333.10
[illegible]	[illegible]	[illegible]	[illegible]	14.9	[illegible]	333.10
[illegible]	[illegible]	[illegible]	0.375	14.9	42.1	365.73
[illegible]	[illegible]	[illegible]	0.375	[illegible]	[illegible]	365.73
[illegible]	[illegible]	[illegible]	0.375	15.5	[illegible]	399.88
[illegible]	[illegible]	[illegible]	0.375	15.5	[illegible]	399.88
[illegible]	[illegible]	[illegible]	0.375	[illegible]	45.2	422.43
[illegible]	[illegible]	[illegible]	0.500	11.3	[illegible]	535.70
[illegible]	[illegible]	[illegible]	0.500	11.8	[illegible]	580.59
77.8	[illegible]	[illegible]	0.500	[illegible]	[illegible]	580.59
70.4	[illegible]	[illegible]	[illegible]	[illegible]	63.6	627.29
[illegible]	[illegible]	[illegible]	0.500	[illegible]	[illegible]	627.29
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	675.79
[illegible]	[illegible]	[illegible]	0.500	[illegible]	66.0	675.79
[illegible]	[illegible]	[illegible]	[illegible]	13.4	[illegible]	726.10
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	726.10
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	778.22
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	778.22
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	821.80
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	71.[illegible]	786.17
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	837.65
35.[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	837.65
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	890.76
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	890.76
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	945.51
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	945.51
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	80.[illegible]	1001.88
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1001.88
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1059.89
[illegible]	[illegible]	[illegible]	0.500	[illegible]	[illegible]	1059.89
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1119.53

Customer: [illegible]
Project: [illegible]
Site: [illegible]
Engr. File: [illegible]
Build Code: [illegible]

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Mat Foundation

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Design Parameters

Description	Load Case 1	2	3	4	5	Service
Total Moment, ft-kips	6,572.79	6,436.35	1,020.86	167.93	162.03	1,657.15
Total Shear, kips	46.49	46.43	6.03	1.06	1.06	11.79
Total Tower Wt, kips	77.54	58.11	144.54	77.71	58.28	64.74
Max. Uplift, kips	N/A	N/A	N/A	N/A	N/A	N/A
Shear, kips	N/A	N/A	N/A	N/A	N/A	N/A
Max Download, kips	N/A	N/A	N/A	N/A	N/A	N/A
Shear	N/A	N/A	N/A	N/A	N/A	N/A
Soil L.F	1.20	0.90	1.20	1.20	0.90	1.00
Concrete L.F	1.20	0.90	1.20	1.20	0.90	1.00

Foundation	
Ht. AGL, ft	0.50
Depth, ft	6.00
Pole	
Butt OD, ft	4.50
Offset, in	.00
Soil	N/A
Blow Count	N/A
Inplace Unit Wt, pcf	110.00
Submerged Unit Wt, pcf	60.00
Friction Angle, ϕ, deg	30.00
Cohesion, ksf	N/A
Uplift Angle, deg	30.00
Water Depth, ft	None
Ult Bearing Capacity, ksf	5.00

Mat	
Thickness, ft	2.00
Width, ft	28.00
EA, in	21.00
Batter, in/ft	0.00

Anchor Bolts	
Diameter, in	2.2500
No.	18
Length, in	84.00
Bolt Circle, in	60.38
Projection, in	9.00
Concrete	
28 Day Strength, ksi	4.50
Dry Unit Wt, pcf	150.00
Wet Unit Wt, pcf	88.00

Pier	
Height, ft	4.50
Diameter, ft	7.50
No. Piers	1
Shape	Square

Pocket	
Diameter, in	N/A
Thickness, ft	N/A

Rebar Fy	
Vertical, ksi	60.00
Circular, ksi	60.00
Horizontal, ksi	60.00

Results

ϕM_x – Parallel Axis	6,941.11	ft-kips
ϕM_y – Diagonal Axis	7,056.30	ft-kips
Moment – Interaction Ratio	0.971	
ϕV_u – Lateral Load	156.69	kips
Lateral Load – Interaction Ratio	0.296	

Final Mat Dimension: 28.00 x 28.00 x 2.00 ft. thick w/ 117.50 ft. Square Pier

Final Pocket Dimension: Pockets not required

Total Volume of Concrete: 67.4 yd^3

Designed By

Date: 10 Apr 18 @ 02:46 PM

Date:

Customer: ROCON LLC
Project: 170 FT TSP
Site: CUMBERLAND WEST- MD
Eng. File: 225409
Build Code: ANSI/TIA-222-G-2005

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OTM Capacity

Controlling Load Case: 2 [Wind w/Min. Dead Load]
Foundation Width = 28.00 ft
M_U = 6,738.1 ft-kips

	ϕM_N, ft-kips	x, ft	N	σ_{ur}
Parallel	6,941.1	5.871	0.210	5.00
Diagonal	7,056.3	12.822	0.324	5.00

ϕM_N= 6,941.11 ft-kips IRatio = 0.971
ϕV_N = 156.69 kips IRatio = 0.296

Mat Design

γ_e = 123.33 pcf

Exterior Slab	x, ft	N	σ_R, ksf	P_s kips	P_{su} kips	Moment, ft-kips/ft DownLoad Side	Moment, ft-kips/ft Uplift Side	Shear, kips/ft Download Side	Shear, kips/ft Uplift Side
Parallel	6.489	0.232	3.39	19.55	0.00	119.12	53.14	17.68	9.74
Diagonal	13.565	0.343	3.35	19.55	0.00	74.84	30.96	18.19	7.68

Punching Shear	Download Interior	Download Edge	Download Corner	Uplift Interior	Uplift Edge	Uplift Corner	Description
b_o, ft	36.33	N/A	N/A	N/A	N/A	N/A	2-Way Shear
Vsu, psi	122.20	N/A	N/A	N/A	N/A	N/A	
ϕVc, psi	213.43	N/A	N/A	N/A	N/A	N/A	
IR	0.57	N/A	N/A	N/A	N/A	N/A	
0.5*M_u, ft-kips	2,034.6			N/A			Moment transfer to slab
B_e, ft	13.5			N/A			
M_u, ft-kips/ft	150.7			N/A			
Edge Distances: a = 14.00 ft. b = 14.00 ft. c = 14.00 ft							

Summary	Max. Value	Utilization
Slab Moment, ft-kips/ft	150.71	0.992
Slab Shear, kips/ft	18.19	0.699
Punching Shear, psi	122.20	0.573
Soil Bearing Required, σ_{UR}, ksf	4.52	0.904

Mat Reinforcement	
Min. Steel Area (Strength)	1.792 in^2/ft.
Min. Steel Area (Temperature)	.259 in^2/ft.
Steel Strain Actual	0.011
Minimum Steel Strain Required	0.005

40 - #10 Horizontal bars equally spaced @8.46 in., each way, top and bottom, total of 160, A_s = 1.810 in^2/ft

Designed By: Checked By:
Date: 10-Apr-18 @ 02:46 PM Date:

Customer: ROCON LLC
Project: 170 FT TSF
Site: CUMBERLAND WEST, MD
Engr. File: 225409
Build Code: ANSI/TIA-222-G-2005

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Pier Design

Controlling Load Case: 1 [Wind w/Max. Dead Load]

C = 77.54 kips	Vc = 46.49 kips	Mc = 6,782.00 ft-kips
T = .00 kips	Vt = .00 kips	Mt = .00 ft-kips
Fy = 60.00 ksi	Fyt = 60.00 ksi	L.F. = 1.00
H = 90.00 in.	Ds = 81.00 in.	F'c = 4.50 ksi
U = 1.00	Irs = Square	

*** NOTE: Pier cross section is Square ***

SUMMARY OF ANALYSIS

Minimum area of steel required	= 41.843 in^2	(Rhomin = 0.0052)
Area of steel provided.	= 43.070 in^2	(Rhoactual = 0.0053)
Maximum steel area limit	= 508.939 in^2	(Rhomax = 0.0628)

(34) #10 Vertical Bars equally spaced w/ #5 Circular Ties @ 6" on center

CIRCULAR TIE DATA

Vu < 0.85*Vc/2, shear reinforcement is not required

Use maximum tie spacing specified in ACI 318,
Section 7.10.5 for compression reinforcement.

DEVELOPMENT LENGTH MODIFIERS FOR BAR DEVELOPMENT

Modifier for tension development = 1.000
Modifier for compression development = 0.669
REQUIRED Ld = MODIFIER * BASIC Ld * ACI 318 MODIFIERS, (12 in. min.)

Regular Council Agenda
June 5, 2018

Description

Order authorizing the execution of a Ground Lease Agreement between the Mayor and City Council and Rocon, LLC, granting permission for construction of a radio communications tower at Eleanor Terrace, with an initial annual rent of $9600

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __June 5, 2018__

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

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

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

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

2004 Chevy Blazer VIN: 1GNDT13X84K114174

_____

Mayor Brian K. Grim

Regular Council Agenda
June 5, 2018

Description

Order declaring a 2004 Chevy Blazer, VIN 1GNDT13X84K114174, to be surplus, and authorizing it for trade-in

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** _____June 5, 2018____

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

THAT, the Mayor and City Council be and are hereby authorized to execute an Agreement for collective bargaining by and between the Mayor and City Council of Cumberland and the United Food and Commercial Workers Local 1994 MCGEO for the period July 1, 2018 through June 30, 2021, and;

BE IT FURTHER ORDERED, that this agreement shall be automatically renewed from year-to-year thereafter unless either party shall give the other party written notice of the desire to terminate, modify, or amend the Agreement in the manner provided for in said Agreement.

_____

Brian K. Grim, Mayor

Collective Bargaining Agreement

by and between

The Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland

and

United Food and Commercial Workers, Local 1994

Municipal and County Government Employees Organization

Cumberland City Police Department

July 1, 2018 to June 30, 2021

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PREAMBLE

This Agreement, made and executed in duplicate, this 5th day of June, 2018, by and between the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, hereinafter known as *"Employer"*, and the United Food and Commercial Workers Local 1994 MCGEO, hereinafter referred to as *"Local 1994"* or *"Union"*.

WITNESS

Whereas, the United Food and Commercial Workers Local 1994 MCGEO, has been designated as the exclusive bargaining agent for certain members of the Police Department of the City of Cumberland.

SEVERABILITY

Should any Article, Section, or portion thereof, of this Agreement to be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof, directly specified in the decision; provided, however, that upon such a decision, the parties agree, as soon as practical, to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 1
Purpose

1.1 <u>Partnership Agreement</u>

(a) It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to strive for good collective bargaining procedures, and to establish the best standards of wages, hours, working conditions and other conditions of employment possible, recognizing that the job of a police officer is unique in nature.

(b) Items not expressly contained in this Agreement will remain the prerogative of the Employer. All terms of this Agreement will be subject to applicable provision of the Charter and Code of the City of Cumberland, and all amendments thereto.

(c) The use of any gender, tense, or conjugation in this Agreement 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.

ARTICLE 2
Union Recognition and Security

2.1 Recognition Agreement

Employer recognizes UFCW Local 1994 MCGEO as the exclusive bargaining agent for the employees covered by this Agreement, which shall include all members of the Police Department except the Chief, Deputy Chiefs, Captains, Lieutenants and probationary employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

2.2 No Strike/No Lockout

The Union agrees that during the term of this Agreement, the Union, its agents, and its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer. The Employer agrees that during the term of this Agreement there will be no lockout.

2.3 Agency Shop

It shall be a continuing condition of employment that all bargaining unit employees shall become members of the Union within thirty (30) days of employment or shall pay a service fee. Employees who pay dues and employees who pay a service fee shall pay amounts set by the Union. These amounts may be subject to change once each year of this Agreement as a result of the Union's notice to the Employer and appropriate bargaining unit members mailed thirty (30) days prior to the change.

2.4 Deduction of Union Dues and Service Charges

The Employer will provide voluntary check-off and shall check off dues, service fees, and voluntary political contributions from all employees and shall remit the same via direct deposit to the Secretary-Treasurer of Local 1994 on a biweekly basis. Any voluntary political check-off form provided by the Union shall be in compliance with Federal and State election law requirements.

ARTICLE 3
Union Representation

3.1 The Employer recognizes and shall deal with all of the accredited Union Stewards and the Union President in all matters relating to grievances and interpretation of this Agreement. There shall be no more than six (6) Union Stewards.

3.2 Stewards/Bargaining Team

A written list of the Union Stewards shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer promptly of any changes of such Union Stewards. No more than four (4) bargaining unit members shall serve on the bargaining team. The Union shall notify the Employer promptly of the bargaining team members.

3.3 Notification and Authorization for Attending City Meetings

(a) The Employer shall provide reasonable time, upon request to the Chief of Police, for members of the bargaining team to attend meetings for negotiations on City time. Such requests shall not be unreasonably denied.

(b) Union stewards planning to attend meetings such as specified above will notify the Chief in writing at least five (5) calendar days in advance of the meetings.

3.4 New Employee Orientation

Up to thirty (30) minutes of time, scheduled at a mutually agreed upon time, shall be made available to the Union during the orientation of newly hired employees in bargaining unit positions, for the Union's use in orienting these employees to the collective bargaining agreement. A representative designated by the Union shall conduct such orientation to the contract. The Employer shall notify the Union at least one (1) week in advance, when possible, of all new employee orientation sessions.

ARTICLE 4
Probationary Period

4.1 Police Officers hired after July 1, 2018 shall serve a probationary period of eighteen (18) months from the date of Maryland Police Training and Standards "(MPTSC") certification. If required, candidates will attend the first available academy upon being hired by the Employer.

ARTICLE 5
Impasse

5.1 As defined in the Article, an impasse occurs after both parties have considered the proposals and counter proposals of the other party in good faith and despite honest and diligent effort cannot reach agreement on the subject being negotiated, or if no later than two weeks prior to the expiration of the present agreement either party concludes that a successor agreement is unlikely. The following procedures will be used to resolve impasses in negotiations between the Employer and the Union:

(a) If the Employer or the Union concludes that an impasse has been reached on a proposal which has been in the negotiating process for no less than three (3) negotiating sessions, or fewer by mutual agreement, either party may refer to the impasse by delivering a written statement of its position to the other party together with a written notice of intent to invoke the procedures (Notice) hereinafter set forth.

(b) Upon the issuance of the Notice, either party may notify the Federal Mediation and Conciliation Service (FMCS) of this fact, in writing, and request mediation. Copies of this notification shall be transmitted to the other party.

(c) It shall be the function of the mediator to assist both parties without taking sides. The mediator shall make no public recommendations on the negotiation issues or public statements of finding of fact in connection with the performance of his service, nor any public statements evaluating the relative merits of the positions of the parties. The mediator shall make no public, confidential or other report concerning the issues except by mutual agreement of the parties, or as required by the FMCS.

(d) Nothing in the Article will preclude either party from presenting, in the interest of reaching agreement, a proposal at any stage in the proceedings. By agreement, the parties may recall any referral at any stage in the proceedings.

(e) If mediation is unsuccessful, FMCS shall appoint a fact finder who shall conduct a hearing and issue a decision within thirty (30) days after the request for mediation; a copy of the fact finder's decision shall be sent to the Employer and the Union.

(f) The Employer and Union agree that the current agreement will continue in effect until both parties have acted upon this report.

ARTICLE 6
Management Rights

6.1 It is recognized that the management of the Employer, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the Employer. Accordingly, the Employer retains the right, including, but not limited thereto, to:

(a) select and direct the working forces;

(b) the right to hire, suspend or discharge for just cause;

(c) assign, promote, or transfer;

(d) to determine the amount of overtime to be worked;

(e) to relieve employees from duty because of lack of work or other legitimate reasons;

(f) decide the number and location of its facilities, stations, etc.;

(g) determine the work to be performed within the unit;

(h) maintenance and repair;

(i) amount of supervision necessary;

(j) machinery and tool equipment;

(k) methods, schedules of work, together with the sections, procurement, designing, engineering, and the control of equipment and materials;

(l) purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement; and

(m) make reasonable and binding rules which shall not be inconsistent with this Agreement in accordance with established rules and regulations.

ARTICLE 7
Seniority

7.1 Definition

Seniority standing shall be granted to all police officers. Seniority for the purpose of this Agreement, for sworn law enforcement officers of the Cumberland Police Department shall be calculated based upon the following criteria;

(a) Rank
(b) Date of Rank
(c) Date of Police Certification through MPTSC
(d) Class standing in the law enforcement academy class from which they graduated.

7.2 Breaks in Seniority

An employee shall lose his seniority standing upon voluntary resignation from employment unless said employee is rehired pursuant to Article 8 - Rehire Policy of this Agreement. An employee's seniority shall not be terminated because of authorized leave of absence or layoff.

7.3 Filling of Vacancies

Notice of all vacancies shall be posted on employee bulletin boards within ten (10) days following the occurrence of the vacancy. Employees shall be given ten (10) working days' time in which to make application to fill the vacancy or to fill a new position being created. The employee with the necessary abilities or qualifications shall be awarded the position involved, and such award shall be made within thirty (30) days following the posting on the bulletin board. If two or more bargaining unit members are deemed to be equal in necessary abilities or qualifications, the most senior bargaining unit member will be selected. Newly created positions or vacancies are to be posted to include the following information:

(a) The type of work, place of work, rate of pay, hours of work, and classification. (This section is not intended to conflict with current examination requirements).

7.4 Seniority List

The seniority list shall be brought up-to-date January 1st of each year and posted on the employees' bulletin board; such list shall contain date of hire, classification and department. A copy of the seniority list shall be sent by mail to the Union Field Representative and President of the Union.

ARTICLE 8
Rehire Policy

8.1 Sworn police employees that voluntarily resign from employment with the Cumberland Police Department and leave in good standing may be reinstated if they make application within sixty (60) days of the separation of their employment as a City of Cumberland Police Department police officer. The Chief of Police, with the concurrence of the City Administrator may permit the sworn member to be reinstated at the rank and pay grade held at the date of separation if the position has not been filled. Generally, sworn employees returning within sixty (60) days of separation will not require additional training but an employment investigation will be conducted to cover the period of separation. An employee that voluntarily resigned from the Cumberland Police Department will only be considered for rehire at the same rank and pay grade one (1) time in their career with the Cumberland Police Department. Following the sixty (60) days of the date of separation, an employee that separated from the Department may be considered for rehire to any vacant position which they are qualified to fill. For the purposes of this section, retirement shall not be deemed to be voluntary resignation.

8.2 Effect on other actions

The seniority date is reassigned for any period equal to the period of separation.

ARTICLE 9
Lateral Entry

9.1 Persons hired as a Patrolman to the Cumberland City Police Department will be eligible for a maximum of five (5) years of prior service for purposes of placement on the wage scale. Prior service credit must be from an MPTSC certified law enforcement agency or someone who must complete a Comparative Compliance course. If the employee must complete a full academy, they are not eligible. Nothing in this Article prohibits the City from offering advances in vacation time to prospective employees of the police department.

ARTICLE 10
Salary and Wage Rates

10.1 Pay Policies

The Employer will pay all employees biweekly.

10.2 Salary Schedules

Police Officers covered under this Agreement shall be compensated pursuant to the pay schedule located in Appendix I of this Agreement.

10.3 Shift Differential

Employees that work between the hours of 1900-0700 shall receive shift differential pay at the rate of $1.25 per hour.

10.4 Field Training Pay

Bargaining unit members who are field training officers shall receive an additional two dollars ($2.00**)** per hour for each hour they are assigned a trainee.

10.5 Overtime

(a) When any employee works in excess of his regularly assigned work week or work schedule, he shall have the option of being paid at the rate of one and one-half (1 1/2) for such overtime worked, in addition to any other benefits to which they may be entitled; or they may elect to take compensatory time for overtime worked at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.

(b) All overtime worked *(call outs and holdovers)* shall be rotated among the officers of the department, based upon procedures agreed to by an agent, and the Union. Call outs shall be managed by the senior member of the squad. Nothing herein shall prevent the department from making an assignment of overtime in an emergency situation requiring a response in recognition of those responsibilities to protect the

public safety.

(c) Double-time shall be paid if an employee is required to work more than sixteen (16) consecutive hours. In the event of a hold over, bargaining unit members working a twelve (12) hour shift must be given no less than eight (8) hours off between shifts.

(d) Off-Duty Work

Off-duty corporals and sergeants required to attend special meetings or supervisory meetings by the Chief of Police will receive compensation time at the rate of one and one-half (1½) for the length of the meeting.

(e) Grant Overtime

Employees working grant overtime will be compensated at the rate of one and one half (1½) their current rate of pay.

10.6 Acting Pay

The Chief of Police may designate a sworn member of the Cumberland Police Department to perform the duties of an unoccupied position that is vacant due to promotion, reassignment, retirement, extended training or sick leave. Bargaining unit members, who are assigned to a higher classified job for a period of more than twenty (20) consecutive days, shall receive the rate of pay of the higher classified job retroactive to the first day of work at the higher level. The employee must make a formal request for acting pay compensation to the Chief of Police which will be endorsed and forwarded to the City Administrator for final approval. The Chief of Police may authorize the employee in the acting capacity to display the rank insignia on their uniform for that rank.

10.7 Call Back Pay

Any employee who is called to work outside of his regular shift shall receive as pay the rate of one and one-half (1 ½) his regular hourly rate for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater.

10.8 12 Hour Shift Compensation

Officers working a twelve (12) hour schedule will earn four (4) hours comp time at a rate of one and one half (1 ½) for a total of six (6) hours for those four (4) hours worked above eighty (80) hours. Officers are permitted to carry a cumulative balance of eighty (80) hours of this comp leave

10.9 K-9 compensation

K-9 handlers will be compensated for kennel time pursuant to policy set by the Chief of Police.

10.10 Physical Fitness Incentive Bonus

The Employer and the Union agree to meet and discuss the development and implementation of a "Physical Fitness Incentive Program" as a standing item agenda item at the LMRC on a bimonthly basis.

ARTICLE 11
Work Schedules; Attendance; Hours of Work

11.1 12 Hour Shifts

(a) Officers scheduled to work a twelve (12) hour shift shall be scheduled seven (7) twelve (12) hour shifts each fourteen (14) day pay period for a total of eighty-four (84) hours.

(b) Officers working a twelve (12) hour schedule may be asked, or they may request to flex their schedule during a two (2) week pay period in lieu of receiving comp leave as explained in article 10.8 of this Agreement.

(c) Officers will be scheduled for an eight (8) hour shift during a two (2) week pay period at the discretion of the Chief or designee provided the following criteria have been met:

1) The Officer must have a comp leave balance in excess of eighty (80) hours.

2) The Officer must work all six (6) twelve (12) hour shifts in the pay period to be scheduled for the eight (8) hour shift.

3) Forms of paid leave taken during the pay period, i.e.: vacation, holiday, military leave, sick leave, etc., will not necessitate an eight (8) hour shift to be scheduled.

(d) Officers who have not accumulated a balance of eighty (80) hours of comp leave may elect to earn comp leave in lieu of flex time.

11.2 8 Hour Shifts

The work week of all employees who regularly perform police duties who work eight (8) hour shifts shall be an average of not more than forty (40) hours. The work schedule for the work week herein provided for shall consist of five (5) day tours of eight (8) hours each, with two (2) consecutive days off duty. Any part of this section may be waived provided it is by mutual consent and in writing.

11.3 Lunch Periods and Breaks

The lunch period shall be thirty (30) minutes. There shall be two (2) fifteen (15) minute breaks during the shift; one (1) to be taken prior to the lunch period and one (1) to be taken after the lunch period.

11.4 Shift Trading Policy

With approval of the Chief or designee, each employee may be permitted to trade shifts with another employee to work in their place within the same pay period provided:

(a) Such substitution is in the same classification as the employee they are replacing. This provision may be waived provided the efficiency of the Police Department is not impaired and provided the affected supervisor(s) in charge agree(s) to the substitution;

(b) The officer in charge of the shift, or officer in charge, is notified not less than three (3) days prior to the substitution becoming effective, except in the case of emergency, when notification may be made by phone;

(c) Neither the City of Cumberland Police Department nor the Employer is held responsible for the enforcement of any agreement made between employees, nor shall the City of Cumberland Police Department nor the Employer incur any additional cost as a result thereof;

(d) Shift trade agreements will be subject to a change in shift differential. Each employee agreeing to a shift trade will receive the differential for the shift they worked.

ARTICLE 12
Promotion

12.1 For an individual to be eligible to be promoted to the rank of Patrolman First Class (PFC), they must have two (2) years of continuous satisfactory experience immediately preceding the time of promotion in the rank of Patrolman at CPD.

12.2 For an individual to be eligible to be promoted to the rank of Corporal, they must have two (2) years of continuous experience immediately preceding the time of promotion in the rank of PFC at CPD.

12.3 For an individual to be eligible to be promoted to the rank of Sergeant, they must have two (2) years of continuous experience immediately preceding the time of promotion in the rank of Corporal at CPD.

12.4 Promotions to the rank of Lieutenant shall be the prerogative of the Employer;

said promotions to be made in accordance with the Cumberland Police Department Policies and Procedures Manual, as amended from time to time.

ARTICLE 13
Temporary Assignments

13.1 <u>Temporary Assignments</u>

(a) The Chief of Police may make temporary assignments of employees to positions other than those they normally perform in order to meet the requirements of the operations of the department.

(b) Special and/or temporary assignments will be posted. Said list will expire after sixty (60) days of posting and all officers will be eligible to sign for said special and/or temporary assignments. Special qualifications, where pertinent, and length of service will be given consideration when selection for such assignment is made.

(c) The Chief of Police and Union agree that any Patrolman, Corporal and Sergeant who has an assignment other than patrol shift work can make a written request to be transferred back to the patrol unit, subject to the approval of the Chief of Police. The police officer shall be granted the transfer no later than twenty (20) working days after the request.

(d) When courses/training assignments/schools are available, notice will be posted and all officers will be eligible to sign for said courses/training assignments/schools. This list will expire after sixty (60) days of posting. Length of service will be given consideration in selecting candidates for courses/training assignments/schools. When less than ten (10) days' notice is given for training assignments/schools/seminars/etc., a sign up will not be required. Selection will be made by the Chief of Police, giving consideration special qualifications, subject matter, officer's assignment, last school attended and length of service.

ARTICLE 14
Court Time

14.1 Off duty officers will be compensated for summoned appearances in District, Circuit and Juvenile Court in the amount of three (3) hours at the rate of one and one half (1 1/2) for both morning and afternoon appearances. Bargaining Unit Members will be compensated at one and one half (1 1/2) for each hour in court after the initial three (3).

14.2 The officer shall have the option of taking compensation time in lieu of court pay. Compensation time accumulated from court time must be used within the quarterly period it was earned.

14.3 Any time a police officer is summonsed to any court, for either a criminal or civil proceeding, outside the confines of Allegany County, for any action they took while in the performance of their duties for the Employer, the following procedure shall apply:

(a) The officer, with approval of the Chief of Police, may have such court appearance constitute their regular shift or portion thereof for the particular day or days.

(b) In the event said court appearance is not counted as a regular shift or portion thereof, the officer shall be eligible for regular time payment or regular time off, to include reasonable travel time to the court site, subject to the approval of the Chief of Police.

(c) To the extent available and possible, travel to such court appearance will be in a City vehicle, unless the Chief of Police approves use of a personal vehicle. In the event a personal vehicle is used, any payment received for travel from the applicable court will be offset against any mileage reimbursement claimed under the provisions of this Agreement.

14.4 An employee summoned to court while on sick leave or workers compensation leave shall not be entitled to receive court time compensation unless authorized by the Chief or his designee.

ARTICLE 15
Meal and Travel Allowance

15.1 Personal Vehicle Mileage Reimbursement

Bargaining unit members shall be reimbursed for use of their personal automobile at the current rate established by the Internal Revenue Service.

15.2 Travel Reimbursement

Bargaining unit members shall be reimbursed according to the City of Cumberland's Travel and Expense Reimbursement Policy currently in effect.

ARTICLE 16
Training Time

16.1 The Employer, upon pre-approval by the Chief of Police or his designee, hereby agrees that it shall reimburse any employee completing a course or seminar, the fee charged for the course or seminar, upon presentment by the employee to the Employer, of a certificate or suitable document verifying or confirming the completion

of said course or seminar.

16.2 An employee who wishes to attend a course or seminar which they deem to meet the criteria above shall have the right to seek an opinion from the Employer in advance of attendance as to whether or not that particular course or seminar would be eligible for reimbursement. The denial of such a course is subject to the grievance procedure of this Agreement.

16.3 Employees who are attending a course or seminar that is being reimbursed by the Employer shall be granted administrative leave to attend the course or seminar. A "work day" for the purposes of this section shall be defined by the provision of the Fair Labor Standards Act (FLSA) currently in effect.

ARTICLE 17
Clothing & Laundering Allowance

17.1 When a bargaining unit member is assigned to a unit that requires them to wear plain clothes, they shall be paid a $500.00 clothing stipend in January and a separate $500.00 clothing stipend in July. The stipend payments shall be issued separately from payroll payments.

17.2 Bargaining unit members will be provided a uniform cleaning credit in the amount of three hundred thirty dollars ($330.00) each fiscal year. This credit is non-transferrable between bargaining unit members. From time-to-time, the Employer shall select the vendor that will provide the cleaning services. These cleaning services will be available solely for laundering Cumberland City Police Department issued uniforms.

ARTICLE 18
Holidays

18.1 The following days shall be legal holidays and shall be used as paid vacation days in lieu of holidays:

(a) New Year's Day
(b) Martin Luther King's Birthday
(c) George Washington's Birthday
(d) Good Friday
(e) Memorial Day
(f) Independence Day (July 4th)
(g) Labor Day
(h) Columbus Day
(i) General Election Day
(j) Veteran's Day

(k) Thanksgiving
(l) Day after Thanksgiving
(m) Christmas Day
(n) Employee's Birthday

and shall be celebrated on such day as is legally designated therefore. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

18.2 Premium Holidays

When required to work on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, or Independence Day, the employee will be paid at the rate of one and one-half (1 ½) for each hour worked. If the employee volunteers or is held over from the previous shift or is "ordered" to work their regular leave day when they are not scheduled to work, the employee shall be paid at *a* rate of double time for each hour worked.

18.3 Compensatory Time for Holiday Work

Those employees assigned to twelve (12) hour shifts that work a complete twelve (12) hour shift on any City recognized holiday will receive an additional four (4) hours compensatory time for the holiday.

ARTICLE 19
Annual Leave

19.1 Policy

It shall be the policy of the Employer that vacations are necessary to the health and well being of all its employees and that the time off shall be taken by every employee, except in unavoidable emergencies.

19.2 Accrual Rates

(a) Vacation shall be adjusted to July 1st next following employment in probationary status at the rate of 5/12 day for each month, or portion thereof, worked in the current fiscal year. Said vacation shall be taken during the next fiscal year. The Employer and Union agree that at a point in the future when it will be possible to have all city employees' vacations schedules adjusted to the date of hire that said implementation shall be incorporated into this agreement.

(b) When an employee is hired in the period January 1 to June 30, he shall earn

forty (40) hours vacation during the first fully completed fiscal year;

(c) When an employee is hired in the period July 1 to December 31, he shall begin earning vacation at the rate of eighty (80) hours during the first fully completed fiscal year.

- Second Fiscal Year ..... 80 hours
- Third through Fourth Fiscal Year ..... 120 hours
- Fifth through Ninth Fiscal Year ..... 160 hours
- Tenth through Twenty-fourth Fiscal Year..... 200 hours
- Twenty-fifth Fiscal Year and beyond ..... 240 hours

19.3 Each employee shall have the option of taking vacation in hour increments.

19.4 <u>Scheduling of Annual Leave</u>

On a quarterly basis, officers assigned to patrol shall submit vacation requests. Vacation will be granted in blocks of days, (MON TUES, FRI SAT SUN, WED THURS). Preference will be given to the officer/s that have requested the entire block of days. The vacation will be granted upon the established departmental seniority list. At least one supervisor must be scheduled to appear for each shift.

19.5 <u>Reservation Costs</u>

Any reservation costs incurred by an employee through rescheduling of their vacation by the City will be reimbursed, provided that the reservation costs are substantiated.

19.6 <u>Cancellation or Alteration</u>

Any employee required to cancel or alter an approved vacation, or to return to work while on vacation, shall be compensated for the time actually worked at the rate of one and one-half (1 1/2) the regular rate, and all days worked shall be rescheduled. This section does not apply to mutually agreed cancellation of vacation.

19.7 <u>Separation Benefit</u>

An employee leaving employment with the City shall be reimbursed for all accrued vacation that they were entitled during the current year in accordance with the schedule. *(See Fringe Benefits Booklet.)*

19.8 <u>Annual Leave Sell Back Policy</u>

Officers may sell back 50%, up to one hundred and twenty (120) hours, of their earned vacation each fiscal year. The opportunity to sell vacation time will be made available *as* of October 15th. Elections of how much leave shall be made by November 1 of each year.

19.9 Carry-Over

At the sole discretion of the Chief of Police an employee shall have the opportunity to carry-over a mutually agreed to number of holiday/vacation days from one fiscal year to another for extraordinary circumstances.

19.10 Transfer of Annual Leave to Sick Leave

Up to forty (40) hours of unused annual leave not addressed by item 19.9 in this Article will be credited to the employee's accumulated sick leave at the conclusion of the fiscal year.

ARTICLE 20
Sick Leave

20.1 Accrual Rates

Sick leave shall be earned at the rate of ten (10) hours per month including any portion thereof and will be cumulative in an unlimited amount. Earned sick leave shall be credited to the employee's personnel record annually less the number of hours used during the fiscal year prior to said annual posting, which shall be July 1st.

20.2 Use of Sick Leave

Sick leave shall be granted to employees when they are incapacitated by sickness, injury or for medical examination or treatment. An employee shall be able to use sick leave in hour increments.

20.3 Requesting Sick leave

In order to receive sick leave, an employee must notify their immediate supervisor or designated person in charge a minimum of one hour before Roll Call, except in the case of accident or sudden illness, in order that a replacement can be obtained if such is deemed necessary by the Supervisor.

20.4 Medical Certification

An employee will be required to produce a doctor's certificate when they are off from work for more than two (2) days in order to be paid for use of sick leave. The Employer will maintain a record of sick leave for each officer. Whenever an officer is marked off sick, it will be assessed to the officer's sick leave record.

20.5 Sick Leave Restriction

(a) If at any time an officer has more than three (3) sick leave occurrences within a

twelve (12) month period, they will be placed on sick leave restriction. They will be required to produce a doctor's certificate before returning to work from any sick leave occurrences while on sick leave restriction. The doctor's certificate will state the officer's ability to return to work.

(b) Sick leave occurrences covered by medical certification shall not count towards the above referenced three (3) occurrences within a twelve (12) month period.

(c) Whenever employees are placed upon sick leave restriction, notice shall be given in writing to the employee. Employees shall be given the opportunity to respond to the notice.

(d) If at any time an officer's accumulation of sick leave occurrences drops below four (4) in a rolling twelve (12) month period, the officer is no longer on sick leave restriction.

20.6 <u>FMLA</u>

In case of an extended sickness in which an employee has exhausted their accumulated sick leave, all unused vacation time must be taken. At the end of this time, if the employee still has to be away from the job because of sickness, a request for leave of absence due to illness shall be made and may be granted by the City Administrator for a period not to exceed one (1) year. The City of Cumberland's FMLA policy currently in place will be incorporated by reference to this section.

20.7 <u>Records</u>

Sick leave accumulated by employees on the date of this Agreement shall be credited to their personnel records.

20.8 <u>Sick Leave Sell-Back</u>

All full-time, permanent employees who have a balance as designated in the chart below shall be entitled to a bonus for unused sick leave as designated in the chart below**.**

For each hour of sick leave used, the hours available for bonus shall be reduced by one and one-half hours. For example, if an employee uses ten (10) hours of sick leave, the number of hours available for bonus (i.e., the number of hours available to be sold back) shall be reduced from sixty (60) to forty-five (45)).

Those hours for which pay is received under this section shall also be deducted from the accumulated sick leave account of the employee. Under the example set forth in the preceding paragraph, forty-five (45) hours would be deducted from the employee's accumulated sick leave if those hours were sold back for the bonus.

The employee shall elect in writing by June 1 of each year, whether they wish to receive said bonus for the upcoming fiscal year.

Sick leave balances shall be based on the employees' available balance as of the last day of the fiscal year.

ARTICLE 21
Other Leave

21.1 Bereavement Leave

All City employees shall be entitled to bereavement leave because of death in the family, with pay, beginning with the first day of permanent employment. There shall be no accumulation of such leave.

(a) Five (5) working days shall be granted in the death of a spouse, parent, spouse's parent, child, stepchild or stepparent of the employee.

(b) Three (3) working days shall be granted in the death of a brother, sister, grandparent, half-brothers and half-sisters, and stepbrothers and stepsisters.

(c) One (I) working day for attendance at the funeral of a brother or sister of the employee's current legal spouse, spouse's grandmother; spouse's grandfather and that this provision shall also apply if the spouse is deceased and the employee is not remarried.

Said days shall be taken at time of death and funeral services or when funeral services are conducted beyond the usual normal time following death.

21.2 Emergency Leave

In addition, the City employee shall be entitled to leave in the event of an unexpected emergency arising with their immediate household, which said leave shall not exceed five (5) days in any one fiscal year, and when taken, shall be charged to the employee's vacation for that fiscal year. If vacation is exhausted, such leave may be charged to sick leave.

21.3 Leave for Union Business

Sick Leave Hours	Bonus
700 Hours	**60 Hours**

(a) Union Stewards shall be granted reasonable time off during work hours to investigate and settle grievances and conduct other official Union business.

(b) Union Stewards shall be granted as a group a minimum of twenty (20) days in total each fiscal year to be distributed as determined by the stewards to attend Union training. Up to five (5) additional days may be granted upon mutual agreement of the parties.

(c) The Union will notify the Chief or designee in writing at least three (3) days in advance of the meetings. This three (3) day notice may be waived upon mutual agreement of the parties.

21.4 Disability Leave

In the event an employee sustains an injury during the performance of police duties while in the employ of the Employer, he shall receive his regular rate during the period of temporary total disability, not to exceed one (1) year. The Employer reserves the right to void this Section in the event a Wage Continuation Insurance Program is instituted. Further, the Employer shall be responsible to pay the employee only the amount necessary to equal 100% of the employee's net and/or take home pay. Pay shall be calculated by taking the employee's base hourly rate time 80 hours, less applicable taxes.

21.5 Jury Duty

Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for Jury Service or subpoenaed as a witness will be granted leave with pay.

ARTICLE 22
Military Training Leave

22.1 Definition

"Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. *"Reserve Components"* are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard Reserve.

22.2 Annual Training

Any employee who is a member of the National Guard, or of any Reserve Component of the Armed Forces of the United States, will be entitled to a leave of absence of fifteen (15) days without loss of time or annual leave, during which they are engaged in the performance of official duty as a result of being federalized, or while on annual

training duty in this State, or in the United States, under competent orders. Additional time may be permitted at the discretion of the Chief of Police upon receipt of competent orders. While on such leave, they shall be paid their regular gross salary less the amount received from the federal and/or state for their training.

22.3 Weekend Training

A reasonable effort shall be made by the Chief of Police to alter the regularly scheduled work week of an employee who must report for reserve duty one weekend per month but who is regularly scheduled to work on weekends.

ARTICLE 23
Military Service

23.1 Issues pertaining to the right of an employee returning from military service or training to be reemployed at his or her former job (or as nearly comparable a job as possible) with the same benefits shall be governed by the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §§ 4301, et seq.), as amended from time to time.

ARTICLE 24
Leave of Absence

24.1 Eligibility

Any employee may, upon application in writing be granted a leave of absence by the Chief of Police without pay for a period of up to one (1) year.

24.2 Effect on Other Actions

(a) Seniority shall accumulate during leave of absence requests granted under the provisions of this Agreement related to personal illness, illness in the immediate family or disability. Employees shall be returned to the position they held at the time the leave of absence was requested.

(b) Seniority with respect to all other leave of absence requests granted under the provisions of this Agreement is reassigned for any period equal to the period of separation.

ARTICLE 25
Benefits

25.1 Health Insurance

All employees shall enjoy equal opportunity to participate in the health insurance program maintained by the Employer for other employees on the same terms and conditions as such insurance is made available to such of the Employer's employees.

25.2 Health Insurance Coverage During Leave of Absence

Premium for such coverage will continue to be paid, based on the co-pay schedule, for a period not to exceed six (6) months during leaves of absence without pay, granted for personal illness. All employees with two (2) or more years of continuous employment shall receive paid hospital and medical insurance premium coverage for twelve (12) months during leaves of absence without pay, granted for personal illness.

25.3 Co-Pay Schedule

(a) All employees are entitled to Medical and Hospital Insurance coverage with premiums paid by the Employer based on the table below. The employee may choose from the following categories: Individual, Parent/Child, Husband & Wife, and Family

(b) Insurance Premiums

HIGH OPTION	City Percentage	Employee Percentage
Individual	80%	20%
2 Party	80%	20%
Family	80%	20%

LOW OPTION	City Percentage	Employee Percentage
Individual	90%	10%
2 Party	90%	10%
Family	90%	10%

(c) Prescription Benefit

The Employer further agrees to provide prescription drug program coverage for the employee either full-time or retired under the age of Medicare eligibility, and their immediate family. The Prescription drug program coverage shall include a generic Ten Dollar ($ 10.00)/ Twenty Dollar ($20.00) Formulary/and Thirty-Five Dollar ($35.00) non- formulary drug plan.

25.4 Optical Benefit

The Employer will pay up to Two Hundred Dollars ($200.00) for eyeglasses, which shall include contact lenses, for an employee if glasses are needed in the performance of duties. The employee pays the cost of the eye examination. The employee shall be eligible for this benefit no more frequently than once per fiscal year, subject to the below stipulation. If in the course of performing his duties, an employee's glasses are broken or damaged, the employee shall immediately report this fact to his supervisor. All claims shall be investigated thoroughly by the supervisor before claim is approved for payment. If approved for payment, the employee will be eligible for repair/replacement of glasses in an amount not to exceed Two Hundred Dollars ($200.00). In the event the employee is eligible for or receives reimbursement from the party causing damage, any money so received will be refunded to the Employer up to the amount specified herein.

25.5 Life Insurance

The Employer further agrees to provide life insurance in the amount of not less than Ten Thousand Dollars ($10,000) for each employee.

25.6 Retiree Benefit

Where a retired employee whose premium is paid by the Employer, and who has been providing at this expense, coverage for his spouse, dies, the spouse may continue on the Employer's Group Hospitalization Insurance Program at their expense until the spouse's 65th birthday. The intent of this provision is to allow for insurance coverage for the spouse in the event of the death of the employee prior to eligibility for Medicare coverage. Any subsequent changes in Medicare eligibility dates (i.e. an increase or decrease in the eligibility age) shall amend the maximum age for the insurance continuation set forth above.

25.7 Health Coalition

The Employer and the Union agree to participate in a "Health Coalition" with the other collective bargaining units to study plan design, utilization trends, quality control, measures, disease management and any other cost containment measures in an effort to enhance benefits and/or reduce the overall cost of health insurance to the Employer

and its participating employees. Any savings realized as a result of the Health Coalition will go towards funding this Agreement and any other bargaining unit labor cost initiatives the parties mutually agree to.

ARTICLE 26
Retirement

26.1 Employees shall be members of the Pension System for the Law Enforcement Officers of the State of Maryland (LEOPS) under certain terms and conditions; and

26.2 Whereas, those terms and conditions are set forth below;

(a) The UFCW agrees to an administrative fee of .25% (one quarter of one percent) of the employee's base salary payable to the City through payroll deduction, for administration of the LEOPS retirement system.

ARTICLE 27
Grievance and Arbitration Procedure

27.1 Definitions

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement which has been violated. The term "grievant" shall mean an employee or group of employees or, in the case of a grievance involving Union rights, the Union. The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This section shall not be construed in any manner to limit the statutory rights and obligation of the Employer.

27.2 Procedure

Grievances shall be settled in the following manner:

Step 1:

A grievance must be initiated no later than thirty (30) working days from the date of the occurrence of the act or acts giving rise to the grievance. Grievances are initiated by the Union representative filing written notice of the grievance with the Chief of Police or his designee (the "Designee") within the time frame aforesaid. The notice shall site the specific Section and Article of this Agreement which is alleged to have been violated, misinterpreted or improperly applied and a brief summary of the facts supporting that contention. The Chief or Designee, with the Lieutenant in Charge, shall discuss the grievance with the grievant within ten

(10) working days of the Chief's/Designee's receipt of the notice of the grievance. The only persons entitled to be present at this meeting shall be the Chief of Police or Designee, one other Employer representative, the grievant and the Union. The Chief or Designee shall respond in writing to the said grievance within ten (10) working days following the discussion thereof. The Chief of Police's appointment of a Designee for the purposes of this Article of this Agreement shall be effective upon the date the Chief of Police provides written notice of the said appointment to the Union. In absence of the provision of such notice, there shall be no Designee for the purposes of this Article of this Agreement.

Step 2:

If the grievance has not been satisfactorily resolved, the Union Representative, or its President, shall file with the City Administrator, within ten (10) working days following receipt of the said response, a written notice of the appeal thereof, with a copy to the Personnel Office and the Union. The City Administrator, with the Police Chief or Designee, and the Lieutenant in Charge shall discuss the grievance with the aggrieved parties within ten (10) working days of receipt of the notice of appeal. The City Administrator shall provide a written response to the said appeal, with a copy to the Union within ten (10) working days following the discussion thereof.

Step 3:

If the grievance is still unresolved after Step 2, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within ten (10) working days of receipt of the response of the City Administrator, as outlined in Step 2. The Union must notify management, in writing, of such submission.

The American Arbitration Association ("Association") shall conduct such arbitration and such arbitrator as is assigned by the Association shall hear the matter. The parties shall be bound by the usual procedural rules of the Association and all phases of the arbitration shall be conducted in accordance therewith.

The arbitrator shall be requested to issue a decision within thirty (30) days following the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties and shall be enforceable in the Courts of the State of Maryland.

The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined to the specific provision or provisions of this Agreement at issue between the Union and the Employer. He shall have no authority to add to, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Employer and the Union. The award in writing of the arbitrator within his jurisdiction and authority as specified in this Agreement shall be final and binding on the grievant, the Union and the Employer.

27.3 Costs

The party who is unsuccessful in the arbitration procedure shall pay costs and expenses assessed by the arbitrator in each case. Each party shall pay for its own counsel.

27.4 "Working days" as set forth in this Article of this Agreement means all weekdays except those when City Hall is closed.

27.5 All grievances, appeals and responses, requests for review, and other matters relating to this Article shall be in writing and copies of all such documents shall be furnished to the Chief of Police and the Union.

27.6 Time Limits

Time limits imposed by this Article may be extended by mutual agreement of the parties, in writing. Any grievance not appealed or answered at any step of the grievance procedure within the number of days specified shall be considered settled in favor of the grievant if not answered by the Employer, and settled in favor of the Employer if not appealed by the Union, as specified.

ARTICLE 28
Maintenance of Standards

28.1 All members of the bargaining unit retain all like benefits and conditions previously in effect between the parties, except to the extent said benefits or conditions are modified by the terms of this Agreement.

ARTICLE 29
Labor/Management Relations Committee

29.1 Purpose

In order to foster cooperative labor relations between the Employer and the Union and attempt to resolve matters that affect bargaining unit employees and/or the Employer, there is hereby established a Labor/Management Relations Committee (LMRC).

29.2. LMRC Training

LMRC training will be required at the first meeting of the LMRC in August of 2018 or whenever that meeting occurs. The training will be conducted by the FMCS or by another free mediation service agreed upon by the parties. Future trainings may be scheduled upon agreement of the parties.

29.3 Number of Meeting Attendees

LMRC meetings shall be attended by no more than three (3) representatives of each of the parties.

29.4 Meeting Scheduling

The LMRC shall meet no less than two (2) and no more than four (4) times per fiscal year. The required meetings shall take place during the months of August and February unless otherwise agreed upon by the parties. The Union shall be responsible for arranging mutually acceptable meeting dates subject to the foregoing parameters.

29.5 Meeting Subject Matter

LMRC members shall discuss issues of concern to the Employer and the Union, but the LMRC shall not serve as a platform to negotiate modifications of this Agreement, such negotiations being expressly prohibited in this forum. LMRC meetings are not intended to serve as complaint sessions. Rather, they are opportunities for the parties to come together for constructive discussion.

29.6 Exchange of Agenda Items

The parties shall exchange proposed agenda items no later than one (1) week in advance of each meeting, but it is understood that a party's ability to prepare for a meeting and address the other party's concerns at the meeting is predicated upon being provided as much advance notice of agenda items as possible.

ARTICLE 30
Discrimination

30.1 No police officer shall be in any manner discriminated against, coerced, restrained or influenced due to membership in the Union or being an officer therein.

ARTICLE 31
Visitation

31.1 Officers or accredited representative of the Union shall, upon request by the Union, be admitted to the property of the Employer during working hours, at a mutually agreed upon time, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances. As a matter of courtesy, each Union representative shall notify the Chief of Police of visitations. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

(a) Post Union notices.

(b) Attend negotiating meetings.

(c) Transmit communications authorized by the local Union or its offices to the Employer or its representatives.

(d) Consult with the Chief of Police or his representative, local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement.

31.2 Bulletin Boards

The Employer agrees to provide reasonable bulletin board space where notices of official Union matters may be posted by the Union.

ARTICLE 32
Working Conditions

32.1 Personal Protective Equipment

If any employee is required to wear uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished without cost to the employee by the Employer.

32.2 Uniforms and Equipment

(a) The Employer shall furnish equipment, clothing, shoes, and supplies for the protection of the employee in the exercise of their duties under the most hazardous conditions. Such equipment, clothing, shoes, and supplies shall be the best quality for the job as determined by the Chief of Police after consultation with the suppliers of these items. There shall be at least three (3) styles of shoes available.

(b) The Employer shall be responsible for having all required patches, chevrons, service stripes, etc., attached to uniforms.

(c) The Employer shall provide for replacement of shoes where appropriate and necessary.

32.3 Parking

The Employer shall provide free parking for employee while they are working their assigned shift and also when the employee is on official Employer business, on the City lot adjacent to the Public Safety Building.

ARTICLE 33
Notice of Work Rule Changes

33.1 The Employer will provide no less than fifteen (15) days notice of work rule changes for an opportunity for the Union to comment prior to implementation. For the purposes of this section a work rule shall be defined as an action affecting all of a shift or shifts' employees.

33.2 Should the parties not agree and the proposed change impacts wages, hours or other working conditions of bargaining unit members, the Union may file a grievance in accordance with this Agreement.

ARTICLE 34
Reduction in Force

34.1 In the case of reduction of forces or elimination of a position, departmental seniority shall govern, with fitness and ability being equal. Layoffs shall begin with those employees having the least seniority by classification; provided, however, that any employee scheduled to be laid off may, within forty-eight (48) hours of notice of layoffs, claim any position in a similar or lower scale which the employee can perform without further training within said department. Employees shall be recalled according to seniority in the inverse order of layoff. The employee shall return to work within ten (10) calendar days of written notice of recall by registered letter to the last recorded address or forfeit his seniority rights, and shall be subject to loss of job.

ARTICLE 35
Safety and Health

35.1 In the event a bargaining unit member believes they are experiencing a workplace safety issue, they shall immediately report the safety issue to the attention of their immediate supervisor. Supervisors are to do everything reasonably necessary to eliminate the identified hazard. If the Union believes that the hazard has not been eliminated with reasonable promptness, or that the supervisor has not taken reasonable steps to eliminate the hazard, the Union shall notify the Chief of Police who shall conduct an investigation and report his findings to the Union and the City Administrator.

If the matter is not resolved at the Chief of Police level, the Union may file a grievance in accordance with the terms of this Agreement.

ARTICLE 36
Entirety and Modification Clause

36.1 The Employer and the Union agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Employer and the Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item during the term of this Agreement except by mutual consent.

ARTICLE 37
Termination, Change or Amendment

37.1 This Agreement shall be effective July 1, 2018 and remain in full force and effect until June 30, 2021 for all provisions of this Agreement. It shall be automatically renewed from year-to-year thereafter, unless either party shall give the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given the other party, in writing, not less than sixty (60**)** days prior to June 30, 2021**,** or no less than sixty (60) days prior to the last day of any renewal term thereafter.

ARTICLE 38
Reopener

38.1 The parties will hold reopener negotiations to address the issue of wages (i.e., either a cost of living adjustment and/or a stipend for the third year of this Agreement) for the third year of the Agreement. No other issues shall be presented in the course of reopener negotiations. The reopener session shall begin no later than April 1, 2021 and shall conclude no later than June 15, 2021.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

_____ day of _____, 2018.

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Brian K.Grim, Mayor

ATTEST

_____
Marjorie Woodring, City Clerk

UFCW LOCAL 1994 MCGEO

_____
Gino Renne, President

Appendix I

FY 19 Annual Salary

	Step		Entry	2	3	4	5	8	11	14	17	20	25
S	**Sergent**	**2080**	49,421	50,419	51,418	52,437	53,498	54,558	55,661	56,763	57,907	59,072	60,237
R	**Corporal**	**2080**	45,635	46,550	47,466	48,422	49,400	50,378	51,397	52,416	53,477	54,538	55,640
P	**Patrolman**	**2080**	38,917	39,686	40,477	41,288	42,120	42,952	43,826	44,699	45,594	46,488	47,424

FY19

Hourly Rate	**Sergeant**	23.76	24.24	24.72	25.21	25.72	26.23	26.76	27.29	27.84	28.40	28.96
Hourly Rate	**Corporal**	21.94	22.38	22.82	23.28	23.75	24.22	24.71	25.20	25.71	26.22	26.75
Hourly Rate	**Patrolman**	18.71	19.08	19.46	19.85	20.25	20.65	21.07	21.49	21.92	22.35	22.80

FY 20 Annual Salary

	Step		Entry	2	3	4	5	8	11	14	17	20	25
S	**Sergent**	**2080**	50,419	51,418	52,437	53,477	54,558	55,640	56,784	57,907	59,072	60,258	61,443
R	**Corporal**	**2080**	46,550	47,486	48,422	49,400	50,398	51,376	52,416	53,456	54,538	55,619	56,763
P	**Patrolman**	**2080**	39,686	40,477	41,288	42,120	42,973	43,805	44,699	45,594	46,509	47,424	48,381

FY18

Hourly Rate	**Sergeant**	24.24	24.72	25.21	25.71	26.23	26.75	27.30	27.84	28.40	28.97	29.54
Hourly Rate	**Corporal**	22.38	22.83	23.28	23.75	24.23	24.70	25.20	25.70	26.22	26.74	27.29
Hourly Rate	**Patrolman**	19.08	19.46	19.85	20.25	20.66	21.06	21.49	21.92	22.36	22.80	23.26

FY19 annual salary amounts are effective as of July 1, 2019 and FY20 annual salary amounts are effective as of July 1, 2020.

Employees are to be compensated at each appropriate step effective on their anniversary date at the start of each designated longevity year.

Regular Council Agenda
June 5, 2018

Description

Order authorizing execution of a Collective Bargaining Agreement with the United Food and Commercial Workers (UFCW) Local #1994 MCGEO for the period July 1, 2018 through June 30, 2021

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)