



**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

## **AGENDA**

DATE: August 7, 2018

### **I. Closed Session**

1. 5:00 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(7) to confer with legal counsel regarding the terms of a development agreement between the City, the Cumberland Economic Development Corporation, and Cumberland Gateway Real Estate LLC, and to confer with counsel regarding a code enforcement issue
2. Executive Session

### **II. Open Session**

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

### **III. Pledge of Allegiance**

### **IV. Roll Call**

### **V. Statement of Closed Meeting**

1. Summary Statement of Closed Meeting

### **VI. Certificates and Awards**

1. Certificate of Recognition presented to Lt. Brian Lepley upon his retirement after 23 years of service with the Cumberland Police Department

### **VII. Presentations**

1. Presentation from the Fort Hill History team on their project, "A Hard Pill to Swallow"
2. Presentation from WVU Law Land Use and Sustainable Development Law Clinic on the Cumberland Blight Action Plan

### **VIII. Approval of Minutes**

1. Approval of the Closed Session Minutes of April 19 and May 1, 2018
2. Approval of the Budget Work Session Minutes of May 1, 2018
3. Approval of the Regular Session Minutes of June 5, 2018

### **IX. New Business**

**(A) Resolutions**

1. Resolution granting The Family Junction, Inc. a property tax credit for the tax year 2018-2019
2. Resolution granting The Cumberland Outdoor Club a property tax credit for the tax year 2018-2019

**(B) Orders (Consent Agenda)**

1. Order authorizing the Chief of Police to accept a GOCCP Sex Offender Compliance and Enforcement Grant in the amount of \$20,719 for police overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency and to purchase a field fingerprint scanner
2. Order allowing for Special Taxing District tax exemptions for the 2018/2019 tax year for 47 Baltimore St. in the amount of \$397.42, 107 S. Centre St. in the amount of \$323.98, and 27 N. Centre St. in the amount of \$379.62
3. Order accepting the bid of Hoyman Painting to provide services for the "Repaint Primary Clarifier Equipment Project" (21-18-WWTP) in the estimated unit price of \$116,728
4. Order authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$19,583 to assist with security at FCRC during supervised visitation and exchange
5. Order approving the sole source Design and Install Contract with S&S Electric for the Cavanaugh Ball Field Lighting Project (02-18-RE) for the estimated cost of \$49,720
6. Order authorizing the purchase of a Light Structure System with Total Light Control for Cavanaugh Ball Field from MUSCO Sports Lighting, LLC, through the NJPA (National Joint Powers Alliance) State Bid Contract for \$104,920
7. Order authorizing the Chief of Police to accept a Community Grant Program Fund (CGPF) grant entitled "2019 Community Program" in the amount of \$15,720 for police overtime to conduct neighborhood foot and bike patrols and attend community events, and for the purchase of promotional items for distribution at community events
8. Order authorizing the Chief of Police to accept a GOCCP Gun Violence Reduction grant entitled "Gun Violence Reduction Initiative" for FY19 in the amount of \$7,000 for overtime support to perform gun-related investigations and specialized gun interdiction patrols and to assist in execution of search warrants to proactively combat street-level violent crime
9. Order authorizing execution of an Employee Assistance Program Service Agreement with the Western MD Health System Corp. to provide assistance services to City employees and employees' spouses and dependents for a 1- year term retroactive to July 1, 2018 at the cost of \$27.00/year per employee
10. Order authorizing the Chief of Police to accept a GOCCP Heroin Coordinator Grant for FY19 in the amount of \$56,066 for personnel to assist in developing and implementing strategies intended to reduce heroin overdoses and related crime and to facilitate the entering of heroin and opioid incident and case data into the HIDTA Case Explorer system
11. Authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to conduct six drug interdiction events between now and June 1, 2019 in an attempt to reduce the illicit supply of opioids in Cumberland. \$10,000 in police overtime money has been appropriated by the Allegany County Health Department for this initiative.
12. Order adopting a revised Extended Leave Donor Program to be effective August 7, 2018
13. Order authorizing the City Administrator to execute FY19 Employment Agreements for part-time employees, which shall not exceed one (1) year from the date of execution

14. Order authorizing the execution of a Joint Use Agreement with the MD Department of Natural Resources and The Housing Authority of the City of Cumberland for the receipt of \$149,000 in Community Parks and Playground funding to be used for improvements to the play facility at the Jane Frazier Village
15. Order authorizing the execution of a Joint Use Agreement with the MD Department of Natural Resources and Allegany College of Maryland for the receipt of \$98,290 in Community Parks and Playground funding to be used to construct two (2) outdoor sand volleyball courts that will be available for community use

**(C) Letters, Petitions**

1. Letter from the City Clerk reporting the June 26, 2018 Primary Election results, as certified by the Allegany County Board of Elections and the Maryland State Board of Elections, and stating that, having received the two highest vote counts, Raymond Morriss and Brian K. Grim shall be the candidates placed upon the ballots for the municipal General Election

**X. Public Comments**

All public comments are limited to 5 minutes per person

**XI. Adjournment**



Regular Council Agenda  
August 7, 2018

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**Description**

5:00 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(7) to confer with legal counsel regarding the terms of a development agreement between the City, the Cumberland Economic Development Corporation, and Cumberland Gateway Real Estate LLC, and to confer with counsel regarding a code enforcement issue

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



Regular Council Agenda  
August 7, 2018

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**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  
August 7, 2018

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**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  
August 7, 2018

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**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)**



Regular Council Agenda  
August 7, 2018

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**Description**

Certificate of Recognition presented to Lt. Brian Lepley upon his retirement after 23 years of service with the Cumberland Police Department

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



Regular Council Agenda  
August 7, 2018

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**Description**

Presentation from the Fort Hill History team on their project, "A Hard Pill to Swallow"

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



Regular Council Agenda  
August 7, 2018

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**Description**

Presentation from WVU Law Land Use and Sustainable Development Law Clinic on the Cumberland Blight Action Plan

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



Regular Council Agenda  
August 7, 2018

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**Description**

Approval of the Closed Session Minutes of April 19 and May 1, 2018

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

# Mayor and City Council of Cumberland

## Closed Session Minutes

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

Second Floor Conference Room

Thursday, April 19, 2018

4:00 p.m.

The Mayor and City Council convened in open session at 4:00 p.m. for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305 (b) (9) of the General Provisions Article of the Annotated Code of Maryland to discuss negotiation issues with the UFCW #1994.

**MOTION:** Motion to enter into closed session was made by Councilman Frazier, seconded by Councilman Caporale, and was passed on a vote of 4-0.

**PRESENT:** Brian K. Grim, President; Council Members Seth Bernard, David Caporale and Eugene T. Frazier

**ABSENT:** Councilman Richard Cioni

**ALSO PRESENT:** Jeffrey Rhodes, City Administrator; Michael Cohen, City Solicitor; Ken Tressler, City Comptroller; Marjorie Woodring, City Clerk

# Mayor and City Council of Cumberland

## Closed Session Minutes

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

Second Floor Conference Room

Tuesday, May 1, 2018

5:45 p.m.

The Mayor and City Council convened in open session at 5:45 p.m. for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305 (b) (1) and (9) of the General Provisions Article of the Annotated Code of Maryland to discuss personnel matters involving a certain city employees and to discuss negotiation issues with the UFCW #1994.

**MOTION:** Motion to enter into closed session was made by Councilman Frazier, seconded by Councilman Caporale, and was passed on a vote of 5-0.

**PRESENT:** Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Richard Cioni via conference phone, and Eugene T. Frazier

**ALSO PRESENT:** Jeffrey Rhodes, City Administrator; Michael Cohen, City Solicitor; Charles Hinnant, Chief of Police; Jonathan Hutcherson, Cumberland Economic Development Commission; Marjorie Woodring, City Clerk



Regular Council Agenda  
August 7, 2018

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**Description**

Approval of the Budget Work Session Minutes of May 1, 2018

**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

## WORK SESSION

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

Tuesday, May 1, 2018  
5:00 p.m.

**PRESENT:** Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Eugene Frazier, Richard Cioni (by phone)

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Ken Tressler, Comptroller; Marjorie Woodring, City Clerk, media, guests

### I. 2019 BUDGET – UPDATES FROM LAST MEETING

Mr. Rhodes stated there have been some changes made to the proposed budget, but things are in balance. Mr. Tressler went through the presentation, noting that all capital expenditures were not included in this brief presentation, but would be included.

### II. 2019 BUDGET HIGHLIGHTS

- City continues to face significant financial challenges
- Assessable tax base expected to decline 1.7%
- Health insurance increase is lower than in recent years, and there is a refund expected
- Major capital projects underway and/or planned
- Trash and Water rate increases of 5%
- General Fund is now showing a \$12K unassigned surplus (which is essentially breaking even)
- New debt issue in FY2019: CDA; Evitts Creek (requesting expansion of #3M for this project; looking for grant to cover 87.5%); CSO Project expansion; Willowbrook Road water line (grant is secured for water line debt)
- Police Department was successful in securing COPS grants to fund a portion of 3 officers salaries for 3 years

### III. ASSESSABLE REAL PROPERTY TAX BASE

- Constant Yield rate is \$1.077
- Keeping the same rate as FY2018 represents a revenue reduction of 1.72%

### IV. CHANGES SINCE APRIL 17 MEETING

- Employee health insurance cost increases – Deductibles from \$300/\$900 to \$500/\$1500 and ER co-pay from \$150 to \$200
- Removal of radio service charges
- Building contractual service and maintenance reductions
- MPA expense reduction directive
- Debt Schedule adjustments

Mayor Grim asked if the new insurance co-pays compare with those of the private sector. Mr. Tressler advised that a comparison has not been done yet, but he believes they would compare favorably. He further added that in comparing the City's cost to the County's, our plans are more expensive, so an in-depth analysis wasn't done. He suggested that a reason for that may be that the City's overall age group may be higher.

#### **V. PROPRIETARY FUNDS FY2019 BUDGET**

- Assuming a 5% water rate increase (average inside residential customer - \$0.83/month), and 15% trash pickup increase (\$1.56/month)
- Large Sewer Fund profit is primarily due to the BRF Grant from the State of MD, which is utilized on the CSO projects. The cash flow is expected to be \$1.6M vs. net income of \$19.7M.
- The MPA will run out of cash in FY2019 and will require estimated General Fund financial assistance of around \$44K, and over \$100K annually going forward. We're assuming a \$10K MPA expense reduction since the last meeting.

#### **VI. GOVERNMENTAL FUNDS FY2019 BUDGET**

- Governmental funds – all basically breaking even
- The City is providing some support to the DDC
- General Fund unrestricted surplus is around \$12K

#### **VII. GENERAL FUND SUMMARY**

Mr. Tressler indicated that \$12K was a thin margin because the health insurance refund could possibly be less than expected, Worker's Comp. expenses could go up, etc. If additional cuts are necessary, the City could consider:

- Discretionary spending reductions to:
  - Contributions to Community Programs - \$80K, Blight Removal/Demolition - \$225K, Constitution Park Airplane removal - \$10K, Hotel/Motel contributions - \$45K.
- Hiring freeze or delays for any open position created in FY2019 through attrition.
- Retirement incentive is being analyzed – though still not ready to come forward with a suggestion
- Inter-fund transfer

## VIII. GENERAL FUND ONGOING CONSIDERATIONS

- 2017 Refinanced Savings will drop in FY2021
- Health insurance rates will increase and refund cannot be relied upon
- Police Grant will phase out in FY2021
- Assessable tax base is volatile
- Street paving funding is rapidly declining and will likely be fully utilized in FY2020

## IX. DISCUSSION

There was discussion on the Constitution Park airplane removal, at a cost of \$10K, and if it will happen in 2019. There have been conversations with a city in PA that is interested, but they also have been having budget issues so nothing has yet been finalized. Storing the plane was suggested, but this would still require the cost of transportation, and storing may not be allowed by the USAF guidelines, regardless.

Street paving was discussed. Mr. Tressler advised that bond proceeds from previous years will likely be fully utilized in FY2020, with the expectation to utilize \$2M in FY2019, so there will be approximately \$800K left, with \$1M typically spent on paving. He stated that the City will be looking at additional debt because it will be difficult to fund street paving out of Operations. Also, restoration of Highway User Funds may help free up some funds. Not a lot this FY, but the following year it increases \$300K which restores 85% of what the high essentially is.

It was discussed that the City is “squeaking by” this year, with growing costs to come, and needs to grow its tax base or the outcome will be either looking at raising tax rates or cutting services. There is no room for error – if one or two things go in the City’s favor, it will give a little bit of cushion; if things don’t go in the City’s favor, it may result in losing fund balance.

A hiring freeze and retirement incentives were discussed. Mr. Rhodes stated that he would want to stop short of a flat-out hiring freeze. As one department may vary from another, he would want the flexibility to look at each situation individually. There was a unanimous decision from M&CC to provide no specific direction on this topic at this time, so the City will work from these guidelines.

There was a discussion regarding the pending blight study and looking at housing prices and longer term solutions to stabilize the market and provide adequate housing. It was mentioned that ATK was hiring, and that we should find a way to attract people to reside in the City, which would re-establish the tax base going forward. It was suggested that the Memorial Hospital site could be developed for residential instead of commercial.

It was decided that the Budget Ordinances will be prepared for their first reading at the May 15<sup>th</sup> meeting, with the second reading at the first meeting in June.

**X. ADJOURNMENT**

With nothing further, Mayor Grim asked for a motion to adjourn the meeting. Motion was given by Councilman Bernard, seconded by Councilman Caporale, and was approved by all.

Meeting adjourned: 5:30 PM

Respectfully submitted,

Marjorie A. Woodring  
City Clerk

Minutes approved: \_\_\_\_\_



**XII. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 6:10 p.m. Motion to close Public Work Session made by Councilman Caporale, seconded by Councilman Bernard, and passed on a vote of 5-0.

Respectfully submitted,

Marjorie A. Woodring  
City Clerk

Minutes approved \_\_\_\_\_



Regular Council Agenda  
August 7, 2018

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**Description**

Approval of the Regular Session Minutes of June 5, 2018

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



**MAYOR**  
Brian K. Grim

**CITY ADMINISTRATOR**  
Jeff Rhodes

**CITY SOLICITOR**  
Michael Scott Cohen

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

**CITY CLERK**  
Marjorie A. Woodring

## **MINUTES**

DATE: 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 1GNDDT13X84K114174, 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 to 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 \$5,000 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 \_\_\_\_\_

Brian K. Grim, Mayor \_\_\_\_\_

ATTEST: Marjorie A. Woodring, City Clerk \_\_\_\_\_



Regular Council Agenda  
August 7, 2018

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**Description**

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



Regular Council Agenda  
August 7, 2018

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**Description**

Resolution granting The Family Junction, Inc. a property tax credit for the tax year 2018-2019

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

**City of Cumberland**  
- Maryland -

**RESOLUTION**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, GRANTING THE FAMILY JUNCTION, INC. A PROPERTY TAX CREDIT FOR THE TAX YEAR 2018-2019, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a real and corporate property tax credit against certain property owners; and
- WHEREAS,** The Family Junction, Inc. is such a property owner designated in Section 9-302(b) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** The Family Junction, Inc. has, pursuant to Section 9-301(e)(1), applied for the real and corporate property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to The Family Junction, Inc. a real and corporate property tax credit against the municipal corporation property tax imposed on the Cumberland Outdoor Club for the tax year 2018-2019.

**NOW, THEREFORE, BE IT RESOLVED THAT,** The Family Junction, Inc. be and is hereby granted a real and corporate property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2018-2019.

**Given under our Hands and Seals this 7<sup>th</sup> day of August, 2018, with the  
Corporate Seal of the City of Cumberland hereto attached,  
duly attested by the City Clerk.**

Attest:

Mayor and City Council  
Of Cumberland

---

*Marjorie A. Woodring*  
City Clerk

---

*Brian K. Grim*  
Mayor



Assessment 106500  
Tax Amount 1128.37

RCVD  
CLERK'S OFFICE

2018 JUL 30 PM 2:51

July 25, 2018

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

Re: Tax Exemption for Family Junction, Inc.

Dear Mr. Rhodes:

Please accept this letter as a request from Family Junction, Inc. to receive a real estate tax credit for the tax year beginning July 1, 2018.

I appreciate your support in 2017 and am happy to answer any questions you may have about our non-profit organization and its programs and services.

Thank you for your assistance with this matter. I am most grateful for your continued support.

Sincerely,

  
Melanie McDonald  
Executive Director

cc: Jo Wilson, Board President

P.O. Box 697 • 610 Memorial Avenue  
Cumberland, MD 21501-0697  
Ph: 301-777-2858  
[www.thefamilyjunction.org](http://www.thefamilyjunction.org)



Regular Council Agenda  
August 7, 2018

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**Description**

Resolution granting The Cumberland Outdoor Club a property tax credit for the tax year 2018-2019

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

**City of Cumberland**  
- Maryland -

**RESOLUTION**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, GRANTING THE CUMBERLAND OUTDOOR CLUB A PROPERTY TAX CREDIT FOR THE TAX YEAR 2018-2019, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.**

**WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and

**WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a real and corporate property tax credit against certain property owners; and

**WHEREAS,** the Cumberland Outdoor Club is such a property owner designated in Section 9-302(f) of the Tax-Property Article of the Annotated Code of Maryland; and

**WHEREAS,** the Cumberland Outdoor Club has, pursuant to Section 9-301(e)(1), applied for the real and corporate property tax credit; and

**WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Cumberland Outdoor Club a real and corporate property tax credit against the municipal corporation property tax imposed on the Cumberland Outdoor Club for the tax year 2018-2019.

**NOW, THEREFORE, BE IT RESOLVED THAT,** the Cumberland Outdoor Club be and is hereby granted a real and corporate property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2018-2019.

**Given under our Hands and Seals this 7<sup>th</sup> day of August, 2018, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.**

Attest:

Mayor and City Council  
Of Cumberland

---

*Marjorie A. Woodring*  
City Clerk

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*Brian K. Grim*  
Mayor

# CUMBERLAND OUTDOOR CLUB

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June 18 2018

City of Cumberland  
PO Box 1702-57 North Liberty Street  
Cumberland, Maryland 21501-1702

Re: Tax Credit – Account Numbers: 0409098, 04013182, 04032845 and D00078238

Mayor and City Council:

Please consider this a formal request to exercise authority granted by Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland to grant Tax Credit for the above referenced accounts of the Cumberland Outdoor Club, Incorporated for FY2019.

Thank you for your attention to this matter.

Sincerely,



William T. Snyder  
House Chairman  
Cumberland Outdoor Club, INC



Regular Council Agenda  
August 7, 2018

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**Description**

Order authorizing the Chief of Police to accept a GOCCP Sex Offender Compliance and Enforcement Grant in the amount of \$20,719 for police overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency and to purchase a field fingerprint scanner

**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: August 7, 2018

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP "Sex Offender and Compliance Enforcement" program grant for FY19 entitled "Monitoring Sex Offender Compliance," in the amount of Twenty Thousand, Seven Hundred Nineteen Dollars and No Cents (\$20,719.00) for the period 07/01/2018 to 06/30/2019, to provide overtime for personnel, operating and equipment support to confirm sex offenders are living where they are reporting, as well as being in compliance with other ordered conditions.

\_\_\_\_\_

**Brian K. Grim, Mayor**

Grant: SOCM-2018-0014



## GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT  
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS  
CHILDREN • DEAF & HARD OF HEARING

July 23, 2018

Chief Charles H Hinnant  
Chief of Police  
Cumberland Police Department  
20 Bedford Street  
Cumberland, MD 21502

RE: SOCM-2019-0014

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Sex Offender and Compliance Enforcement**", in the amount of \$20,719.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. Enclosed is the Grant Award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's Sex Offender and Compliance Enforcement program assists in developing and implementing strategies specifically intended to provide assistance complying with the laws surrounding the Sex Offender Registry. The program allows police officers to conduct home visits with sex offenders to ensure compliance with sex offender registration laws. Program funds will provide overtime and equipment.

Please pay particular attention to the instructions included on the Grant Award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov). The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Grant Award, must sign the original Grant Award Acceptance form and upload it in the Grants Management System within **Twenty-One (21) Calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the Grant Award, Notification of Project Commencement, and Individual Project Reports has also been sent to the Project Director. The Project Director is responsible for completing these and other required forms now and at the end of each reporting period. If the Project Director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the Grant Award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this Grant Award, please contact **Carpintieri, Angela**, your Regional Monitor, or **Quinn, Laura**, Fiscal Specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our State.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.  
Executive Director

cc: Lieutenant Chuck Ternent



7/23/2018

Governor's Office of Crime Control and Prevention



Control Number:

35568

Regional Monitor:

Carpintieri, Angela

Fiscal Specialist:

Quinn, Laura

# Grant Award & Acceptance Form

<b>Grant Award Number:</b>	<b>SOCM-2019-0014</b>		
<b>Sub-recipient:</b>	Cumberland Police Department		
<b>Project Title:</b>	Sex Offender and Compliance Enforcement		
<b>Implementing Agency:</b>	Cumberland Police Department		
<b>Award Period:</b>	<b>07/01/2018 - 06/30/2019</b>		CFDA: State

Funding Summary	Grant Funds	100.0 %	<b>\$20,719.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$20,719.00</b>

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

**Sex Offender Compliance and Enforcement in Maryland**

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

**FOR THE STATE OF MARYLAND:**



\_\_\_\_\_  
Executive Director

Governor's Office of Crime Control and Prevention

**SUB-RECIPIENT ACCEPTANCE:**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Typed Name And Title

\_\_\_\_\_  
Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Regional Monitor:  
Fiscal Specialist:

Carpintieri, Angela  
Quinn, Laura

Governor's Office of Crime Control and Prevention

## Budget Notice

<b>Grant Award Number:</b>	<b>SOCM-2019-0014</b>	
<b>Sub-recipient:</b>	Cumberland Police Department	
<b>Project Title:</b>	Sex Offender and Compliance Enforcement	
<b>Implementing Agency:</b>	Cumberland Police Department	
<b>Award Period:</b>	<b>07/01/2018 - 06/30/2019</b>	CFDA: State

Funding Summary	Grant Funds	100.0 %	<b>\$20,719.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$20,719.00</b>

### Personnel

Description of Position	Salary Type	Funding	Total Budget
Compliance Check - CPD	Overtime	Grant Funds	\$8,019.00

Personnel Total: \$8,019.00

### Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Compliance Check Overtime - ACSO	Grant Funds	0	\$40.00	\$10,000.00

Contractual Services Total: \$10,000.00

### Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
Field Fingerprint Scanner	Grant Funds	1	\$2,700.00	\$2,700.00

Equipment Total: \$2,700.00

Approved:

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/18/2018



Regular Council Agenda  
August 7, 2018

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**Description**

Order allowing for Special Taxing District tax exemptions for the 2018/2019 tax year for 47 Baltimore St. in the amount of \$397.42, 107 S. Centre St. in the amount of \$323.98, and 27 N. Centre St. in the amount of \$379.62

**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: August 7, 2018

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

THAT, the following Residential Exemptions from the Special Taxing District Levy for the 2018-2019 tax years be and are hereby granted:

Property / Owner	Tax Year / Account No.	Total Tax Due	Exemption Amt.
47 Baltimore St. - Chevez	2018-2019 Tax No. 04-023226-4P	\$806.88	\$397.42
27 N. Centre St. – Saville	2018-2019 Tax No. 14002618-4P	\$379.62	\$379.62
107 S. Centre St. – Circosta	2018-2019 Tax No. 04-031601	\$275.98	\$323.98

**BE IT FURTHER ORDERED,** that this exemption is hereby granted pursuant to the provisions of Section 235 of the City Charter.

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**Brian K. Grim, Mayor**

**City of Cumberland**  
**SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION**

Tax Year 2018-19

I, ROBERT/ROSARIO CHEJER request an exemption from the Special Taxing District Levy for property owned by me at: 47 BALTIMORE ST 21102

My request is based upon the fact that:

- Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;
- Industrial** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 1/3 %  
Industrial \_\_\_\_\_ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: Ronald Chejer  
Date: July 17, 18

**For City use**

Tax Account No: 04-023226-4P

	Assessed Amount	Tax Amount
Original	264100	1204.30
Exempt	87153	397.42
Billable	176947	806.88

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2018/19

I JoAnn Cirrosta request an exemption from the Special Taxing District Levy for property owned by me at:

1075 Centre St.  
Cumberland, MD 21502  
04 031601

My request is based upon the fact that this property is used for:

Industrial \_\_\_\_\_

Residential ✓

If only part of the property is used for an exempt purpose, designate the percentage so used:

Industrial % \_\_\_\_\_

Residential % 54%

Signed [Signature]  
Date 10/25/2018

	<u>Assessment</u>	<u>Tax</u>
Original	223 867	599.96
Exempt	120888	323.98
Billable	102979	275.98

---

JO ANN CIRCOSTA PH D

502-797-0881  
JCIRCOSTA08@GMAIL.COM

107 S CENTRE ST  
CUMBERLAND, MD  
21502-3022

July 24, 2018

Ms. Margie Eirich  
City of Cumberland  
57 North Liberty St  
Cumberland, MD 21502

Dear Ms. Eirich:

I have enclosed a request for partial exemption of the special tax for tax 2018-2019.  
Thank you for your consideration in this matter.

Sincerely yours,

  
Jo Ann Circosta

---

**City of Cumberland**  
**SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION**

Tax Year 2018 - 2019

I, Sandra Saville request an exemption from the Special Taxing District Levy for property owned by me at: 27 N. Condee St

My request is based upon the fact that:

Residential - this property, or portion thereof, is occupied and used by the owner for his or her residence;

Industrial - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial \_\_\_\_\_ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: Sandra Saville  
Date: 7/18/18

**For City use**

Tax Account No: 14002618 - 4P

	Assessed Amount	Tax Amount
Original	1126500	759 24
Exempt	83250	379 42
Billable	83250	379 42



Regular Council Agenda  
August 7, 2018

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**Description**

Order accepting the bid of Hoyman Painting to provide services for the "Repaint Primary Clarifier Equipment Project" (21-18-WWTP) in the estimated unit price of \$116,728

**Approval, Acceptance / Recommendation**

It is the Engineering Division's recommendation for the M&CC to accept the bid of Hoyman Painting, a division of Glass Service of Cumberland, Inc, for the Repaint Primary Clarifier Equipment Project (21-18-WWTP) in the estimated unit price of \$116,728.00. Three other bids were received - Ruby's Industrial Supply in the amount of \$141,475; Ease Painting in the amount of \$250,978; and Alpha Painting in the amount of \$248,000. This work will include the painting of the four existing clarifier equipment at four locations within the WWTP. The contract time set for this project is 90 calendar days after written notice to proceed.

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

\$116,728

**Source of Funding (if applicable)**

Bond

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

ORDER NO. \_\_\_\_\_

DATE: August 7, 2018

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

THAT the bid of Hoyman Painting, a division of Glass Service of Cumberland, Inc., 813 Lafayette Avenue, Cumberland, MD 21502 for the "Repaint Primary Clarifier Equipment Project" (21-18-WWTP) be and is hereby accepted in the estimated unit price of One Hundred Sixteen, Seven Hundred Twenty-eight Dollars and No Cents (\$116,728.00);

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

\_\_\_\_\_  
**Brian K. Grim, Mayor**

Bids:

<b>Company</b>	<b>Unit Cost</b>
Hoyman Painting	\$116,728
Ruby's Industrial	\$397,755
Ease Painting	\$250,978
Alpha Painting	\$248,000

Funding: Bond

**BID OR PROPOSAL**

Proposal by Hoyman Painting a division of Glass Service of Cumberland, Inc.  
Name

813 LaFayette Ave.  
Address (Street and/or P.O. Box)

Cumberland, MD  
City State

21502  
Zip

(301) 724-3434 (301) 724-5912  
A.C. Phone No. A.C. Fax No.

To furnish all materials and to perform all work in accordance with the Plans and Specifications relating to a contract for:

**REPAINT PRIMARY CLARIFIER EQUIPMENT  
CITY PROJECT NO. 21-18-WWTP**

as set forth in the Description which is a part of the Contract documents, on which proposals will be received until, but not after 2:00 p.m., Local Time, on 7/3/2018, as set forth in the Invitation for Bids herewith.

\*\*\*\*\*

To the Mayor and City Council  
City of Cumberland  
Maryland

Gentlemen:

In accordance with the advertisement of the City of Cumberland, inviting proposals for the work hereinbefore named, and in accordance with the plans and specifications now on file in the City Engineering Department do/does certify that Hoyman Painting a div. of Glass Service is/are the only person or persons interested in this proposal as principals; that the proposal is made without collusion with any persons, firm or corporation; that an examination has been made of the specifications and contract form contained herein, also of the plans and of the site of the work and Hoyman Painting a div. of Glass Service of Cumberland do/does propose to furnish all necessary machinery, equipment, material specified, labor and other means of construction in whatever manner and sequence required. It is understood that the quantities of work as shown on the "Bid Form" are to be performed complete at the indicated unit prices bid for each item.

**BID FORM**

ITEM NO.	ITEM	UNITS	UNIT PRICE	TOTAL COST
1	Repaint Primary Clarifier #2 Equipment	LS	\$14,117	\$14,117
2	Repaint Primary Clarifier #2 Concrete Effluent Channel	LS	\$27,168	\$27,168
3	Repaint Primary Clarifier #3 Equipment	LS	\$15,738	\$15,738
4	Repaint Primary Clarifier #3 Concrete Effluent Channel	LS	\$35,697	\$35,697
5	Repaint Thickener Station #1 Equipment	LS	\$12,004	\$12,004
6	Repaint Thickener Station #2 Equipment	LS	\$12,004	\$12,004
TOTAL				\$116,728

WRITTEN TOTAL: One hundred sixteen thousand seven hundred twenty eight  
dollars  $\frac{00}{100}$

- - Submit paint product information sheet for steel components to verify conformance with the specification (Materials Section 2.a.ii) with the bid package.

*Doris Hall* Vice President

*Robin Lynne Elkins*



It is further proposed:

To furnish a Performance Bond and Payment Bond in the full amount of the price in the award of Contract, as security for the full and satisfactory completion of the project as specified. For all bids exceeding \$100,000.00 in total cost.

To guarantee the performance of this work in a good workmanship manner, and to replace or repair any rejected work prior to final completion and acceptance.

Enclosed herewith is a certified check or bid bond in the amount of

5% of bid amount (\$5,836.40).

This is a Proposal Guarantee, which will be returned to the bidder if unsuccessful, and if successful, will be returned to him if the Form of Contract shall be executed within ten calendar days after the award of Contract; but if so awarded to this bidder, this check (or bond) is to be forfeited to the City of Cumberland, Maryland, if the Form of Contract is not executed within ten calendar days after the award.

Signed Eric R. Lovenjock Attorney-in-Fact  
Aegis Security Insurance Company  
P.O. Box 3153 Harrisburg, PA 17110

Dustin Hahn  
Hoyman Painting a division of  
Glass Service of Cumberland, Inc.



**AFFIDAVIT OF QUALIFICATION TO BID**

I hereby affirm that

1. I am the Vice President and the duly authorized  
(Title)

representative of the firm of Glass Service of Cumberland, Inc.  
(Name of Corporation)

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).
3. (State "none" or, as appropriate, list any conviction, pleas, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.)

None

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I acknowledge that this affidavit is to be furnished to such other agencies as are hereinafter set forth and, where appropriate, to the Board of Public Works and to the Attorney General under section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, any such agency may terminate any contract awarded and take any other appropriate section. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Dustin H. [Signature] VP  
(Signature)

7/11/18  
(Date)

Robin Lynne Elkins



**LOCAL PREFERENCE CERTIFICATION**

1. I am the Vice President of Hoyman Painting a div. of  
(Print / type position) (Print/type business name)  
Glass Service of Cumberland, Inc,  
hereinafter referred to as the "Business."

2. The Business maintains an active bona fide place of business at:

813 La Fayette Ave.  
(Street address)

Cumberland, MD 21502  
(City, state, zip code)

The said place of business is located within [check one]:

The City of Cumberland, Maryland

Allegany County, Maryland

3. I have made inquiry with the Maryland State Department of Assessments and Taxation. If the Business is required to register to do business with the State of Maryland, it is in good standing with the State of Maryland.

4. I hereby certify under the penalties of perjury that the contacts of the foregoing Local Preference Certification are true and correct.

DUSTIN HANKINSON  
Name (print or type)

7/11/18  
Date

  
Signature

NOTE: In order to receive a local preference, City residents' City of Cumberland and Allegany County real and personal property taxes must be paid current through the date of the submission of bids and County residents' Allegany County real and personal property taxes must be paid current through that date. Such taxes shall not be deemed to be current if they are unpaid, in whole or in part, as of the date interest begins to accrue on the unpaid balance thereof in accordance with Ann. Code of Md., art. Tax-Property, §§ 10-102 and 10-103.

### ADDENDUM RECEIPT VERIFICATION FORM

All addenda issued must be acknowledged, therefore before bids may be considered responsive, the City of Cumberland, Maryland must receive verification that all bids considered the contents of all Contract Documents and all Addenda issued, as applicable, for this project.

I do solemnly declare and affirm under the penalties of perjury that this bid was prepared by this firm, including all subcontractors and suppliers, with consideration of all the information contained in the as advertised Contract Documents and all Addenda issued, as applicable.

NO ADDENDA WERE ISSUED

ADDENDUM NO. 1 to 1

(Must be filled in by the bidder – if only one Addendum enter 1 in the blank space provided)

Date: 7/11/18

By: DUSTIN HANKINSON  
(print name of Authorized Representative)

Dustin Hankinson  
(signature of Authorized Representative)

**CONTRACT**

THIS CONTRACT, made this 7 day of July, in the year 2018, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, party of the first part, and Hoyman Painting a division of Glass Service of Cumberland, Inc.

A (Corporation) (Firm) (Individual) (Not Incorporated) under the laws of Maryland  
813 Lafayette Ave.  
Cumberland, MD 21502

(Address)

its, his, her or their heirs, executors, administrators, successors or assigns, party of the second part, hereinafter called the "Contractor."

WITNESSETH:

That the Contractor for and in consideration of One hundred sixteen thousand Seven hundred twenty-eight dollars (\$116,728.00) and agreed to by the City, hereby covenants and agrees to furnish all labor, equipment, and material in the improvement of

**Repaint Primary Clarifier Equipment  
City Project No. 21-18-WWTP**

all as required by the Plans and Specifications prepared by and for the City, which documents are agreed to by both parties to this Contract as being part of the Contract.

The Contractor agrees that this work shall be in strict conformity with plans and specifications, subject to inspections and approval of the Engineer or his duly authorized representative; and that if any material or procedure of labor or product of labor shall be rejected by the Engineer (see Definitions), this material shall be replaced with acceptable material, the procedure shall be corrected, and the labor and its product shall be done over, all in an acceptable manner, all at the expense of the Contractor and without undue delay.

The Contractor further covenants and agrees that the work shall be satisfactorily completed in **Ninety (90) Calendar Days** after the **written notice to proceed**. Failure to meet the schedule will be grounds for the City of Cumberland to assess Liquidated Damages of Two Hundred Dollars (\$200) per day for each consecutive Calendar Day beyond the completion date specified herein.

It is further agreed that the contractor's acceptance of the final payment shall be considered as a release in full of all claims against the City or its employees, arising out of, or by reason of the work done or materials furnished under this contract

# CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF ENGINEERING

---

## REPAINT PRIMARY CLARIFIER EQUIPMENT

---

ADDENDUM NO. 1

**MAYOR**  
BRIAN K. GRIM

***PROJECT NUMBERS***

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

CITY PROJECT NO. 21-18-WWTP

**CITY ADMINISTRATOR**  
JEFFREY D. RHODES

**CITY ENGINEER**  
JOHN J. DIFONZO, P.E.



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 [www.cumberlandmd.gov](http://www.cumberlandmd.gov)  
VOICE (301)759-6600 • FAX (301)759-6608 • TDD (800)735-2258

PROJECT NUMBERS  
CITY PROJECT NO. 21-18-WWTP  
**ADDENDUM NO. 1**

The purpose of this Addendum is to provide the following:

1. CHANGE BID DUE DATE TO JULY 11, 2018 @ 2:00 PM
2. Supply bidders with Construction Bidding/Reference drawings
3. Answer Questions asked at Pre Bid Meeting
4. Attached is the Pre- Bid Minutes
5. Attached Pre- Bid Meeting Sign In Sheet

All information contained in this addendum, and all forms, and documents attached hereto shall be incorporated into and become apart or the contract documents.

If any of the above documents are missing from your addendum please notify us at once. Questions about this Addendum should be directed to Kim Root at 301-759-6600.

**The Bid Submission has been changed to July 11, 2018.**

**A complete copy of this addendum must be attached with each copy of the bid package that you submit. Failure to do this may be grounds for the bid to be declared non-responsive.**

**Please acknowledge receipt of this Addendum by completing the form on page 2 and returning it as directed on the form.**

PROJECT NUMBERS  
CITY PROJECT NO. 21-18-WWTP  
**ADDENDUM NO. 1**

**ADDENDUM NO. 1**  
**ACKNOWLEDGEMENT FORM**

**Please acknowledge receipt of this Addendum by signing below and emailing a copy of this to the City of Cumberland Engineering Division, kim.root@cumberlandmd.gov. Failure to complete and return this form as directed may be grounds for your bid to be declared non-responsive.**

---

EMAIL TO: City of Cumberland  
Engineering Department  
kim.root@cumberlandmd.gov

We acknowledge receipt of this addendum and understand that bids will be opened on July 11, 218.

---

Name of Contractor

---

Signed

## MEETING SIGN-IN SHEET

**Project:** Repaint Primary Clarifier Equipment

**Meeting Date:** 6/28/2018 10:30AM

**Facilitator:** City of Cumberland

**Place/Room:** Eng. Dept. Conf. Room

Name/Title	Company	Phone	Fax	E-Mail
Andy Ruby	Marshall Ruby & Sons	301-689-9238		andyrubyric@comcast.net
Dustin Hankinson	Hoyman Painting (Glass Service of Cumberland)	301-777-7928		dustin@glassservicecumberland.com
Tom Koussisis	Alpha Painting	646-235-6708		tkoussisis@alphapainting.net
Jose Carrera	Ease Painting	410-215-4340		jcarrera@easecorporate.com
Brenda Ruby	Ruby's Industrial Contracting Inc.	301-689-1990		bjruby@comcast.net







# Protective & Marine Coatings

# TARGUARD® COAL TAR EPOXY

PART A  
PART A  
PART B

B69B60  
B69R60  
B69V60

BLACK  
RED  
HARDENER

Revised: May 1, 2018

## PRODUCT INFORMATION

4.72

### PRODUCT DESCRIPTION

TARGUARD COAL TAR EPOXY is a high build, polyamide epoxy coal tar coating.

Meets the following specifications:

- Corps of Engineers Formula C-200a
- SSPC Paint 16 Specification
- AWWA C-210, Non-Potable Water Applications

### PRODUCT CHARACTERISTICS

<b>Finish:</b>	Semi-Gloss
<b>Color:</b>	Black, Red
<b>Volume Solids:</b>	74% ± 2%, mixed
<b>Weight Solids:</b>	82% ± 2%, mixed
<b>VOC (calculated):</b>	Unreduced: <250 g/L; 2.08 lb/gal mixed Reduced 10%: <300 g/L; 2.5 lb/gal
<b>Mix Ratio:</b>	2 component, premeasured 4:1 5 gallons mixed

#### Recommended Spreading Rate per coat:

	Minimum	Maximum
<b>Wet mils (microns)</b>	<b>11.0 (275)</b>	<b>22.0 (550)</b>
<b>Dry mils (microns)</b>	<b>8.0* (200)</b>	<b>16.0* (400)</b>
<b>~Coverage sq ft/gal (m<sup>2</sup>/L)</b>	<b>74 (1.8)</b>	<b>148 (3.6)</b>
<b>Theoretical coverage sq ft/gal (m<sup>2</sup>/L) @ 1 mil / 25 microns dft</b>	<b>1184 (29)</b>	

\*See Performance Tips section

*NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.*

#### Drying Schedule @ 11.0 mils wet (275 microns):

	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
<b>To touch:</b>	14 hours	8-10 hours	2 hours
<b>To recoat:</b>			
<b>minimum:</b>	48 hours	18 hours	5 hours
<b>maximum:</b>	72 hours	72 hours	12 hours
<b>To cure:</b>	7 days	3-4 days	2 days
<i>If maximum recoat time is exceeded, abrade surface before recoating.</i>			
<i>Drying time is temperature, humidity, and film thickness dependent.</i>			
<b>Pot Life:</b>	2.5 hours	2 hours	1 hour
<b>Sweat-in-time:</b>	15 minutes	10 minutes	none

<b>Shelf Life:</b>	Part A: 8 months, unopened Part B: 36 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C).
<b>Flash Point:</b>	82°F (28°C), PMCC, mixed
<b>Reducer/Clean Up:</b>	Xylene, R2K4
<b>In California:</b>	Reducer R7K111 or Oxsol 100

### RECOMMENDED USES

For use over prepared substrates such as steel and concrete in industrial environments.

- Penstocks
- Dam gates
- Petroleum storage tanks
- Heavy duty structural coating
- Non-potable water tank and pipe coating
- Acceptable for use with cathodic protection systems
- Liner for clarifiers
- Marine applications
- Offshore drilling rigs

### PERFORMANCE CHARACTERISTICS

**Substrate\*:** Steel

**Surface Preparation\*:** SSPC-SP6/NACE 3

**System Tested\*:**

1 ct. TarGuard Coal Tar Epoxy @ 10.0 mils (250 microns) dft  
\*unless otherwise noted below

Test Name	Test Method	Results
<b>Abrasion Resistance</b>	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	137 mg loss
<b>Adhesion</b>	ASTM D4541	1000 psi
<b>Direct Impact Resistance</b>	ASTM D2794	36 in. lb.
<b>Dry Heat Resistance (quench test only)</b>	ASTM D2485	350°F (177°C)
<b>Moisture Condensation Resistance</b>	ASTM D4585, 100°F (38°C), 3000 hours	Excellent
<b>Pencil Hardness</b>	ASTM D3363	F
<b>Salt Fog Resistance</b>	ASTM B117, 3000 hours	Excellent
<b>Thermal Shock</b>	ASTM D2246, 100 cycles	Excellent
<b>Wet Heat Resistance</b>	Non-immersion	120°F (49°C)



**Protective  
&  
Marine  
Coatings**

**TARGUARD®  
COAL TAR EPOXY**

**PART A**      **B69B60**      **BLACK**  
**PART A**      **B69R60**      **RED**  
**PART B**      **B69V60**      **HARDENER**

Revised: May 1, 2018

**PRODUCT INFORMATION**

4.72

**RECOMMENDED SYSTEMS**

	Dry Film Thickness / ct.	
	Mils	(Microns)
<b>Concrete, atmospheric or immersion:</b>		
2 cts. TarGuard Coal Tar Epoxy	8.0-16.0	(200-400)
<b>Steel, atmospheric or immersion:</b>		
2 cts. TarGuard Coal Tar Epoxy	8.0-16.0	(200-400)
<b>Steel, atmospheric or immersion:</b>		
1 ct. Macropoxy 240	3.0-5.0	(75-125)
2 cts. TarGuard Coal Tar Epoxy	8.0-16.0	(200-400)
<b>Steel, zinc rich primer, atmospheric only:</b>		
1 ct. Zinc Clad II Plus	3.0	(75)
2 cts. TarGuard Coal Tar Epoxy	8.0-16.0	(200-400)
<b>Aluminum, atmospheric only:</b>		
2 cts. TarGuard Coal Tar Epoxy	8.0-16.0	(200-400)
<b>Galvanized Metal, atmospheric only:</b>		
2 cts. TarGuard Coal Tar Epoxy	8.0-16.0	(200-400)

The systems listed above are representative of the product's use, other systems may be appropriate.

**SURFACE PREPARATION**

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

<b>Iron &amp; Steel:</b>	
Atmospheric:	SSPC-SP6/NACE 3, 2 mil (50 micron) profile
Immersion:	SSPC-SP10/NACE 2, 3 mil (75 micron) profile
<b>Aluminum:</b>	Brush Blast, 2 mil (50 micron) profile
<b>Galvanizing:</b>	Brush Blast, 2 mil (50 micron) profile
<b>Concrete &amp; Masonry:</b>	
Atmospheric:	SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3
Immersion:	SSPC-SP13/NACE 6-4.3.1 or 4.3.2, or ICRI No. 310.2R, CSP 1-3

**Surface Preparation Standards**

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	D St 3	D St 3	SP 3	-

**TINTING**

Do not tint.

**APPLICATION CONDITIONS**

Temperature:	50°F (10°C) minimum, 100°F (38°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point
Relative humidity:	90% maximum

Refer to product Application Bulletin for detailed application information.

**ORDERING INFORMATION**

<b>Packaging:</b>	5 gallons (18.9L) mixed
<b>Part A:</b>	4 gallons (15.1L) in a 5 gallon (18.9L) container
<b>Part B:</b>	1 gallon (3.78L)
<b>Weight:</b>	10.7 ± 0.2 lb/gal ; 1.3 Kg/L, mixed

**SAFETY PRECAUTIONS**

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

**DISCLAIMER**

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

**WARRANTY**

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



**Mayor and City Council of Cumberland, Maryland  
57 N. Liberty Street  
Cumberland, MD 21502**

PROJECT INFORMATION				BID OPENING			
Project Title:	Repaint Primary Clarifier Equipment			Date and Time:	July 11, 2018 @ 2:30PM		
Project Description:	Repainting of four existng clarifier equipemt at four locations with in the WWTP			Location:	Council Chambers, City Hall, Cumberland, MD 21502		
City Project	21-18-WWTP						
State Contract	N/A						
FAP No.:	N/A						
DCD No.:	N/A						

BID TABULATION				Hoyman Painting		Ruby's Industrial		Ease Painting		Alpha Painting	
	DESCRIPTION OF ITEM	UNITS	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Item 1	Repaint PC #2 Equip	EACH	1	\$14,117.00	\$14,117.00	\$24,000.00	\$24,000.00	\$48,226.00	\$48,226.00	\$55,000.00	\$55,000.00
Item 2	Repaint PC #2 Conc Eff Channel	EACH	1	\$27,168.00	\$27,168.00	\$26,000.00	\$26,000.00	\$35,682.00	\$35,682.00	\$38,000.00	\$38,000.00
Item 3	Repaint PC #3 Equip	EACH	1	\$15,738.00	\$15,738.00	\$27,000.00	\$27,000.00	\$48,226.00	\$48,226.00	\$55,000.00	\$55,000.00
Item 4	Repaint PC #3 Conc Eff Channel	EACH	1	\$35,697.00	\$35,697.00	\$284,755.00	\$284,755.00	\$35,682.00	\$35,682.00	\$38,000.00	\$38,000.00
Item 5	Repaint TH Station #1 Equip	EACH	1	\$12,004.00	\$12,004.00	\$18,000.00	\$18,000.00	\$41,581.00	\$41,581.00	\$31,000.00	\$31,000.00
Item 6	Repaint TH Station #2 Equip	EACH	1	\$12,004.00	\$12,004.00	\$18,000.00	\$18,000.00	\$41,581.00	\$41,581.00	\$31,000.00	\$31,000.00
					\$116,728.00		\$397,755.00		\$250,978.00		\$248,000.00

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

*Robert Smith*

7/26/18

Robert Smith  
Senior Engineer

Date

**BIDDERS' ADDRESSES**

Hoyman Painting	Ruby's Industrial	Ease Painting	Alpha Painting
813 Lafayette Ave Cumberland, MD 21502	12224 Upper Georges Creek RD Frostburg, MD 21532	152 West Lafayette St Baltimore, MD 21217	6800 Quad Ave Baltimore, MD 21237



Regular Council Agenda  
August 7, 2018

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**Description**

Order authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$19,583 to assist with security at FCRC during supervised visitation and exchange

**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: August 7, 2018

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

**THAT**, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding by and between the Cumberland Police Department and the Family Crisis Resource Center, Inc. (FCRC) pertaining to the provision of security for supervised visitation and exchange for the period July 1, 2018 through June 30, 2019; and

**BE IT FURTHER ORDERED**, that FCRC agrees to reimburse the City of Cumberland for services rendered in the amount not to exceed Nineteen Thousand, Five Hundred Eighty-three Dollars and No Cents (\$19,583).

---

**Brian K. Grim, Mayor**

**MEMORANDUM OF UNDERSTANDING**

between

**FAMILY CRISIS RESOURCE CENTER, INC.**

146 Bedford Street  
Cumberland, Maryland 21502

and

**CUMBERLAND CITY POLICE**

20 Bedford Street  
Cumberland, Maryland 21502

Through grant monies made available from Allegany County Circuit Court Family Services and Maryland's Administrative Office of the Court, Department of Juvenile and Family Services (Special Projects Grant #G19SP1825I), the **Family Crisis Resource Center, Inc. (FCRC)** agrees to pay the **Cumberland City Police** to provide security for supervised visitation and exchange. The grant award period is July 1, 2018 through June 30, 2019. This is a cost-reimbursement contract that provides for payment to the vender of an agreed fixed amount as follows:

1. Overtime hours not to exceed \$19,583

**Cumberland City Police** agrees to provide the following law enforcement services:

1. Security during supervised visits and exchanges for FCRC's Allegany Safe Haven program.

As a sub-contractor, **Cumberland City Police** agrees to submit reports and invoices (including overtime vouchers and receipts) for the above stated services on a monthly basis. Deadlines for the monthly reports and invoices are the 5<sup>th</sup> of the following month. For example, the invoice for law enforcement services for December needs to be submitted to **FCRC** by January 5<sup>th</sup>.

**FCRC** agrees to remit reimbursement on a monthly basis after the above services are rendered and related reports/invoices are submitted, based on actual costs, not to exceed the above budgeted amount of \$19,583.

**The activities of this agreement must be completed by June 30, 2019**

\_\_\_\_\_  
Chief Charles Hinnant                      Date  
Cumberland City Police

\_\_\_\_\_  
Sarah L. Kaiser, MS                      Date  
Executive Director  
Family Crisis Resource Center, Inc.



Regular Council Agenda  
August 7, 2018

---

**Description**

Order approving the sole source Design and Install Contract with S&S Electric for the Cavanaugh Ball Field Lighting Project (02-18-RE) for the estimated cost of \$49,720

**Approval, Acceptance / Recommendation**

It is the Engineering Division's recommendation that the M&CC approve the Sole Source Design Install Contract with S&S Electric in the estimated cost of \$49,720.00. This will be for City Project 02-18-RE Cavanaugh Ball Field Lighting. This project will be for the total electrical design and install of the MUSCO lighting system that will be provided to the contractor.

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

\$49,720

**Source of Funding (if applicable)**

CDBG/ Bowers Fund /GOB 2013 Bond

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

ORDER NO. \_\_\_\_\_

DATE: August 7, 2018

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

**THAT**, the sole source award to S&S Electric, Inc., 2252 Frankfort Highway, Ridgeley, WV, 26753 for the Cavanaugh Ball Field Lighting Project (02-18-RE) to provide electrical design and installation of the MUSCO lighting system is hereby approved in the estimated cost of Forty-nine Thousand, Seven Hundred Twenty Dollars and No Cents (\$49,720.00).

---

**Brian K. Grim, Mayor**

Funding: CDBG /Bowers Fund/ GOB 2013 Bond



July 16, 2018  
Mrs. Kim Root  
Contract Labor Compliance Specialist  
City of Cumberland

**Subject: Sports Lighting System Installation at Cavanaugh Field**

Dear Mrs. Root,

We at S&S Electric, Inc. are pleased to submit a quote to you for the electrical portion of the above stated project. Our price is derived from correspondence with MUSCO, yourself, as well as small site visit. We will provide the following:

1. Strip existing light pole fixtures
2. Remove existing wooden poles (cut flush with ground)
3. Demolish existing medium voltage cabling (cut below ground and cover up)
4. Dispose of all demolished items (removed from site)
5. Provide new 400 amp single phase 120/240 volt electrical service
6. Provide new 400 amp meter
7. Provide new 400 amp fused disconnect (fused at 225 amps)
8. Electrical grounding
9. Third party electrical service inspection (third party)
10. Provide crane truck to offload MUSCO lighting system
11. Drill (4) new holes for pole light foundations
12. Install (4) concrete light pole foundations
13. Grout around new pole foundations and backfill
14. Assemble and set new light poles
15. Install new underground conduits/cabling to light poles
16. Install new MUSCO lighting control panel
17. Hardware/fasteners for our scope of work
18. Cable terminations/labeling
19. 1 year warranty on all installed items
20. Assist MUSCO with factory aiming

**Our price to you: \$49,720.00**

Our price does not include the following:

- Bond (add 2% to value above if needed)
- Painting
- MUSCO Lighting system (we will install)

We hope this proposal meets with your approval. Please call with any questions or concerns.

Sen Strietbeck VP

2252 Frankfort Hwy • Ridgeley, WV 26753 • 304-738-9406 • Fax 304-738-3251  
website: [www.sselectricwv.com](http://www.sselectricwv.com)



Kim Root &lt;kim.root@cumberlandmd.gov&gt;

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**Re: Sole Source Approval Request**

1 message

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**Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>  
To: Kim Root <kim.root@cumberlandmd.gov>  
Cc: Robert Smith <robert.smith@cumberlandmd.gov>

Mon, Jul 16, 2018 at 3:58 PM

Approved

**Jeffrey D. Rhodes, ICMA-CM****City Administrator**  
City of Cumberland, Maryland  
301-759-6424Email: [jeff.rhodes@cumberlandmd.gov](mailto:jeff.rhodes@cumberlandmd.gov)  
Website: [www.cumberlandmd.gov](http://www.cumberlandmd.gov)

On Mon, Jul 16, 2018 at 3:08 PM, Kim Root <[kim.root@cumberlandmd.gov](mailto:kim.root@cumberlandmd.gov)> wrote:

Jeff,

Currently Bobby and I have been work on the Cavanaugh Ball Field Lighting Upgrades. The City is purchasing the lights off the State Contract.

Sean Strietbeck from S&S Electric has met us on site 2 times to go over what is needed for the install. We met again this AM with Sean and Susan from Potomac Edison and discussed the best and most feasible way to install and wire the lights. Sean has a great concept of the project and the required installation process. S&S did the install of the lights at Mason Rec and the work was perfect. S&S is the only local contractor who can complete the project start to finish with their own equipment to avoid project delays. S&S has been very helpful in the process and has already worked on pricing for the project. It would be wise to award them the Design Install to expedite the project and get moving with the new lights in the nice weather and non playing time on the field. If you need any other information please let me know. The cost given to the City by S&S Electric is estimated at \$49,720.00

--

**Kim Root****Contract Labor Compliance Specialist**

City of Cumberland, MD

W: (301) 759-6600 | F:(301) 759-6608

**57 N. Liberty Street, Cumberland, MD 21502****Cumberland**  
*Maryland*



Regular Council Agenda  
August 7, 2018

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**Description**

Order authorizing the purchase of a Light Structure System with Total Light Control for Cavanaugh Ball Field from MUSCO Sports Lighting, LLC, through the NJPA (National Joint Powers Alliance) State Bid Contract for \$104,920

**Approval, Acceptance / Recommendation**

The Engineering Department recommends the purchase of the MUSCO Lighting System for Cavanaugh Ball Field through the NJPA (National Joint Powers Alliance) State Bid Contract. The cost for the purchase is \$104,920.00. This includes 4 light heads with prefab concrete bases with poles. This lighting system is an LED system that comes with an internet based management. The system has a 25-year 100% covered maintenance cost warranty.

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

\$104,920

**Source of Funding (if applicable)**

CDBG / Bowers Fund / GOB 2013 Bond

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

ORDER NO. \_\_\_\_\_

DATE: August 7, 2018

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

THAT the quote of MUSCO Sports Lighting, LLC, 26 North Luzerne Avenue, Baltimore, MD, 21224 for the purchase of a Light Structure System with Total Light Control for Cavanaugh Ball Field be and is hereby accepted in the estimated cost of One Hundred Four Thousand, Nine Hundred Twenty Dollars and No Cents (\$104,920.00).

**BE IT FURTHER ORDERED**, that this equipment shall be purchased through the National Joint Power Alliance (NJPA) cooperative purchasing program, as authorized by Section 2-171 (b) (3) of the Code of the City of Cumberland.

---

**Brian K. Grim, Mayor**

Funding: CDBG / Bowers Fund / GOB 2013 Bond

## Quote

Date: June 8, 2018  
To: Kim Root

Project: Cavanaugh Field  
Cumberland, MD  
Ref: 191174

**NATIONAL JOINT POWERS ALLIANCE - NJPA**  
Master Project: 170558, Contract Number: 082114-msl, Expiration: 09/16/2018  
Category: Facility & MRO, Sub-Category: Athletic Field / Court and Parking Lot Lighting Systems

### Quotation Price – Materials Only Delivered to Job Site

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**Softball Field.....\$ 104,920.00**

*Sales tax, bonding, labor, and unloading of the equipment are not included.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

### Light-Structure System with Total Light Control – TLC for LED™ technology

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#### Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandle infield and 30 footcandle outfield

#### System Description

- (4) Pre-cast concrete bases with integrated lightning grounding
- (4) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (4) Factory wired poletop luminaire assemblies
- (20) Factory aimed and assembled luminaires, including BallTracker™ luminaires
- UL Listed as a complete system

#### Control Systems and Services

- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support

#### Operation and Warranty Services

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

### Payment Terms

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Payment of 25% of the contract price is required with order. The contract balance is due no later than 30 days after invoice date. Late payment will be subject to service charges of 1½ % per month (18% APR).

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Ryan Tighe  
Fax: 800-374-6402  
Email: musco.contracts@musco.com

**All purchase orders should note the following:  
National Joint Powers Alliance-NJPA purchase – Contract Number: 082114-MSL**



### ***Delivery Timing***

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6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### ***Notes***

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Quote is based on:

- Shipment of entire project together to one location
- 240 Volt, Single Phase electrical system requirement.
- Structural code and wind speed = 2015 IBC, 115 MPH, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost
- Confirmation of pole locations prior to production

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Stephen Baker  
Sales Representative  
Musco Sports Lighting, LLC  
Phone: 410-490-4345  
E-mail: [Stephen.baker@musco.com](mailto:Stephen.baker@musco.com)



Regular Council Agenda  
August 7, 2018

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**Description**

Order authorizing the Chief of Police to accept a Community Grant Program Fund (CGPF) grant entitled "2019 Community Program" in the amount of \$15,720 for police overtime to conduct neighborhood foot and bike patrols and attend community events, and for the purchase of promotional items for distribution at community events

**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: August 7, 2018

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

THAT the Chief of Police be and is hereby authorized to accept a Community Grant Program Fund (CGPF) grant entitled "2019 Community Program" for FY19 in the amount of Fifteen Thousand, Seven Hundred Twenty Dollars and No Cents (\$15,720.00) for the period 7/1/18 – 6/30/19 to provide police overtime support for conducting neighborhood foot and bike patrols and attending community events, and for the purchase of promotional items for distribution during community events .

---

**Brian K. Grim, Mayor**

Grant: CGPF-2019-0001



# GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT  
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS  
CHILDREN • DEAF & HARD OF HEARING

July 27, 2018

Chief Charles H Hinnant  
Chief of Police  
Cumberland Police Department  
20 Bedford Street  
Cumberland, MD 21502

RE: CGPF-2019-0001

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**2019 Community Program**", in the amount of \$15,720.00 has received approval under the Community Grant Program Fund program. Enclosed is the Grant Award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's, 2019 Community Program helps reduce existing gaps in services and foster collaboration and cooperation among partner agencies and stakeholders in Allegany County. The program will provide funding for officers to attend community events and conduct neighborhood foot and bike patrols. The program will also purchase promotional items to be distributed during community events. Program funds provide personnel and other services.

Please pay particular attention to the instructions included on the Grant Award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov). The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Grant Award, must sign the original Grant Award Acceptance form and upload it in the Grants Management System within **Twenty-One (21) Calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the Grant Award, Notification of Project Commencement, and Individual Project Reports has also been sent to the Project Director. The Project Director is responsible for completing these and other required forms now and at the end of each reporting period. If the Project Director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the Grant Award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this Grant Award, please contact **Adams, Jacqueline**, your Regional Monitor, or **Childers, Karlyssa**, Fiscal Specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our State.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.  
Executive Director

cc: Lieutenant Chuck Ternent



7/27/2018

Governor's Office of Crime Control and Prevention



Control Number:

35672

Regional Monitor:

Adams, Jacqueline

Fiscal Specialist:

Childers, Karlyssa

# Grant Award & Acceptance Form

<b>Grant Award Number:</b>	<b>CGPF-2019-0001</b>	
<b>Sub-recipient:</b>	Cumberland Police Department	
<b>Project Title:</b>	2019 Community Program	
<b>Implementing Agency:</b>	Cumberland Police Department	
<b>Award Period:</b>	<b>07/01/2018 - 06/30/2019</b>	CFDA: State

Funding Summary	Grant Funds	100.0 %	<b>\$15,720.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$15,720.00</b>

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

**Community Grant Program Fund**

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

**FOR THE STATE OF MARYLAND:**



\_\_\_\_\_  
**Executive Director**

**Governor's Office of Crime Control and Prevention**

**SUB-RECIPIENT ACCEPTANCE:**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Typed Name And Title

\_\_\_\_\_  
Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



### Budget Notice

<b>Grant Award Number:</b>	<b>CGPF-2019-0001</b>	
<b>Sub-recipient:</b>	Cumberland Police Department	
<b>Project Title:</b>	2019 Community Program	
<b>Implementing Agency:</b>	Cumberland Police Department	
<b>Award Period:</b>	<b>07/01/2018 - 06/30/2019</b>	CFDA: State

Funding Summary	Grant Funds	100.0 %	<b>\$15,720.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$15,720.00</b>

#### Personnel

Description of Position	Salary Type	Funding	Total Budget
Community Events	Overtime	Grant Funds	\$4,000.00
Community Patrols	Overtime	Grant Funds	\$9,600.00
<b>Personnel Total:</b>			<b>\$13,600.00</b>

#### Other

Description	Funding	Quantity	Unit Cost	Total Budget
Kids Camp Program Supplies	Grant Funds	1	\$2,120.00	\$2,120.00
<b>Other Total:</b>				<b>\$2,120.00</b>

Approved:   
 \_\_\_\_\_  
 Governor's Office of Crime Control and Prevention Authorized Representative

**Effective Date: 7/27/2018**



Regular Council Agenda  
August 7, 2018

---

**Description**

Order authorizing the Chief of Police to accept a GOCCP Gun Violence Reduction grant entitled "Gun Violence Reduction Initiative" for FY19 in the amount of \$7,000 for overtime support to perform gun-related investigations and specialized gun interdiction patrols and to assist in execution of search warrants to proactively combat street-level violent crime

**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: August 7, 2018

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Gun Violence Reduction Grant entitled "Gun Violence Reduction Initiative" for FY19 in the amount of Seven Thousand Dollars and No Cents (\$7,000.00) for the period 7/1/18 – 6/30/19 to provide overtime support for gun related investigations and specialized gun interdiction patrols to assist in the execution of search warrants to proactively combat street-level violent crime.

---

**Brian K. Grim, Mayor**

Grant: GVRG-2019-0011



## GOVERNOR'S COORDINATING OFFICES

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CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS  
CHILDREN • DEAF & HARD OF HEARING

July 31, 2018

Chief Charles H Hinnant  
Chief of Police  
Cumberland Police Department  
20 Bedford Street  
Cumberland, MD 21502

RE: GVRG-2019-0011

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Gun Violence Reduction Initiative**", in the amount of \$7,000.00 has received approval under the STOP Gun Violence Reduction Grant - Cease Fire Council program. Enclosed is the Grant Award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

Cumberland Police Department's Gun Violence Reduction Grant program helps reduce existing gaps in services and foster collaboration and cooperation among partner agencies and stakeholders. The program provides gun related investigations and specialized gun interdiction patrols. Program funds provide personnel.

Please pay particular attention to the instructions included on the Grant Award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov). The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Grant Award, must sign the original Grant Award Acceptance form and upload it in the Grants Management System within **Twenty-One (21) Calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the Grant Award, Notification of Project Commencement, and Individual Project Reports has also been sent to the Project Director. The Project Director is responsible for completing these and other required forms now and at the end of each reporting period. If the Project Director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the Grant Award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this Grant Award, please contact **Carpintieri, Angela**, your Regional Monitor, or **Quinn, Laura**, Fiscal Specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our State.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.  
Executive Director

cc: Lieutenant Chuck Ternent



7/31/2018

Governor's Office of Crime Control and Prevention



Control Number:

35702

Regional Monitor:

Carpintieri, Angela

Fiscal Specialist:

Quinn, Laura

# Grant Award & Acceptance Form

**Grant Award Number:** GVRG-2019-0011  
**Sub-recipient:** Cumberland Police Department  
**Project Title:** Gun Violence Reduction Initiative  
**Implementing Agency:** Cumberland Police Department  
**Award Period:** 07/01/2018 - 06/30/2019

CFDA: State

Funding Summary	Grant Funds	100.0 %	\$7,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$7,000.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

### STOP Gun Violence Reduction Grant - Cease Fire Council

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

### FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Control and Prevention

### SUB-RECIPIENT ACCEPTANCE:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Typed Name And Title

\_\_\_\_\_  
Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Governor's Office of Crime Control and Prevention

Regional Monitor:  
Fiscal Specialist:

Carpintieri, Angela  
Quinn, Laura

## Budget Notice

<b>Grant Award Number:</b>	<b>GVRG-2019-0011</b>	
<b>Sub-recipient:</b>	Cumberland Police Department	
<b>Project Title:</b>	Gun Violence Reduction Initiative	
<b>Implementing Agency:</b>	Cumberland Police Department	
<b>Award Period:</b>	<b>07/01/2018 - 06/30/2019</b>	CFDA: State

Funding Summary	Grant Funds	100.0 %	<b>\$7,000.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$7,000.00</b>

### Personnel

Description of Position	Salary Type	Funding	Total Budget
Law Enforcement	Overtime	Grant Funds	\$7,000.00

Personnel Total: \$7,000.00

Approved:   
 \_\_\_\_\_  
 Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/19/2018



Regular Council Agenda  
August 7, 2018

---

**Description**

Order authorizing execution of an Employee Assistance Program Service Agreement with the Western MD Health System Corp. to provide assistance services to City employees and employees' spouses and dependents for a 1- year term retroactive to July 1, 2018 at the cost of \$27.00/year per employee

**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: August 7, 2018

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

**THAT**, the Mayor be and is hereby authorized to execute an Employee Assistance Program Service Agreement by and between the Mayor and City Council of Cumberland and the Western MD Health System Corporation to provide assistance services to City of Cumberland employees, and employees' spouses and dependents, for a 1 (one) year term retroactive to July 1, 2018; and

**BE IT FURTHER ORDERED**, that pricing shall be based upon an anticipated employee volume of 260 employees at \$27.00 per employee per year with certain contingencies.

---

**Mayor Brian K. Grim**

## Employee Assistance Program Service Agreement

**THIS EMPLOYEE ASSISTANCE PROGRAM SERVICE AGREEMENT** (Agreement) is effective as July 1, 2018, by and between **Western Maryland Health System Corporation** a Maryland not-for-profit corporation (hereafter referred to as "WMHS"), and the Mayor and City Council of Cumberland (hereafter referred to as "City").

### RECITALS:

#### WHEREAS:

A. WMHS is a community-based health care delivery system with a specific Behavioral Health Service which provides an Employee Assistance Program within a general hospital setting. WMHS is fully accredited by the Joint Commission, and approved, accredited and fully compliant with COMAR and CMS regulations.

B. City is requesting the provision of an Employee Assistance Program (EAP) from an Independent Contractor, identified in this agreement as WMHS.

C. WMHS is willing to contract with City to provide EAP to City Employees and the employee's spouse and dependents on the terms and conditions contained herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

#### 1. **EAP SERVICE LINES OFFERED UNDER THE TERMS OF THIS CONTRACT:**

- 1.1 **24/7 Access to services:** WMHS agrees to provide a single access point for City employees, employee's spouse and dependents that is available 24/7. For this specific service, the direct contact line for services is **240-964-8585**. Routine or traditional service needs will be accommodated with an appointment within 1 business day. On weekends, holidays or other times such as late evening or night, urgent evaluations and appointments are covered through the 24/7 Crisis Counseling Services. All services regardless of time are accessed through the above single access point.
- 1.2 **Critical Incident Stress Debriefing (CISD):** WMHS agrees to provide CISD services, deployed to the specific department or area of need when requested or deemed appropriate by WMHS and/or City
- 1.3 **Management and Employee Training and Support:** WMHS agrees to provide up to 3 on-site training seminars and/or lunch and learn series of topics selected by the City. Additionally, Management consultation including supervisory support, supervisory referrals accepted from HR or managers and additional supervisory training is available as requested.

- 1.4 **Web based Work life, Wellness and Educational Component:** WMHS agrees to provide City employees access to 24/7, State of the Art Wellness Work life Website. The website provides educational information on 200+ topics and self-scoring tools, as well as legal, financial and Identity Theft Assistance.

- 1.5 **Crisis, Problem Solving and Counseling Component:** WMHS agrees to provide City employees, spouses and dependents in need of services with up to 6 face to face counseling sessions with a licensed mental health professional per Calendar year. Traditional, non-urgent counseling, coaching or consultation needs will be scheduled within 1 business day, excluding weekends or holidays. Urgent or emergent crisis services are available by phone and by face to face intervention 24/7. All services include Case Management, Follow-up and referrals as deemed appropriate.

## 2. **COMPENSATION, FEES AND BILLING**

- 2.1 **Pricing:** The contract constitutes a comprehensive EAP service with one standard price per employee per year. This contract is based upon City anticipated employee volume of 260 employees at \$27.00 per employee per year. This equals to \$2.25 charge per employee per month (PEPM). WMHS further agrees to maintain the pricing of this service for 1 year unless City increases the number of employees by 10%. City agrees to notify WMHS of any increase in employees and to increase the PEPY by a percentage equal to employee percentage once the increase equals or exceeds 10%.

**1 year guarantee with above stipulations and limitations – PEPM Price for comprehensive EAP services: \$2.25**

- 2.2 **Professional Liability Insurance** During the Term of this Agreement, WMHS shall be responsible for obtaining and maintaining professional liability insurance (including any applicable extended reporting endorsement ("tail insurance") upon termination of this Agreement) covering WMHS Counselors and Social Workers for all activities performed as an employee of WMHS in the provision of EAP services under this contract..

- 2.3 **Billing:** WMHS will invoice City on an annual basis for the appropriate charge of \$27.00 per year per employee, identified initially as 260 employees at the inception of this contract for annual invoice of \$7020.00. City shall pay invoices within 30 days of receipt. This Per Employee Per Month rate is guaranteed for a period of 1 (one) year as stipulated under the terms of item 2.1.

## 3. **TERM AND TERMINATION**

- 3.1 **Term** The term of this Agreement shall be for 1 (one) year, commencing as of the Effective Date beginning with the first (1<sup>st</sup>) day of July 2018. Pricing and deliverable services identified in this contract will remain unchanged during this duration with exception as stipulated in item 2.1.

3.2 **Termination** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. In such an event, WMHS agrees to work collaboratively with City to ensure a smooth transition to a new vendor and prevent disruption of services to City employees, spouses and dependents.

4. **CONFIDENTIALITY**

4.1 **General:** WMHS shall be the sole proprietor of all medical records generated in the course of treatment, and such records are subject to local, state and federal rules, regulations and laws regarding Confidentiality and the limits and exceptions to such. WMHS agrees to maintain full compliance with all local, state, federal and other accrediting organizations.

4.2 **Terms of Agreement.** Neither Party shall disclose the contents of this Agreement to any third party, except as may be reasonably required to obtain the services of that Party's professional advisors or as may be required by law. The Parties shall notify the professional advisors of the nondisclosure requirements of this Agreement.

5.0 **Legal Fees and Costs** In the event that a breach of this Agreement for which proper notice has given has not been cured, and in the additional event that the non-breaching party initiates legal action with regard thereto, the prevailing party will be entitled to recover such reasonable expenses, including without limitation, reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party shall be entitled.

6. **NOTICES** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and delivered when personally delivered to the party or delivered by courier or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance herewith:

If to WMHS:

Western Maryland Health System  
P.O. Box 539  
Cumberland, Maryland 21502  
Attention: Mr. Barry Ronan  
President/CEO

If to City:

Mayor and City Council of Cumberland  
57 N Liberty Street  
Cumberland, MD 21502  
Attn: Brian Grim, Mayor – City of Cumberland

6.1 **Governing Law** This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws of the State of Maryland.

6.2 **Entire Agreement** This Agreement, along with a separate Business Associate Agreement, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

6.3 **Severability** In the event any term or provision of this Agreement is rendered invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

6.4 **Waiver** No failure by a party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement on the dates set forth below effective as of the Effective Date.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Grim, Mayor – City of Cumberland  
57 North Liberty Street  
Cumberland, MD 21502

\_\_\_\_\_  
Date

\_\_\_\_\_  
CNE  
System

\_\_\_\_\_  
Nancy Adams, MBA, RN  
Senior Vice President, COO,  
Western Maryland Health  
12502 Willowbrook Road  
Cumberland, MD 21502



Regular Council Agenda  
August 7, 2018

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**Description**

Order authorizing the Chief of Police to accept a GOCCP Heroin Coordinator Grant for FY19 in the amount of \$56,066 for personnel to assist in developing and implementing strategies intended to reduce heroin overdoses and related crime and to facilitate the entering of heroin and opioid incident and case data into the HIDTA Case Explorer system

**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: August 7, 2018

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY19 entitled "Heroin Coordinator" in the amount of Fifty-six Thousand, Sixty-six Dollars and No Cents (\$56,066.00) for the period 07/01/18 through 06/30/19 for personnel and equipment to assist in developing and implementing strategies intended to reduce heroin related crime and to facilitate entering incident case data into the HIDTA Case Explorer System.

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**Brian K. Grim, Mayor**

Grant: MDSS-2019-0005



## GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT  
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS  
CHILDREN • DEAF & HARD OF HEARING

July 31, 2018

Chief Charles H Hinnant  
Chief of Police  
Cumberland Police Department  
20 Bedford Street  
Cumberland, MD 21502

RE: MDSS-2019-0005

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Heroin Coordinator**", in the amount of \$56,066.00 has received approval under the Maryland Safe Streets program. Enclosed is the Grant Award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Heroin Coordinator project provides support to facilitate the entering of heroin and opioid incident and case data into the HIDTA Case Explorer system. The Coordinator performs data extractions from cellular phones related to heroin and opioid incidents and cases in conjunction with the Washington Baltimore-HIDTA Office. Grant funds provide personnel.

Please pay particular attention to the instructions included on the Grant Award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov). The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Grant Award, must sign the original Grant Award Acceptance form and upload it in the Grants Management System within **Twenty-One (21) Calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the Grant Award, Notification of Project Commencement, and Individual Project Reports has also been sent to the Project Director. The Project Director is responsible for completing these and other required forms now and at the end of each reporting period. If the Project Director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the Grant Award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this Grant Award, please contact **Carpintieri, Angela**, your Regional Monitor, or **Quinn, Laura**, Fiscal Specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our State.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.  
Executive Director

cc: Mr. David A Goad



7/31/2018

Governor's Office of Crime Control and Prevention



Control Number:

35718

Regional Monitor:

Carpintieri, Angela

Fiscal Specialist:

Quinn, Laura

# Grant Award & Acceptance Form

<b>Grant Award Number:</b>	<b>MDSS-2019-0005</b>
<b>Sub-recipient:</b>	Cumberland Police Department
<b>Project Title:</b>	Heroin Coordinator
<b>Implementing Agency:</b>	Cumberland Police Department
<b>Award Period:</b>	<b>07/01/2018 - 06/30/2019</b>
	CFDA: State

Funding Summary	Grant Funds	100.0 %	<b>\$56,066.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$56,066.00</b>

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

**Maryland Safe Streets**

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

**FOR THE STATE OF MARYLAND:**



---

**Executive Director**

**Governor's Office of Crime Control and Prevention**

**SUB-RECIPIENT ACCEPTANCE:**

\_\_\_\_\_

Signature of Authorized Official

\_\_\_\_\_

Typed Name And Title

\_\_\_\_\_

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Regional Monitor:  
Fiscal Specialist:

Carpinteri, Angela  
Quinn, Laura

Governor's Office of Crime Control and Prevention

# Budget Notice

<b>Grant Award Number:</b>	<b>MDSS-2019-0005</b>
<b>Sub-recipient:</b>	Cumberland Police Department
<b>Project Title:</b>	Heroin Coordinator
<b>Implementing Agency:</b>	Cumberland Police Department
<b>Award Period:</b>	<b>07/01/2018 - 06/30/2019</b>
	CFDA: State

Funding Summary	Grant Funds	100.0 %	<b>\$56,066.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$56,066.00</b>

### Personnel

Description of Position	Salary Type	Funding	Total Budget
Heroin Coordinator - Mike Malloy	Fringe	Grant Funds	\$4,066.00
Heroin Coordinator - Mike Malloy	Salary	Grant Funds	\$52,000.00

Personnel Total: \$56,066.00

Approved:   
 \_\_\_\_\_  
 Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/24/2018



Regular Council Agenda  
August 7, 2018

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**Description**

Authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to conduct six drug interdiction events between now and June 1, 2019 in an attempt to reduce the illicit supply of opioids in Cumberland. \$10,000 in police overtime money has been appropriated by the Allegany County Health Department for this initiative.

**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: August 7, 2018

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department to receive grant monies from the Maryland Department of Health, Opioid Operational Command Center in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), to conduct six (6) drug interdiction events by June 1, 2019 with the goal of reducing the illicit supply of opioids in Allegany County.

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**Brian K. Grim, Mayor**

Grant Award No. F511N, FY19



# Allegany County Health Department

*"Promoting Health and Preventing Disease"*



Jenelle Mayer, M.P.H., Health Officer  
12501-12503 Willowbrook Road, SE  
P.O. Box 1745  
Cumberland, MD 21501-1745

301-759-5000 Phone  
1-866-909-9629 Toll Free  
301-777-5674 Fax  
[www.alleganyhealthdept.com](http://www.alleganyhealthdept.com)

July 31, 2018

Chief Charles Hinnant  
Cumberland City Police Department  
20 Bedford St.  
Cumberland, MD 21502

Dear Chief,

We are very excited for the opportunity to collaborate with you again in FY'19 on Opioid Intervention Team Grant. We are grateful to have funds to support conducting drug interdictions in our community.

Please find enclosed two original Memorandums of Understanding for FY'19 for your review. If the MOU meets your approval, please sign both copies. Keep one copy for yourself and return the other to me at the following address:

Chris Delaney  
Allegany County Health Department  
PO Box 1745  
Cumberland, MD 21501-1745

I look forward to working with you to make this collaborative successful. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Chris Delaney".

Chris Delaney, Program Director  
Behavioral Health Prevention & Promotion

**MEMORANDUM OF UNDERSTANDING**

between

**ALLEGANY COUNTY HEALTH DEPARTMENT**

12501 Willowbrook Road SE  
Cumberland, MD 21502

and

**CUMBERLAND POLICE DEPARTMENT**

20 Bedford Street  
Cumberland, Maryland 21502

This agreement is funded through grant monies made available from the Maryland Department of Health, Opioid Operational Command Center, grant award number F511N, fiscal year 2019, award period July 1, 2018 to June 30, 2019. The Allegany County Health Department agrees to pay the **Cumberland Police Department** a total of **\$10,000.00** to conduct six drug interdiction events by June 1, 2019 with the goal of reducing the illicit supply of opioids in Allegany County. This is a cost-reimbursement contract.

**Cumberland Police Department** agrees to complete the following:

1. Conduct six drug interdiction events by June 1, 2018
2. Partner with the Allegany County Sheriff's Office and Maryland State Police on interdiction events, as appropriate
3. Use funding for officer overtime and interdiction supplies
4. Document the number of interdiction events completed, the number of opioid pills seized, and the amount of heroin seized

The **Cumberland Police Department** agrees to submit reports (attached) and invoices (including overtime vouchers, and receipts) for the above stated services on a quarterly basis. Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding (if applicable). Deadlines for quarterly reports and invoices are: October 10, 2018, January 10, 2019, April 10, 2019 and June 10, 2019.

**The activities of this agreement must be completed by June 1, 2019 and the final report must be completed by June 10, 2019.** The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered, and proper invoices with overtime vouchers are submitted.

\_\_\_\_\_  
Chief Charles H. Hinnant  
Cumberland Police Department

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Jenelle Mayer  
Health Officer  
Allegany County Health Department

Date: 7/13/18

The Cumberland Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Maryland Department of Health that is available upon request.

**Opioid Intervention Team FY19  
Quarterly Report – Law Enforcement**

<b>Reporting Period:</b>	
<b>Name of Agency:</b>	
<b>Contact Person:</b>	
<b>Phone:</b>	<b>Email:</b>

<b>Number of drug interdiction events completed during the reporting period:</b>
<b>Number of opioid pills seized at drug interdiction events:</b>
<b>Grams of heroin seized at drug interdiction events:</b>
<b>Describe drug interdiction events completed during the reporting period:</b>

<b>Expenditures this reporting period:</b>		
<b>Starting Budget: \$10,000.00</b>		
<b>Name of Officer</b>	<b>Number of hours worked</b>	<b>Amount**</b>
<b>Total:</b>		

**\*\*Copies of signed timesheets or overtime vouchers must be included with report**



Regular Council Agenda  
August 7, 2018

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**Description**

Order adopting a revised Extended Leave Donor Program to be effective August 7, 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: August 7, 2018

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

**THAT,** Order No. 24,914 be and is hereby rescinded; and

**BE IT FURTHER ORDERED,** that the revised and attached Extended Leave Donor Program be and is hereby adopted and effective this date.

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**Mayor Brian K. Grim**

## **EXTENDED LEAVE DONOR PROGRAM SUMMARY**

- An extended leave donor program has been established to assist employees who have exhausted all of their accrued leave. Parameters of this program are available under separate cover from the Department of Human Resources or the Public Folders of Outlook. Under this program:
- A full-time employee may donate accrued vacation or compensatory leave on an as-needed basis, to another full-time employee who meets the criteria.
- Any full-time employee who is eligible to accrue vacation or compensatory leave benefits and has completed 6/12 months of probationary status is eligible to receive benefits under the extended leave donor program.
- An eligible employee may use this benefit for the purpose of caring for their own illness, injury or disability or the illness, injury, or disability of his/her child, dependent, spouse, parent or parent-in-law.
- This benefit is limited to 480 Hours of donated time within 12 consecutive months.

# EXTENDED LEAVE DONOR PROGRAM

## PURPOSE:

To establish a program whereby a full-time City employee may donate accrued vacation or compensatory time leave directly to another full-time City employee who has exhausted all accrued leave and is facing an extended absence brought about by his/her illness, injury, or disability or that of a covered family member.

## DEFINITIONS:

- **Donor:** The employee who is donating leave.
- **Human Resources:** The Department of Human Resources, City of Cumberland
- **Recipient:** The employee who is to receive the donated leave.
- **Full-time City Employee:** Any City employee working thirty (30) or more hours per week who is eligible to accrue vacation or compensatory time benefits and has completed 6/12 months of probationary service, but may still be on a lengthened probationary status.
- **Working Days:** Those days which are specified as regular working days by the recipient's supervisor, with the exception of holidays as adopted by the City.

## Eligibility:

1. Full-time employees with at least 6/12 months of City of Cumberland service may receive donations.
2. The Recipient must exhaust **all** of his/her accumulated leave (i.e. sick, vacation, and compensatory) before becoming eligible to use donated leave time.
3. The Recipient may use this benefit only for:
  - His/her personal illness, injury, or disability.
  - Caring for the illness, injury, or disability of his/her child, dependent, spouse, parent or parent-in-law.
4. The Recipient cannot be employed in any other capacity during the covered period.
5. An employee is not eligible to receive leave donations for absences that are covered by Worker's Compensation due to a work-related injury or illness.
6. The Recipient may not accrue leave while participating in the Extended Leave Donor Program.
7. An eligible employee can receive and use **up to 480 hours of** donated time within a one-year period.

## **Donation:**

1. A full-time City employee with at least 6/12 months of City of Cumberland service may donate up to 50% of his/her accumulated vacation or compensatory time leave.
2. Donations are strictly voluntary.
3. Donated leave **will not** be returned to the donor.
4. An employee cannot donate leave once it has been determined that the employee is separating from City service.
5. For retirement purposes, donated leave hours will be considered “used” and will no longer be a factor in the Donor’s retirement benefit calculation.

## **Procedure:**

1. Requests for leave donations must be submitted in writing by the Recipient or by a representative acting on behalf of the Recipient. A Request for Leave Donation Form must be used. The form must be completed, signed by all required parties, and received by the Human Resources Officer **prior** to the date that the use of donated leave is requested to begin.
2. A written statement detailing the condition, diagnosis, prognosis, and the period of time the Recipient will be unable to work must be submitted with the Request for Leave Donation Form. A Medical Care Provider’s Statement Form must be used. The employee may be required to provide documentation for intermittent use of donated time.
3. Within five (5) working days following receipt of all required forms, the Human Resources Officer/City Administrator will determine whether the request meets the criteria, as stated in this policy. The Human Resources Officer may request additional information from the Recipient’s medical care provider or may require that the Recipient or family member be examined by a City appointed medical professional at the City’s expense. When such additional information is required, the Human Resources Officer’s decision may be delayed until after receipt and evaluation of that information.
4. The Recipient may appeal the decision of the Human Resources Officer to the City Administrator within five (5) working days after receiving notice of the Human Resources Officer’s decision. The City Administrator will render a decision of this appeal within five (5) working days after receipt of the appeal.
5. The decision of the City Administrator is final.
6. The Recipient will be notified in writing of the approval or denial of this request.
7. The Human Resource Department will post a notice requesting donations within the Recipient’s Department. Each donor must complete a Leave Donation Form and submit it to the Human Resource Department.
8. If the Recipient does not receive adequate donations within his/her own division/department/agency, then the request will be opened to all City employees.
9. The Human Resource Department will complete a Leave Donation Summary form accounting for all donated leave.
10. The Human Resource Department will transfer the donated leave to the Recipient and adjust the leave balance for each donor.

11. All payroll adjustments for time donated and time used will be done by the Human Resource Department.
12. In the event that all donated leave is not used, the leave will not be returned to the donors.
13. Recipients may request additional leave donations for the same extended illness, injury, or disability before or after a prior donation expires. The same forms and processes are required.

Attachments:           Request for Leave Donation  
                              Medical Care Provider's Statement  
                              Leave Donation Form  
                              Leave Donation Summary









## **EXTENDED LEAVE DONOR PROGRAM SUMMARY**

An extended leave donor program has been established to assist employees who have exhausted all of their accrued leave. Parameters of this program are available under separate cover from the Department of Human Resources or the Public Folders of Outlook. Under this program:

A full-time employee may donate accrued vacation or compensatory leave on an as-needed basis, to another full-time employee who meets the criteria.

- Any full-time employee who is eligible to accrue vacation or compensatory time leave benefits and has completed 6/12 months of probationary status is eligible to receive benefits under the Extended Leave Donor Program.
- An eligible employee may use this benefit for the purpose of caring for their own illness, injury or the illness, injury, or disability of his/her child, dependent, spouse, parent or parent-in-law.
- This benefit is limited to the use of 480 Hours of donated time within 12 consecutive months.

# EXTENDED LEAVE DONOR PROGRAM

## PURPOSE:

To establish a program whereby a full-time City employee may donate accrued vacation or compensatory time directly to another full-time City employee who has exhausted all accrued leave and is facing an extended absence brought about by his/her illness, injury, or disability or that of a covered family member.

## DEFINITIONS:

- **Donor:** The employee who is donating leave.
- **Human Resources:** The Department of Human Resources, City of Cumberland
- **Recipient:** The employee who is to receive the donated leave.
- **Full-time City Employee:** Any City employee working thirty (30) or more hours per week who is eligible to accrue vacation or compensatory time benefits and has completed 6/12 months of probationary service, but may still be on a lengthened probationary status.
- **Working Days:** Those days which are specified as regular working days by the recipient's supervisor, with the exception of holidays as adopted by the City.

## Eligibility:

1. Full-time employees with at least 6/12 months of City of Cumberland service may receive donations.
2. The Recipient must exhaust **all** of his/her accumulated leave, such as, but not limited to sick, vacation, and compensatory, before becoming eligible to use donated leave time.
3. The Recipient may use this benefit only for:
  - His/her personal illness, injury, or disability.
  - Caring for the illness, injury, or disability of his/her child, dependent, spouse, parent or parent-in-law.
4. The Recipient cannot be employed in any other capacity during the covered period.
5. An employee is not eligible to receive leave donations for absences that are covered by Worker's Compensation due to a work-related injury or illness.
6. The Recipient may not accrue leave while participating in the Extended Leave Donor Program.
7. An eligible employee can receive and use **up to 480 hours of donated time** within twelve (12) consecutive months.

## Donation:

1. A full-time City employee with at least 6/12 months of City of Cumberland service may donate up to 50% of his/her accumulated vacation or compensatory time leave. (
2. Donations are strictly voluntary.
3. Donated leave **will not** be returned to the donor.
4. An employee cannot donate leave once it has been determined that the employee is separating from City service.
5. For retirement purposes, donated leave hours will be considered “used” and will no longer be a factor in the Donor’s retirement benefit calculation.

### **Procedure:**

1. Requests for leave donations must be submitted in writing by the Recipient or by a representative acting on behalf of the Recipient. A Request for Leave Donation Form must be used. The form must be completed, signed by all required parties, and received by the Human Resources Officer **prior** to the date that the use of donated leave is requested to begin.
2. A written statement detailing the condition, diagnosis, prognosis, and the period of time the Recipient will be unable to work must be submitted with the Request for Leave Donation Form. A Medical Care Provider’s Statement Form must be used. **The employee may be required to provide documentation for intermittent use of donated time.**
3. Within five (5) working days following receipt of all required forms, the Human Resources Officer/City Administrator will determine whether the request meets the criteria, as stated in this policy. The Human Resources Officer may request additional information from the Recipient’s medical care provider or may require that the Recipient or family member be examined by a City appointed medical professional at the City’s expense. When such additional information is required, the Human Resources Officer’s decision may be delayed until after receipt and evaluation of that information.
4. The Recipient may appeal the decision of the Human Resources Officer to the City Administrator within five (5) working days after receiving notice of the Human Resources Officer’s decision. The City Administrator will render a decision of this appeal within five (5) working days after receipt of the appeal.
5. The decision of the City Administrator is final.
6. The recipient will be notified in writing of the approval or denial of this request.
7. The Human Resources Department will post a notice requesting donations within the Recipient’s Department. Each donor must complete a Leave Donation Form and submit it to the Human Resources Department.
8. If the Recipient does not receive adequate donations within his/her own division/department, then the request will be opened to all City employees.







Office Telephone Number: \_\_\_\_\_

HR Use Only Req No.: _____
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This form is for recordkeeping only-not to be part of the recipient's file.

HR Use Only  
Req No.: \_\_\_\_\_



Req. No.

\_\_\_\_\_

This Form is for recordkeeping only, and not to be a part of the employee's file.





Regular Council Agenda  
August 7, 2018

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**Description**

Order authorizing the City Administrator to execute FY19 Employment Agreements for part-time employees, which shall not exceed one (1) year from the date of execution

**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: August 7, 2018

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

**THAT,** the City Administrator be and is hereby authorized to execute all FY19 Employment Agreements for part-time employees of the City of Cumberland; and

**BE IT FURTHER ORDERED,** that the term of each agreement shall not exceed one (1) year from the date of execution.

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**Mayor Brian K. Grim**



Regular Council Agenda  
August 7, 2018

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**Description**

Order authorizing the execution of a Joint Use Agreement with the MD Department of Natural Resources and The Housing Authority of the City of Cumberland for the receipt of \$149,000 in Community Parks and Playground funding to be used for improvements to the play facility at the Jane Frazier Village

**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: August 7, 2018

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

THAT, the Mayor be and is hereby authorized to execute a Joint Use Agreement between the MD Department of Natural Resources, the Housing Authority of the City of Cumberland, Maryland, and the Mayor and City Council of Cumberland for the receipt of One Hundred Forty-Nine Thousand Dollars (\$149,000) in Community Parks and Playground Funding to be used for improvements to the play facility at the Jane Frazier Village, located at 635 East First Street.

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**Mayor Brian K. Grim**

**MARYLAND DEPARTMENT OF NATURAL RESOURCES  
COMMUNITY PARKS AND PLAYGROUNDS (CP&P) PROGRAM**

**JOINT-USE AGREEMENT**

THIS JOINT-USE AGREEMENT (this Agreement) is made this 23 day of July, 20 18, by and between:

- (a) Mayor and City Council of Cumberland  
(hereinafter, the Local Government)
- (b) The Housing Authority of the City of Cumberland, Maryland  
(hereinafter, the Third Party), and
- (c) The Department of Natural Resources, acting for and on behalf of the State of Maryland (hereinafter, the Department)

WHEREAS, the Local Government is applying Community Parks and Playgrounds funds appropriated by the Maryland General Assembly and administered by Program Open Space under Title 5, Subtitle 9 of the Natural Resources Article (2012 Replacement Volume, as amended) for recreational facilities on lands owned by the Third Party.

NOW, THEREFORE, the Local Government, the Third Party, and the Department agree as follows:

1. This Agreement applies to the facility described in the Community Parks and Playgrounds Application and Project Agreement # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_, set forth in Attachment A, which is hereby incorporated herein by reference (the Project).
2. Any additional agreements between the Local Government, the Third Party, and any other parties with respect to the Project are set forth in Attachment B, which is hereby incorporated herein by reference. In the event of a conflict between the terms of Attachment B and the terms of this Agreement, the terms of this Agreement shall prevail.
3. The Local Government shall operate and maintain, or have operated and maintained, the Project throughout its estimated life of 20 years from the date of Board of Public Works approval as set forth in Attachment A and associated documents.
  - a. The Project shall be maintained so as to appear attractive and inviting to the public.
  - b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local health standards.
  - c. The Project shall be kept reasonably safe for public use.
  - d. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
4. The Local Government and the Third Party shall ensure that:
  - a. The Project shall be open for public use at all reasonable hours and times of the year, according to the type of area and facility.
  - b. The Project shall be open to entry and use by all persons, regardless of race, color, religion, sex, age, handicap, marital status, sexual orientation, gender, or ancestry or national origin, and shall be operated in compliance with Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and its amendments, the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and Section 20-601 et. seq. (Discrimination in Employment) of the State Government Article of the Annotated Code of Maryland (2014 Repl. Vol. and 2016 Supp.).
  - c. The Project shall be retained and used for public outdoor recreation or open space purposes. The Project shall not be converted to any other use without the prior written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning. Said approval shall not be granted unless the Local Government and/or Third Party replace the Project with facilities of at least equivalent area and of at

least equivalent recreation or open space value. The monetary value of the replacement facility shall be equal to or greater than the original Community Parks and Playgrounds grant(s). The Secretaries, at their sole discretion, shall determine the relative recreation and open space value of the properties, considering the fair market value, usefulness, quality and location of the properties and/or facilities.

- d. The Department, its agents and employees shall have the right to inspect the Project for compliance with this Agreement.
5. To the extent permitted by law and subject to available appropriations, the Local Government agrees:
- a. To protect, indemnify and save harmless the Department, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind arising out of the operation and use of the Project.
  - b. That if the Project is rendered unusable for any reason whatsoever, the Local Government shall immediately notify the Department of said condition. The Local Government, at its own expense, shall repair the Project, taking any action necessary to restore use and enjoyment of the Project by the public.
  - c. That any violation of this Agreement shall render the Local Government liable to the Department to replace the Project with land of at least equivalent area and public recreational value, and to construct on this replacement land facilities of the same type, size, and quality of construction as those in the Project.
  - d. That in the event of a violation of any provisions of this Agreement, the State, in addition to pursuing other remedies, may impose the following sanctions until the violation has been corrected to the satisfaction of the Department:
    - i. Withhold approval of any Program Open Space and Community Parks and Playgrounds project request submitted by the Local Government to the Department;
    - ii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of the Project;
    - iii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of any or all outstanding projects of the Local Government;
    - iv. Maintain, operate, or repair the Project, charging the cost of said maintenance, operation, or repair to the Local Government as a debt due and owing the Department.
6. If the Third Party is a Board of Education that holds title to the land on which the Project is located, then, the Third Party shall permit the Project to be open to the general public, as regulated by the Third Party or the Local Government at all hours and times consistent with the type of facility, so long as same does not interfere with specific school activities.
7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including assigns and successors by way of privity of estate and contract. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any person, corporation, or government unit not a party to this Agreement, any right or remedy under or by reason of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement causing the same to be signed the day and year first written above.

WITNESS:

THE LOCAL GOVERNMENT:

\_\_\_\_\_

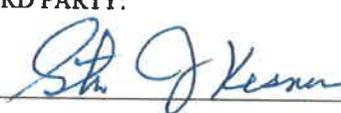
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

THE THIRD PARTY:



NAME:  \_\_\_\_\_

TITLE: President and Chief Executive Officer

WITNESS:

THE DEPARTMENT:

\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Approved as to legal form and sufficiency. Approved means the document meets the legal requirements for a contract if the signature blocks are executed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

\_\_\_\_\_  
Office of the Attorney General  
Department of Natural Resources

Note: **Attachment B** should set forth the respective roles of the Local Government and the Third Party for construction and development of the Project and for the operation, maintenance, supervision and scheduling of the Project. It may also include other agreements between the Local Government, the Third Party and any other parties with respect to the Project.

If there is no Attachment B to this Agreement, please initial here: \_\_\_\_\_ Local Government  
\_\_\_\_\_ Third Party



Regular Council Agenda  
August 7, 2018

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**Description**

Order authorizing the execution of a Joint Use Agreement with the MD Department of Natural Resources and Allegany College of Maryland for the receipt of \$98,290 in Community Parks and Playground funding to be used to construct two (2) outdoor sand volleyball courts that will be available for community use

**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: August 7, 2018

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

THAT, the Mayor be and is hereby authorized to execute a Joint Use Agreement between the MD Department of Natural Resources, Allegany College of Maryland, and the Mayor and City Council of Cumberland for the receipt of Ninety-eight Thousand, Two Hundred Ninety Dollars (\$98,290) in Community Parks and Playground Funding to be used to construct two (2) outdoor sand volleyball courts that will be available for community use.

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**Mayor Brian K. Grim**

**MARYLAND DEPARTMENT OF NATURAL RESOURCES  
COMMUNITY PARKS AND PLAYGROUNDS (CP&P) PROGRAM**

**JOINT-USE AGREEMENT**

THIS JOINT-USE AGREEMENT (this Agreement) is made this 30th day of July, 20 18, by and between:

- (a) Mayor and City Council of Cumberland, MD  
(hereinafter, the Local Government)
- (b) Allegany College of Maryland  
(hereinafter, the Third Party), and
- (c) The Department of Natural Resources, acting for and on behalf of the State of Maryland (hereinafter, the Department)

WHEREAS, the Local Government is applying Community Parks and Playgrounds funds appropriated by the Maryland General Assembly and administered by Program Open Space under Title 5, Subtitle 9 of the Natural Resources Article (2012 Replacement Volume, as amended) for recreational facilities on lands owned by the Third Party.

NOW, THEREFORE, the Local Government, the Third Party, and the Department agree as follows:

1. This Agreement applies to the facility described in the Community Parks and Playgrounds Application and Project Agreement # TBD -      -     , set forth in **Attachment A**, which is hereby incorporated herein by reference (the Project).
2. Any additional agreements between the Local Government, the Third Party, and any other parties with respect to the Project are set forth in **Attachment B**, which is hereby incorporated herein by reference. In the event of a conflict between the terms of **Attachment B** and the terms of this Agreement, the terms of this Agreement shall prevail.
3. The Local Government shall operate and maintain, or have operated and maintained, the Project throughout its estimated life of 20 years from the date of Board of Public Works approval as set forth in **Attachment A** and associated documents.
  - a. The Project shall be maintained so as to appear attractive and inviting to the public.
  - b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local health standards.
  - c. The Project shall be kept reasonably safe for public use.
  - d. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
4. The Local Government and the Third Party shall ensure that:
  - a. The Project shall be open for public use at all reasonable hours and times of the year, according to the type of area and facility.
  - b. The Project shall be open to entry and use by all persons, regardless of race, color, religion, sex, age, handicap, marital status, sexual orientation, gender, or ancestry or national origin, and shall be operated in compliance with Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and its amendments, the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and Section 20-601 et. seq. (Discrimination in Employment) of the State Government Article of the Annotated Code of Maryland (2014 Repl. Vol. and 2016 Supp.).
  - c. The Project shall be retained and used for public outdoor recreation or open space purposes. The Project shall not be converted to any other use without the prior written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning. Said approval shall not be granted unless the Local Government and/or Third Party replace the Project with facilities of at least equivalent area and of at

least equivalent recreation or open space value. The monetary value of the replacement facility shall be equal to or greater than the original Community Parks and Playgrounds grant(s). The Secretaries, at their sole discretion, shall determine the relative recreation and open space value of the properties, considering the fair market value, usefulness, quality and location of the properties and/or facilities.

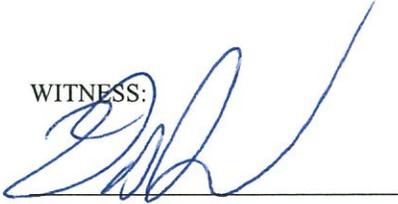
- d. The Department, its agents and employees shall have the right to inspect the Project for compliance with this Agreement.
5. To the extent permitted by law and subject to available appropriations, the Local Government agrees:
- a. To protect, indemnify and save harmless the Department, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind arising out of the operation and use of the Project.
  - b. That if the Project is rendered unusable for any reason whatsoever, the Local Government shall immediately notify the Department of said condition. The Local Government, at its own expense, shall repair the Project, taking any action necessary to restore use and enjoyment of the Project by the public.
  - c. That any violation of this Agreement shall render the Local Government liable to the Department to replace the Project with land of at least equivalent area and public recreational value, and to construct on this replacement land facilities of the same type, size, and quality of construction as those in the Project.
  - d. That in the event of a violation of any provisions of this Agreement, the State, in addition to pursuing other remedies, may impose the following sanctions until the violation has been corrected to the satisfaction of the Department:
    - i. Withhold approval of any Program Open Space and Community Parks and Playgrounds project request submitted by the Local Government to the Department;
    - ii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of the Project;
    - iii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of any or all outstanding projects of the Local Government;
    - iv. Maintain, operate, or repair the Project, charging the cost of said maintenance, operation, or repair to the Local Government as a debt due and owing the Department.
6. If the Third Party is a Board of Education that holds title to the land on which the Project is located, then, the Third Party shall permit the Project to be open to the general public, as regulated by the Third Party or the Local Government at all hours and times consistent with the type of facility, so long as same does not interfere with specific school activities.
7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including assigns and successors by way of privity of estate and contract. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any person, corporation, or government unit not a party to this Agreement, any right or remedy under or by reason of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement causing the same to be signed the day and year first written above.

WITNESS:

\_\_\_\_\_

WITNESS:  


THE LOCAL GOVERNMENT:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

THE THIRD PARTY:

NAME: Cynthia Bambara 

TITLE: President

WITNESS:

\_\_\_\_\_

THE DEPARTMENT:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Approved as to legal form and sufficiency. Approved means the document meets the legal requirements for a contract if the signature blocks are executed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

\_\_\_\_\_  
Office of the Attorney General  
Department of Natural Resources

Note: **Attachment B** should set forth the respective roles of the Local Government and the Third Party for construction and development of the Project and for the operation, maintenance, supervision and scheduling of the Project. It may also include other agreements between the Local Government, the Third Party and any other parties with respect to the Project.

If there is no **Attachment B** to this Agreement, please initial here: \_\_\_\_\_ Local Government  
\_\_\_\_\_ Third Party



**ALLEGANY COLLEGE**  
of MARYLAND  
OFFICE OF THE PRESIDENT

July 18, 2018

Mayor Brian Grm and Members of the City Council  
City of Cumberland  
57 North Liberty Street  
Cumberland, MD 21502

Dear Mayor Grm and Members of the City Council,

On behalf of Allegany College of Maryland, thank you for your support in applying to the State of Maryland's Community Parks and Playgrounds program. It is envisioned by Allegany College of Maryland to build a professional grade volleyball court that would meet the needs of not only the growing volleyball program at ACM, but also support community sports participants for league play, practices, clinics, camps, and other activities as well as potentially hosting regional tournaments that would generate economic benefits to the community.

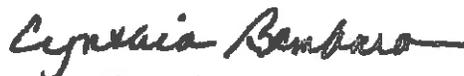
The City of Cumberland currently has only one functional and maintained outdoor volleyball court at the beach at Rocky Gap State Park. This court is only accessible by those who pay to enter the campgrounds, therefore it is not easily accessible to the community. There are a number of courts in the area that have not been maintained, have become overgrown, and ultimately, have become unusable. With a desire for outdoor play in the community, the area is underserved when it comes to this type of space. The addition of these facilities on campus will also benefit the community by expanding opportunities for use by individuals, families, local schools, clubs/leagues, and other groups.

Allegany College of Maryland will provide a significant amount of institutional support to ensure that this project is successful from the initial approval, bidding, construction, project management, and through coordinating the schedule of this community resource. This will include the time and efforts of the Vice President of Administrative Services, Vice President of Student and Legal Affairs, Athletic Director, Director of the Physical Plant, Physical Plant staff, Athletic Department Staff, Finance Department support (procurement and accounting), and others.

In addition, continued maintenance of this site and coordination of scheduling will be ongoing. Although a dollar figure cannot be directly attributed to these leveraged resources, it is estimated that they equate to a minimum of \$10,000 over two years in addition to the land value of \$24,829, for a total value of the leveraged support of \$34,829. Please note that these are estimates and that in no way are we bound by this estimate value.

Thank you for your continued support of this project to benefit our community. If you would have any questions, please feel free to contact me at (301) 784-5270.

Sincerely,

  
Cynthia Bambara

CYNTHIA S. BAMBARA, PRESIDENT

301-784-5270 301-784-5050 (Fax) cbambara@allegany.edu



Regular Council Agenda  
August 7, 2018

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**Description**

Letter from the City Clerk reporting the June 26, 2018 Primary Election results, as certified by the Allegany County Board of Elections and the Maryland State Board of Elections, and stating that, having received the two highest vote counts, Raymond Morriss and Brian K. Grim shall be the candidates placed upon the ballots for the municipal General Election

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



CITY OF  
CUMBERLAND  
MARYLAND

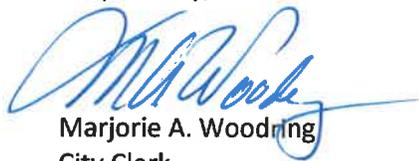
August 3, 2018

Mayor and City Council  
City Hall  
57 N. Liberty Street  
Cumberland, MD 21502

Gentlemen:

In compliance with Section 10(h)(4) of the City Charter, I am attaching hereto the results of the Primary Election held June 26, 2018.

Respectfully,



Marjorie A. Woodring  
City Clerk

**MAYOR**  
BRIAN K. GRIM

Att

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

**CITY ADMINISTRATOR**  
JEFFREY D. RHODES

**CITY SOLICITOR**  
MICHAEL SCOTT COHEN

**CITY CLERK**  
MARJORIE A. WOODRING



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 [www.cumberlandmd.gov](http://www.cumberlandmd.gov)  
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

# PRIMARY ELECTION RETURNS

## RETURN OF THE ALLEGANY COUNTY BOARD OF ELECTIONS FOR THE CITY OF CUMBERLAND, MARYLAND

PRIMARY ELECTION FOR CUMBERLAND HELD JUNE 26, 2018

### FOR MAYOR

I HEREBY CERTIFY, that having assembled with the Allegany County Elections Board in the office of Diane Loibel, Allegany County Elections Administrator, at 10:00 a.m. on June 28, 2018 and July 5 and 6, 2018, I did witness the opening and canvassing of the reports and ballots delivered or transmitted to the Allegany County Board of Elections for the 2018 Primary Election of the City of Cumberland.

The Allegany County Board of Elections, upon being duly organized, did receive the count of votes at each precinct of all the original reports and ballots delivered or transmitted to them of the votes cast during early voting and at the Primary Election held on Tuesday, June 26, 2018. The Allegany County Board of Elections did also witness and receipt the count of votes from each precinct of all original reports and ballots for absentee and provisional ballots on Thursday, June 28, 2018 and Thursday, July 5, 2018 for said City of Cumberland Wards and Precincts, and did certify the election results on Friday, July 6, 2018, which were reported to the Maryland State Board of Elections. The Maryland State Board of Elections did also meet on Monday, July 9, 2018, to provide State Certification of all elections and did on that date certify and state that the whole number of votes cast in the City of Cumberland for the office of Mayor were as follows:

#### **MAYOR:**

*(Votes received)*

Lawrence Francis Becker, 801 Piedmont Avenue .....	75 votes
Robin Hood Constitution, 623 Quebec Avenue .....	60 votes
Raymond Lee Dye, 758 Maryland Avenue .....	19 votes

Brian K. Grim, 617 Louisiana Avenue .....	1,112 votes
George Phillip Merling, 100 Beall Street .....	195 votes
Raymond Morriss, 914 Camden Avenue .....	1,244 votes
David W. Smith, 607 Bedford Street .....	923 votes
<b>TOTAL .....</b>	<b>3,628 votes</b>

PURSUANT to Section 11(e) of the City Charter, the two (2) candidates receiving the highest number of votes for Mayor in the primary election shall be the candidates whose names shall be placed upon the ballots at the municipal general election.

ACCORDINGLY, it is declared that

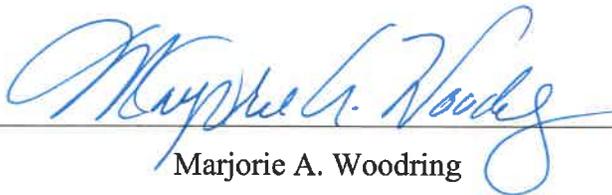
**RAYMOND MORRISS**

and

**BRIAN K. GRIM**

having received the two (2) highest number of votes for the office of **MAYOR**, are hereby declared nominated.

CITY CLERK  
CITY OF CUMBERLAND, MD

  
\_\_\_\_\_  
Marjorie A. Woodring