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

MINUTES

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

DATE 2/21/2017

***Pledge of Allegiance**

I. ROLL CALL

The meeting convened at 6:23 p.m.

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

Also Present: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk

As Mayor Grim was participating in the meeting via conference phone, a motion was made by Bernard to appoint Councilman David Caporale as President pro tem. Frazier seconded the motion and it carrier on a vote of 5-0.

II. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for January, 2017

Item Action: Approved

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

(B) Fire

1. Fire Department monthly report for January 2017

Item Action: Approved

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

(C) Administrative Services

1. Administrative Services monthly report for January, 2017

Item Action: Approved

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

(D) Public Works

1. Maintenance Division monthly report for January, 2017

Item Action: Approved

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

2. Engineering Division monthly report for January 2017

Item Action: Approved

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

3. Street Improvement Report for Calendar Year 2016

Item Action: Approved

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

4. 2015 Allegany County Bridge Inspection Reports as summarized by the Engineering Department

Item Action: Approved

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

5. 2016 Annual Shade Tree Commission Report

Item Action: Approved

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

III. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Statement of the Closed Meeting held Tuesday, February 21, 2017 at 5:00 p.m.

Mayor Pro Tem Caporale announced that a Closed Session had been held on Tuesday, February 21, 2017 at 5:00 p.m. and read into the record a summary of the session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article of the Annotated Code of Maryland.

IV. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd & 3rd readings)* - to repeal Sections 2-246 to 2-248 of the City Code thereby eliminating the provisions pertaining to the Economic Development Commission

Mr. Rhodes advised that the Ordinance would remove the provisions that created the Economic Development Commission from the City Code.

SECOND READING: The Ordinance was read in Title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third was made by Bernard, seconded by Cioni and passed on a vote of 5-0. Mayor Pro Tem Caporale called for questions or comments. Being none, the Ordinance proceeded to its third reading.

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

ORDINANCE NO. 3816

2. Ordinance *(2nd & 3rd readings)* - to repeal and reenact with amendments Section 10-89 through 10-94 pertaining to business licensing and Chapter 10 Article IV, Sections 10-111 to 10-159 pertaining to automatic devices and arcades

Mr. Rhodes advised that the Ordinance would eliminate the requirements for arcade licensing and business licenses other than a temporary business licence from the City Code. He noted that a very limited number of licenses were required and the small amount collected from the licensing did not warrant the cost associated with distributing the licenses and collecting the fees.

SECOND READING: The Ordinance was read in Title only for its second reading. The reading was interrupted and motion to suspend the reading and move to the third was made by Bernard, seconded by Cioni and passed on a vote of 5-0. Mayor Pro Tem Caporale called for questions or comments. Being none, the Ordinance proceeded to its third reading

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

ORDINANCE NO. 3817

V. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Pro Tem Caporale entertained questions and comments, which may be noted below.

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

1. Order authorizing the City Solicitor to provide notice to Samson Resources Company that the City intends to terminate the Water Agreement dated August 31, 2010 regarding Samson's use of the City's treated effluent water for drilling purposes

Upon questioning from Dale Samms, Mr. Rhodes advised that the City had entered into this agreement in 2001 to allow Samson Resources the use of the City's effluent water for drilling purposes, but there had been very little activity with regard to this contract. Upon questioning from Mr. Samms, Mr. Cohen stated that the City's decision to terminate the arrangement had nothing to do with Samson's possible current state of bankruptcy.

ORDER NO. 26,094

2. Order abating taxes and/or utilities on the following City-owned properties: 19 N. Waverly Terrace $405.58 in taxes for years 2011-2016; 417 Walnut Street $2,040.45 in taxes for years 2010-2016; 229 Cecelia Street $269.99 in taxes for year 2015; 34 Virginia Avenue $837.00 in taxes for years 2011-2016 and $448.53 in utilities; 318 N. Waverly Terrace $440.90 in taxes for years 2006-2016 and $410.30 in utilities

ORDER NO. 26,095

3. Order authorizing Special Taxing District Residential Exemptions for 15 S. Liberty Street 2015/16 taxes - $520.30 and 2016/17 taxes - $520.30; 47 Baltimore Street 2015/16 taxes - $399.83 and 2016/17 taxes - $399.65; 55 N. Centre Street 2016/17 taxes - $752.88

ORDER NO. 26,096

4. Order accepting the bid of Shaffer Construction for the Cavanaugh Ball Field Concession Renovations (01-17-RE) in the estimated unit price of $58,740, to be funded through CDBG funds

ORDER NO. 26,097

5. Order declaring approximately 195 3-Com Phone Handsets to be surplus property and authorizing their disposal through e-cycling

ORDER NO. 26,098

6. Order authorizing a Contract of Sale with Eckels Investments, Inc. for the City's purchase of 307-309 Arch Street for $14,000; authorizing acceptance of the deed providing settlement contingencies are met; authorizing extension of the closing date for 60 days if necessary; and authorizing the City Administrator and City Solicitor to execute all documentation

ORDER NO. 26,099

7. Order authorizing the execution of a Supplemental Letter of Agreement to the Agreement Recreating the Allegany County C3I Unit, dated April 25, 2012, to address the coordination of law enforcement response and the provision of services in the event of a critical trauma informed response at Frostburg State University

ORDER NO. 26,100

8. Order accepting the sole source proposal from Carl Belt, Inc. for the emergency repair of the 30" water main under I-68 in the estimated amount of $175,000, as provided for by Section 2-171 (c) of the City Code

ORDER NO. 26,101

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Tom Hawk, 778 MacDonald Terrace, Cumberland, provided suggestions for disseminating the valuable information contained in Mayor Grim's State of the City Address (February 7, 2017) to City residents. He asked for Council's continued vigilance in protecting the City's water supply, applauded the Council for having open meetings and listening attentively to their constituents, and presented Council with a copy of a book by Carolyn Lukensmeyer entitled, Bringing Citizens Voices to the Table; A Guide for Public Managers.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:42 p.m.

Minutes approved on April 4, 2017

Brian K. Grim, Mayor

ATTEST: Marjorie A. Woodring, City Clerk

City of Cumberland Department of Police

Monthly Report

January 2017

City of Cumberland Department of Police

Monthly Report

January 2017

Part 1 Crimes for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
Aggravated Assaults	4	10	B & E (All)	27	31	Murder	0	0	Rape	2	1
Robbery	1	7	Theft - Felony	4	6	Theft - Vehicle	1	0			

Selected Criminal Complaints for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
Theft - Misdemeanor	20	38	Theft - Petty	42	55	Domestic Assaults	30	23	CDS	59	79
Disturbances	180	182	DOP/Vandalism	14	30	Indecent Exposure	1	1	Sex Off - Other	2	4
Suicide	0	1	Suicide - Attmpt.	3	1	Tampering M/V	0	0	Abuse - Child	3	0
Trespassing	6	11	Assault on Police	0	2	Assault Other	35	42			

Selected Miscellaneous Incidents for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
Alcohol Volations	2	4	Juvenile Compl.	15	10	Missing Persons	6	7	School Resource	50	78
School Threat	1	0	Sex Off. Regist.	31	14	Truancy	11	5	Death Investigation	12	12

Selected Traffic Incidents for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
DWI	8	10	Hit & Run	29	26	M/V Crash	70	67	Traffic Stop	439	406

Selected Service Calls for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
Alarms	63	59	Assist Motorist	48	36	Check Well-Being	85	125	Foot Patrol	44	34
Assist Other Agency	61	52	Bike Patrol	0	0	Special Events	3	9	Suspicious Activity	49	87

Arrests Totals for the Month

	2016	2017		2016	2017		2016	2017		2016	2017
M/V Citations	71	61	M/V Warnings	332	349	Adult Criminal	125	163	Juvenile Criminal	17	26

	2016	2017
Total Incidents Reported :	**2,104**	**2,241**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JANUARY 2017

SWORN PERSONNEL: 50 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	9 officers
Squad 2A	9 officers
Squad 2B	9 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	1 officer

CIVILIAN EMPLOYEES: 7 full time, 7 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time*
CPD Crime Analyst	1 full time*
CPD Drug Coordinator	1 full time*
CPD Maintenance	1 part time
C3I Office Associate	1 full time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time **
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
MPA Garage Attendants	2 part time
Code Enforcement	2 part time

* = Grant funded ** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 321 HOURS YEAR TO DATE (beginning 7/1/16): 5806 HOURS

COMP TIME USED: 350 HOURS YEAR TO DATE (beginning 7/1/16): 1971 HOURS

SICK TIME USED: 267 HOURS YEAR TO DATE (beginning 7/1/16): 2086 HOURS

OVERTIME REPORT

OVERTIME WORKED: 196 HOURS YEAR TO DATE (beginning 7/1/16): 22777 HOURS

HOSPITAL SECURITY: 96 HOURS YEAR TO DATE (beginning 7/1/16): 931 HOURS

COURT TIME WORKED: 63 HOURS YEAR TO DATE (beginning 7/1/16): 647 HOURS

TRAINING REPORT

38 OFFICERS TRAINED FOR 366 HOURS YEAR TO DATE (beginning 7/1/15) 7,040 HOURS

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

January 2017 totals for warrant initiative, broken down by agency:

CPD	1 arrest	1 warrant served	
ACSO	1 arrest	1 warrant served	
MSP	0 arrests	0 warrants served	
FPD	0 arrests	0 warrants served	
C3I	5 arrests	3 warrants served	2 criminal summonses served
C3IN	0 arrests	0 warrants served	
OTHER	0 arrests	0 warrants served	
TOTALS	**7 arrests**	**5 warrants served**	**2 criminal summonses served**

Of these, Detective David Broadwater arrested 7 people and served 5 warrants and 2 criminal summonses.

He opened 1 "Fugitive" investigations and made arrests in 3 existing cases, for a total of 4 cases generated for the month.

SIGNIFICANT CASES:

1.) On 01/05/2017 Detective Broadwater was notified by Parole & Probation that a parole retake warrant (original charge - burglary) had been issued for a suspect who was a registered sex offender residing in Allegany County. Knowing that sex offenders are a high priority, Detective Broadwater immediately began a fugitive investigation. He learned of the possible whereabouts of the suspect. He responded to that location, located the suspect, and took him into custody at that time, all within a matter of hours of learning that the suspect was wanted.

**** Detective Broadwater has been on extended sick leave since 01/12/2017.

CPD ACTIVITY
OUTSIDE CPD JURISDICTION

On 1/18/17 a female CPD Officer responded to the Frostburg Police Department to assist officers with the search of a female prisoner. As a result, CDS and CDS paraphernalia were recovered.

On 1/18/17 a CPD canine team responded to I-68 in the area of Rocky Gap to assist Maryland State Troopers with a search of a vehicle.

On 1/24/17 a CPD canine team responded to the Valley Road area to assist Allegany County Sheriff's Deputies with the search of a vehicle. As a result of the search a quantity of CDS was recovered.

On 1/27/17 a CPD canine team responded to the Winchester Road area to assist Sheriff's Deputies with the search of a vehicle. As a result of the search a quantity of CDS was recovered.

Regular Council Agenda
February 21, 2017

Description
Police Department monthly report for January, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

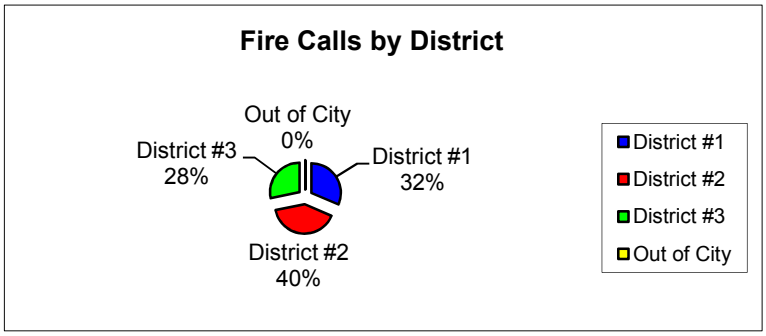
Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF JANUARY, 2017
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 124 Fire Alarms:

Responses by District:

District #1	39
District #2	50
District #3	35
Out of City	0
	124



Number of Alarms:

Regular Alarms Answered	123
Working Alarms Answered	1
	124

Calls Listed Below:

Property Use:

Public Assembly	5
Educational	2
Institutional	10
Residential	72
Stores and Offices	2
None	8
Special Properties	25
	124

Type of Situation:

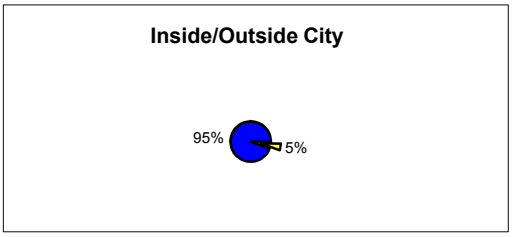
Fire or Explosion	3
Overpressure	0
Rescue Calls	74
Hazardous Conditions	9
Service Calls	8
Good Intent Calls	21
False Calls	9
	124

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in January:	$2,320.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$23,690.00
Fire Service Fees for Fire Calls Paid in January:	$779.69
Total Fire Service Fees Paid in FY2017:	$9,800.75

Fire Service Fees for Inspections and Permits Billed in January:	$50.00
Fire Service Fees for Inspections and Permits Paid in January:	$100.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,450.00

Cumberland Fire Department Responded to 523 Emergency Medical Calls:

In City Calls	495
Out of City Calls	28
Total	523



Cumberland Fire Department Provided 8 Mutual Aid Calls:

6	Mutual Aid calls within Allegany County
2	Mutual Aid calls outside of Allegany County
8	

Bowman's Addition VFD	2
Cresaptown VFD	2
District #16 VFD	1
Flintstone VFD	1
	6
Cumberland Valley EMS	1
Ridgeley VFD	1
	8

Cumberland Fire Department provided 20 Paramedic Assist Calls:

15	Paramedic Assist calls within Allegany County
5	Paramedic Assist calls outside of Allegany County
20	

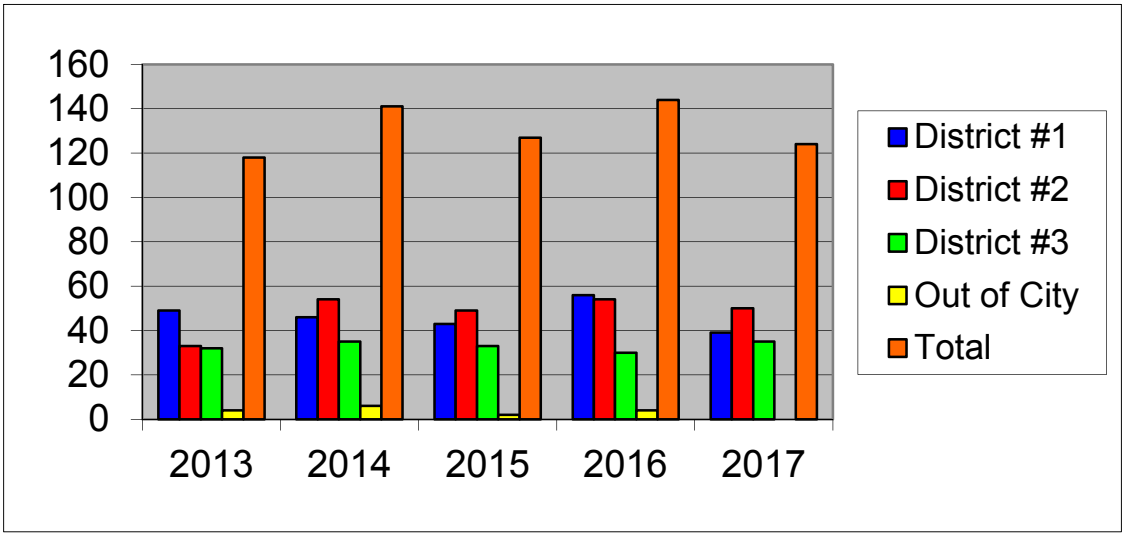
Bowman's Addition VFD	1
Corriganville VFD	1
Cresaptown VFD	4
Ellerslie Vol. Ambulance	1
Flintstone VFD	3
Frostburg Area Ambulance	1
LaVale Vol. Rescue Squad	3
Mount Savage VFD	1
	15
Cumberland Valley EMS	1
Hyndman Area Rescue	2
Ridgeley VFD	2
	20

Total Ambulance Fees Billed by Medical Claim-Aid in January:	$122,761.51
Ambulance Fees Billed Fiscal Year to Date:	$860,686.42
Ambulance Fees Paid:	
Revenue received in January:	$82,440.17
FY2017 Ambulance Fees Paid in FY2017:	$461,973.40
Total Ambulance Fees Paid in FY2017:	$604,155.25

(All ambulance fees, previous and current fiscal years, paid in FY2017.)

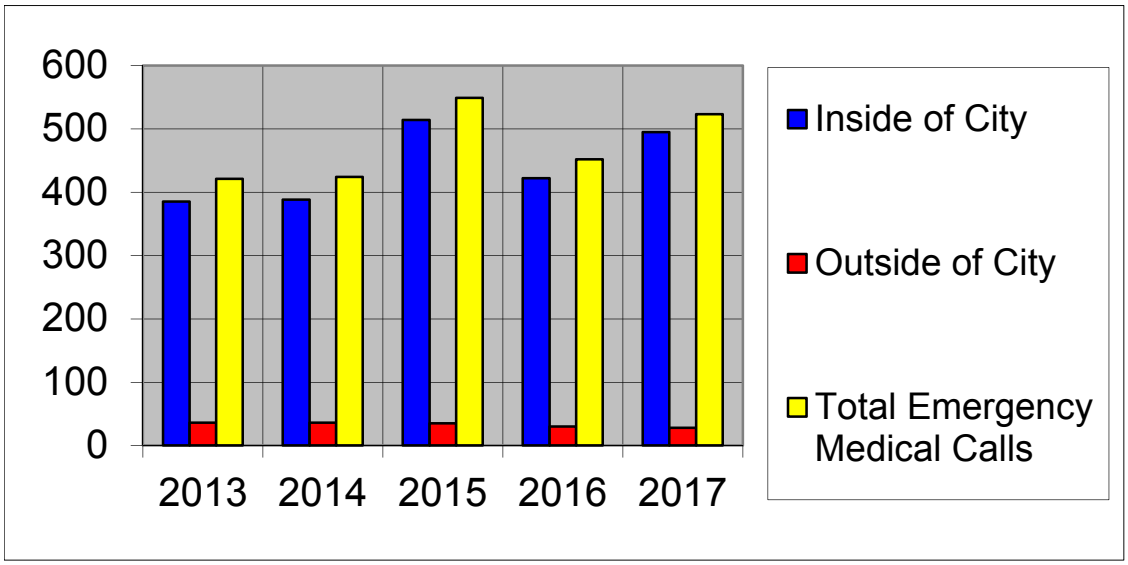
Fire Calls In the Month of January For Five-Year Period

	2013	2014	2015	2016	2017
District #1	49	46	43	56	39
District #2	33	54	49	54	50
District #3	32	35	33	30	35
Out of City	4	6	2	4	0
Total	118	141	127	144	124



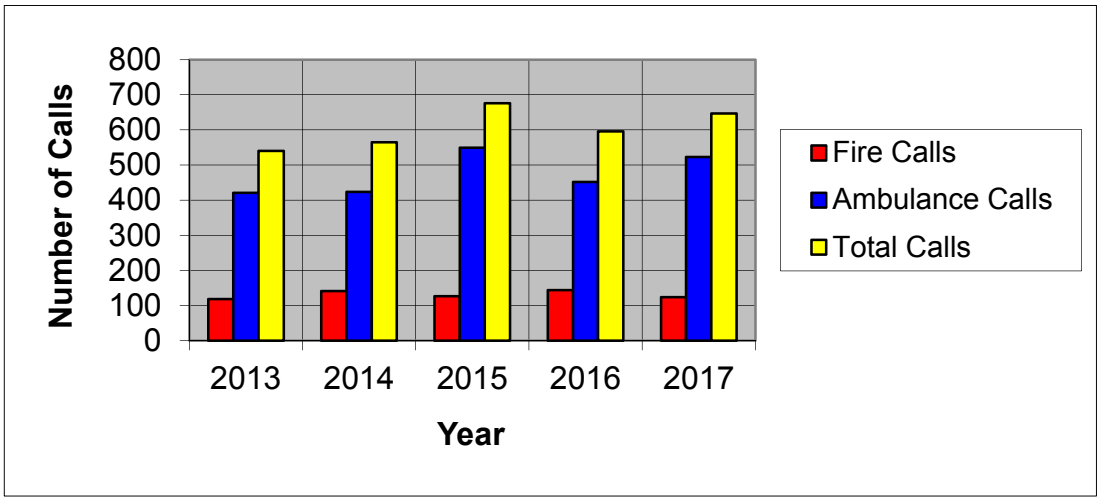
Ambulance Calls in the Month of January for Five-Year Period

	2013	2014	2015	2016	2017
Inside of City	385	388	514	422	495
Outside of City	36	36	35	30	28
Total Emergency Medical Calls	421	424	549	452	523



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

	2013	2014	2015	2016	2017
Fire Calls	119	141	127	144	124
Ambulance Calls	421	424	549	452	523
Total Calls	540	565	676	596	647



Training

Training Man Hours:	305.00	
Duties & Responsibilities		6.00
Pump Operations		2.00
Apparatus Check Procedures		44.00
SCBA Inspection and Care		10.00
APR Training		9.00
Bloodborne Pathogens		50.00
CPR Recertification		40.00
Pediatric Advanced Life Support		52.00
Reports & Record Keeping		12.00
ACLS Recertification		52.00
EMS Provider Safety Tactics		11.00
Physical Fitness		17.00
		305.00

Fire Prevention Bureau

Complaints Received	4
Conferences Held	79
Correspondence	17
Inspections Performed	21
Investigations Conducted	11
Plan Reviews	4

Personnel

Fire Equipment Operator/EMT-B Timmy D. Pritts retired effective January 31, 2017, following 26.5 years of service.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
February 21, 2017

Description
Fire Department monthly report for January 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

February 14, 2017

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for January, 2017

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of January, 2017.

Management Information Systems

Management Information Systems reports the following activities for the month of January, 2017.

Statistics

135 completed help desk requests
219 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with public works on combined vehicle maintenance software solution
- Work with Tyler Technologies/New World Systems on ERP modules
- Create, test, and deploy LIVE New World .NET ERP server
- Continue deployment of new antivirus solution
- Work with Spyglass Systems on communications bill audit
- Release RFP's for new copiers and copier maintenance

Parks and Recreation

Parks and Recreation reports the following information for the month of January, 2017:

Co-ed Volleyball League - 7 teams, 54 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown.
2 weeks of games – 6 matches - Attendance 84

Field Usage: Complete for the season – no usage, new season to begin in March

Areas of work

- July 4th Fireworks proposals are due to P&R on Monday February 1, 2017
- Planning for pool and day camp season 2017
- Seasonal employment applications available – Lifeguards, Day camp
- Begin contact with Leagues, groups and schools for the upcoming spring/summer ball field and facility use.
- Prepare for Pavilion reservations to begin February 6, 2017
- Constitution Park Concert Series schedule for 2017

Meetings

- Recreation Advisory Board Meeting – Monday January 9, 2017
- Staff Meetings
- Cavanaugh Field improvements
- Mason Sports complex – WWTP storage tank project added at the complex
- Girls Leagues field usage
- BMX organization
- Concert series related meetings

Upcoming

- Constitution Park Pavilion reservations to begin Monday February 6, 2017
- February Recreation Advisory Board meeting Monday February 6, 2017
- Continue to take summer seasonal employment applications for lifeguards, and day camp counselors
- July 4th Fireworks – Determine results of bids and confirm the company to provide this service (Working with Shannon Adams)
- Work with League and school representatives for facility spring/summer field usage
- Planning for 2017 Spring/Summer programs and events etc.

Annual Budget preparation

Community Development

The Community Development Department reports the following activities for the month of January, 2017:

Code Enforcement:

Nuisance & Junk Vehicle Complaints		Property Maintenance Complaints		Building Code Complaints	
Received:	114	Received:	41	Received:	1
Corrected:	n/a	Corrected:	n/a	Corrected:	n/a

Housing Code Complaints		Zoning Complaints	
Received:	8	Received:	11
Corrected:	n/a	Corrected:	n/a

Permits, Applications, and Licenses:

Building Permits		Residential Rental License		Plan Reviews	
Received:	7	Received:	116	Received:	0
Issued:	4	Issued:	116	Issued:	0

Occupancy Permit	
Received:	10
Issued:	5

Housing Inspections	
Conducted:	26
Passed:	26

Revenue	
Building Permits:	$ 1,123.00
Miscellaneous Permits:	110.00
Occupancy Permits:	285.00
Utility Permits:	0.00
Reviews, Amendments, and Appeals:	0.00
Rental Licenses:	8,175.00
Paid Inspections:	0.00
Municipal Infractions:	0.00
TOTAL	$9,693.00
Demolition Permit (Bonds)	1,500.00

Code Enforcement Activity:

- Numerous housing complaints have been received and successfully fielded by code enforcement staff
- Continue to research available tools for use in the field by code enforcement
- Housing inspections continue to improve using the I pad technology and streamlined staff processing.

- 2 Bi-weekly Community Development Coordination meeting were conducted.
    - Reviewing job descriptions and evaluating staff tasks
    - Repositioning staff office placement to become more efficient
- 2 Bi-weekly Code Enforcement meeting were conducted
    - Continuing to attempt motivation of Code Enforcement staff by becoming more "project" orientated
    - Concentrating on "follow-up" and "goals" to reach successful conclusions with problem properties
- One (1) demolitions took place at 105 – 107 West Industrial Blvd.
- Several commercial projects in various stages of development
- Construction at "The Pointe" continues. One home completed at 905 Moccasin Path and the second home near completion
- Single family home addition continues construction on Shades Lane
- Allegany High School construction continues with little to no problems. Site work to include areas adjacent to Bishop Walsh Road and lions Center forthcoming
- Work on expansion of South Cumberland Library continues
- Hampton Inn Project moving forward. All permit issues and awaiting payment of utility fees.
- Mezzo's first floor renovation permit has been issued and work is underway
- Cartridges Galore at 66 Pershing Street and the Creamery expansion are awaiting additional details from the architect. Project stalled
- Proposed new restaurant at 45 North Centre Street application received. Daniel Rhee owner

Community Services Activity:

- Continued normal job duties as provided to direct supervisor in separate report.
- 106 additional unpaid Rental Licenses verified in January and $6,475 in revenue collected. Final 76 will be verified in February.
- MD Foreclosed Property Program use was given CD by state of MD to assist code enforcement in contacting owners of foreclosed properties. Staff uploaded 5-6 years of spreadsheets to Google Drive & shared with CD & CPD.
- Houz internet platform to go online in February with City building permit process and link to our website.
- NAC met in January with 8 attending. Prepared agenda and minutes.
    - Next meeting will be February 27 to plan outreach.
- NNO Planning Committee will meet February 16.
    - Prepare agenda and give updates re: NATW nationwide event. (Meetings will be held monthly January – June and weekly in July.
- Prepared CD Specialist 2017 Achievements report for supervisors and coordinated CD 2017 Achievements report for supervisors
- Assisted in compiling updated Demolition Report for supervisor.

- Staff was asked and attended Centre City Neighborhood Association meeting on January 16.
- Assisted CD Sr. Specialist in adding CDBG information to City website.

COMMUNIT DEVELOPMENT PROGRAMS

CDBG Activity:

- CDBG Monthly Report
- Weekly staff meetings
- Provided technical assistance to Cumberland Neighborhood Housing
- Scheduled/facilitated two technical assistance meetings for 2017 Annual Plan
- Created PowerPoint and facilitated 1st Public Hearing for 2017 Annual Plan
- Collected/reviewed quarterly reports for outstanding CDBG projects
- Provided administrative updates to City website
- Developed/provided contract for 2016 CDBG projects
- Facilitated Human Relations Commission regular meeting
- Provided technical assistance for PIP issues and budgeting
- Attended Building Permit Workshop in-house
- Developing ERR's for several 2015 and 2016 CDBG projects
- Provided technical assistance researching invoice
- Providing technical assistance to several prospective CDBG sub recipient applicants
- Facilitated two Community Housing Services Committee meetings
- Provided technical assistance to Finance and City Assist Administrator regarding over all CDBG program
- Attended the regional transportation forum at WMHS
- Created and Began composing the 2017 Annual Plan in IDIS software

Historic Planning/Preservation:

The Cumberland Historic Preservation Commission met on Monday, January 23, 2017 at 4pm in the City Hall Council Chambers. This date was rescheduled from the original January 11th date due to a lack of quorum. There was one Certificate of Appropriateness on the agenda reviewed for a sign for a new business at 56-58 North Centre Street, Behavioral Mechanics.

There were no Section 106 reviews processed during the month.

With the assistance of the Sustainable Communities Workgroup, staff submitted the City of Cumberland's Sustainable Communities Designation Renewal application for the January 27, 2017 deadline. This designation provides access to numerous State of Maryland financial assistance programs for the local government, citizens, and property owners.

A preliminary application was submitted to the People for Bikes foundation to support improvements to the BMX facility at Mason Recreational Complex. This request is now under consideration by the foundation. If selected, a full application will be provided to the City of Cumberland for completion.

Four bids were received, by the January 11th deadline for the Cumberland Historic Survey project, funded in large part by a Certified Local Government subgrant, which was advertised for bids. The Cumberland Historic Preservation Commission has determined that updates are needed for to the nearly forty-year-old comprehensive inventory for the Maryland Inventory of Historic Properties. Since the last update, additional structures or districts should now be considered for eligibility for inclusion to the National Register of Historic Places. The City of Cumberland seeks a qualified contractor to produce an individual Maryland Inventory of Historic Properties (MIHP) form for the Jane Gates House and to produce a minimum of three MIHP survey district forms, including a final survey report which outlines the project methodology, recommendations, and results. Interviews with representative from the firms that provided the two lowest bids along with the Community Development Programs Manager and Maryland Historical Trust staff took place on January 31st. A recommendation was made to the Mayor and City Council following the interviews and will be considered at the February 7, 2017 meeting of the Mayor and City Council.

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

Comptroller's Office

The Comptroller's office reports the following information for the month of January, 2017:

Cash Flow:
Attached for your review is a Cash Flow Summary for the month of January 2017.

On January 1, 2017 the City had a cash balance of $6,463,183. Disbursements exceeded receipts by $1,361,027 in January leaving the City with a cash balance of $5,102,156 at January 31, 2017.

As of January 31, 2017, the significant balances were:

Taxes receivable (General Fund)					$ 2,832,401
	Dec Balance	New Billing	Collections	Bad Debt	Jan Balance
FY 2017	$ 1,898,303	$ -	$ 136,315	$ -	$ 1,761,988
FY 2016	575,272	-	26,224	-	549,048
FY 2015	301,161	-	36,161	-	265,000
FY 2014	37,999	-	1,160	-	36,839
FY 2013	32,276	-	1,064	-	31,212
FY 2012	33,471	-	-	-	33,471
FY 2011	49,639	-	2	-	49,637
Prior FY's	105,206	-	-	-	105,206
	$ 3,033,327	$ -	$ 200,926	$ -	$ 2,832,401

Note:
1) New billing in prior years represent account adjustments and rebillings.
2) Several older personal property accounts were written off in November pursuant to Mayor and Council Order # 26,054.

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

Real property (non-owner occupied)	$ 828,449
Non-Corp Personal Property	11,250
Corporate Personal Property	379,566
Real Property (semiannual payments)	542,723
Real Property (Half Year)	-
	$ 1,761,988

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

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

Cash and Investment Summary
January 31, 2017

	Cash	Investments
Beginning Balance	$ 6,463,183	$ 7,794,911
Add:		
Cash Receipts	2,937,342	-
Investment Transfer	-	-
Less:		
Disbursements	4,298,369	-
Investment Transfer	-	-
Ending Balance	$ 5,102,156	$ 7,794,911
Restricted	$ 486,891	$ 1,905,031

Capital Projects and Associated Debt:

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

Restricted Cash

	1/1/2017	Increase	Utilization	1/31/2017
Police Seizures	$ 277,518	$ -	$ 66	$ 277,452
Bowers Trust	91,395	-	-	91,395
Restricted Lenders	106,341	-	-	106,341
GOB 2008	3	-	-	3
Other	11,700	-	-	11,700
	$ 486,957	$ -	$ 66	$ 486,891

Restricted Investments

	1/1/2017	Increase	Utilization	1/31/2017
DDC	$ 6,660	$ -	$ -	$ 6,660
GOB 2008	-	-	-	-
GOB 2013	1,501,113	-	-	1,501,113
BAN 2016	397,258	-	-	397,258
	$ 1,905,031	$ -	$ -	$ 1,905,031

Available Bond Proceeds

	1/1/2017	Increase	Utilization	1/31/2017
CDA 2014	$ 1,452,170	$ -	$ -	$ 1,452,170
CDA 2015	2,574,039	-	-	2,574,039
	$ 4,026,208	$ -	$ -	$ 4,026,208

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

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs. There is a balance of $1.5 million which will be utilized for street repairs.

The Bond Anticipation Note (BAN 2016) for the Maryland Avenue Redevelopment Project was issued in June 2016. The balance of the bond proceeds is $397,000.

CDA 2014 and 2015 bond proceeds are intended for a variety of General Fund ($2.2 million), Water Fund ($433,000) and Sewer Fund ($1.35 million) projects and are available to be drawn as required. There were no draws in January.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
February 21, 2017

Description
Administrative Services monthly report for January, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
January 2017

Street Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JANUARY 2017

- POTHOLES AND COMPLAINTS
  - Potholed varied streets and alleys using approximately 4.5 tons of Cold Mix.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 4 Traffic Control Signs.
  - Installed 4 HC Signs.

- MISCELLANOUS
  - Snow Removal 8 days.
  - Refilling Salt Barrels 5 days.
  - Cleaning snow equipment 3 days.

STREET MAINTENANCE - JANUARY 2017		1/1-1/7	1/8-1/14	1/15-1/21	1/22-1/28	1/29-1/31	TOTAL
SERVICE REQUEST COMPLETED							0
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER						0
	SEWER						0
	CY						0
	TONS						0
POTHOLES FILLED	STREETS						0
	ALLEYS						0
	DAYS	2	3	4	5		14
	Cold Mix	X	X	X	X		0
	TONS						0
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					4		4
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
					4		4
							0
PAINTING PERFORMED	BLUE				4		4
	YELLOW						0
	RED				3		3
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS						0
	MILES						0
SWEEPER DUMPS HAULED TO LANDFILL	TONS			3.4			3
SALT BARRELLS	DAYS	2	3				5
CLEANED BALTIMORE ST. UNDERPASS		1			1		2
CLEAN SNOW EQUIPMENT	Days	1	2				3
BRUSH REMOVAL/TREE WORK	Days						0
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads	3					3
Snow Removal OT	**11pm-7am**	**7am-3pm**	**3pm-11pm**	**Salt Brine**	**Sidewalks**		
01/05/17			4 trucks				
1/6/2017	2 trucks				X		
1/10/2017		6 trucks	4 trucks				
1/11/2017	3 trucks	5 trucks			X		
1/14/2017	4 trucks	4 trucks	4 trucks				
1/23/2017			2 trucks				
1/30/2017		7 trucks					
1/31/2017		7 trucks					

Fleet Maintenance
January 2017

Total Fleet Maintenance Projects	**101**
Street Maintenance	17
Snow Removal	6
DDC	0
CPD	19
Water Distribution	13
P & R Maintenance	4
CFD	5
Sewer	6
Code Enforcement	2
Flood	0
PIP	0
WWTP	0
Engineering	2
Facility Maintenance	0
Fleet Maintenance	2
Central Services	0
Municipal Parking	0
Public Works	0
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	18
Field Service Calls	7
Total Work Orders Submitted	**28**
Risk Management Claims	**1**
Fork Lift Inspections	**0**

Regular Council Agenda
February 21, 2017

Description
Maintenance Division monthly report for January, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2017	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	Despite efforts, the location of MH 4 has not been determined. No additional field work is currently planned.	PJD	1/31/2017
2009	22-09-M	Maryland Avenue Wall & Sidewalk Repairs	Replace of a portion of sidewalk and its supporting wall in the 900 Block of Maryland Avenue	Construction	**UPDATE -** The project is complete**.**	JDF	11/30/2016
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Design	Awaiting BPW official funding, which is scheduled for early March, 2017. We will then issue the Notice to Proceed and schedule the pre-construction conference.	PJD	1/31/2017
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction Closeout	We are awaiting a ruling on ADA compliance from the SHA as requested by the Contractor	JRD	12/29/2016
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Construction	The bicycle pavement markings and signs for this project were bid with the Frederick Street / Bedford Street Bike Improvement Project and will be completed at the same time. The contract has been award to PSI, and installation is scheduled in the spring of 2017.	JRD	12/29/2016
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	Working on "Bullpen" area	PJD	1/31/2017
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Looking at installing sewer line.	PJD	1/31/2017
2013	10-13-M	MD 51 Intersection Modeling	This is the second part of a traffic study for the Rte. 51 / Virginia Avenue	Study	Plans for review have been submitted. This is an SHA Project and future design information will be reported in this project.	JDF	6/3/2015
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Construction	**UPDATE** -This project has been awarded to PSI, and work is expected to begin in the Spring of 2017. Maryland SHA has already secured approval for the use of green pavement makings in the bike lanes, but has requested the contrast color used for shared lane pavement markings installed on concrete be changed from green to black.	JRD	12/29/2016
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications	RFP	**UPDATE** Finalizing list of trees to send out for bids from contractors. Trees along flood wall will be removed and the stumps either ground or sprayed with herbicide to kill them.	PTE	2/3/2017
2014	04-14-WWTP	Sludge Screening Study	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to	Study	No change- Need/Benefit of the project is being reevaluated. Price proposal has been requested form the selected equipment supplier. A request for an MDE Permit has been submitted. As soon as we are sure funding is in place this	JDF	11/9/2016

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2017	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2014	05-14-M	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	Belt Contract to mill and pave	Construction	A number of street have been paved this season under this contract. A street improvement report will be compiled by the Engineering Department that will include the work of this contract, work by the Street Department, and work by utility	JDF	12/29/2016
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Construction Bidding	The bid opening was 12/14/16, and the apparent low bidder is Excavating Assoc. Engineering will prepare a bid tabulation and analysis of the bids received. The estimated start of construction in the Spring of 2017.	JRD	12/15/2016
2014	12-14-M	Canal Street Rehabilitation Improvements	This project will make bicycle safety improvements to Canal Street.	Construction	**Complete** - Work is complete, we will request reimbursement was submitted in June. A final report is still needed and should be done by the end of the year. The City Bike Improvement was combined with a Canal Place Contract.	JDF	11/9/2016
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	Preliminary project documentation has been submitted to SHA for review, which will create an SHA project. After approval of the preliminary documents we will be able to submit the PS&E packet for review.	JRD	12/29/2016
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Work continues.	PJD	1/31/2017
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	**UPDATE** - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The next step in this project will be to seek funding. We believe that several West Side Project could be combined into a single funding request. More on that as the other project reports are completed. We anticipate being able to fund a project to seek grant funds through the MPO, and that should proceed in the future. Construction funding possibilities are limited at this time.	JDF	11/30/2016
2015	1-15-M	Maryland Smart Energy Communities 2015	Designation and Grant for energy reduction improvements. Also required 3 deliverables in 2015: Energy Reduction and Renewable Energy Policies, Energy Baseline, and an energy reduction plan.	Planning	**UPDATE** MEA approval to move forward with lighting and HVAC projects received 10/26/2016. Project extension requested in November 2016. Our office yet to recieve the approval of extension - however have email okay to move forward with current purchases HVAC rebates reinstated. WWTP HVAC (3 systems) installed January 2017. Request for reimbursement will go out in February.	RJK	2/7/2016

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2017	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	This project should become a Canal Place Project, but the City will have to be involved because the Flood Control Project. The MDOT Planning Funding may be turned over to Canal Place so that the preliminary study can get started and Canal Place is expected to find additional funding so the project can proceed to the design stage.	JDF	2/10/2016
2015	13-15-SWM	Sheetz Improvement at Greene Street - SWM	Complete revamp of the facility at Greene Street	Construction	Complete. Awaiting SWM system as-builts.	PJD	1/31/2017
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Planning	NO CHANGE -Final SWM plan approved.	PJD	1/31/2017
2015	15-15-P	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	A similar contract had been awarded to Belt Paving in 2014, however Belt could not provide City work, so other paving contractors were asked to provide the work. Only IA Construction responded with a proposal	Construction	A number of paving projects were completed in 2016 and will be included in a Paving Report that is done at the end of the year..	JDF	11/30/2016
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Study	**UPDATE** Stream sampling ongoing through December 2016.	RJK	11/30/2016
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	**UPDATE** Asset Management Program/Capital Improvement Planning meeting scheduled for February 16. This meeting to update the group on filtering weekly work orders/reports.	RJK	2/7/2016
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Design	**UPDATE -** This project was originated by the Neighborhood Association, however after they received State funding the City has agreed to take on the project and provide the necessary local funds to get it completed. After bids were opened for the lighting it was determined that the City should only install the conduit so that the paving of Washington Street could be completed. All conduit and paving work was completed in November 2016.	JDF	11/30/2016
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	Letter of Final Determination from MDE is now due mid-May, 2017. This means new Flood Insurance Rate Maps (FIRMs) will now come out mid-November, 2017.	PJD	1/31/2017
2016	5-16-SWM	Gasoline and Manual Car Wash Station - Willowbrook Road	L.C. Nixon Development Company Car Wash and Gas Station development of an existing property into a Gas Station and manual car wash.	Design	New Final SWM plan received and comments sent to Owner's Agent.	PJD	1/31/2017
2016	11-16-SWM	Site Modifications to MacDonald's on the Industrial Boulevard	Drive-thru modification to a side-by-side configuration	Construction	Work complete. Awaiting as-builts.	PJD	1/31/2017

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2017	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2016	12-16-M	New Baltimore Street Town Center	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	RFP	Awaiting response from the SHA. It is possible that, due to the funding source, we may have to re-solicit design proposals.	PJD	1/31/2017
2016	13-16-RE	Constitution Park Pool - Liner and Main Drain Improvements	The main drain is being installed by Carl Belt, Inc. and the Liner is being done by RenoSys under two separate contracts	Construction	The new main drain and the liner are being installed. This project is expected to be complete in December. The work on the water line and filters will be done in 2017.	JDF	11/30/2016
2016	14-16-M	Nemacolin and Richwood Avenue Improvements		Construction	Construction Complete	JRD	12/15/2016
2016	15-16-M	2016 Fall Tree Removal	Hazard Tree Removal	Construction Closeout	UPDATE Contractor completed project. Last report on this project	PTE	2/3/2016
2016	16-16-SWM	The Final Touch Building Addition	Addition of a 5,000 SF building and new parking lot at the Kelly Road facility	Construction Bidding	**NO CHANGE** - Final SWM Plan submittal approved	PJD	12/29/2016
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	Plans need to be modified and the project bid, but it is important to hold this work until the New Baltimore Street Town Centre Project is started to make sure that the design is compatible.	JDF	11/9/2016
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	Needed repairs were identified in the latest Bridge Inspection Report. We asked for a price, but in that process it was determined that we needed additional Engineering to prepare the specifications for the needed repairs	JDF	11/9/2016

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						January 31, 2017	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	**UPDATE** Proposal letters for continued service over the next two fiscal years forwarded to the City Adminstrator's office for next council meeting action.	RJK	7-Feb-16
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs)	Regulatory	**NO CHANGE**	RJK	29-Dec-16
	WWTP	POTW NPDES Permit	Requirements for compliance		**NO CHANGE**	RJK	18-Aug-16
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**UPDATE** The semi annual report was submitted to the State prior to January 10, 2017. Data collection shows that there is once a gain a decrease in flows (based on connections) over 2016. Various demolition efforts have overshadowed flow data from new developments (such as the new Sleep Inn) and redevelopments such as McDonald's, Roy Rogers and Sheetz. The decrease in connection flows is 8,000 gpd, equal to 32 EDUs. The City of Cumberland is limited annually to 23,000 gpd in connections (or about 92 new housing units). Any new large size developments shall undergo review from the Engineering Division for the need for approval for new connections.	RJK	7-Feb-16
	WFP	NPDES Permit	Requirements for compliance		**NO CHANGE**	RJK	29-Dec-16

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						January 31, 2017	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**NO CHANGE**	PTE	29-Apr-16
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**NO CHANGE** Fall tree removal project is active. Writing year end reports and filing applications for Tree City USA award and PLANT award.	PTE	30-Dec-16
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**NO CHANGE** The Forest Management Plan is in the writing stage.	PTE	30-Dec-16

John:

Here is my planning staff activities report contribution for the month of January 2017. If you should have any questions, please let me know. Thanks.

2013 Comprehensive Plan Implementation – Coordinated with the Natural Resources Specialist regarding tree planting accomplishments in 2016. Reviewed and updated Plan Implementation status report.

Cumberland Bicycle Advisory Committee - No work was conducted on this task during the month of January.

Subdivision/Site Plan Reviews - Reviewed a revised 409 Willowbrook Road car wash site stormwater management plan for conformity with BOA Variance approval. Met with the DDA Coordinator on January 13 to review the permitting process. Responded to an inquiry from the Construction Journal regarding the current status of the Hampton inn hotel. Responded to citizen questions concerning the permit status of the 409 Willowbrook Road car wash/gas station.

Zoning Amendment Petitions – No work was conducted on this task during the month of January.

Planning Commission Administration – Attended the January 12 PC meeting. Updated the city's web site to reflect Planning Commission officers as elected at the January 12 meeting. Continued compiling the 2016 Planning Commission Annual Report. Edited the infrastructure section of the draft report in accordance with Engineering staff comments. Review current zoning provisions for arts and craft manufacturing in the Gateway Commercial and Industrial zones in response to questions raised at the January 12 PC meeting and advised the members. Canceled the February 13 meeting due to a lack of agenda items and posted a cancellation notice on the CD bulletin board and the City's website.

Board of Appeals Administration – Attended the January 4 BOA meeting. Updated the city's web site to reflect Board of Appeals officers as elected at the January 12 meeting. Coordinated with the City Clerk regarding the status of the Board of Appeals member vacancies. Cancelled the February 1 BOA meeting due to a lack of agenda items. Determined a quorum for the February 15 BOA meeting. Prepared a staff report for the ZA 135 – 129 Baltimore Street Conditional Use petition. Prepared a legal ad for the February 15 public hearing on ZA 135. Submitted the ZA 135 legal ad for publication in the Times-News and posted copies on the CD Bulletin Board and the City's website.

MDP/MML Coordination – No work was conducted on this task during the month of January.

Annexation Petitions – No work was conducted on this task during the month of January.

Street Closure/Naming Petitions – No work was conducted on this task during the month of January.

Economic Development – Attended the January 4 and 13 Heritage Association meetings. Responded to an inquiry from a national construction trade magazine regarding residential and nonresidential permits issued in 2016. Provided the Historic Preservation Planner with responses to questions relating to the

sustainable communities boundaries expansion. Prepared a list of goal outcomes, strategies, and partners, consistent with the 2013 comp. plan, for the city's Sustainable Communities renewal application.

General Transportation Issues/Projects – Requested a status update from MDOT staff regarding the City's new Functional Classification process. Attended a February 10 U.S. 220 Project Planning Team meeting at the SHA District 6 office. Met with the City Administrator to discuss information from the February 10 U.S. 220 Project meeting. Coordinated with the Engineering Director regarding submissions to Allegany County regarding the City's 2017 priority transportation projects. Reviewed and commented on a draft summary assistance request for a meeting with the MDOT staff.

TMDL/Stormwater Management Coordination and Implementation - No work was conducted on this task during the month of January.

Zoning Administration – Responded to an inquiry from a local realtor regarding permitted non-residential uses in the B-L (Local Business) Zone. Explained zoning requirements for a home occupation to a Bedford Street property owner. Responded to an inquiry regarding sign permit procedures for replacement of an existing sign at 506 North Centre Street. Discussed the appropriate zoning use classification for a proposed medical marijuana dispensary with Code Enforcement staff. Responded to an inquiry from an Oklahoma City Real Estate Consultant regarding the cost and procedures to request a zoning verification for several downtown Cumberland properties. Responded to questions regarding the zoning classification and permit status of property at 10 North Liberty Street. Evaluated our current Zoning treatment of fracking and advised the City Manager on possible measures to regulate it. Further discussed zoning authority for fracking operations with the City Solicitor. Confirmed the permitted use status requests from a real estate company for three commercial buildings in downtown Cumberland.

Miscellaneous Other Activities – Prepared and submitted a 4th Quarter 2016 report to Allegany County staff regarding new street addresses issued. Coordinated with the Human Resources Director regarding my pending retirement. Provided demographic data from the Comprehensive Plan to a local nonprofit for a grant application. Began transferring important planning document computer files to a flash drive for transfer to the City Planner successor. Prepared a list of 2016 Planning Accomplishments and forwarded it to the Engineering Director.

Regular Council Agenda
February 21, 2017

Description
Engineering Division monthly report for January 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland, Maryland

Street Improvement Report for Calendar Year 2016

Road Number	Road Name	Location From	Location To	Map Designation	Miles	Width	Remarks
MU0060	Allegany Street	Avirett Ave.	Patterson Ave.	16-01	0.10	24.00	Mill and Overlay Western lane by Columbia Gas
MU0170	Avirett Avenue	Patterson Ave.	Robbins Terrace	16-02	0.03	24.00	Mill and Overlay by Columbia Gas
MU0170	Avirett Avenue	Robins Terr.	Allegany St.	16-03	0.08	24.00	Mill and overlay of Northern lane by Columbia Gas
MU0260	Beall Street	Allegany St.	Patterson Ave.	16-04	0.07	24.00	Mill and Overlay by Columbia Gas
MU0270	Bedford Street	Marietta Street	Bedford Street #2	16-05	0.22	24.00	Mill and Overlay
MU0310	Bishop Walsh Drive	0.02 miles South of Nemacolin Ave	0.01 mile North of Nemacolin Ave	16-06	0.03	30.00	2" Mill and Overlay
MU0320	Blackiston Avenue	Oldtown Road	First Street	16-07	0.17	24.00	Patching by Gas Company
MU0471	Brooke Avenue	Washington Street	.03 miles North of Washington St.	16-08	0.03	20.00	1-1/2" Overlay
MU0471	Brooke Avenue	.03 miles North of Washington St.	Fayette street	16-09	0.04	12.00	1-1/2" Overlay, with 2' widening
MU0680	Centre Street, N.	Queen City Drive	Knox Street	16-10	0.03	25.00	Mill and Overlay - 2" depth
MU0680	Centre Street, N.	Knox Street	Valley Street	16-11	0.20	30.00	Mill and Overlay - 2" depth
MU0680	Centre Street, N.	Valley Street	Mechanic St., N	16-12	0.32	24.00	Mill and Overlay - 2" depth
MU0700	Chase Street	Washington Street	Fayette Street	16-13	0.08	20.00	Mill and Overlay - 2" depth
MU1100	Edison Ave	Manns Terrace	Sperry Terrace	16-14	0.05	18.00	1.5" Overlay by Street Department
MU1120	Eichner Avenue	Bedford Street	Frederick Street	16-15	0.10	24.50	Mill and Overlay - 2" depth, with 2.5' widening
MU1310	First Street	Sommerville Avenue	Wempe Drive	16-16	0.16	32.00	Mill and Overlay - 2" depth
MU1310	First Street	South Street	Virginia Avenue	16-17	0.26	30.00	Mill and Overlay - 2" depth
MU1310	First Street	Virginia Avenue	.06 miles West of Springdale Street	16-18	0.12	18.00	Mill and Overlay - 2" depth
MU1310	First Street	.06 miles West of Springdale Street	Oak Street	16-19	0.02	24.00	Mill and Overlay - 2" depth
MU1310	First Street	Oak Street	.02 miles West of Oak Street	16-20	0.45	32.00	Mill and Overlay - 2" depth

City of Cumberland, Maryland

Street Improvement Report for Calendar Year 2016

Road Number	Road Name	Location From	Location To	Map Designation	Miles	Width	Remarks
MU1370	Fort Avenue	0.03 miles North of RD 1 (MU5010)	Parkview Ave	16-21	0.31	22.00	Mill and Overlay - 2" depth
MU1570	Greene Street	Baltimore Street	Bridge Street	16-22	0.09	22.00	Mill and Overlay - 2" depth
MU1570	Greene Street	Bridge Street	Millman Place	16-23	0.33	36.00	Mill and Overlay - 2" depth
MU1570	Greene Street	Millman Place	Allegany Street	16-24	0.13	24.00	Mill and Overlay - 2" depth
MU1700	Hicks Avenue	Winifred Road	.01 mile East of White Avenue	16-25	0.11	22.00	Overlay by Street Department
MU2160	Lowell Avenue	Bedford Street	Frederick Street	16-26	0.11	24.00	Mill and Overlay - 2" depth
MU2370	Mechanic Street	0.02 mile West of Centre Street	Centre Street	16-27	0.02	28.00	Mill and Overlay - 2" depth
MU2370	Mechanic Street	Centre Street	0.02 mile East of Centre Street	16-28	0.02	26.00	Mill and Overlay - 2" depth
MU2537	Nemacolin Avenue	Richwood Avenue	Bishop Walsh Road	16-29	0.11	29.50	Mill and Overlay, widening, added HMA curb on both sides, and drainage improvements
MU2537	Nemacolin Avenue	Bishop Walsh Road	Cherrywood Drive	16-30	0.07	26.00	Mill and Overlay, with minor widening
MU2537	Nemacolin Avenue	Cherrywood Drive	Westward .02	16-31	0.02	26.00	Mill and Overlay Northern lane
MU2700	Parkview Avenue	Reservoir Avenue	RD2	16-32	0.21	26.00	2" Overlay
MU2710	Patterson Ave	Richie St	I-68	16-33	0.06	24.00	1.5" Overlay by Street Department
MU2710	Patterson Ave	Avirett Avenue	.01 mile West of Locust Street	16-34	0.04	24.00	Mill and Overlay by Columbia Gas
MU2710	Patterson Ave	Sperry Terrace	.04 mile West of Sperry Terr.	16-35	0.04	24.00	1.5" Overlay by Street Department
MU2710	Patterson Ave	.04 mile West of Sperry Terr.	Springfield Blvd.	16-36	0.01	22.50	1.5" Overlay by Street Department
MU2870	Prospect Square	N. Johnson Street	Johnson Street	16-37	0.20	24.00	Mill and Overlay - 2" depth
MU2930	Rayne Drive	.01 mile West of Winifred Road	White Avenue	16-38	0.10	18.00	Overlay by Street Department
MU2970	Richwood Avenue	0.01 miles South of Nemacolin Avenue	Seneca Avenue	16-39	0.07	29.50	Mill and Overlay, widening, added HMA curb on West side, and drainage improvements on East side
MU3100	Rose Hill Avenue	Allegany Street	Thompson Avenue	16-40	0.20	24.00	Mill and Overlay - 2" depth

City of Cumberland, Maryland

Street Improvement Report for Calendar Year 2016

Road Number	Road Name	Location From	Location To	Map Designation	Miles	Width	Remarks
MU3370	South Street	Oldtown Road	Industrial Boulevard (MD-51)	16-41	0.55	30.00	Mill and Overlay - 2" depth, eastern 1/2 of street
MU3475	Swick Lane	Winifred Road	White Avenue	16-42	0.07	20.00	Overlay by Street Department
MU3630	Valley Street	0.02 miles North of Mechanic St.	CSX Railroad	16-43	0.11	34.00	Mill and Overlay - 2" depth
MU3630	Valley Street	Henderson Avenue	Furnace Street	16-44	0.10	30.00	Mill and Overlay - 2" depth
MU3630	Valley Street	Furnace Street	Fairview Avenue	16-45	0.12	26.00	Mill and Overlay - 2" depth
MU3630	Valley Street	Fairview Avenue	Independence Street	16-46	0.02	26.00	Mill and Overlay - 2" depth
MU3630	Valley Street	Independence Street	City Limits	16-47	1.27	18.00	2" Overlay
MU3750	Washington Street	Allegany Street	Fayette Street	16-48	0.70	30.00	Mill and Overlay - 2" depth
MU5010	RD 1	Fort Ave	0.12 miles East of Fort Ave	16-49	0.12	20.00	Patch and Overlay 2" depth (loop through Grove 4 in Constitution Park)
MU5010	RD 1	0.19 miles east of Fort Ave	RD 1	16-50	0.35	20.00	Patch and Overlay 2" depth (loop through Grove 4 in Constitution Park)
MU5020	RD 2	Parkview Ave	Fort Ave	16-51	0.22	20.00	Patch and Overlay 2" depth
					8.44	**Total Milage Improved**	

Prepared By: Julie Thornton

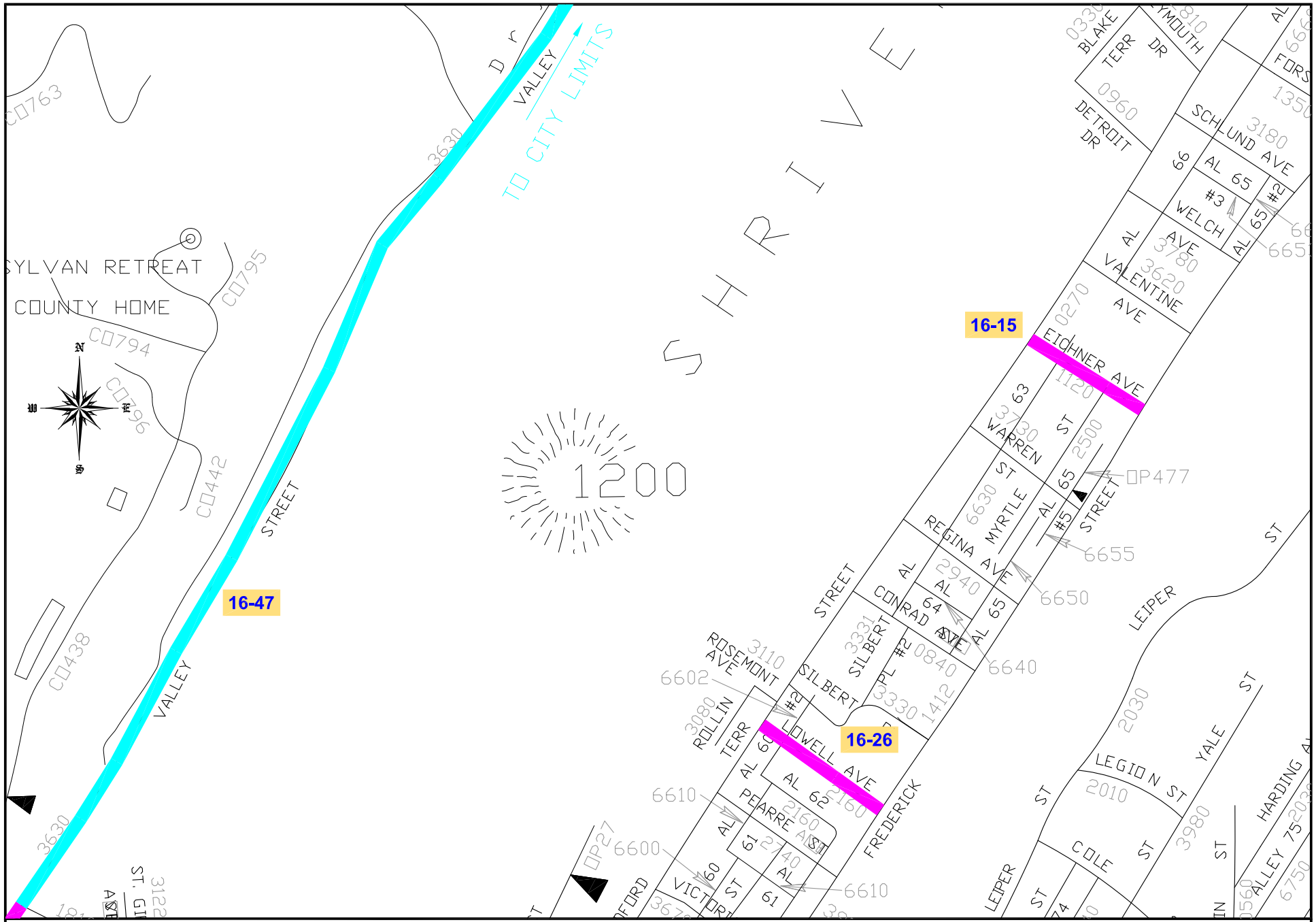
Official Title: Engineering Tech

Date: 2/3/17

Approved By: John J. A. Fanzo

Official Title: City Engineer

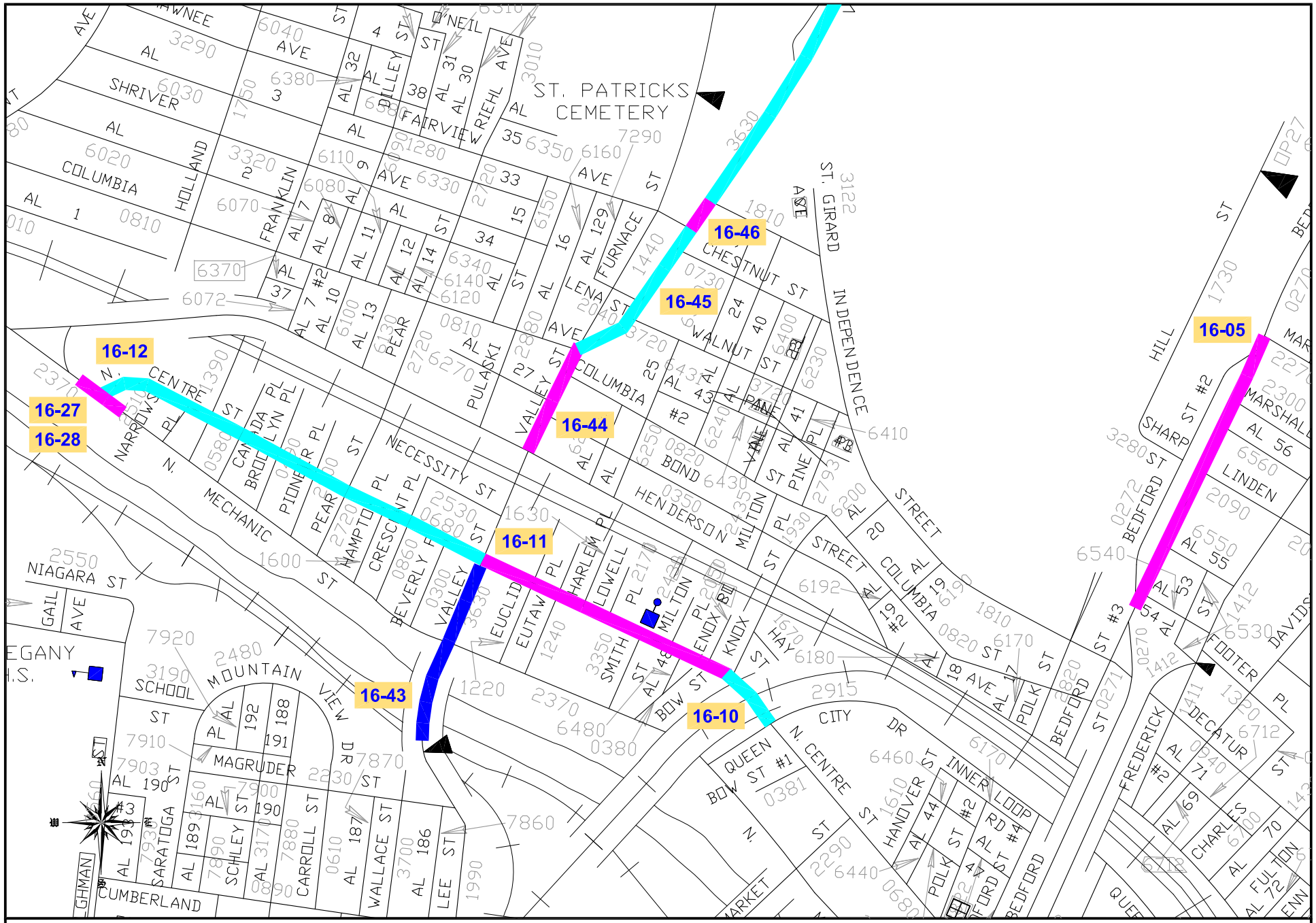
Date: FEB. 3, 2017



2016 City of Cumberland Street Improvement Report Location Map

Sheet 1 of 9

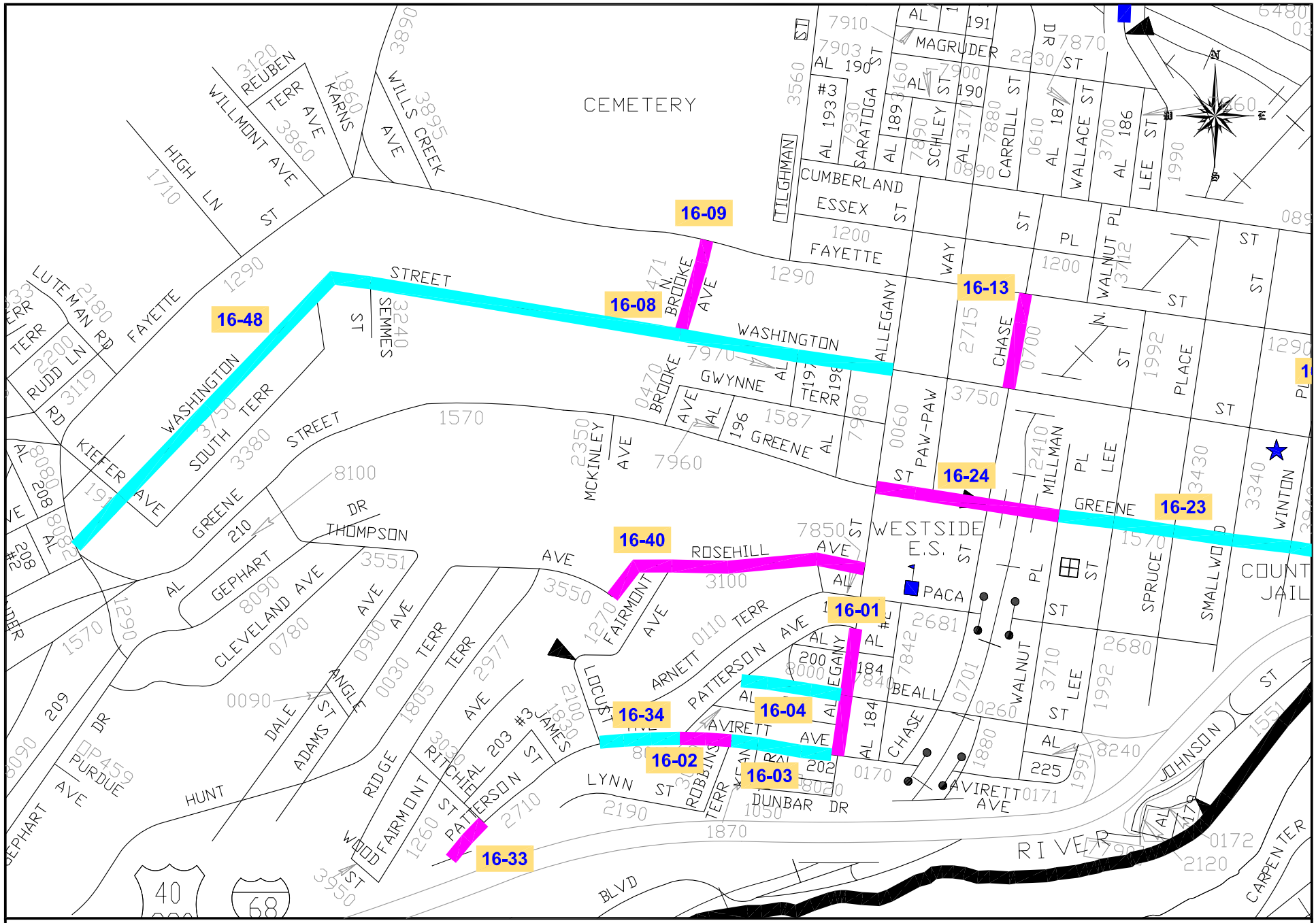
Scale: 1" = 500'



2016 City of Cumberland Street Improvement Report Location Map

Sheet 2 of 9

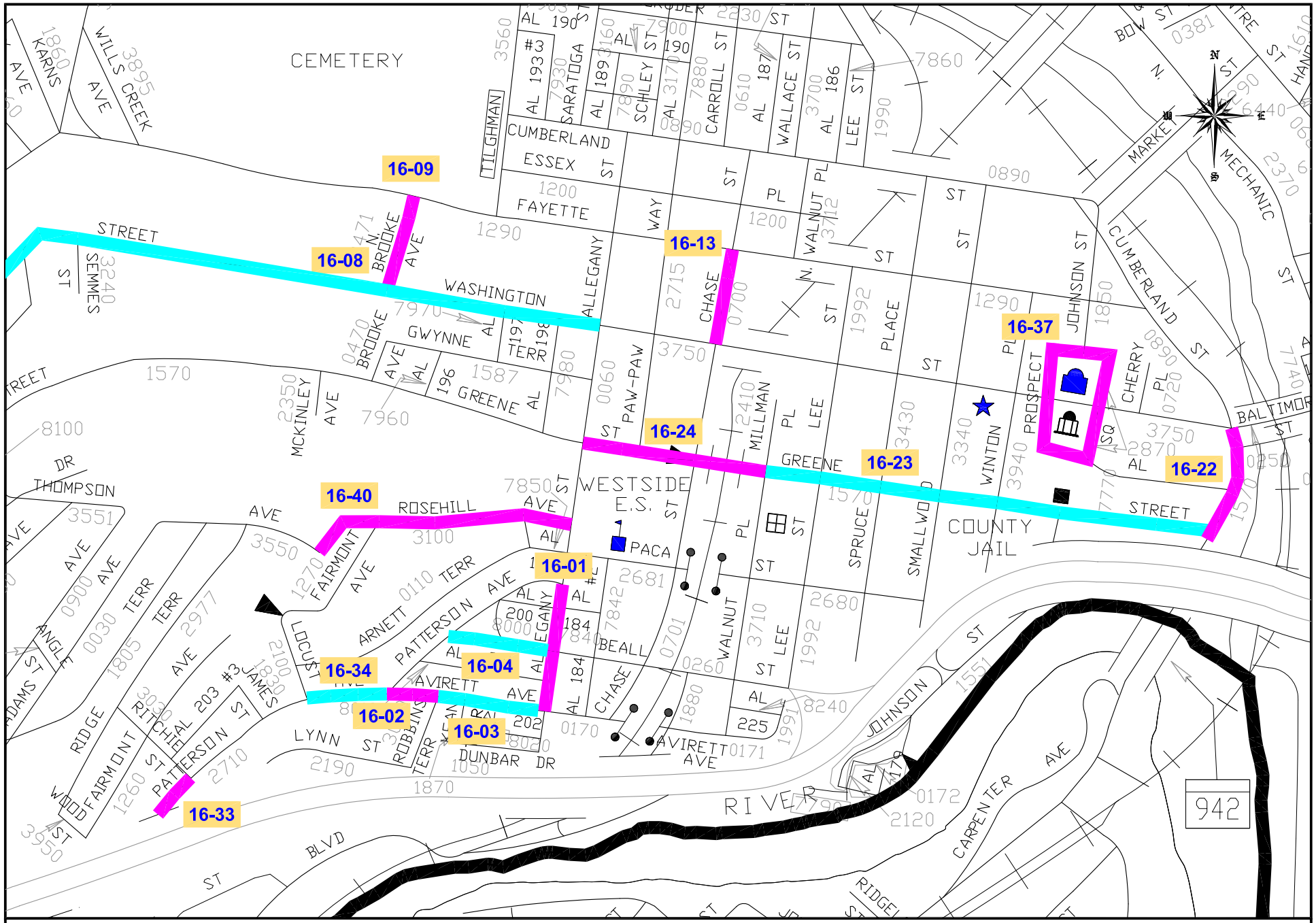
Scale: 1" = 500'



2016 City of Cumberland Street Improvement Report Location Map

Sheet 3 of 9

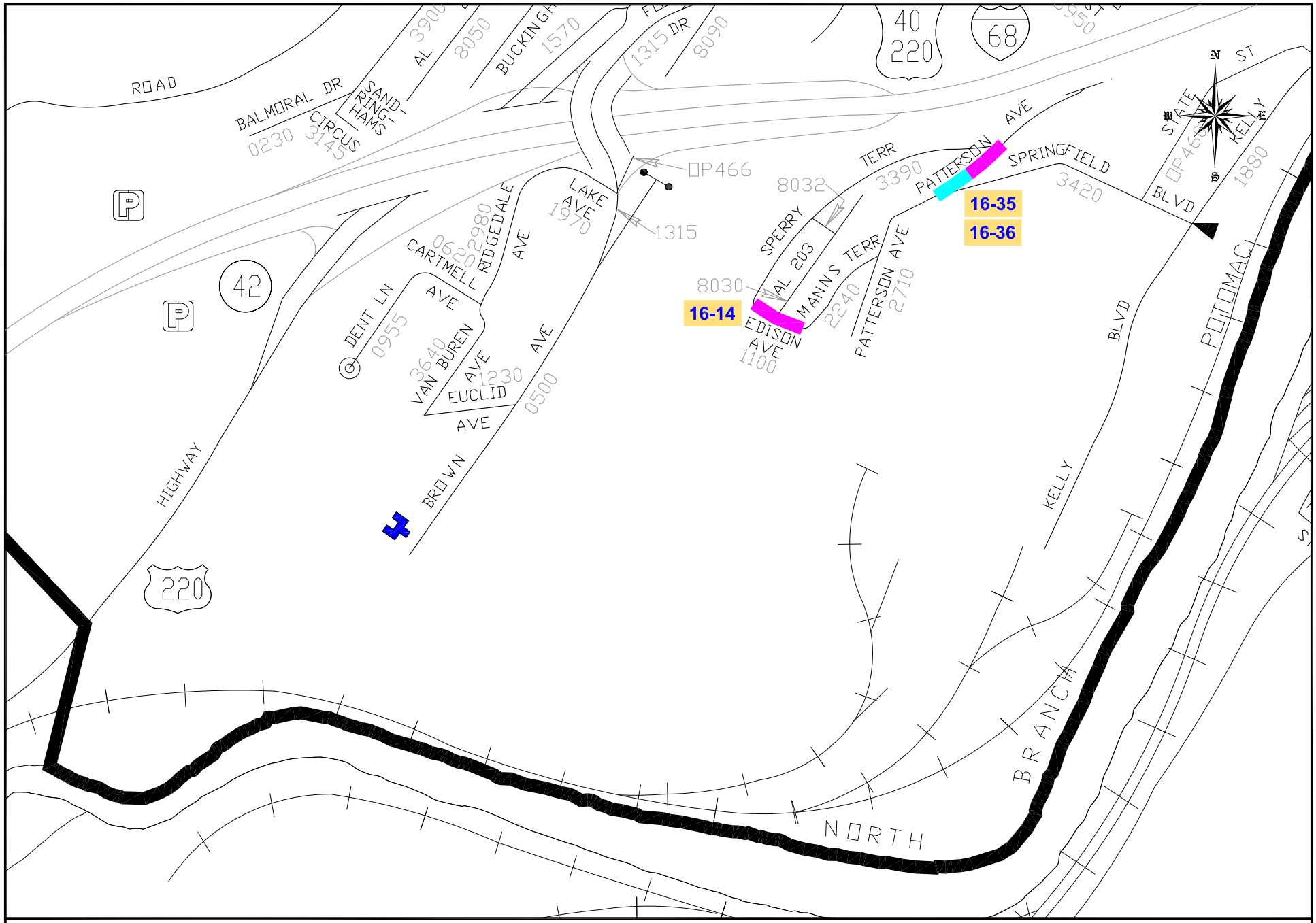
Scale: 1" = 500'



2016 City of Cumberland Street Improvement Report Location Map

Sheet 4 of 9

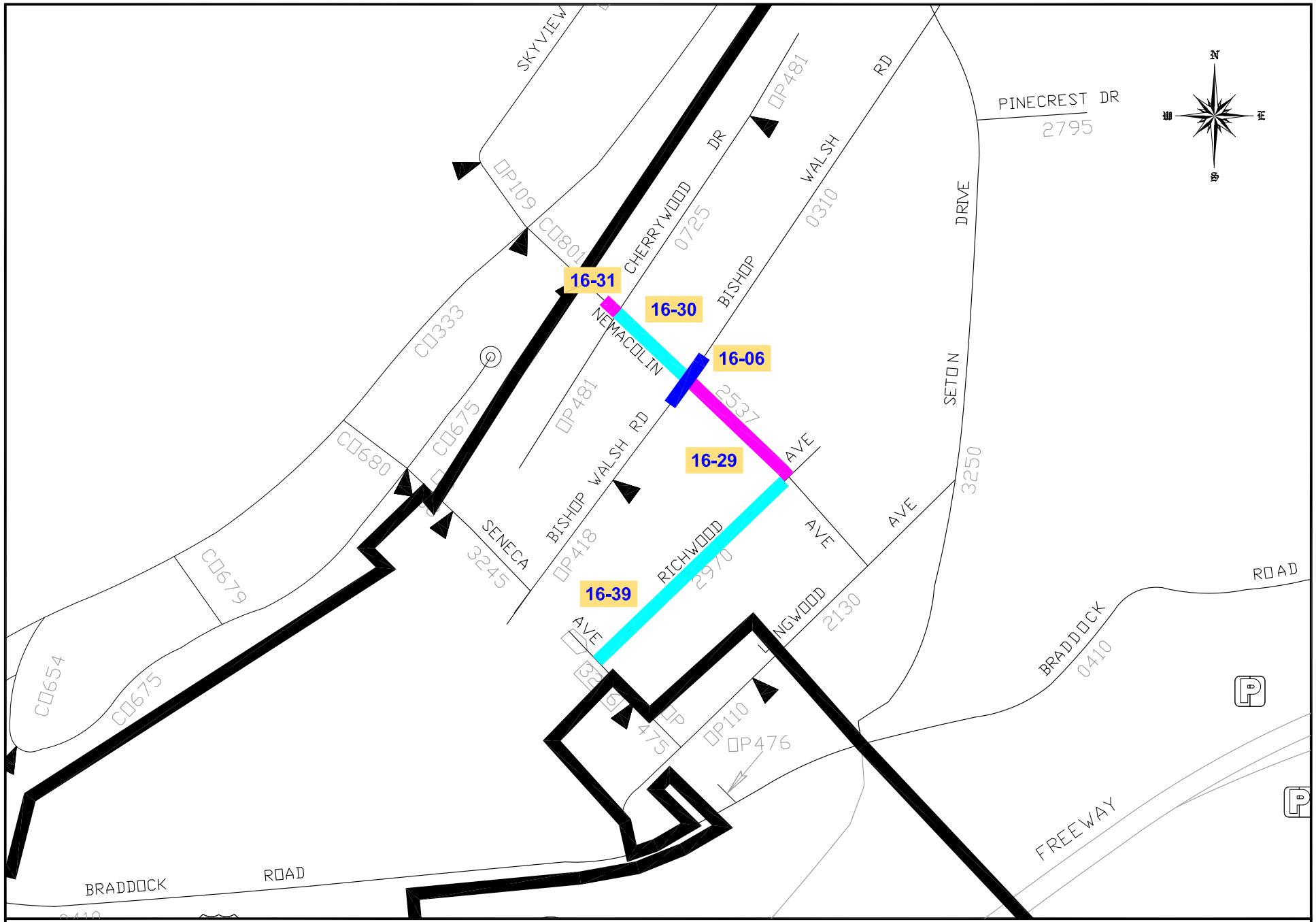
Scale: 1" = 500'



2016 City of Cumberland Street Improvement Report Location Map

Sheet 5 of 9

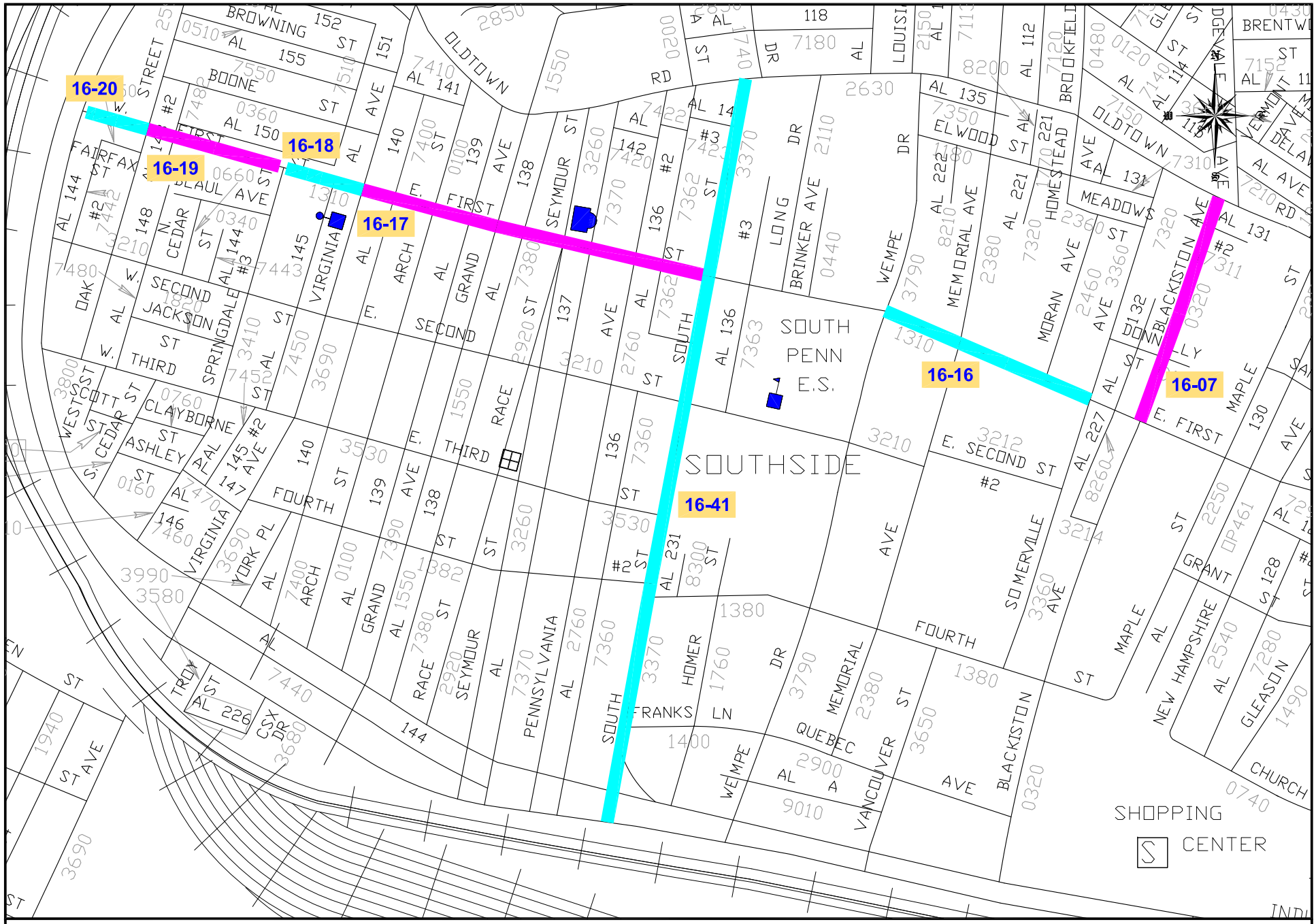
Scale: 1" = 500'



2016 City of Cumberland Street Improvement Report Location Map

Sheet 6 of 9

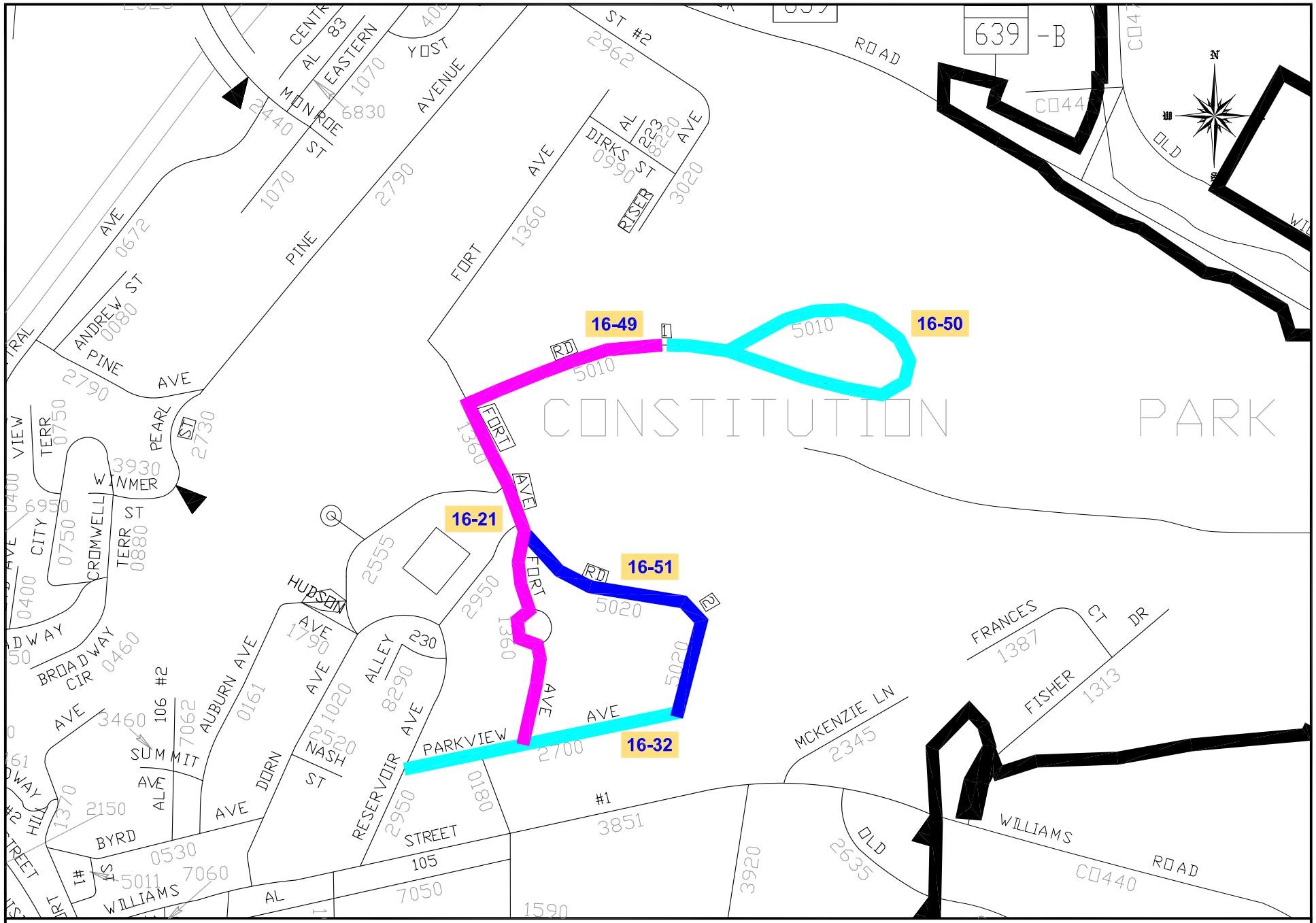
Scale: 1" = 500'



2016 City of Cumberland Street Improvement Report Location Map

Sheet 7 of 9

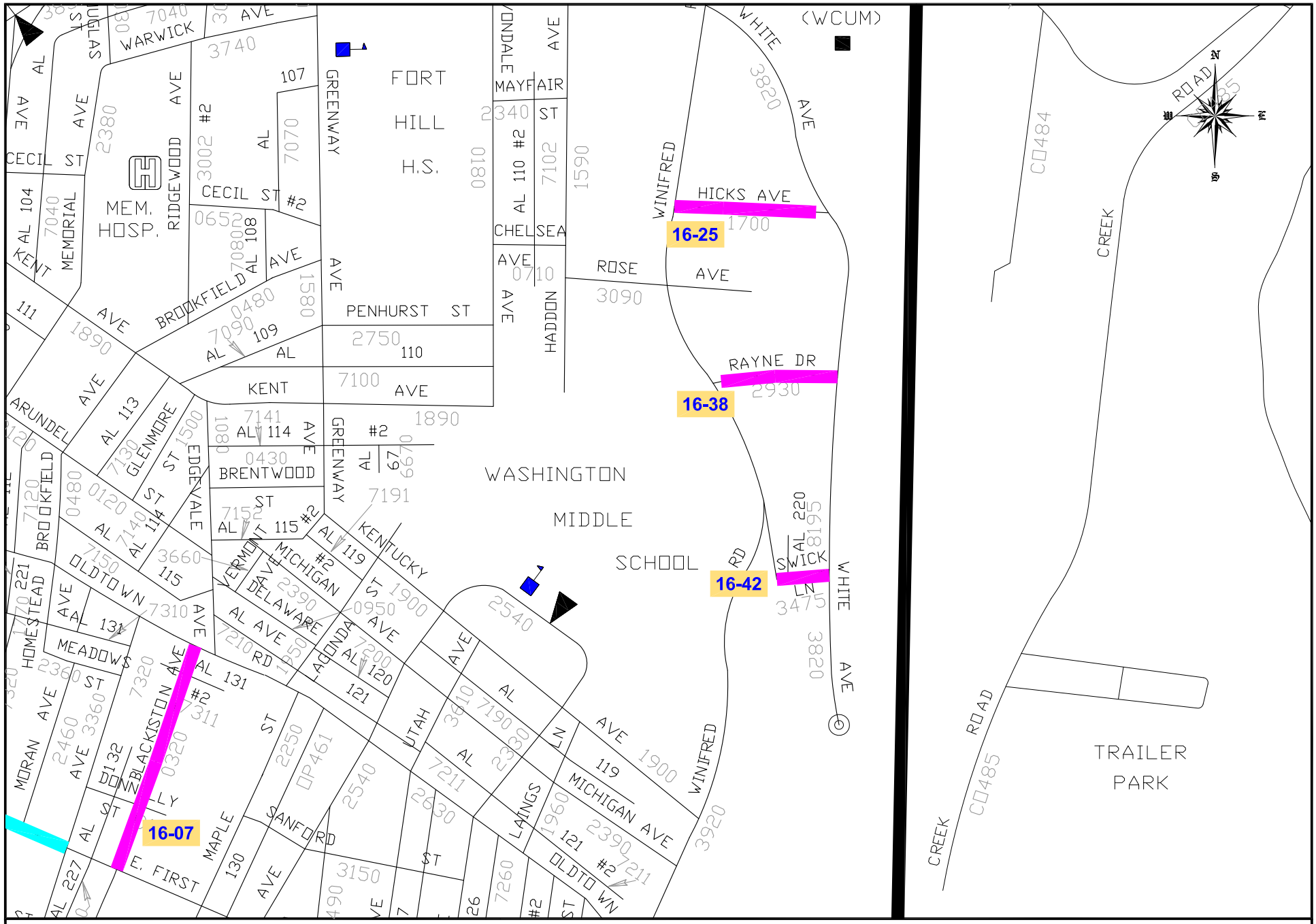
Scale: 1" = 500'



2016 City of Cumberland Street Improvement Report Location Map

Sheet 8 of 9

Scale: 1" = 500'



2016 City of Cumberland Street Improvement Report Location Map

Sheet 9 of 9

Scale: 1" = 500'

Regular Council Agenda
February 21, 2017

Description
Street Improvement Report for Calendar Year 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

2015 Allegany County
Bridge Inspection Reports
City of Cumberland
February 16, 2017
Summary By Engineering Department

Feb. 15, 2017									
BRIDGE NUMBER	**BRIDGE NAME**	**OVERALL RATING**	**CURRENT POSTING SINGLE/COMBINED**	**RECOMMENDED POSTING SINGLE/COMBINED**	**Year Built**	**Year of last Renovation**	**ESTIMATED REPAIR COST CITY**	**ESTIMATED REPAIR COST CSX**	**Comments**
A-C-01	John J. McMullen	Satisfactory	50,000/74,000	None	1977	N/A	$ 49,490.00		Pedestrian fence has been repaired since the bridge was inspected. The cost estimate for repair is low. The concrete spall and delamination should be repaired, but it is critical that the roadway compression joint be replaced, or the concrete will continue to deteriorate. Hope to get an engineering contract completed to better define this work and then get repairs by piggy backing on an SHA contract. I believe engineering and repairs will be in the $150,000 range.
A-C-02	Henderson Ave.	Fair	42,000/72,000	None	1932	1989	$ 890,000.00		The rocker bearings at the West Abutment of the truss span have been mentioned in many previous reports, but were replaced in 2011 at a cost of $294,595.00. Of the $890,000 estimated for recommended work, painting the truss is the most expensive at $800,000. This work needs to be added to our CIP.
A-C-03	Valley St.	Good	Not Posted	No Posting Needed	1955	1996	$ 62,930.00		See page 13 for estimate.
A-C-04	Market St./Wills Creek	Satisfactory	Not Posted	No Posting Needed	1954	1984	$ 15,715.00		See page 12 for estimate.
A-C-05	Market St./WMSR	Good	None	None	1928	1999	$ 14,645.00		See page 12 for estimate.
A-C-06	Baltimore St.	Fair	None	None	1956	N/A	$ 227,000.00		Although this report did not recommend it, former reports have indicated that the deck should be replaced and the steel repainted. This project is on our TIP list, but with the current ratings may not qualify for Federal Bridge Funds. This work will have to be done in the future, but we may be able to extend the use of the correct deck a little. I can't explain how the bride got better, except that it was paved and may just look better. The joint was also repaired, but that repair was temporary at best.
A-C-10	Marion Street	Satisfactory	None	None	1968	2008	$ 26,000.00		The City has had maintenance responsibility for this bridge since it was built, but the City took over ownership of the bridge to acquire grant funding in 2008 before the last rehab. project.
A-C-07 (CSX)	Washington St. own CS	Critical	8,000	8,000	1930	*	$ -	$2,500,000.00	Total bridge replacement or closing the bridge to traffic is required in the near future. Discussion with CSX are underway, but so far there has been no real progress. ***
A-C-08 (CSX)	Fayette St. on CSXT	Fair	21,000/27,000	21,000/27,000	1929	2005	$ -	$ 560,900.00	See pages 15 and 16 for estimate. ***
A-C-09 (CSX)	Cumberland St/CSX	Poor	11,000/20,000	11,000/20,000	1885	**		$ 357,775.00	See Page 17 for estimate. ***
							$ 1,285,780.00	**$3,418,675.00**	

* Washington Street Bridge was renovated after it was hit by a high train. Not sure of the date.
** Cumberland Street has been repaired by CSX, but not sure of the date.
*** All three CSX Bridges are recommended to be inspected annually. For 2017 we have been working with Allegany County to have the inspections done and with CSX to provide the flagmen at no cost to County or City. Inspections were done in 2015-16, the reports were submitted to the City on January 2017.

Regular Council Agenda
February 21, 2017

Description

2015 Allegany County Bridge Inspection Reports as summarized by the Engineering Department

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CUMBERLAND
SHADE TREE
COMMISSION

December 31, 2016

Dear Mayor and City Council,

Attached is the Annual Report for the year 2016 pertaining to the maintenance of the forest resources within the City of Cumberland

If you have any questions or require any additional information, please feel free to contact me at (301) 759-6607 or paul.eriksson@cumberlandmd.gov.

Sincerely,

Paul T. Eriksson
Natural Resources Specialist

Cc: Jeffrey Rhodes, City Administrator
John DiFonzo, Director of Engineering
David Curry, Public Services Superintendent
Brooke Cassell, Street and Parks Maintenance Director
Shade Tree Commission Members
Becky Wilson, Western Urban and Community Forester, MD DNR Forest Service
Dan Hedderick, Allegany Project, MD DNR Forest Service

SHADE TREE COMMISSION REPORT

The Cumberland Shade Tree Commission met 9 times in 2016 (January, February, March, April, May, August, September, November, and December). Most of the meetings lasted approximately an hour. Two commissioners were reappointed (Conklin and Mallow) and one new commissioner was appointed to the Shade Tree Commission, Jakki Hyatt.

As has been the case in the past, our major project was the Arbor Day Festival at Constitution Park on April 28, 2016. Other projects that the Commission participated in are detailed in this report.

The Commission continues to work with partners such as the Maryland Department of Natural Resources Forest Service, the Allegany County Forestry Board and Let's Beautify Cumberland to raise awareness of tree or shrub issues that arise.

The Commission appreciates the opportunity to report on its activities for 2016.

TREE PLANTING PROGRAM

Sites used for tree planting are identified by staff or are requested by an adjoining property owner. City staff review the planting site to determine the size of the planting material that could be planted and recommend a species that would be suitable for planting. Most trees are in the 1 1/2 inch to 2 1/2 inch caliper range. Tree species selected are put into three categories: Trees that get large at maturity (greater than 45 feet), medium at maturity (25 to 45 feet in height) and small at maturity (10 to 25 feet). Plants that reach a maximum height of less than 10 feet are classified as shrubs and not subject to the same height regulations as trees. To share in the ownership of the tree, the adjacent property owner can select from species recommended or chose a tree that is appropriate for the planting site.

Large caliper bare root trees, containerized trees as well as ball and burlap planting stock are used. Trees are purchased from local as well as wholesale nurseries throughout the Mid-Atlantic region. Plantings were carried out by city staff, volunteers, and the Maryland Conservation Corps (MCC). The MCC crews as well as the volunteers are given instruction on planting techniques. Prior to each planting Miss Utility was contacted to mark utilities at each planting site; this allows time to make any necessary adjustments in the final tree planting location.

During the spring and fall 2016 planting seasons, 39 trees were planted along Cumberland's streets and on publicly owned properties.

Arbor Day was held on April 28, 2016 at Constitution Park. Pavilion 2 was used because there was a slight chance of precipitation. Two schools attended, Lighthouse Christian Academy and the Bishop Walsh School. Redbud seedlings were distributed to the schools to give to the children that attended. One shingle oak was planted near the pavilion. Two swamp white oaks and two burr oaks were also planted with the assistance of the Jefferson School students.

Our other foci included implementing projects that were recommended in the strategic plan (adopted in 2011) for increasing tree canopy.

We used trees grown at the Western Correctional Institute (WCI) for giving to community groups to encourage tree planting in local cemeteries and other areas. The trees are also given away at events such as Heritage Days, the Let's Beautify Cumberland plant sale, and of course, Arbor Day.

Initial tree maintenance is conducted by the City personnel one year after planting. During the period from December to March, City of Cumberland personnel remove stakes from trees planted previous years, inspect each tree, and give the trees an initial training pruning.

PROJECT COSTS

Spring/Fall 2016 (39 Trees)	$ 4,852.00
Additional Tree Planting Opportunities	$ 0.00
Materials (Mulch, Stakes, Shovels, etc.)	$ 0.00
TREE PLANTING TOTAL	$ 4,852.00

TREE MAINTENANCE PROGRAM

City personnel, at the receipt of either a complaint or a request, evaluate trees to determine if a tree risk condition exists that needs mitigation. An effort is made to correct a risk condition by pruning but, in most cases, the tree has deteriorated to a point beyond simple pruning. City crews remove trees that are not beyond available equipment. It is hoped that an aerial lift can be purchased in the future to care for taller trees. The City of Cumberland also has contracted the removal of high to extreme risk trees, using both contractors directly available to the City as well as contractors working for the various utilities that service the region. A total of 17 trees were removed by contractors. Three (3) trees were removed by a contractor for Potomac Edison. Finally, a total of 15 trees were removed by City crews.

An effort is also made to attend to the needs of trees in parks and on other City owned properties.

Tree removal by City crews creates stumps. Stumps are removed for several reasons. They include erasing a visual unsightly mess, facilitating tree planting to mitigate the loss of a shade tree, and removing a liability for the adjoining property owner and the City. If the adjoining property owner does not wish to replant a tree, a waver can be obtained. Contractors removed 12 stumps.

The maintenance program established during 1997 required the City to prune newly planted trees every other year for the first six years. The purpose of this was to improve the branching pattern in an attempt to reduce future maintenance needs and extend the useful life of the tree. Unfortunately, staff has gotten away from this ideal and is trying to get this pruning back onto the schedule Adjoining property owners are encouraged to contact local arborist/tree care companies, or City staff for future maintenance recommendations. Contractors prune trees that are beyond the capability of the City. City personnel also pruned trees that needed crown or stem adjustment. A total of 7 trees were pruned by contractors. Five (5) other trees were pruned by a contractor to remove damage following a storm in June. An additional 86 trees were pruned by City crews or by the Maryland Conservation Corps working with the City's Natural Resources Specialist.

The maintenance program also monitors for disease and insect problems.

More emerald ash borer (EAB) infested trees were found in Constitution Park. The Street Department assisted the Park and Recreation Department to remove an ash tree in Constitution Park for EAB (Agrilus planipennis). The trees were cut down in November of 2016. Ash tree can be treated using a pesticide (Emamectin benzoate) that the City has used in the past, but most of the ash trees in the park have succumbed to the insect infestation. The stumps from felled trees will be removed by either backhoe or by grinding.

Ash street trees were also affected by EAB. Treatments of a pesticide (Emamectin benzoate) was made on 6 street trees that were ashes this year. This upcoming year will see continued treatment of some ash trees that were initially treated in 2015 and removal of other ash trees around the City. Future application of the pesticide will need to be made on those trees to be retained and has helped with staggering the removal cost of the ash trees along City right-of-ways. City staff continues to work with cooperating county, state, and federal agencies to monitor for this and other exotic pests that could potentially attack trees in the parks and along the streets and cause considerable damage.

PROJECT COSTS

TREE PRUNING	$ 6,196.80
TREE REMOVAL	$ 31,680.00
STUMP REMOVAL	$ 4,750.00
OTHER TREE CARE	$ 1,140.00
EQUIPMENT PURCHASES	$ 1,121.13
TREE MAINTENANCE TOTAL	$ 44,887.93

RECYCLING

City crews spend five weeks in the fall gathering leaves along Cumberland's streets. The project intent is to reduce the amount of leaves that flow in to the storm sewer system causing blockages. The project has been successful in reducing the number of man-hours spent unclogging the sewer system and at the same time recycling a respectable volume of leaves. Property owners are asked to participate by raking the leaves from their yards to the curb to be collected. A total of 70 tons of leaves were collected and taken to the county recycling center.

The contractor that the City uses does not collect Christmas trees as was done in the past. The City of Cumberland Christmas trees from 2013 and 2014 were cut into boards (approximately 6 (1 inch x 5 inch boards) and 7 (1 inch x 4 inch boards). The boards are to be made into holiday gifts by a local vendor and the income from the sale of the gifts will be going into the Shade Tree Donations fund to help with the purchase of trees for future planting.

Most of the brush gathered during pruning work or tree removal goes to the county's compost site at Mexico Farms. It is estimated that approximately 120 cubic yards of brush (3240 cubic feet or a cube that is about 14.8 feet by 14.8 feet by 14.8 feet.) created from pruning and tree removal was taken to the county compost site. Material that is larger than 6 inches diameter is often set aside for firewood. Material that is not used for firewood gets put into a landfill or disposed of by other means. An Alaskan saw mill set up was purchased this year. It is hoped that this can create lumber from removed trees to be used by local wood workers. Staff continually look for ways to get this unwanted material used so that it does not end up in the county's waste stream.

LEAF COLLECTION COSTS	
City Employees and Equipment (Estimate)	$ 40,000.00
RECYCLING TOTAL	$ 40,000.00

PLANNING AND EDUCATION

The Commission and staff see planning as a great tool, especially in identifying communities within the city limits that could benefit from additional tree establishment and care. A strategic plan was adopted to create some short term but mostly long term goals to work toward. A short term goal was to develop an inventory of road side trees, including identifying low risk, high risk, or extreme risk trees. This was accomplished in 2013. The next step would be an analysis of the inventory data. Following the inventory and analysis, the next step would be to update the Community Forestry Plan (the resource management plan), which has not been updated since 1995. The update would identify activities that should be included on an annual work plan as well as give a picture on a smaller scale of how neighborhoods could maintain or improve their tree canopy.

The Commission feels that training and learning are valuable tools in the maintenance of credentials and specifications for tree care. Commissioners did attend a workshop in 2016 in Mercersburg, PA. Staff attended the following: Alleghany Society of American Foresters meeting in Baltimore, MD; pesticide recertification training by Maryland Department of Natural Resources in Keedysville, MD; pesticide recertification training by West Virginia Extension in Romney, WV; the Potomac Watershed Partnership Winter Information Exchange in Jefferson, MD; Bartlett Plant Health Seminar in Mercersburg, PA; a shade tree board workshop in Greenburg, PA; various internet based trainings from organizations such as Pennsylvania State University. Staff has maintained certifications for Maryland fertilizer applicators license, International Society of Arboriculture Certified Arborist program, pesticide applicators licenses for both Maryland and West Virginia, as well as the required permits for Maryland Roadside Tree law compliance.

COSTS (Training, Software, etc)	$	450.66
CONTRACTUAL COSTS (Inventory, Analysis, etc)	$	0.00
OTHER COSTS (Books and Promotional Materials)	$	0.00
PLANNING TOTAL	$	450.66

REVENUES

The City of Cumberland funds the Shade Tree Program from the Special Purpose Funds. The amount requested for Fiscal Year (FY) 2016 was $77,120 and for FY 2017 was $107,400. Because of overall revenue issues the Shade Tree Program received an allocation of $75,293 for FY 2017. Gifts and donations are also given on occasion to the Shade Tree program which is used towards tree purchases. Grants are usually used to fund specific projects.

Appendix A
Trees Removed, Pruned, or Planted in 2016

Removed:

Location	Roadside Tree?	Species	Contractor?	When Done?
122 Blackiston Ave	No	Cherry/16 inch	Contractor	10-Mar-16
554 Winifred Road	Yes	Siberian Elm/ 3 inch	City of Cumberland	14-Jan-16
125 New Hampshire Ave	No	White Mulberry/6 ; 6	City of Cumberland	23-Dec-15
215 Bowen St	No	Leyland Cypress/ 6;6;6;6	City of Cumberland	29-Dec-15
12 Roberts St	Yes	Ornamental Cherry/4	City of Cumberland	23-Dec-15
507 Williams St	Yes	Redbud/5	City of Cumberland	3-Mar-16
305 Washington St	Yes	Norway Maple/18	Contractor	Dec 2016
115 Elizabeth St	Yes	Box Elder/16	Contractor	7-Apr-16
418 Warwick Ave	Yes	Ash/18	Contractor	June 2016
440 Williams St	Yes	Silver Maple/24	Potomac Edison/Asplundh	26-Jul-16
631 Brookfield Ave	Yes	Sycamore/ 20	Contractor	Dec 2016
517 City View Terrace	No	Norway Maple	Contractor	Dec 2016
526 Lowell St	Yes	Red maple / ?	Contractor	Dec 2016
860 Gephart Dr	Yes	Ash/? (18 inch+)	Contractor	Dec 2016
800 Bedford St	Yes	Hemlock/18 inch	Potomac Edison/Asplundh	12-Apr-16
622 Washington St	Yes	Norway Maple/14 inch	Contractor	2-Jun-16
911 Brown Ave	No	Ash / 26+	Contractor	Dec 2016
20 Bedford St	Yes	Flowering Cherry	City of Cumberland	28-Jul-16
20 Bedford St	No	Flowering Cherry	City of Cumberland	Aug 2016
124 Reynolds St	Yes	Norway Maple	Potomac Edison/Asplundh	26-Jul-16
708 Fayette St	Yes	Flowering Cherry	City of Cumberland	28-Jul-16
419 Grand Ave	Yes	Serviceberry	City of Cumberland	Dec 2016
424 Grand Ave	Yes	Magnolia	City of Cumberland	Dec 2016
517 Greene St	Yes	Norway maple	Contractor	Dec 2016
251 Mechanic St	No	Zelkova/14	Contractor	Dec 2016
616 Hilltop Drive	Yes	Norway Maple/?	Contractor	Dec 2016
Bow at Queen City Dr	Yes	Zelkova/?	Contractor	Dec 2016
121 South Centre St	No	Scarlet Oak	Contractor	Dec 2016
213 Washington St	Yes	Maple/?	Contractor	Dec 2016
504 Magruder St	Yes	Maple/?	Contractor	Dec 2016
713 Louisiana Ave	Yes	Bradford pear/6	City of Cumberland	30-Aug-16
225 Grand Ave	Yes	Cherry/6 inch	City of Cumberland	6-Oct-16
1031 Frederick St	Yes	Flowering Cherry	City of Cumberland	28 Oct 2016
323 Cumberland St	Yes	Flowering Cherry	City of Cumberland	11-Oct-16
201 Washington St	Yes	Serviceberry	City of Cumberland	22-Nov-16

Pruning:

Street	Number	Species	Road Side Tree?	When Pruned?
Oldtown Road	305	Crabapple	Yes	14-Jan-16
Frederick St	122	Elms, Hackberry, Norway Maple, Ailanthus (8Trees)	Yes	14-Jan-16
North Centre St	246	Zelkovas	Yes	7-Jul-16
North Mechanic St	251	Zelkovas	Yes	7-Jul-16
Virginia Ave	801	Bradford Pear	Yes	20-Jun-16
Virginia Ave	801	Bradford Pear	Yes	20-Jun-16
Virginia Ave	801	Bradford Pear	Yes	20-Jun-16
Virginia Ave	801	Bradford Pear	Yes	20-Jun-16
Virginia Ave	801	Bradford Pear	Yes	20-Jun-16
Virginia Ave	801	Bradford Pear	Yes	20-Jun-16
Virginia Ave	801	Bradford Pear	Yes	20-Jun-16
Virginia Ave	801	Bradford Pear	Yes	20-Jun-16
Virginia Ave	823	Goldenrain	Yes	20-Jun-16
Virginia Ave	909	Red Maple	Yes	20-Jun-16
Virginia Ave	909	Red Maple	Yes	20-Jun-16
Virginia Ave	1013	Flowering Cherry	Yes	20-Jun-16
Piedmont Ave	804	Unknown	Yes	1-Jul-16
Baltimore St (Downtown Mall)		Various (15 Trees)	Yes	8-Jun-16
Liberty St (Parking lot)		Crabapple (4 Trees)	No	9-Jun-16
Gephart	738	Crabapple	Yes	26-Jul-16
Buckingham	810	Flowering Cherry	Yes	26-Jul-16
North Liberty St	57	Japanese Maple	No	27-Jul-16
North Liberty St	57	European Birch	No	27-Jul-16
Fayette St	700	Flowering Cherry	Yes	28-Jul-16
Fayette St	708	Flowering Cherry	Yes	28-Jul-16
Grand Ave	114	Crabapple	Yes	19-Aug-16
Grand Ave	419	Serviceberry	Yes	19-Aug-16
Mary St	221	Flowering Cherry	Yes	19-Aug-16
Columbia St	209	Flowering Cherry	Yes	31-Aug-16
Prospect Square	29	Sugar Maple	Yes	24-Oct-16
Mass. Ave	14	Flowering Cherry	Yes	21-Sep-16

Willmont Ave	123	Flowering Cherry	Yes	13-Oct-16
Grand Ave	208	Flowering Cherry	Yes	6-Oct-16
Washington St	308	Flowering Cherry	Yes	22-Nov-16
Washington St	308	Flowering Cherry	Yes	22-Nov-16
Washington St	309	Sycamore	Yes	22-Nov-16
Washington St	309	Honeylocust	Yes	22-Nov-16
Washington St	305	Maple	Yes	22-Nov-16
Washington St	306	Serviceberry	Yes	22-Nov-16
Washington St	300	Red Maple	Yes	22-Nov-16
Washington St	301	Elm	Yes	22-Nov-16
Washington St	224	Flowering Cherry	Yes	22-Nov-16
Washington St	222	Linden	Yes	22-Nov-16
Washington St	217	Bradford Pear	Yes	22-Nov-16
Washington St	217	Bradford Pear	Yes	22-Nov-16
Washington St	217	Bradford Pear	Yes	22-Nov-16
Washington St	218	Flowering Cherry	Yes	22-Nov-16
Greene St	736	Flowering Cherry	Yes	22-Nov-16
Greene St	736	Flowering Cherry	Yes	22-Nov-16
Greenway Ave		Redbud	Yes	15-Oct-16
Greenway Ave		Redbud	Yes	15-Oct-16
Greenway Ave		Magnolia	Yes	15-Oct-16
Greenway Ave		Redbud	Yes	15-Oct-16
Greenway Ave		Redbud	Yes	15-Oct-16
Greenway Ave		Serviceberry	Yes	15-Oct-16
Kent Ave	1000	Redbud	Yes	15-Oct-16
Kent Ave	930	Hawthorn	Yes	15-Oct-16
Kent Ave	924	Serviceberry	Yes	15-Oct-16
Gephart Dr	700	Bradford Pear	Yes	22-Nov-16

Planted:

Street	Address	Roadside Tree?	Species	When Planted?
Virginia Ave	801	Yes	Ivory Pillar Lilac	25-Apr-16
Virginia Ave	801	Yes	Ivory Pillar Lilac	25-Apr-16
Virginia Ave	801	Yes	Ivory Pillar Lilac	25-Apr-16
Virginia Ave	801	Yes	Redbud	25-Apr-16
Virginia Ave	801	Yes	Redbud	25-Apr-16
Virginia Ave	801	Yes	Redbud	25-Apr-16
Virginia Ave	801	Yes	Redbud	25-Apr-16
Virginia Ave	801	Yes	Princess Diana Amelanchier	25-Apr-16

Virginia Ave	801	Yes	Princess Diana Amelanchier	25-Apr-16
Virginia Ave	801	Yes	Princess Diana Amelanchier	25-Apr-16
Fairfax St	206	Yes	Redbud	26-Apr-16
Fairfax St	203	Yes	Redbud	26-Apr-16
Oldtown Rd	808	Yes	Redbud	26-Apr-16
Chase St	210	(Paca St) Yes	Redbud	26-Apr-16
Chase St	210	(Paca St) Yes	Redbud	26-Apr-16
Chase St	210	(Paca St) Yes	Ivory Silk Lilac	26-Apr-16
BuckinghamRd	822	Yes	Yoshino Cherry	26-Apr-16
Buckingham Rd	822	Yes	Yoshino Cherry	26-Apr-16
West Potomac St	5	Yes	Redbud	26-Apr-16
Maryland Ave	538	(Williams St) Yes	Smaragd Arborvitae	26-Apr-16
Maryland Ave	538	(Williams St) Yes	Smaragd Arborvitae	26-Apr-16
Constitution Park		No	Swamp White Oak	29-Apr-16
Constitution Park		No	Swamp White Oak	29-Apr-16
Constitution Park		No	Burr Oak	29-Apr-16
Constitution Park		No	Burr Oak	29-Apr-16
Constitution Park		No	Shingle Oak	28-Apr-16
Constitution Park		No	Hophornbeam (Ostrya sp.)	10-Jun-16
Ridgedale Park		No	Ivory Silk Lilac	10-Jun-16
Ridgedale Park		No	Ivory Silk Lilac	10-Jun-16
South St	314	Yes	Ivory Silk Lilac	26-May-16
Hilltop Dr	801	Yes	Pallisade American Hornbeam	26-May-16
Hilltop Dr	817	Yes	Pallisade American Hornbeam	26-May-16
Columbia St	114	Yes	Snow Goose Cherry	27-May-16
Columbia St	237	Yes	Ivory Silk Lilac	31-May-16
Columbia Ave	539	Yes	Trident Maple	31-May-16
Gephard Dr	807	Yes	Ivory Silk Lilac	22-Jun-16
Constitution Park		(By Restroom by Pavilion 5/6) No	Linden/Basswood	15-Nov-16
Constitution Park		(By Restroom by Pavilion 5/6) No	Linden/Basswood	15-Nov-16
Constitution Park		(By Restroom by Pavilion 5/6) No	Linden/Basswood	15-Nov-16

Stump Removal:

Location	Roadside Tree?	Contractor	When Done	Comments
20 Bedford St	Yes	Rick's Stump Removal	Mar-16	By crosswalk by City Hall
25 Roberts St	Yes	Rick's Stump Removal	Mar-16	
123 East Mary St	Yes	Rick's Stump Removal	Mar-16	
12 Roberts St	Yes	Rick's Stump Removal	Mar-16	
457 Williams St	Yes	Rick's Stump Removal	Mar-16	2 Stumps
1100 Michigan Ave	(on Utah St)Yes	Rick's Stump Removal	Mar-16	
13 Pennsylvania Ave	Yes	Rick's Stump Removal	Mar-16	
801 Virginia Ave	Yes	Rick's Stump Removal	July 2016	2 stumps
507 Williams St	Yes	Rick's Stump Removal	July 2016	1 Stump
509 Williams St	Yes	Rick's Stump Removal	July 2016	2 stumps
118 Grand Ave	Yes	Rick's Stump Removal	July 2016	1 Stump
20 Bedford St	No	Rick's Stump Removal	Mar-16	1 Stump
727 Sylvan Ave	(on Holland St) No	Rick's Stump Removal	1-Sep-16	Private tree pushing up street gutter

Other Actions:

Activity	Location	When Done?	By Whom?	What?
EAB Treatment	502 Industrial Blvd	1-Jul-16	Bartlett Tree	2 ash trees on South St treated with Emamectin Benzoate
EAB Treatment	705 Louisiana Ave	1-Jul-16	Bartlett Tree	1 ash tree treated with Ema. Benzoate
EAB Treatment	220 Washington St	1-Jul-16	Bartlett Tree	1 ash tree treated with Ema. Benzoate
EAB Treatment	533 Cumberland St	1-Jul-16	Bartlett Tree	1 ash tree treated with Ema. Benzoate
Cut Stump Lower	Wash HQ	13-Jul-16	City	Cherry stumps at Washington HQ cut flush with ground
Cut Stump Lower	Wash HQ	13-Jul-16	City	Cherry stumps at Washington HQ cut flush with ground
Storm Clean up	129 Grand Ave	9-Jun-16	City	1 Buckeye limb came down in wind storm
Tree Fell Down	100 Johnson St	21-May-16	City	Bradford Pear came down - rot at root collar on Fayette St at Cumberland St
Storm Clean up	308 Mountain View Dr	7-Jun-16	City	Limb came down on catalpa tree
Cut Stump Lower	727 Sylvan Ave	13-Jul-16	City	Elm tree on Holland St buckling gutter
Limb Hit by Garbage Truck	14 Somerset Ave	Sep-16	City	Limb on Black Walnut tree hit by garbage truck. Not a street tree.
Disease on Cherry Tree	713 Louisiana Ave	27-Aug-16	City	Cherry on Louisiana had severe die back and other signs of disease. Sent pics to extension and was diagnosed as a fungal disease
Fix Lawn	405 Caroline St	Nov 2016; Aug 2016	City	Property owner wants ruts fixed where trucks parked doing pruning work
Storm Clean up	100 Johnson St	1-Nov-16	City	Bradford Pear limbs came off trees in storm 28 Oct 2016

Storm Clean up	814 Stewart Ave	10-Aug-16	Beeghly Tree	Storm Damage on Sycamore from 20 July 2016
Storm Clean up	814 Stewart Ave	10-Aug-16	Beeghly Tree	Storm Damage on Sycamore from 20 July 2016
Storm Clean up	814 Stewart Ave	10-Aug-16	Beeghly Tree	Sycamore tree on Prince Georges St storm damage removed
Storm Clean up	814 Stewart Ave	10-Aug-16	Beeghly Tree	Sycamore tree on Prince Georges St storm damage removed
Storm Clean up	405 Caroline St	10-Aug-16	Beeghly Tree	Remove storm damage from Sycamore
Storm Clean up	817 Hilltop Dr	22-Jul-16	City	Storm Damage on sugar maple on Prince Georges St.
Storm Clean up	900 Hilltop Dr	22-Jul-16	City	Storm Damage on Red maple on Prince Georges St.
Storm Clean up	504 Prince Georges St	22-Jul-16	City	Storm Damage on Golden Rain tree
Storm Clean up	Alley	22-Jul-16	City	Storm damage on Ailanthus behind 53 Boone St
Storm Clean up	508 Talbot St	22-Jul-16	City	Storm damage on red oak

Regular Council Agenda
February 21, 2017

Description
2016 Annual Shade Tree Commission Report

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, February 21, 2017 at 5:00 p.m.

Second Floor Conference Room, City Hall

On Tuesday, February 21, 2017, the Mayor and City Council met in closed session at 5:00 p.m. in the second floor conference room of City Hall to discuss appointments to a Citizen Advisory Commission on organizational wage and benefits, to obtain legal advice regarding the proposed terms of an ordinance to create the commission, and to receive legal advice regarding the terms of a mutual aid agreement for fire and EMS services with Allegany County, Mayland.

Persons in attendance included Mayor Brian Grim via conference phones; Council Members Seth Bernard, David Caporale, Richard Cioni, and Eugene Frazier; City Administrator Jeff Rhodes, City Solicitor Mike Cohen, Donald Dunn, and City Clerk Marjorie Woodring.

On a motion made by Caporale and seconded by Frazier, Council voted 5-0 to close the session. No actions were voted upon and the meeting was adjourned at 6:15 p.m.

Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Sections 3-305 (b) (1) and (7).

David Caporale, President Pro Tem

Entered into the public record on 2/21/18.

Regular Council Agenda
February 21, 2017

Description
Statement of the Closed Meeting held Tuesday, February 21, 2017 at 5:00 p.m.

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL SECTIONS 2-246 TO 2-248 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PERTAINING TO THE ECONOMIC DEVELOPMENT COMMISSION."

WHEREAS, the Economic Development Commission was formed for the general purpose of encouraging and facilitating economic development in the City;

WHEREAS, the Mayor and City Council have contracted with the Cumberland Economic Development Corporation to perform the functions formerly served by the Economic Development Commission; and

WHEREFORE, this ordinance is intended to abrogate the Economic Development Commission and effect its removal from the City Code.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Sections 2-246 to 2-248 of the Code of the City of Cumberland (1991 Edition) be and they are hereby repealed in their entirety.

SECTION 2: AND BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of February, 2017.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Majorie A. Woodring, City Clerk

Regular Council Agenda
February 21, 2017

Description

Ordinance *(2nd & 3rd readings)* - to repeal Sections 2-246 to 2-248 of the City Code thereby eliminating the provisions pertaining to the Economic Development Commission

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO: (1) REPEAL AND REENACT WITH AMENDMENTS SECTION 10-89 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PERTAINING TO THE PREPARATION OF FORMS RELATIVE TO THE ISSUANCE OF CERTAIN LICENSES IN ORDER TO REFLECT NEW PRACTICE IN THAT THE CHIEF OF POLICE WILL NO LONGER BE INVOLVED IN THE LICENSING PROCESS; (2) REPEAL AND REENACT WITH AMENDMENTS SECTION 10-90 OF THE SAID CODE PERTAINING TO MAKING CERTAIN APPLICATIONS IN ORDER TO ADOPT CURRENT PRACTICE; (3) REPEAL SECTION 10-91 OF THE SAID CODE PERTAINING TO AFFIDAVITS OF INTENTION TO CONDUCT PERMANENT BUSINESS AND THE REQUIREMENTS OF BONDS THEREFOR; (4) REPEAL AND REENACT WITH AMENDMENTS SECTION 10-92 OF THE SAID CODE FOR THE PURPOSE OF ABROGATING THE REQUIREMENT THAT A LICENSE BE ISSUED IN ORDER TO CONDUCT CERTAIN COMMERCIAL ACTIVITIES AND RETAIN THE LICENSE REQUIREMENT FOR TEMPORARY BUSINESSES; (5) REPEAL SECTION 10-93 OF THE SAID CODE PERTAINING TO THE DURATION OF LICENSES AND THE PRORATION OF THE LICENSING FEES; (6) REPEAL AND REENACT WITH AMENDMENTS SECTION 10-94 OF SAID CODE PERTAINING TO THE DISPLAY OF LICENSE TAGS IN ORDER TO ADOPT CURRENT PRACTICE; AND (7) REPEAL CHAPTER 10, ARTICLE IV (SECTIONS 10-111 TO 10-159) PERTAINING TO AUTOMATIC AMUSEMENT DEVICES AND ARCADES"

WHEREAS, Section 10-89 of the Code of the City of Cumberland (1991 Edition) provides that either the city clerk of chief of police shall prepare certain forms relative to the issuance of certain licenses and, since the chief of police will no longer be involved in the licensing process as provided for by the changes to the Code effected

by this ordinance, it is appropriate to relieve the chief of those obligations;

WHEREAS, Section 10-90 of the said Code provides that certain applications shall be made to the city clerk who shall present them to the city council and, in that this procedure is inconsistent with current protocols, the requirement that they be submitted to the city council is being eliminated;

WHEREAS, Section 10-92 of the said Code provides that business licenses are required for parking lots, shooting galleries, pawnbrokers, junk dealers, clairvoyants, palmists, fortune tellers, phrenologists and similar businesses, sound trucks, hotels, used car lots, and temporary businesses;

WHEREAS, similarly Sections 10-111 and 10-159 impose licensing fees and other regulations on automatic amusement devices and arcades;

WHEREAS, the revenue realized from the issuance of such licenses ranged from $900.00 to $2,500.00 per year in the five (5) full fiscal years preceding the passage of this Ordinance;

WHEREAS, factoring in the costs of advertising public notice and staff time devoted to the processing of the paperwork required for the issuance of the licenses, the collection of the fees and the follow-up required to collect from tardy payors, the benefit realized by the City in charging and collecting these fees is negligible;

WHEREAS, notwithstanding the foregoing, retaining the license requirement for temporary businesses will enable the City to continue its oversight of temporary commercial ventures, such as holiday-time fireworks stands, as the

Mayor and City Council deem the regulation of such businesses to be in the best interests of the City;

WHEREAS, Section 10-91 is an antiquated provision that is not enforced and is inconsistent with the changes being made to Section 10-92;

WHEREAS, Section 10-93, pertaining to the duration of licenses and the proration of license fees, is no longer required because temporary business licenses will be the only licenses issued under Article III of Chapter 10 of the City Code after the passage of this Ordinance and Section 10-93 is inconsistent with those provisions and the manner in which they have been applied to temporary business licenses;

WHEREAS, Section 10-94, pertaining to the display or license tags, no longer reflects current practice and is being amended accordingly; and

WHEREAS, since Sections 10-111 through 10-159 are antiquated in that there are no arcades in the City and automatic amusement devices are largely located in casinos outside of the City, those provisions need to be repealed.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 10-89 of the Code of the City of Cumberland (1991 Edition) is hereby repealed and reenacted with amendments to read as follows:

> **Sec. 10-89. - Preparation of forms.**
> The city clerk shall prepare suitable applications, permit blanks, license certificates or other forms in order to provide for the practical application and enforcement of this article at the expense of the city.

[A text-edited version of this section is set forth in the Exhibit 1 attached hereto]

SECTION 2: AND BE IT FURTHER ORDAINED, that Section 10-90 of the said City Code is hereby repealed and reenacted with amendments to read as follows:

Sec. 10-90. - Application.

Any person desiring to engage in or conduct any of the businesses or occupations licensed under this article shall make application to the city clerk.

[A text-edited version of this section is set forth in the Exhibit 1 attached hereto]

SECTION 3: AND BE IT FURTHER ORDAINED, that Sections 10-91 and 10-93 of the said City Code are hereby repealed. Sections 10-92 and 10-94 of the said Code are hereby renumbered as Sections 10-91 and 10-93.

SECTION 4: AND BE IT FURTHER ORDAINED, that Section 10-92 (being renumbered as Section 10-91) of the said City Code is repealed and reenacted with amendments to read as follows:

Sec. 10-91. - Fees.

Upon approval of an application for a license required by this article by the city council, the city clerk shall issue licenses upon payment of the following fees:

(1) *Temporary business license.* For temporary businesses for the sale of goods, wares, or merchandise, either wholesale or retail, the fee shall be three hundred seventy-five dollars ($375.00). Such licenses shall be effective for a period of two (2) months from the date of their issuance and may be renewed for two (2) like periods thereafter upon payment of an additional fee of three hundred seventy-five dollars ($375.00) per period, said licenses to be effective for a total duration of no more than six (6) months. For

the purposes of this subsection, a temporary business is a business wherein the proprietor is not the owner of the building or premises upon which such business is conducted and has a lease for a term of less than one (1) year.

[A text-edited version of this section is set forth in the Exhibit 1 attached hereto]

SECTION 5: AND BE IT FURTHER ORDAINED, that Section 10-94 (being renumbered as Section 10-92) of the said City Code is repealed and reenacted with amendments to read as follows:

Sec. 10-92. - Display of license tags.

Any person who is required to pay a license fee to the city and who has received from the city a license as evidence of such payment shall display such license at all times in a prominent place.

[A text-edited version of this section is set forth in the Exhibit 1 attached hereto]

SECTION 6: AND BE IT FURTHER ORDAINED, that Chapter 10, Article IV (Sections 10-111 TO 10-159) of the said City Code is hereby repealed.

SECTION 7: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of _____, 2017.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

EXHIBIT 1

Sec. 10-89. - Preparation of forms.

The city clerk ~~or the chief of police~~ shall prepare suitable applications, permit blanks, license certificates or other forms in order to provide for the practical application and enforcement of this article at the expense of the city.

Sec. 10-90. - Application.

Any person desiring to engage in or conduct any of the businesses or occupations licensed under this article shall make application to the city clerk~~, who shall submit such application at the earliest possible time to the city council~~.

Sec. ~~10-92~~10-91. - Fees.

Upon approval of an application for a license required by this article by the city council, the city clerk shall issue licenses upon payment of the following fees:

~~(1) Parking lots.~~

~~a. To conduct an open-air commercial parking lot having a capacity of twenty (20) cars or less, the license fee per year shall be fifteen dollars ($15.00).~~

~~b. For each open-air parking lot having a capacity of twenty-one (21) cars and not more than fifty (50) cars, the license fee per year shall be thirty dollars ($30.00).~~

~~c. For each open-air parking lot having a capacity of fifty-one (51) cars or more, the license fee per year shall be forty-five dollars ($45.00).~~

~~(2) Shooting galleries. To operate any shooting gallery or set up any room wherein rifle or pistol shooting is practiced upon a commercial basis, the license fee per year shall be one hundred twenty-five dollars ($125.00).~~

~~(3) Pawnbrokers. To engage in the business of a pawnbroker, the license fee per year shall be two hundred fifty dollars ($250.00).~~

~~(4) Junk dealers. To buy or sell scrap metals, including the purchase of secondhand motor vehicles and the wrecking thereof, and of rubber, the license fee per year shall be two hundred fifty dollars ($250.00).~~

~~(5) Fortunetellers, palmists, etc. To act as a clairvoyant, palmist, fortuneteller, phrenologist or similar business, and make a charge for the business, or to sell books pertaining to any of such things and demonstrate the application thereof, the license fee per week shall be one hundred fifty dollars ($150.00).~~

~~(6) Sound trucks. To operate any sound truck, the license fee per hour shall be one dollar ($1.00).~~

~~(7) Hotels. To operate any hotel which is unlicensed under the provisions of state law pertaining to intoxicating beverages, the license fee per room per year shall be five dollars ($5.00). A hotel shall be construed, for the purpose of this subsection, to be any~~

~~place offering accommodation to transients and containing five (5) or more guest rooms.~~

~~(8) Used car lot. To operate any used car lot, the license fee per year shall be seventy-five dollars ($75.00).~~

(19) *Temporary business license*. For temporary businesses for the sale of goods, wares, or merchandise, either wholesale or retail, the fee shall be three hundred seventy-five dollars ($375.00). Such licenses shall be effective for a period of two (2) months from the date of their issuance and may be renewed for two (2) like periods thereafter upon payment of an additional fee of three hundred seventy-five dollars ($375.00) per period, said licenses to be effective for a total duration of no more than six (6) months. For the purposes of this subsection, a temporary business is a business wherein the proprietor is not the owner of the building or premises upon which such business is conducted and has a lease for a term of less than one (1) year.

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Sec. 10-924. - Display of license tags.

Any person who is required to pay a license fee ~~or occupational tax~~ to the city and who has received from the city a ~~metal plate or tag~~license as evidence of such payment shall display such ~~metal tag~~license at all times in a prominent place ~~upon the vehicle for which the tag or plate was issued~~.

Regular Council Agenda
February 21, 2017

Description

Ordinance *(2nd & 3rd readings)* - to repeal and reenact with amendments Section 10-89 through 10-94 pertaining to business licensing and Chapter 10 Article IV, Sections 10-111 to 10-159 pertaining to automatic devices and arcades

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 21, 2017__

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

THAT, the City Solicitor be and is hereby authorized to provide notice to Samson Resources Company that the Mayor and City Council of Cumberland (the "City") intends to terminate the Water Agreement dated August 31, 2010 and approved by Council Order No. 25,153, between the City and Samson Resources Co. regarding use of the City's treated effluent water for Samson's drilling purposes, as provided for by the terms set forth in Section 6 of the Water Agreement.

_____

Mayor Brian K. Grim

1

CITY OF CUMBERLAND, MD

57 N. Liberty Street, Cumberland, MD 21502
(301)-722-2000 • Fax (301)-759-6438 • TDD (800) 735-2258
www.ci.cumberland.md.us

MAYOR:
Lee N. Fiedler

COUNCIL:
Floyd S. "Pete" Elliott
H. "Butch" Hendershot
Brian K. Grim
Mary Beth Pirolozzi

CITY ADMINISTRATOR
Jeffrey E. Repp

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Eirich

September 2, 2010

Stephen R. Trujillo
Operations Manager
Samson
1301 Travis Street, Suite 1900
Houston, TX 77002

Dear Mr. Trujillo,

The Mayor and City Council of Cumberland voted during their August 31, 2010 public meeting to approve the execution of a Water Agreement with Samson Resources Co. regarding use of the City's treated effluent water for Samson's drilling purposes.

Enclosed are two original Water Agreements with signatures attached on behalf of the City. If you could please obtain the necessary signatures on behalf of Samson and return one fully executed original to my office for City records, it would be appreciated.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

Marjorie A. Eirich
City Clerk

Enc (2)

Cc: Jeff Repp, City Administrator

Member Maryland
Municipal League (MML)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 25,153 **DATE:** August 31, 2010

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

THAT the Mayor be and is hereby authorized to execute a Water Agreement by and between the Mayor and City Council of Cumberland and Samson Resources Company to allow the City to supply up to 200,000 gallons per day of treated effluent water from the Wastewater Treatment Plant (WWTP) to Samson to assist with test drilling involving natural gas extraction, at no cost to the City.

Lee Fiedler

Mayor Lee N. Fiedler

WATER AGREEMENT

THIS WATER AGREEMENT ("Agreement") is made and executed this 31st day of August, 2010 ("Effective Date"), by and between **SAMSON RESOURCES COMPANY** ("Samson") and the Mayor and City Council of Cumberland (the "City").

RECITALS:

WHEREAS, Samson is a corporation organized and existing under the laws of the state of Oklahoma which is registered and/or qualified to do business in the state of Maryland;

WHEREAS, the City is a Maryland municipal corporation which owns, treats and operates its own wastewater system and water resources;

WHEREAS, Samson is engaged in the business of drilling oil and gas wells in Maryland and Pennsylvania.

WHEREAS, Samson requires water for the purpose of drilling and conducting operations in its oil and gas wells and has requested that the City supply it with the same, it being expected that Samson will require up to 200,000 gallons of water per day for between twenty (20) and thirty (30) days; and

WHEREAS, the City is willing to supply treated effluent water from the City of Cumberland's Waste Water Treatment Plant (the "WWTP") which the City would otherwise discharge into the Potomac River, as allowed by applicable permits, subject to the terms and conditions of this Agreement.

WITNESSETH:

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

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. Pumping/Hauling of Water. The water which is the subject of this Agreement shall be pumped from the WWTP by one or more contract haulers (the "Hauler") to be retained by Samson. The selection of the Hauler shall be subject to the approval of the City, said approval not to be unreasonably withheld, conditioned or delayed.

2.1. Insurance Requirements. The Hauler and Samson will be required to maintain liability insurance coverage, providing coverage for any losses related to or arising out of the subject matter of this Agreement in the amount of no less than $1,000,000.00 per claim and $3,000,000.00 in the aggregate. The City shall be named as an additional insured the terms of the policy. The City shall be notified no less than thirty (30) days advance written notice prior to its cancellation. Proof of the said insurance coverage and the payment of the premium therefore shall be provided to the City before any water is withdrawn from the WWTP under the terms of this Agreement. The City must be satisfied with the protection afforded by the insurance coverage before any water is withdrawn from the WWTP under the terms of this Agreement. The Hauler and

Samson agree to cease within thirty (30) days written notice all use of the water which is the subject of the terms of this location, regardless of its location, if either Hauler and/or Samson's general liability insurance has been canceled or has expired or if either or both of them have reason to believe the said insurance has been canceled or has expired and suitable replacement coverage is not secured. The Hauler and Samson must notify the City immediately in this case.

2.2. Licenses/Permits/Costs. Samson shall be responsible for ensuring that the Hauler has all permits and licenses necessary for the performance of the work contemplated by the terms of this Agreement and it shall provide the City with copies of the same before any water is removed from the WWTP. Samson shall be responsible for all operating and capital costs, if necessary, for the installation of a point of withdrawal at the WWTP for the purposes of this Agreement, said point of withdrawal to be subject to the approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall have the right to require that Samson, at its sole costs and expense, remove any installed point of withdrawal, restoring the property to its pre-improvement condition, upon the termination or expiration of this Agreement, it being understood that this provision shall survive the termination or expiration of this Agreement.

2.3. Notice of Withdrawals and Rights of Access. The Hauler shall provide the City with no less than twenty-four (24) hours advance notice of the first withdrawal of water from the WWTP. Thereafter, the Hauler will provide the City with no less than two (2) hours advance notice of any subsequent withdrawals of water. Withdrawals of water shall only be permitted at such times as the WWTP is manned by a full crew, presently between the hours of 7:00 a.m. and 3:00 p.m. Samson shall be responsible for ensuring that the Hauler notifies the City in the manner aforesaid. The City shall have the right (but is not required) to be present each and every time water is withdrawn from the WWTP under the terms of this Agreement. The City acknowledges that it is granting Samson and the Hauler all necessary rights of ingress, egress and access to the WWTP for the withdrawals contemplated under this Agreement. Such withdrawals will be conducted at a mutually agreeable location to both the City and Hauler.

2.4. Metering Equipment. Each of the trucks the Hauler utilizes for the purpose of withdrawing water from the WWTP and hauling it to the oil or gas well sites shall be equipped with meters which are capable of accurately measuring the volume of water withdrawn from the WWTP. The Hauler will be responsible for maintaining a written log setting forth, as to each withdrawal of water: (i) the date; (ii) the time of day withdrawing began; (iii) the time of day withdrawing ended; (iv) the meter reading at the time withdrawing began; (v) the meter reading the time withdrawing ended; and (vi) the total number of gallons withdrawn. The Hauler will provide the City with copies of its logs on a monthly basis and Samson shall be responsible for ensuring that the logs are so provided. The City shall have the right to inspect the logs and the metering equipment at any time. In the event the City is not satisfied that the metering equipment is providing accurate readings, from time to time it may insist that the Hauler have the equipment inspected by a qualified inspector and certified as being accurate and operating properly. The City may suspend withdrawals of water from the WWTP until such time as the required certifications are provided.

2.5. Rider to Agreement. Upon Samson's selection and the City's approval of the Hauler, the Hauler shall execute a rider to this Agreement, agreeing to be bound by all terms and conditions herein applicable to Hauler and/or Samson.

2.6. Maximum Daily Withdrawals. Samson shall not be permitted to withdraw more than 200,000 gallons of water per day from the WWTP at no charge to Samson.

2.7 **Minimum Withdrawals**. Samson is not obligated to withdraw any water from the WWTP pursuant to this Agreement.

3. **Indemnification and Hold Harmless**. Samson shall protect, indemnify, save harmless, and defend the City and its officers, officials, employees and agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses) of every kind and nature incurred by, or asserted or imposed against the City, its officers, officials, agents or employees, or any of them, by reason of any accident, injury (including, but not limited to, death) or damage to any person or property resulting from, connected with, or arising out of the withdrawal of water from the WWTP by Samson or Hauler, the transportation of such water and/or Samson's use of such water. This indemnification obligation includes, but is not limited to, Samson's duty to indemnify the City for any damages caused to the WWTP or for any contamination or any kind or nature caused to the water in or at the WWTP as a direct result of any of the withdrawals by Samson or Hauler.

4. **Source/Use of Water**. The WWTP shall be the exclusive source of the water Samson may withdraw under the terms of this Agreement from the City. Samson shall not be permitted to withdraw water from any of the City's other water resources without the City's written consent.

5. **No Representations/Warranties**. The City makes no representations or warranties relative to the quality of the water, its content, its suitability for Samson's intended use or any other matters relative to the water which is the subject of this Agreement. Samson accepts the water in its "as-is, where is" condition. Notwithstanding the foregoing sentence, the City represents and warrants that (i) it has the right to grant Samson access to the WWTP for the purposes stated hereunder, (ii) it has the right to allow Samson to withdraw water from the WWTP for the specific purposes identified herein by virtue of letter agreement from the Maryland Department of the Environment (Attachment A.), (iii) it has the right to allow Samson or Hauler to withdraw water in the amounts and under the terms agreed upon herein, and (iv) it is authorized to enter into this and Agreement with Samson and to bind itself to the terms hereof. The City shall protect, indemnify, save harmless, and defend Samson, Hauler and their related or affiliated entities, officers, employees and agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses) of every kind and nature incurred by, or asserted or imposed against Samson or Hauler arising from the City's breach of the foregoing representations.

6. **Term**. Unless sooner terminated as provided for hereinafter, this Agreement shall commence on the Effective Date and will continue to be in effect for twelve months from the Effective Date ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive terms of one year ("Renewal Term(s)"). Either party may terminate this Agreement by providing the other party written notice of its intention to terminate at least sixty (60) days prior to the end of the Initial Term or current Renewal Term..

7. **Early Cancellation**. The City reserves the right to terminate this Agreement within thirty (30) days written notice: (i) if the Hauler or Samson are found to have contaminated the water at the WWTP or engaged in practices which expose the water to the risk of contamination; (ii) if either the Hauler or Samson breach the terms of this Agreement and fails to cure such alleged breach within thirty (30) days of written notice of such alleged breach; or (iii) if the Maryland Department of the Environment or any other regulatory agency notifies that City that it must cease permitting withdrawals of water from the WWTP under the terms of this Agreement or the Maryland Department of the Environment or any other regulatory agency impose conditions with

respect to the withdrawal of the said water. Notwithstanding the early termination of this Agreement, the City shall retain all rights and remedies available to it, at law or in equity, in the event the water is contaminated or this Agreement is breached. None of the terms of this Agreement shall be interpreted to limit the City's remedies in the event of a breach its terms.

8. Non-Exclusivity. This Agreement confers no exclusive rights to the City's water upon Samson. The City reserves all rights to dispose of, sell or otherwise transfer its water which it had prior to the date of the execution of this Agreement. In that regard, by way of illustration, but not by way of limitation, it retains the right to enter into agreements similar to or different from this Agreement for the sale of its water to other natural gas exploration companies; provided however, that such agreements shall not unreasonably interfere with Samson's ability to withdraw its maximum permitted limits or other rights provided in this Agreement.

9. Testing. Samson shall have the right at all times to test the water supplied by City under this Agreement to ensure that it meets Samson's requirements for use in its oil and gas operations.

10. Survival Clause. It is understood and agreed that Samson's obligations to the City, as set forth herein, shall survive the expiration of the term of this Agreement or its earlier cancellation.

11. Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Allegany County, Maryland, and that, therefore, each of the parties irrevocably and unconditionally (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of Allegany County, Maryland; (ii) consents to the jurisdiction of each such court in any suit, action or proceeding; (iii) waives any objection which it may have to the laying of venue of any suit, action or proceeding in any such courts; and (iv) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in Maryland.

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

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

14. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Maryland without regard to principles of conflict of laws. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County and the parties hereto agree to be subject to the jurisdiction of such courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts is commenced in an inconvenient forum or a forum lacking proper venue.

15. Severability. Should any provision of this Agreement be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other state of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.

16. Binding Effect. This Agreement shall be valid and binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. Attorney's Fees. In the event of a breach of the terms of this Agreement, the party determined to be in breach shall be responsible for paying the reasonable legal fees and expenses incurred by the prevailing party; provided that, the prevailing party shall be deemed to be the party determined not to be in breach as of the last appeal taken, if any.

18. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding among the parties and may not be modified except in a subsequent writing signed by all parties hereto.

19. Assignability. Samson may freely assign its rights under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement, the day and year first above written.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

Marjorie A. Eirich, City Clerk

By: _____ (SEAL)
Lee N. Fiedler, Mayor

SAMSON RESOURCES COMPANY

_____

By: _____ (SEAL)
Dave Heinlen, Attorney-in-Fact for Samson Resources Company

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of September, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared **Lee N. Fiedler**, who acknowledged himself to be the Mayor of the City of Cumberland, a Maryland municipal corporation, and that he, as such Mayor, being authorized so to do, executed the within and foregoing Agreement for the purposes therein contained by signing the name of the City of Frostburg by himself as Mayor.

WITNESS my hand and notarial seal the day and year above written.

NOTARY PUBLIC

My commission expires: 6/10/2012

STATE OF Oklahoma
Rogers COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of Sept, 2010, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ Oklahoma, in and for ~~Allegany~~ Rogers County, personally appeared **Dave Heinlen**, who acknowledged himself to be the Attorney-in-Fact of Samson Resources Company, an Oklahoma corporation, and that he, as such Attorney-in-Fact, being authorized so to do, executed the within and foregoing Agreement for the purposes therein contained by signing the name of the Samson Resources Company by himself as its Attorney-in-Fact.

WITNESS my hand and notarial seal the day and year above written.

NOTARY PUBLIC

My commission expires: 10-30-11

Notary Public
State of Oklahoma
ANNA M. MILLER
ROGERS COUNTY
COMMISSION #99017034
Comm. Exp. 10-30-2011

1. 9/2011 - As of this date, water purchase has not begun due to construction at the WWTP. Certificate of Insurance needed if contract initiated.

Regular Council Agenda
February 21, 2017

Description

Order authorizing the City Solicitor to provide notice to Samson Resources Company that the City intends to terminate the Water Agreement dated August 31, 2010 regarding Samson's use of the City's treated effluent water for drilling purposes

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 21, 2017_

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

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

Tax Accounts:

Location	Tax Account / Years	Tax Amount
19 N. Waverly Terrace	22-003046 2011-2016	$405.58
417 Walnut Street	05-018358 2010-2016	$2,040.45
229 Cecelia Street	22-003976 2015	$269.99
34 Virginia Avenue	04-040570 2011-2016	$837.00
318 N. Waverly Terr.	22-013718 2006-2016	$440.90

Utility Accounts:

Location	Utility Account	Utility Amount
34 Virginia Avenue	070017401	$448.53
318 N. Waverly Terrace	270224005	$410.30

_____

Mayor Brian K. Grim

City of Cumberland **Live** TA0080S1
2/08/17 PROPERTY TAX SYSTEM

Inquiry

Prop#..: 04-040570
Owner..: POLING BETTY-MEYERS ANNA C
Address: 34 VIRGINIA AV
Mail To: POLING BETTY-MEYERS ANNA C
34 VIRGINIA AVE
CUMBERLAND MD 21502-3951
Phone..:

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

Payoff Date : 2/08/2017
Total Billed: 4,223.79
Tot. Dsc App: .00
Total Paid..: 2,698.72
Total Due W/SC: 1,525.07

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2016	1	1	201607560	69.51	.00	6.95	.00	76.46
_	2015	1	1	201507568	69.51	.00	23.63	.00	93.14
_	2014	1	1	201407483	173.77	.00	100.92	.00	274.69
_	2013	1	1	201307479	173.77	.00	142.68	.00	316.45
_	2012	1	1	201207473	173.77	.00	184.44	.00	358.21
_	2011	1	1	201107439	176.67	.00	229.45	.00	406.12
_	2010	1	1	201007420	143.52	.00	42.99	186.51	.00
_	2009	1	1	200907429	109.51	.00	41.61	151.12	.00

Taxes 2011 - 2016 = $837.00
Utility = $448.53

UT0070S1

Transaction Inquiry UT7010S1

Account#: 070017401 994 Current Balance . : 448.53
Name . : BETTY POLING
Address : 34 VIRGINIA AVE

Type options, press Enter. Reset: _____
5=Detail 6=Reprint Bill 11=Meter History 16=Other Charges
More: +

Opt	Type	Date	Amount	Posted	Due Date	Balance
__	Bill	2/02/2017	.00	2/02/2017	2/23/2017	448.53
__	Penalty	1/27/2017	4.31	1/27/2017		448.53
__	Bill	1/05/2017	.00	1/05/2017	1/26/2017	444.22
__	Penalty	12/30/2016	4.31	12/30/2016		444.22
__	Bill	12/08/2016	.00	12/08/2016	12/29/2016	439.91
__	Penalty	11/28/2016	4.31	11/28/2016		439.91
__	Bill	11/03/2016	.00	11/03/2016	11/23/2016	435.60
__	Penalty	10/28/2016	4.31	10/28/2016		435.60
__	Bill	10/06/2016	.00	10/06/2016	10/27/2016	431.29
__	Penalty	9/30/2016	4.31	9/30/2016		431.29

More...

F3=Exit F5=Refresh F7=Event History F8=Account F22=More Keys

Real Property Data Search **Guide to searching the database**

Search Result for ALLEGANY COUNTY

View Map **View GroundRent Redemption** **View GroundRent Registration**

Account Identifier: **District - 04 Account Number - 040570**

Owner Information

Owner Name:	MAYOR & CITY COUNCIL OF CUMB	**Use:**	EXEMPT
		Principal Residence:	NO
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502-	**Deed Reference:**	/02274/ 00150

Location & Structure Information

Premises Address:	34 VIRGINIA AVE CUMBERLAND 21502-0000	**Legal Description:**	34 VIRGINIA AVE LOT 228 50X116 SOUTHERN ADDN

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0111	0008	1938		0000				2015	Plat Ref:

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

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
1912	1,387 SF		5,825 SF	

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation
2	YES	STANDARD UNIT	SIDING	2 full		

Value Information

	Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2016	Phase-in Assessments As of 07/01/2017
Land:	5,800	5,200		
Improvements	2,000	2,000		
Total:	7,800	7,200	7,200	7,200
Preferential Land:	0			0

Transfer Information

Seller: POLING BETTY-MEYERS ANNA C	**Date:** 01/26/2017	**Price:** $0
Type: NON-ARMS LENGTH OTHER	**Deed1:** /02274/ 00150	**Deed2:**
Seller: SMITH, GLADYS R ET VIR	**Date:** 02/03/1995	**Price:** $10,000
Type: ARMS LENGTH IMPROVED	**Deed1:** /00623/ 00656	**Deed2:**
Seller:	**Date:**	**Price:**
Type:	**Deed1:**	**Deed2:**

Exemption Information

Partial Exempt Assessments:	Class	07/01/2016	07/01/2017
County:	670	0.00	7,200.00
State:	670	0.00	7,200.00
Municipal:	670	0.00|7,200.00	0.00|7,200.00

Tax Exempt:	**Special Tax Recapture:**
Exempt Class:	NONE

Homestead Application Information

Homestead Application Status: No Application

City of Cumberland **Live** TA0080S1
2/08/17 PROPERTY TAX SYSTEM

Documents Exist

Inquiry

Prop#..: 22-013718
Owner..: MILLER DON M
Address: 318 N WAVERLY TE
Mail To: MILLER DON M
318 N WAVERLY TER

CUMBERLAND ** MD 21502-2428
Phone..:

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

Payoff Date : 2/08/2017
Total Billed: 2,393.72
Tot. Dsc App: .00
Total Paid..: 1,235.56
Total Due W/SC: 1,158.16

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2016	1	1	201611485	24.14	.00	2.40	.00	26.54
_	2015	1	1	201511492	24.14	.00	8.16	.00	32.30
_	2014	1	1	201411268	28.96	.00	16.82	.00	45.78
_	2013	1	1	201311254	28.96	.00	23.78	.00	52.74
_	2012	1	1	201211238	28.96	.00	30.74	.00	59.70
_	2011	1	1	201111108	28.96	.00	37.70	.00	66.66
_	2010	1	1	201011061	28.96	.00	44.66	.00	73.62
_	2009	1	1	200911054	28.96	.00	51.62	.00	80.58

Taxes 2006 - 2016 = $440.90

utility = $410.30

City of Cumberland **Live** TA0080S1
2/08/17 PROPERTY TAX SYSTEM

Documents Exist

Inquiry

Prop#..: 22-013718
Owner..: MILLER DON M
Address: 318 N WAVERLY TE
Mail To: MILLER DON M
318 N WAVERLY TER

CUMBERLAND ** MD 21502-2428
Phone..:

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

Payoff Date : 2/08/2017
Total Billed: 2,393.72
Tot. Dsc App: .00
Total Paid..: 1,235.56
Total Due W/SC: 1,158.16

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2008	1	1	200810956	28.96	.00	58.58	.00	87.54
_	2007	1	1H	989956284	31.52	.00	68.04	.00	99.56
_	*2007	1	SA	200704704	50.01	.00	108.00	.00	158.01
_	2006	1	SA	200604704	108.37	.00	266.76	.00	375.13
_	2005	1	SA	200504775	103.70	.00	7.21	110.91	.00
_	2004	1	1	200404862	102.20	.00	12.24	114.44	.00
_	2003	1	1	000089544	92.66	.00	9.25	101.91	.00
_	2002	1	SA	000073534	91.30	.00	28.21	119.51	.00

UT0070S1

Transaction Inquiry UT7010S1

Account#: 270224005 4283 Current Balance . : 410.30
Name . : DON M MILLER
Address : 318 WAVERLY TERR ********

Type options, press Enter. Reset: _____
5=Detail 6=Reprint Bill 11=Meter History 16=Other Charges
More: +

Opt	Type	Date	Amount	Posted	Due Date	Balance
__	Penalty	11/03/2008	4.49	11/03/2008		410.30
__	Penalty	10/09/2008	4.49	10/09/2008		405.81
__	Penalty	9/10/2008	4.49	9/10/2008		401.32
__	Bill	8/05/2008	.00	8/06/2008	9/04/2008	396.83
__	Penalty	8/04/2008	4.49	8/04/2008		396.83
__	Penalty	7/10/2008	4.49	7/10/2008		392.34
__	Penalty	6/11/2008	4.49	6/11/2008		387.85
__	Bill	5/06/2008	.00	5/07/2008	6/05/2008	383.36
__	Penalty	5/06/2008	4.49	5/06/2008		383.36
__	Penalty	4/11/2008	4.49	4/11/2008		378.87

More...

F3=Exit F5=Refresh F7=Event History F8=Account F22=More Keys

Real Property Data Search Guide to searching the database
Search Result for ALLEGANY COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Account Identifier: **District - 22 Account Number - 013718**

Owner Information

Owner Name:	MAYOR & CITY COUNCIL OF CUMB	**Use:**	EXEMPT
		Principal Residence:	NO
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502-	**Deed Reference:**	/02274/ 00154

Location & Structure Information

Premises Address:	318 N WAVERLY TER CUMBERLAND 21502-0000	**Legal Description:**	318 N WAVERLY TERR 38X48 32X45

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0105	0008	0024		0000				2015	Plat Ref:

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

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
			1,624 SF	

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

Value Information

	Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2016	As of 07/01/2017
Land:	3,000	2,500		
Improvements	0	0		
Total:	3,000	2,500	2,500	2,500
Preferential Land:	0			0

Transfer Information

Seller: MILLER DON M	Date: 01/26/2017	Price: $0
Type: NON-ARMS LENGTH OTHER	Deed1: /02274/ 00154	Deed2:
Seller: MILLER, DON M-LAURA V	Date: 06/24/2004	Price: $0
Type: NON-ARMS LENGTH OTHER	Deed1: /00732/ 00008	Deed2:
Seller: CRAWFORD, MARGUERITE C	Date: 06/30/2000	Price: $5,000
Type: NON-ARMS LENGTH OTHER	Deed1: /00683/ 00849	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2016	07/01/2017
County:	670	0.00	2,500.00
State:	670	0.00	2,500.00
Municipal:	670	0.00|2,500.00	0.00|2,500.00

Tax Exempt:
Special Tax Recapture:
Exempt Class: NONE

Homestead Application Information

Homestead Application Status: No Application

City of Cumberland **Live** TA0080S1
1/30/17 PROPERTY TAX SYSTEM

Inquiry

Prop#..: 22-003976
Owner..: MAYOR & CITY COUNCIL OF CUMB
Address: 229 CECELIA ST
Mail To: MAYOR & CITY COUNCIL OF CUMB
57 N LIBERTY ST
CUMBERLAND MD 21502-
Phone..:

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

Payoff Date : 1/30/2017
Total Billed: 5,713.01
Tot. Dsc App: .00
Total Paid..: 5,356.62
Total Due W/SC: 356.39

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2015	1	1	201511026	269.99	.00	86.40	.00	356.39
_	2014	1	SA	201404093	263.55	.00	34.32	297.87	.00
_	2013	1	SA	201304111	263.55	.00	97.68	361.23	.00
_	2012	1	SA	201204145	263.55	.00	145.20	408.75	.00
_	2011	1	SA	201104262	273.40	.00	.00	273.40	.00
_	2010	1	SA	201004304	273.40	.00	.00	273.40	.00
_	2009	1	SA	200904307	273.40	.00	.00	273.40	.00
_	2008	1	SA	200804410	296.30	.00	.00	296.30	.00

Taxes 2015 = $269.99

Real Property Data Search Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Account Identifier: District - 22 Account Number - 003976

Owner Information

Owner Name:	MAYOR & CITY COUNCIL OF CUMB	Use:	EXEMPT COMMERCIAL
		Principal Residence:	NO
Mailing Address:	57 N LIBERTY ST CUMBERLAND MD 21502-	Deed Reference:	/02214/ 00416

Location & Structure Information

Premises Address:	229 CECELIA ST CUMBERLAND 21502-0000	Legal Description:	229 CECELIA ST TRI LOT 46X112

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0105	0000	0255		0000				2015	Plat Ref:

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

Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use
			5,152 SF	

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

Value Information

	Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2016	As of 07/01/2017
Land:	41,700	41,200		
Improvements	0	0		
Total:	41,700	41,200	41,200	41,200
Preferential Land:	0			0

Transfer Information

Seller: BYRNE ROSEMARY	Date: 05/18/2016	Price: $0
Type: NON-ARMS LENGTH OTHER	Deed1: /02214/ 00416	Deed2:
Seller:	Date:	Price: $0
Type:	Deed1: /00341/ 00373	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2016	07/01/2017
County:	650	41,200.00	41,200.00
State:	650	41,200.00	41,200.00
Municipal:	650	41,200.00|41,200.00	41,200.00|41,200.00

Tax Exempt:	Special Tax Recapture:
Exempt Class:	NONE

Homestead Application Information

Homestead Application Status: Denied

City of Cumberland **Live** TA0080S1
2/08/17 PROPERTY TAX SYSTEM

Documents Exist

Inquiry

Prop#..: 22-003046
Owner..: LIGHT PAUL E
Address: 19 N WAVERLY TE
Mail To: LIGHT PAUL E
812 SHRIVER AVE
CUMBERLAND MD 21502-1445
Phone..:

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

Payoff Date : 2/08/2017
Total Billed: 2,971.45
Tot. Dsc App: .00
Total Paid..: 2,218.07
Total Due W/SC: 753.38

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2016	1	1	201610969	24.14	.00	2.40	.00	26.54
_	2015	1	1	201510983	24.14	.00	8.16	.00	32.30
_	2014	1	1	201410777	88.82	.00	51.62	.00	140.44
_	2013	1	1	201310763	88.82	.00	72.98	.00	161.80
_	2012	1	1	201210744	88.82	.00	94.34	.00	183.16
_	2011	1	1	201110625	90.84	.00	118.30	.00	209.14
_	2010	1	1	201010586	90.84	.00	12.74	103.58	.00
_	2009	1	1	200910580	90.84	.00	27.30	118.14	.00

Taxes 2011 - 2016 = 1405.58

City of Cumberland **Live** TA0080S1
2/08/17 PROPERTY TAX SYSTEM

Inquiry

Prop#..: 05-018358 School Dist.: CUMB SCHLS
Owner..: INTER-FAITH CONSORTIUM OF GREATER F22=Add'l Info
Address: 417 WALNUT ST
Mail To: INTER-FAITH CONSORTIUM OF GREATER Payoff Date : 2/08/2017
117B VALLEY ST Total Billed: 8,290.78
CUMBERLAND MD 21502-2123 Tot. Dsc App: .00
Phone..: Total Paid..: 4,310.88
Total Due W/SC: 3,979.90

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2016	1	1	201608719	133.23	.00	13.30	.00	146.53
_	2015	1	1	201508721	133.23	.00	45.22	.00	178.45
_	2014	1	1	201408593	355.27	.00	206.19	.00	561.46
_	2013	1	1	201308589	354.95	.00	291.10	.00	646.05
_	2012	1	1	201208571	354.62	.00	375.77	.00	730.39
_	2011	1	1	201108481	354.30	.00	460.85	.00	815.15
_	2010	1	1	201008453	355.17	.00	546.70	.00	901.87
_	2009	1	1	200908452	355.17	.00	.00	355.17	.00

Taxes 2010-2016 = $2040.45

Regular Council Agenda
February 21, 2017

Description

Order abating taxes and/or utilities on the following City-owned properties: 19 N. Waverly Terrace $405.58 in taxes for years 2011-2016; 417 Walnut Street $2,040.45 in taxes for years 2010-2016; 229 Cecelia Street $269.99 in taxes for year 2015; 34 Virginia Avenue $837.00 in taxes for years 2011-2016 and $448.53 in utilities; 318 N. Waverly Terrace $440.90 in taxes for years 2006-2016 and $410.30 in utilities

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 21, 2017__

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

THAT, the following Residential Exemptions from the Special Taxing District Levy for 2015-2016 and 2016-2017 tax years be and are hereby granted:

Property / Owner	Tax Year / Account No.	Total Tax Due	Exemption Amt.
15 S. Centre St. / Lepley	2015-2016 Tax No. 04-049381	$ 520.30	$ 520.30
15 S. Centre St./ Lepley	2016-2017 Tax No. 04-049381	$ 520.30	$ 520.30
47 Baltimore St/ Chevez	2015-2016 Tax No. 04-023226	$ 811.76	$ 399.83
47 Baltimore St/ Chevez	2016-2017 Tax No. 04-023226	$ 811.49	$ 399.65
55 N. Centre St / Giarritta	2016-2017 Tax No. 14-004955	$ 920.19	$ 752.88

BE IT FURTHER ORDERED, that these exemptions are hereby granted pursuant to the provisions of Section 235 of the City Charter.

_____

Brian K. Grim, Mayor

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2015 - 2016

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

15 S Liberty St
04 049381

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

Industrial _____

Residential 100%

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

Industrial %_____

Residential %_____

Abate 114100 = 520.30

Signed _____

Date _____

SPECIAL TAXING DISTRICT

Request for Exemption

Tax Year 2016 - 2017

I, Nancy Hepley request an exemption from the Special Taxing District Levy for property owned by me at: 15 S. Liberty St.

301-777-5315

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 100 %

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 Nancy Hepley

Date 1 - 26 - 2017

For City use

Tax Account No: 04-049381

	Assessed Amount	Tax Amount
Original	114 100	520 30
Exempt	114 100	520 30
Billable		

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2015 - 2016

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

47 Baltimore St

04 023226

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

Industrial 67%

Residential 33%

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

Industrial %_____

Residential %_____

Abate 87681 = 399.83

Billable 178019 = 811.76

Signed _____

Date _____

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2016-2017

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

47 Baltimore St

04 023226

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

Industrial 67%

Residential 33%

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

Industrial %_____

Residential %_____

Abate 87648 = 399.65
Billable 177952 = 811.49

Signed _____

Date _____

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2016 - 2017

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

55 N Centre St

14-004955

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

Industrial 45%

Residential 55%

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

Industrial %_____

Residential %_____

Abate 201795 = 920.19

Billable 165105 = 752.88

Signed _____

Date _____

Regular Council Agenda
February 21, 2017

Description

Order authorizing Special Taxing District Residential Exemptions for 15 S. Liberty Street 2015/16 taxes - $520.30 and 2016/17 taxes - $520.30; 47 Baltimore Street 2015/16 taxes - $399.83 and 2016/17 taxes - $399.65; 55 N. Centre Street 2016/17 taxes - $752.88

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 21, 2017___

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

THAT, the bid of Shaffer Construction, P.O. Box 231, Ellerslie, MD 21529, for the "Cavanaugh Ball Field Concession Renovations (01-17-RE)," be and is hereby accepted in the estimated unit price of Fifty-Eight Thousand, Seven Hundred Forty Dollars ($58,740); and

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

_____

Mayor Brian K. Grim

Source of Funding: Community Development Block Grant Funds (CDBG)

Bids:

Company	*Total Bid*
Shaffer Construction	$58,740.00
Harbel, Inc.	$104,190.00

Project Information
Project Title: Cavanaugh Ball Field Concession Renovations
Project Description: Interior Rehab of Concession Building
City Project: 01-17-RE
Bid Opening
Date and Time: 2/15/2016 14:30
Location: Council Chambers, City Hall, Cumberland, MD 21502

	Shaffer Construction PO Box 231 Ellerslie, MD 21529 301-777-7177			Harbel Incorporated 11521 Milnor Ave Cumberland, MD 21502 301-729-8303			
ITEM	UNITS	QUANTITY	Unit Price	QUANTITY	Total Cost	Unit Price	QUANTITY	TOTAL COST
Concession Demolition	LS	1	$ 5,400.00	1	$ 5,400.00	$ 9,200.00	1	$ 9,200.00
Concession Area Renovations	LS	1	$ 9,665.00	1	$ 9,665.00	$ 27,175.00	1	$ 27,175.00
Rest Room Area Renovations	LS	1	$ 12,500.00	1	$ 12,500.00	$ 15,600.00	1	$ 15,600.00
Score Board Area Renovations	LS	1	$ 4,110.00	1	$ 4,110.00	$ 7,050.00	1	$ 7,050.00
Storage Area Renovations	LS	1	$ 3,965.00	1	$ 3,965.00	$ 7,700.00	1	$ 7,700.00
Water Service Upgrades	LS	1	$ 6,500.00	1	$ 6,500.00	$ 15,200.00	1	$ 15,200.00
Electrical Services Upgrades	LS	1	$ 5,000.00	1	$ 5,000.00	$ 8,200.00	1	$ 8,200.00
Purchase and Installation of New Score Board	LS	1	$ 5,600.00	1	$ 5,600.00	$ 8,840.00	1	$ 8,840.00
Paint Interior walls and ceiling (Contingent)	LS	1	$ 3,000.00	1	$ 3,000.00	$ 3,860.00	1	$ 3,860.00
Paint Exterior Walls (Contingent)	LS	1	$ 3,000.00	1	$ 3,000.00	$ 1,365.00	1	$ 1,365.00
TOTAL BID $					$ 58,740.00			$ 104,190.00

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

Kim Root
Kim Root

2/16/17
Date

Regular Council Agenda
February 21, 2017

Description

Order accepting the bid of Shaffer Construction for the Cavanaugh Ball Field Concession Renovations (01-17-RE) in the estimated unit price of $58,740, to be funded through CDBG funds

Approval, Acceptance / Recommendation

It is this department's recommendation to award the Cavanaugh Ball Field Concession Renovations Project (01-17-RE) to the low most responsive bidder, Shaffer Construction, in the estimated unit price of $58,740.00. One other bid was received from Harbel, Inc. in the amount of $104,190.00. This project will include a full concession building renovations to allow for better storage, lighting and ADA Compliant Restrooms and will be funded through Community Development Block Grant Funds.

☑ Budgeted

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

Value of Award (if applicable)

$58,740.00

Source of Funding (if applicable)

CDBG

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __February 21, 2017_**

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

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

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

WHEREAS, the equipment is so obsolete that options for sale or trade-in were not available;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT the following equipment is hereby declared to be surplus property and authorized for e-cycling:

1) Approximately One Hundred Ninety-Five (195) 3Com Phone Handsets

_____

Brian K. Grim, Mayor

Regular Council Agenda
February 21, 2017

Description

Order declaring approximately 195 3-Com Phone Handsets to be surplus property and authorizing their disposal through e-cycling

Approval, Acceptance / Recommendation

The MIS Department is recommending the disposal of approximately 195 3-Com Phone Handsets that are of no value to the City. The department has contacted numerous companies and no one wants the handsets as they are over 10 years old and too old and obsolete to be of use.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __February 21, 2017__**

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

THAT the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland ("Buyer") and Eckels Investment, Inc. ("Seller") for the property and improvements thereon located at 307-309 Arch Street, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Deed Liber 734, folio 767, Tax Account Nos. 04-006755 and 04-007441, for the purchase price of Fourteen Thousand Dollars ($ 14,000); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met and, upon completion of settlement and recordation of the deed, settlement contingencies shall be deemed to have been met; and

BE IT FURTHER ORDERED, that, should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreements for said purpose, provided the date of the closing is not extended more than sixty (60) days from the originally scheduled closing date; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

_____

Brian K. Grim, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Eckels Investments, Inc.** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

1. **Property Description.** Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the real property and the improvements thereon located at 307-309 Arch Street, Cumberland, MD 21502 which are described in the deed recorded in the Land Records of Allegany County, Maryland in Deed Liber 734, folio 767 and identified as Tax ID Nos. 04-006755 and 04-007441 (hereinafter referred to as the "Property").

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Fourteen Thousand Dollars ($14,000.00), which Purchase Price includes the real property and improvements described in Section 1 above.

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

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

5. **Contingencies.** This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

   A. Seller shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Seller shall be responsible for legally evicting any tenants who may have been leasing the Property.

   B. Seller shall be responsible for the termination of all utility services to the Property.

   C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, Buyer shall have the right to insist that Seller perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

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

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

8. **Possession.** Seller agrees to give Buyer possession and occupancy of the Property at the time of settlement. Seller will deliver the Property in substantially the same physical condition as of the date of his execution of this Contract but free of personal property and all junk, trash and debris. Any personal property, junk, trash or debris left on the Property shall be deemed to be abandoned and Buyer may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.

9. **Adjustments.** All public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners' association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, and excluding real estate taxes are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer. Notwithstanding the foregoing, Buyer agrees to abate the real estate taxes it is due and it either secure abatement of the real estate taxes due to Allegany County, Maryland or it will pay them.

10. **Deed and Title.** Upon payment of the Purchase Price, a deed for the Property containing covenants of special warranty and further assurances shall be executed at Seller's expense by Seller, which shall convey the Property to Buyer. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

Buyer shall prepare the deed effecting the conveyance of this transaction. Said deed and a Land Records Intake Sheet shall be prepared at Buyer's expense.

11. **Agency/Real Estate Commission.** Seller and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.

12. **Settlement.** Settlement shall occur no later than ninety (90) days after the effective date of this Contract.

13. **Notice Of Disclosure Or Disclaimer Statements.** Buyer is advised that under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement on a form provided by the Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a

form provided by the Maryland Real Estate Commission. A seller must deliver the completed Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

If the Disclosure or Disclaimer Statement is delivered by the seller later than 3 days after the seller enters into a contract of sale with a purchaser, the contract is void. A purchaser who does not receive the Disclosure or Disclaimer Statement on or before the execution of a contract by a purchaser has the unconditional right, upon written notice to the seller or the seller's agent, to rescind the contract of sale at any time before the receipt of the Disclosure or Disclaimer Statement or within five (5) days following receipt of the Disclosure or Disclaimer Statement and to the immediate return of any deposit. However, purchaser's right to rescind the contract terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application.

The following has also been made a part of this Contract:

( ) Property Disclosure Statement

(X) Property Disclaimer Statement

14. <u>Documentary Stamps, Recordation, Transfer Taxes</u>. All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be paid by Buyer.

15. <u>Lead Based Paint Hazards</u>. Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide the buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards" form.

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to

retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Seller represents and warrants to Buyer intending that Buyer rely upon such warranty and representation, that the property: was constructed prior to 1978. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this section.

_____ _____ Buyer's Initials _____ Seller's Initials

16. **Assignability.** This Contract may not be assigned without the written consent of Seller, said consent not to be unreasonably withheld.

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

18. **Entire Agreement.** This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

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

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

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

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

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

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

25. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies of this Agreement. Facsimile and/or other electronically transmitted copies shall have the same binding effect as would a signed original counterpart of the Agreement once delivered to the other party.

26. **Addenda.** The Contract is subject to the following attached Addenda which are made a part hereof: (1) Maryland Residential Disclaimer Statement; and (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

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

WITNESS:

_____

Rickey R Brady

Rickey R. Brady

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

Brian K. Grim

_____

Date

ECKELS INVESTMENTS, INC.

By: James H. Eckels Sr. Pres

James Eckels, Sr., President

2/3/17

Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 307-309 Arch Street , Cumberland, MD 21502
Legal Description: Allegany County, Maryland Land Records Deed Liber 734, folio 767

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
   A. that has never been occupied; or
   B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

(1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
(2) Would pose a direct threat to the health or safety of:
   (i) the purchaser; or
   (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further

acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: _____

_____

_____

Owner James R. Eckels Sr. Pres. Date 2/3/17
Eckels Investments, Inc., by James Eckels, Sr., President

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____
Mayor and City Council of Cumberland, by Brian K. Grim, Mayor

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

(ii)✓ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i)___ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

(ii)✓ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c)___ Buyer has received copies of all information listed above.

(d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*
(e)___ Buyer has (check (i) or (ii) below):

(i)___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ___ Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer:_____ Date: _____

Mayor and City Council of Cumberland,
by Brian K. Grim, Mayor

Seller: James R. Eckels Sr. - Pres. Date 2/3/17

Eckels Investments, Inc. by James Eckels, Sr.,
President

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

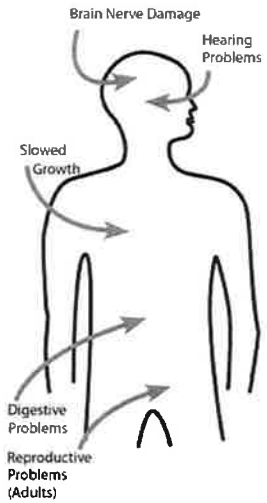
State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:



- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 250 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Regular Council Agenda
February 21, 2017

Description

Order authorizing a Contract of Sale with Eckels Investments, Inc. for the City's purchase of 307-309 Arch Street for $14,000; authorizing acceptance of the deed providing settlement contingencies are met; authorizing extension of the closing date for 60 days if necessary; and authorizing the City Administrator and City Solicitor to execute all documentation

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __February 21, 2017__

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

THAT, the Mayor be and is hereby authorized to execute a Supplemental Letter of Agreement to the Agreement Recreating the Allegany County Combined Criminal Investigative (C3I) Units, dated April 25, 2012, to outline the coordination of law enforcement response and the provisions of services for a trauma informed response in the case of a Frostburg State University victim or accused.

_____

Mayor Brian K. Grim

SUPPLEMENTAL LETTER AGREEMENT

BETWEEN CERTAIN PARTIES TO THE

AGREEMENT RECREATING THE
ALLEGANY COUNTY COMBINED CRIMINAL INVESTIGATIVE UNITS
2012 REWRITE

To: The Mayor and City Council of Cumberland, Maryland
The Allegany County Sheriff's Office
The Mayor and City Council of Frostburg, Maryland
The Frostburg State University

By this Letter dated _____, 2017, the Cumberland Police Department, the Allegany County Sheriff's Office, the Frostburg City Police Department and the Frostburg State University Police Department, all of which are certain of the parties (the "Parties") to the Agreement Recreating the Allegany County Combined Criminal Investigative Units, dated April 25, 2012, ("Agreement") agree as follows:

Sexual assault, sexual violence and sexual harassment investigations are sensitive and difficult endeavors. Coordination of law enforcement response and provision of services are critical to a trauma informed response. In addition, in the case of a Frostburg State University ("University") victim or accused, the University has specific obligations under Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et. seq.

In order to effectively and efficiently fulfill the obligations of Title IX, the parties hereto agree that a University student may concurrently pursue a criminal action with law enforcement and a sexual harassment complaint through the University regarding the same incident. In addition, where feasible and applicable, law enforcement will assist the University in obtaining/testing relevant forensic evidence. Coordination of these efforts will be through the Chief of Frostburg State University Police, who will notify and work directly with the University Title IX Officer.

Member agencies also agree to promptly notify the Chief of Frostburg State University Police upon receipt of a report of a sexual assault/sexual violence or sexual harassment involving a known student of the University. Notifications between member agencies and the Chief of Frostburg State University Police will normally occur within 24 hours of a report and upon receipt of a report, the Chief of Frostburg State University Police will immediately notify the University Title IX Officer via telephone or email.

The Chief of Frostburg State University Police and the Title IX Officer will coordinate efforts to promptly and equitably respond, and will accurately and thoroughly document all efforts, including all investigatory steps taken.

The Parties and the addressees have indicated their acceptance of this Letter Agreement by their signatures below.

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Brian Grim, Mayor

CITY OF CUMBERLAND POLICE DEPARTMENT

_____
Charles H. Hinnant, Chief of Police

ALLEGANY COUNTY SHERIFF'S OFFICE

_____
Craig Robertson, Sheriff

STATE'S ATTORNEY FOR ALLEGANY COUNTY

_____
Michael O. Twigg, State's Attorney

MARYLAND STATE POLICE

_____
William Pallozzi, Superintendent

MAYOR AND COUNCIL OF THE CITY OF FROSTBURG

_____
W. Robert Flanigan, Mayor

CITY OF FROSTBURG POLICE DEPARTMENT

_____
Royce Douty, Chief of Police

FROSTBURG STATE UNIVERSITY

_____
David C. Rose, Vice President, Administration and Finance

FROSTBURG STATE UNIVERSITY POLICE DEPARTMENT

_____
Cynthia Smith, Chief of Police

Regular Council Agenda
February 21, 2017

Description

Order authorizing the execution of a Supplemental Letter of Agreement to the Agreement Recreating the Allegany County C3I Unit, dated April 25, 2012, to address the coordination of law enforcement response and the provision of services in the event of a critical trauma informed response at Frostburg State University

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __February 21, 2017_**

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

THAT, the sole source proposal of Carl Belt, Inc. for the repair of the 30" water main under I-68 in the estimated amount of One Hundred Seventy-Five Thousand Dollars ($175,000) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this award shall be made on a sole source basis due to the emergency nature of the repairs, as provided for by Section 2-171 (c) of the City Code.

_____

Brian K. Grim, Mayor

CARL BELT
INCORPORATED

CONTRACTING .. ENGINEERING

Telephone: 301-729-8900
FAX Number: 301-729-0163

11521 MILNOR AVENUE
UPPER POTOMAC INDUSTRIAL PARK

POST OFFICE BOX 1210
CUMBERLAND, MARYLAND 21501-1210

February 9, 2017

City of Cumberland
57 North Liberty Street
P.O. Box 1702
Cumberland, MD 21502

ATTN: MR. JOHN DIFONZO

RE: 30" WATER MAIN REPAIR UNDER I-68

Dear John,

As we have been discussing, I have prepared a budget cost to repair the leaking line under I-68. Our budget is as follows:

SCOPE OF WORK

- Test pit each side and verify alignment and pipe size
- Acquire pipe materials to perform repair
- Schedule subcontractors and suppliers to perform required services
- Repair method:
    - Excavate and install line stop on Central Avenue above Maryland Avenue
    - Excavate both on Central Avenue and Pine Avenue to expose existing pipe as necessary
    - Cut and dispose of existing pipe as necessary
    - Adapt existing 30" pipe down to 24"
    - Fuse together approx. 350 l.f. of 24" (IPS) HDPE pipe
    - Slide fused HDPE pipe through 30" C.I. pipe
    - Install HDPE and MJ fuse on adaptors on 24" HDPE pipe
    - Connect 24" HDPE to 30" x 24" MJ adaptors
    - Fill line from Pine Avenue and flush
    - Remove line stop
    - Backfill holes and cold patch roadway
- Materials availability/lead time:
    - HDPE Pipe (two days)
    - HDPE and MJ Adaptors (five days)
    - Line Stop Saddle (two days)
    - Cast Iron and Ductile Iron Coupling (fourteen days)
    - 30" x 24" MJ Adaptor (five days)
    - Line Stop Crew (should be available with seven days notice)
    - Fusing Crew (two days notice)

EXCLUSIONS / CLARIFICATIONS

- 30" ductile iron pipe provided by City
- One (1) 30" Mega-Lug may be needed from City
- No filling of space between HDPE pipe and cast iron pipe under I-68
- Traffic will need routed around Central and Pipe Avenues during construction
- Water services may need re-feed due to line stop
- This project can be performed on a cost plus basis

Our budget for this repair is **$175,500.00**. Please note that availability dates shown are subject to change daily so the sooner we can get authorization to proceed with the work, the better our chances to improve on delivery.

If you should have any questions or require any additional information, please feel free to call.

Sincerely,

CARL BELT, INCORPORATED

David W. Snyder
Estimator / Project Manager

Cc: CBjr/JB/MF/DM/TW/File

CB-17-019

Regular Council Agenda
February 21, 2017

Description

Order accepting the sole source proposal from Carl Belt, Inc. for the emergency repair of the 30" water main under I-68 in the estimated amount of $175,000, as provided for by Section 2-171 (c) of the City Code

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation that the sole source proposal from Carl Belt, Inc. for the repair of the 30" water main under I 68 in the estimated amount of $175,000 be accepted. The 30 inch line under I-68 is a critical line in our water system line and it needs to be repaired and put back into service as soon as possible. That is the justification for saying this is an emergency and our positive experience with Carl Belt Inc. in other water main emergency work along with the fact that they proposed an excellent way to make the repair at a reasonable cost provides additional justifications for doing this work as a sole source.

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)