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

AGENDA

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

DATE 11/7/2017

***Pledge of Allegiance**

I. ROLL CALL

II. PROCLAMATIONS

(A) Proclaiming November 25, 2017 as Small Business Saturday

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation from Delegate Mike McKay summarizing the 2017 Annapolis Legislative Session

IV. DIRECTOR'S REPORT

(A) Public Works

1. Maintenance Division monthly report for September, 2017

2. Engineering Division monthly report for October 2017

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of October 3 and 17, 2017

VI. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order declaring a 2007 Sterling L-7500 Vac-Con (VIN No. 2FZAATDC47AX53295) to be surplus equipment and authorizing it for sale or trade-in

2. Order authorizing the purchase of a Vac-Con Combination Sewer Cleaner from Atlantic Machinery, Inc. through the NJPA (National Joint Power Alliance) Purchasing Cooperative

Contract 022014-AMI for the amount not to exceed $351,420 to include a trade in value of $15,000 for the existing 2007 Vac-Con machine

3. Order authorizing the appointment of Brian K. Grim to the Affirmative Action Committee effective this date to fill the seat previously held by Nicole (Wagoner) Alt-Myers

4. Order authorizing the Fire Chief to execute Employee Training and Reimbursement Agreements with City Firefighters Daniel Breeding and Andrew Brown stating terms for their attendance at training to allow them to accompany the CERT Team on calls, and terms for their reimbursement to the City for that training in the event of their termination from City employment

5. Order authorizing the acceptance of $120,000 in Community Parks and Playgrounds Grant Funding for the "Cumberland and Allegany College Softball Field Project," authorizing the Mayor and City Administrator to execute documentation relative to the grant, and approving FY 2018 Budget Adjustments to reflect acceptance of the grant funding

6. Order accepting the proposals of Constellation Energy to supply a 36-month fixed price electricity supply for the City's Maryland accounts at $0.04851 per kWh and WGL Energy to provide a 36-month fixed price electricity supply for the City's Pennsylvania accounts at $0.0484 per kWh for the term of November 1, 2019 - October 31, 2022 pending final review of pricing and contract documents, and authorizing the Mayor and/or City Administrator to sign documentation to finalize the contracts

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VIII. ADJOURNMENT

Regular Council Agenda
November 7, 2017

Description
Proclaiming November 25, 2017 as Small Business Saturday

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

~ MARYLAND ~

Proclamation

WHEREAS, *independently owned small businesses are the building blocks that help establish the identity of a neighborhood and reinforce the economic stability of a community; and*

WHEREAS, *the City of Cumberland is proud to support the many shops, restaurants and service businesses in our community that are owned and operated by family, neighbors and friends; and*

WHEREAS, *for each dollar spent at a locally owned independent store, 68-cents stays in the community through taxes, payroll and other expenditures, as compared to 43-cents from a national chain; and, likewise, for each dollar spent shopping online, zero-cents in local sales tax is generated; and*

WHEREAS, *in recognition of this important economic influence, "Small Business Saturday" was founded in 2010 by American Express and officially recognized by the U.S. Senate in 2011 as a means to encourage holiday shoppers to purchase gifts and dine on the Saturday after Thanksgiving at locally owned and operated businesses that function as the "heartbeat of our communities;"*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim November 25, 2017 to be

"Small Business Saturday"

and do urge all citizens to "Shop Small" and support the local small businesses that we value for their contribution to our community.

Given under our Hands and Seals this 7st day of November, in the Year 2017, with the Corporate Seal of the City of Cumberland hereto attached, duly Attested by the City Clerk.

ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor

Regular Council Agenda
November 7, 2017

Description
Presentation from Delegate Mike McKay summarizing the 2017 Annapolis Legislative Session

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
November 7, 2017

Description
Maintenance Division monthly report for September, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
September 2017

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
SEPTEMBER 2017

- POTHOLES AND COMPLAINTS
  - Potholed 18 Streets and Alleys using 43 tons of HMA.

- UTILITY HOLE REPAIR
  - Completed 10 Water Utility Hole Repairs and 3 Sewer Utility Holes using 6 CY of Concrete and 27 tons of HMA.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 15 Traffic Control Signs.
  - Installed 3 HC signs
  - Removed 3 HC Signs.
  - Painted 12 curbs

- STREET SWEEPING
  - Swept 718 curb miles (approx. 165 cubic yards of debris).
  - Hauled 39 tons of sweeper dumps to landfill.

- MISCELLANOUS
  - Completed Traffic roadway markings with Roadsafe paint crew
  - Cleaned the Baltimore Street underpass 3 times and McMullen Bridge once.
  - Brush and tree 8 areas
  - Hauled mulch and soil for LBC
  - Completed 5 dead animal removals
  - Completed ditch work on Canal Parkway from outfalls.

STREET MAINTENANCE - SEPTEMBER 2017		9/1	9/4-9/8	9/11-9/15	9/18-9/22	9/25-9/29	TOTAL
SERVICE REQUEST COMPLETED							0
PAVING PERFORMED	TONS			70	90	372	532
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER	1	2	3	2	2	10
	SEWER	1		1		1	3
	CY	1.00		4.00	1.25		6
	TONS	1.0	12.0	9.0	1.0	4.0	27
POTHOLES FILLED	STREETS		5	4	8		17
	ALLEYS		1				1
	DAYS		3	2	4		9
	Cold Mix						0
	TONS		12.0	2.5	28.5		43
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					7	8	15
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
			1		4	2	7
PAINTING PERFORMED	BLUE				5	2	7
	YELLOW						0
	RED				3	2	5
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	11	9	13			33
	MILES	197	163	171			531
SWEEPER DUMPS HAULED TO LANDFILL	TONS		24.0		8.0	6.6	39
SALT BARRELLS - PICK UP	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS			1	1	1		3
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days		2		1	1	4
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads						0

Hauled mulch and soil for LBC

Cleaned wash from outfalls on Canal Parkway

Traffic markings with Roadsafe paint crew for 2 days

Provided safety and traffic control devices for several community functions

Cleaned ditch out between Welch Ave and Schlund St

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
SEPTEMBER 2017

- Constitution Park
  - Cleaned up garbage, bathrooms and pavilions 3 time/week.
  - Cut grass in Park and Long Field.
  - Closed up pool for winter
  - Worked on baby pool leak

- Mason Complex
  - Cleaned up garbage 3 time/week.
  - Lined Fields as per schedule.
  - Maintained football and soccer fields as per schedule.
  - Cut grass.

- Abrams, Cavanaugh and JC
  - Cleaned up garbage and bathrooms 3 time/week.
  - Cut grass.
  - Maintained and lined Abrams, JC and Cavanaugh Fields as per schedule.

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

Parks & Recs Field Work

September 2017

	9/4-9/8			9/11-9/15			9/18-9/22			9/25-9/29		
	Line	Drag	Spike	Line	Drag	Spike	Line	Drag	Spike	Line	Drag	Spike
Flynn								1				
Nonneman								1				
Northcraft												
Bowers FB	1			1						1		
Galaxy FF				1			1					
United												
Nonneman SF	1			1			1			1		
Long				1	1		1	1		1	1	
Cavanaugh	1	1		1	1		1	1		1		
JC												
Abrams							1	1		1	1	
Nonneman Jr	1			1			1			1		
Northcraft SF	1			1			1			1		
Bower SF												
Total	5	1	0	7	2	0	7	5	0	7	2	0

Parks and Rec Mowing Areas
September 2017

Location	Times cut
Abrams Field	2
JC Field	2
Valley St Parklet	2
Fairmont	1
Ridgedale	1
Springdale	2
Smith Park	2
Vets Park	2
Washington Headquarters	1
Sun Dial	1
Pine Ave	
Lucy's Park	2
Old HRDC	2
Mullen	2
14 Somerville (rear)	2
Evitts Creek	1
Boat Ramp	1
Rolling Mills Parklet	1
224-226 Cecelia St	2
404-406-414 Park St	2
513-529 Maryland Ave	2
Emily St dead end	1
Louisiana Ave (Hartleys)	1
Pear St	1
Centre St Playground	2
Municpal Center	2
Mason's Sports Complex	3
Pistol Range	2
Cavanaugh Field	2
Long Field	6
Constitution Park	2

Fleet Maintenance
September 2017

Total Fleet Maintenance Projects	**135**
Street Maintenance	25
Snow Removal	0
DDC	0
CPD	41
Water Distribution	10
P & R Maintenance	3
CFD	19
Sewer	8
Code Enforcement	0
Flood	0
PIP	0
WWTP	0
Engineering	6
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	0
Public Works	2
Water Filtration	2
Small Engine Repairs	0
Scheduled Preventive Maintenance	15
Field Service Calls	4
Total Work Orders Submitted	**41**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
November 7, 2017

Description
Engineering Division monthly report for October 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						October 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	WRA has been attempting to schedule a meeting with CSX so that plans can be reviewed. The current thinking is that opening what CSX refers to as a 'utility request' will put the plan review process in motion.	PJD	11/1/2017
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	Excavation for the Tank is about 90% complete. Overall construction is about 8% complete. Two change orders were approved by the M & CC, and will be forwarded to MDE for their review and approval.	PJD	11/1/2017
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	Work is complete and final close out, including the final change order are in progress.	JDF	11/1/2017
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	Work is complete and final report and request for reimbursement have been submitted.	JDF	11/1/2017
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	**NO CHANGE** - Working on "Bullpen" area design. Also working on bid specifications, and ascertaining if any permits are required, in addition to the Waterway Construction Permit.	PJD	11/1/2017
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** - Currently not a high priority project.	PJD	11/1/2017
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	Work is complete and final report and request for reimbursement have been submitted.	JDF	11/1/2017
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	**NO CHANGE** Project is on hold. Trees along flood wall and levees will be removed and the stumps either ground or sprayed with herbicide to kill them.	PTE	7/6/2017
2014	04-14-WWTP	Sludge Screening Study/Design	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	Design	**NO CHANGE** Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	JDF	6/1/2017
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 in 2016 under this contract. The contract is still opened and some more work is being done this year, including portions of Bedford Street and Fayette Street in conjunction with the Gas Company work.	JDF	11/1/2017

Item # 4

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2017	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
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	As of the end of October, this project was about 85% complete.	JDF	11/1/2017
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	Project documentation has been revised and resubmitted to SHA for review. Approval of the submitted documents is expected in November so that the project can be advertised for bids after Christmas. This has been a very slow process.	JDF	11/1/2017
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Work continues.	PJD	11/1/2017
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	**NO CHANGE** - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	JDF	6/1/2017
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	**NO CHANGE** - This project should become a Canal Place Project. There has not been much activity on this project recently, however we will keep it here until it is either dropped or started by Canal Place.	JDF	6/1/2017
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Construction	Construction is underway, and progressing apace.	PJD	11/1/2017
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	**NO CHANGE -** A number of paving projects were completed in 2016. The contract is still opened and some work may be done 2017.	JDF	6/1/2017
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	**NO CHANGE** Project continues. Stream sampling ongoing on a monthly basis throughout the completion of the storage facility to ID baseline stream data for bacteria.	RJK	9/28/2017
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	**UPDATE** Asset Management Program/Capital Improvement Planning Ongoing. Proposals being received 9/27 for consultant for AMP implementation.	RJK	9/28/2016

Item # 4

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2017	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Design	**UPDATE -**First Phase of project complete. Electric Conduit has been installed. Street has been milled and paved. Reimbursement was submitted to MD for the release of State Bind Funds.	KAR	6/1/2017
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	The Letter of Final Determination date is now 11/2/17, with a projected effective date of 5/2/18.	PJD	11/1/2017
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	**NO CHANGE** - Work can start as soon as the Owner desires.	PJD	11/1/2017
2016	12-16-M	Baltimore Street Access Improvement - Final Design	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.	Design	Miss Utility locations of underground utilities have been marked. EADS has completed an aerial survey using drones. As soon as there is confirmation of the traffic flow option to be developed in detail, the design kickoff meeting with EADS will be scheduled. The Community Development Programs Manager has initiated the National Historic Preservation Act	PJD	11/1/2017
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 bathhouse floor and wadding pool were added to the project. The project looks great, however there was an issue with water getting under the pool liner of the wadding pool. It now appears that that issue will have to be resolved in the spring of 2018.	JDF	11/1/2017
2016	1-16-W	Willowbrook Road 12" Waterline Replacement	Replacement of 12" waterline along the NE side of Willowbrook Rd from the roundabout (Main Hospital Entrance) through the intersection of Country Club	Planning	RFP consultant, Bennett Brewer and Associates, will be at a construction site to review the actual installation process for one of the options, cured in place pipe (CIPP), to confirm this approach is a feasible alternative for our application.	PJD	11/1/2017
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	**NO CHANGE** - Construction Complete. Awaiting as-builts, incl	PJD	11/1/2017
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	**NO CHANGE** -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	6/1/2017
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. This work needs to be done and we are working on funding.	JDF	6/1/2017

Item # 4

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2017	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	1-17-M	Cavanaugh Ball Field Concession Renovations	Gut and rebuild of interior concession structure at Cavanaugh Ball Field. To include new electric 200 amp service and new plumbing. Interior will be ADA accessible with ADA Compliant bathrooms. New Score Board was purchased to be installed.	Construction	NEW- Project is substantially complete. Waiting for invoice for scoreboard payment.	KAR	11/3/2017
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	This project has been delayed because of other work, but must be done.	JDF	11/1/2017
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Design	MDE did not approve this project, but it has been in need of replacement for a very long time and the best time to do it is with the SHA Deck Replacement planned for 2018. The City will have to pay the costs, but the Engineering is being done by the same design firm doing the bridge Deck Design and the work will be incorporated into the construction contract. Design is about 40% complete. Project will include tow fire hydrants to allow the line to be drained, and also provide fire protection on Rte. 51. The line will also be insulated, which will also provide a protective cover for the line. Past damage has been from salt water leaking through he bridge joints on the existing steel line. The new line will be ductile iron pipe.	JDF	10/17/2017
2017	8-17-M	Baseline Water Quality Sampling Evitts Creek Water Company	Western Pennsylvania Conservancy to provide detailed technical and scientific consulting to the ECWC including: Habitat Characterization and Baseline Water Quality Sampling.	Study	**NO CHANGE** - Sites selected for sampling. Requesting permission to enter a few properties to access Streams.	RJK	9/5/2017
2017	09-17-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction Bidding	NEW- Project is out to bid with bids due June 7 for an award recommendation of June13. New contract will begin July 1, 2017.	KAR	6/1/2017
2017	10-17-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction Bidding	NEW- Project is out to bid with bids due June 7 for an award recommendation of June13. New contract will begin July 1, 2017.	KAR	6/1/2017

Item # 4

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						October 31, 2017	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	12-17-M	Computer Aided Design Services	Computer Aided Design (CAD) Services to prepare several AutoCAD Templates, to convert existing standard construction details to CAD, and to create several new standard construction details.	Design	The contract was awarded to SPECS, Inc., and the kick-off meeting was held. SPECS, Inc. is currently working on this contract.	JRD	6/30/2017

Item # 4

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						October 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	**NO CHANGE**	RJK	28-Sep-17
	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) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	**UPDATE** A couple new "industries" are coming online soon. These are part of the medical cannabis processes. One is proposed to be a cultivating facility (inside the City) and the other is a processing facility. Each facility has submitted a pretreatment application and are slated for start-up this fall or later. These are new industries under the pretreatment program and will require wastewater monitoring to see if they qualify for a waste contribution permit. Additionally, EPA has implemented a dental category in the pretreatment program. Within the next couple of years the City will need to collect certifications for amalgam separation equipment from dental facilities. City is awaiting State guidance on this program.	RJK	28-Sep-17
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	**NO CHANGE** - Renewal application due July 2018.	RJK	28-Sep-17
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**NO CHANGE**	RJK	28-Sep-17
	WFP	NPDES Permit	Requirements for compliance		**NO CHANGE**	RJK	5-Sep-17
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**UPDATE** Water sampling done on October 27th at 5 sites within the watershed of Evitts Creek. Looking at setting baseline for stream inputs into Lake Gordon and Lake Koon.	PTE	2-Nov-17
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**UPDATE** Met in September - got updates on various projects commission is working on. No October meeting.	PTE	2-Nov-17
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**NO CHANGE**	PTE	28-Sep-17

Item # 4

Regular Council Agenda
November 7, 2017

Description
Approval of the Regular Session Minutes of October 3 and 17, 2017

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.
Eugene T. Frazier

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 10/3/17

***Pledge of Allegiance**

I. ROLL CALL

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

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Mayor Grim to administer the Oath of Office for the Cumberland Police Department to Officers Todd D. Pressman, Derrick N. Pirolozzi, and Ashlee N. Stumbaugh

Chief Charles Hinnant introduced each officer and provided a brief personal history for each. Family members were introduced and Mayor Grim administered the Oath of Office to the officers.

III. APPROVAL OF MINUTES

(A) Routine

1. Statement regarding complaint filed with the Open Meetings Compliance Board

Mayor Grim presented a statement in response to the complaint filed with the Open Meetings Compliance Board by Craig O'Donnell.

2. Approval of the Regular Session Minutes of August 15, 2017

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

(B) Administrative / Executive

1. Approval of the Closed Session Minutes of July 18 and August 15, 2017

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

IV. NEW BUSINESS

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments prior to vote. Motion to approve Consent Agenda Items 1-5 was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

1. Order authorizing the Chief of Police to accept a Maryland Highway Safety Office Grant for FY18 in the amount of $2,000 for police overtime concentrating on aggressive driving, distracted driving, and DUI enforcement for the project period 10/1/17 - 9/30/18

   ORDER NO. 26,194

2. Order authorizing the execution of a Contract of Sale with Howard M. Bohn and Mary Kathleen Bohn for the City's purchase of 6 Virginia Avenue for the price of $52,500 which shall be paid by means of a forgivable loan towards the Bohn's purchase of 911 Michigan Avenue, providing for certain contingencies of sale, and authorizing the City Administrator and City Solicitor to execute documents pertaining to the transfer

   Prior to vote, Carey Walker, Cumberland, raised questions regarding the purchase of this property. Mr. Rhodes advised that the purchase price is being paid by means of a forgivable loan using CDBG fund. The forgivable note would obligate the Bohn's to repay the funding if they did not stay in the house for at least 5 years. Upon questioning, Mr. Rhodes advised that he did not believe the purchase price represented the appraised value and that the project did fit requirements of the CDBG program.

   ORDER NO. 26,195

3. Order authorizing the Mayor to execute a Main Street Maryland Letter of Agreement with the MD Department of Housing and Community Development outlining terms by which the City of Cumberland shall participate in the program

   ORDER NO. 26,196

4. Order rescinding Order No. 26,190 due to an error in the award amount of $301,678.53 and re-approving the proposal from The EADS Group, Inc. for the engineering design of the New Baltimore Street Town Center Project (12-16-M) in the estimated contract price of $314,796.53 and authorizing execution of an Agreement for Professional Services regarding the project

   ORDER NO. 26,197

5. Order authorizing execution of an Employment Agreement with Jeffrey D. Rhodes for the position of City Administrator to be effective October 3, 2017 through June 30, 2021 with automatic one (1) year renewals unless terms are renegotiated per terms of the agreement

   ORDER NO. 26,198

V. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Carey Walker, Cumberland, questioned why none of the city's brick streets were included in the paving program and questioned whether grant funding could be found to pave these street. Kathy McKenney,

CD Programs Manager, advised that past attempts to find finding for this type of street had been unsuccessful but staff could look again. John DiFonzo, City Engineer, discussed that brick streets don't fail the same as asphalt streets, but the City does give consideration to paving brick streets if need be, however an equal number of people criticize the City for paving historic streets. With regarding to Mr. Walker's concerns over the condition of Grand Avenue, Mr. DiFonzo advised that such a project would be very labor intensive and the best course of action may be to entirely repave the street; however there were other streets that were failing faster than Grand Avenue.

Lawrence Becker, Piedmont Avenue, raised questions regarding the list of street repairs that had recently been in the paper, asking specifically why Willowbrook Road was on the list. Mr. DiFonzo advised that listing Willowbrook on the list was a mistake and had been picked up because the water line in that area was going to be replaced using the same bond funding that the street paving costs would be drawn from. Mr. Becker raised additional concerns regarding Cumberland and South Streets; cars going the wrong way at Industrial and Virginia due to poor directional signage; the need for a stop sign rather than a light at Bedford and Mechanic; the City's policy for letting City workers leave the city limits during work hours; and the need to "hound" the County for additional financial support for the City.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:49 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.
Eugene T. Frazier

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 10/17/2017

***Pledge of Allegiance**

I. ROLL CALL

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

ABSENT: Councilman Seth Bernard

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael Scott Cohen, City Solicitor; Lt. Chuck Ternent, City Police; Sherri L. Nicol, Assistant to the City Clerk

II. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for September, 2017

Item Action: Approved

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

(B) Fire

1. Fire Department monthly report for September, 2017

Item Action: Approved

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

(C) Administrative Services

1. Administrative Services monthly report for August, 2017.

Item Action: Approved

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

(D) Public Works

1. Utilities Division monthly report for September, 2017.

Item Action: Approved

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

III. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of September 5 and 19, 2017, and the Work Session Minutes of September 19, 2017

Item Action: Approved

Motion to approve the minutes was made by Councilman Caporale, seconded by Councilman Frazier and passed on a vote of 4-0

(B) Administrative / Executive

1. Approval of the Closed Session Minutes of September 5 and 19, 2017

Item Action: Approved

Motion to approve the minutes was made by Councilman Caporale, seconded by Councilman Frazier and passed on a vote of 4-0

IV. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action: Approved

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Grim entertained questions or comments. Motion to approve Consent Agenda Items 1 - 8 was made by Councilman Caporale, seconded by Cioni and passed on a vote of 4-0

1. Order authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to conduct six drug interdiction events between now and June 1, 2018 in an attempt to reduce the illicit supply of opioids in Cumberland; $10,000 in police overtime money has been appropriated by the Allegany County Health Department for this initiative.

Before voting to approve the Consent Agenda, the following conversation took place:

Mr. Jim Malone inquired if there was other information available for the police grant, and questioned if money was in the City's budget for the drug interdiction work, or if the taxpayers were paying for it.

Mr. Rhodes touched on the specifics and told Mr. Malone that he could certainly be provided with more details. Mr. Rhodes also stated that the money for the police grant was given to the City from Allegany County for this particular program, and that the State is providing money to Allegany County for this. Mr. Malone had further questions, which Mr. Rhodes deferred to Lt. Chuck Ternent who was present at the meeting. Lt. Ternent explained that the money was used for police overtime, to allow the Police Department to work on specific problems in the neighborhoods related to the opioid epidemic.

Greg Larry, Cumberland Times-News, inquired what exactly a "drug interdiction" was. Lt. Ternent explained that as the Police Department receives intelligence that there may be drug activity in a particular neighborhood, they try to stop it by overt or covert controls.

ORDER NO. 26,199

2. Order approving the sole source joint proposal from the WVU Land Use & Sustainable Development Law Clinic and Downstream Strategies to develop a Blight Action Plan for the City for the amount not to exceed $31,214

Before voting to approve the Consent Agenda, the following conversation took place:

Mr. Paul Natoriani inquired if the WVU Blight Action Plan has anything to do with the Rolling Mill properties, or anything owned by the CEDC. Mr. Rhodes explained if there's a property there when surveying is done, they may include it in the survey, but the Blight Action Plan is not by any means meant to specifically address Rolling Mill.

ORDER NO. 26,200

3. Order authorizing the execution of Change Order No. 1 to the existing contract with Leonard S. Fiore, Inc. for the CSO Storage Project at the WWTP - Phase 1, to add 42 days to the contract.

ORDER NO. 26,201

4. Order authorizing the execution of Change Order No 2 to the current contract with Leonard S. Fiore on the CSO Storage Phase 1 at the WWTP (Project No. 01-10-WWTP) for the increased amount of $16,582.53, bringing the total contract price to $26,432,922.53. This Change Order is contingent upon approval from MDE.

ORDER NO. 26,202

5. Order appointing Kathleen Breighner and Terri Layton to the Human Resources Commission effective 10/1/17 – 10/1/20; Ben Wolters to the Planning & Zoning Commission effective 10/1/17 –

10/1/11; Dennis Bittinger to the Shade Tree Commission effective 10/1/17 – 10/1/21; and Charles Taylor, Jr. to the Zoning Board of Appeals effective 10/1/17 – 10/1/20

ORDER NO. 26,203

6. Order declaring certain computer equipment to be surplus and authorized for disposal.

ORDER NO. 26,204

7. Order authorizing the sole source purchase of root control services for the Sewer Department from Duke's Root Control, Inc. in the amount of $49,951.23

ORDER NO. 26,205

8. Order appointing J. Matthew Gilmore, Raymond Morriss, Mary Beth Pirolozzi, Dale Sams, and John R. Smyth, Jr. to the Citizen Advisory Commission on Salaries and Benefits effective October 17, 2017

ORDER NO. 26,206

(B) Letters, Petitions

1. Letter from Police Chief Charles Hinnant advising that a public information session will be held Wednesday, November 1, 2017 at 5:30 p.m. at the Cumberland City Hall Council Room, 57 N. Liberty Street, Cumberland, MD 21502, as part of the on-site assessment requirements for the Cumberland Police Department's program to obtain CALEA Accreditation Status.

V. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Paul Natoriani, 819 Fayette Street, asked why there was a sign on the City Hall doors that said the Attorney General would not be speaking at City Hall that night. Mr. Rhodes explained to Mr. Natoriani that the City allows a space once a month for a representative from the Attorney General's office, or the Better Business Bureau, to talk with residents who have problems pertaining to the Attorney General office's area of expertise.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:28 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Sherri L. Nicol, Assistant to the City Clerk _____

Regular Council Agenda
November 7, 2017

Description

Order declaring a 2007 Sterling L-7500 Vac-Con (VIN No. 2FZAATDC47AX53295) to be surplus equipment and authorizing it for sale or trade-in

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 7, 2017__

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

THAT, the Mayor and City Council of Cumberland is the record owner of a certain Sterling Vac-Con sewer cleaner 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;

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 sale or trade-in:

2007 Sterling L-7500 Vac-Con

VIN No. 2FZAATDC47AX53295

_____

Mayor Brian K. Grim

Regular Council Agenda
November 7, 2017

Description

Order authorizing the purchase of a Vac-Con Combination Sewer Cleaner from Atlantic Machinery, Inc. through the NJPA (National Joint Power Alliance) Purchasing Cooperative Contract 022014-AMI for the amount not to exceed $351,420 to include a trade in value of $15,000 for the existing 2007 Vac-Con machine

Approval, Acceptance / Recommendation

After much research and evaluation, the Public Works Operation Manager would like to recommend the purchase of the VAC-CON from Atlantic Machinery Inc, Silver Spring Maryland using NJPA (National Joint Power Alliance) Purchasing Cooperative Contract 022014-AMI in accordance with Section 2-171(b) of the City Code.

The price for the new machine is **$351.420.00.** This price INCLUDES a negotiated discount of $8,000 for Customer Loyalty, Extended Warranty on Debris Tank, Trade In Value of $15,000 for Existing 2007 Machine and a 2-4 Week Delivery Time Frame. This price is less than the amount budgeted in 003.320.64000 ($375,000).

Staff researched other options for this piece of equipment. We looked very closely at a single engine machine that is about $2,000 less than the dual engine VAC-CON, however, the VAC-CON (dual engine set up) is the desired machine by the Sewer Department. In addition to the 2-4 week delivery (other machine delivery dates were 6-8 months out), another very important factor in our decision is the trade in of the existing machine that only Atlantic Machinery offered.

☐ Budgeted

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

Value of Award (if applicable)

Original Purchase Price = $ 374,420
Less negotiated discount ($8,000)

Cover Memo

Item # 7

Less Trade-in Value of existing Vac-Con ($15,000)
Total Cost = $351,420

Source of Funding (if applicable)

FY18 Budget 003.320.64000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __November 7, 2017_

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

THAT, the bid from Atlantic Machinery, Inc., 2628 Garfield Avenue, Silver Spring, Maryland, 20910, to provide a 2017 VAC-CON Combination Sewer Cleaner for the amount not to exceed Three Hundred Fifty-One Thousand, Four Hundred Twenty-Nine Dollars ($351,429.00) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this purchase amount includes the trade-in value of Fifteen Thousand Dollars ($15,000.00) for a 2007 Sterling L-7500 VAC-CON currently owned by the City; and

BE IT FURTHER ORDERED, that this vehicle be purchased through the City's National Joint Power Alliance (NJPA) Purchasing Cooperative Contract No. 022014-AMI in accordance with Section 2-171(b) of the City Code.

_____

Brian K. Grim, Mayor

Budgeted: FY18 Sewer Department 003-320-64000

10/12/17

COMBINATION JET/VACUUM SEWER CLEANER

NJPA CONTRACT: 022014-AMI

Customer: CITY OF CUMBERLAND Shipping: MARYLAND

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V390/1000	
Freightliner Model 114SD Chassis 4 x 2 370 HP Allison Auto transmission and Air conditioning, 43,000 GVWR	
Body mounting on Chassis	
10' Aluminum Telescoping boom with joy stick and remote pendant control (telescopes hydraulically 10' forward from the stowed position) 10" diameter intake hose and boom, travel tie down post with latch	
Front Articulating hydraulic hose reel with 600' X 1" Jet Hose capacity (swings 3' out beyond side of truck chassis) with manual hose rewind guide	
1000 Gallon polyethylene water tank capacity with 10 year warranty	
9 Cubic yard capacity debris tank 3/16" corten steel, (10 year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overfill protection	
600' of 3/4" x 3000 PSI jet hose	
Auxiliary engine (water pump operation) John Deere 6-cylinder 185 HP	
3-Stage centrifugal compressor creating 200" vacuum and 0-8000 CFM	
Hydraulic tail gate door latches with hydraulic door grabber and safety latch	
Hydrostatic drive of vacuum system with pump upgrade	
Front tow eyes	
Giant water pump rated 65 GPM @ 3000 PSI with smooth continuous pressure	
6" knife valve in lieu of standard 5" butterfly valve	
Flat style rear door in lieu of standard domed door	

Item # 7

Requirement Specification	
Rear door drain valve flush out connection	
Rear splash shield	
1/4 turn ball valve water drain	
50' Retractable hand gun hose reel with hose	
Air purge system	
Debris body power flushout system	
Hydro excavation system	
Pre-tank water filter Y type	
Winter re-circulation system	
Aluminum dual roller level wind guide	
Auxiliary engine remote oil drain	
Cone storage rack	
Heavy reinforced "Wear Back" elbow	
Long handle storage PVC	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease zerk assembly	
LED 4 strobes, 2 front bumper, 2 rear bumper	
LED arrow board	
LED boom mounted flood lights	
LED rear mounted flood lights	
LED strobe with guard, rear mounted	
Mirror mounted strobe with limb guard	
6 way pendant control	
Low water alarm with light	

Item # 7

Requirement Specification	
Traffic camera system	
Rear camera placement	
Wireless remote control system	
ENZ Grenade nozzle 40.100A	
ENZ nozzle 404.08HS100	
Paper Vac-Con manual	
1" x 25' leader hose	
Lazy Susan Pipe rack for 5 tubes	
8" adjustable air gap tube with quick clamp	
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator	
ICC lighting	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of ½" hand gun hose	
Paint : Body unit : White Stripes: Green	
Local dealer pre delivery and inspection	
On site customer training	
Consignee Delivery	
TOTAL DISCOUNTED CONTRACT PRICE	$374,420.00
ADDITIONAL DISCOUNT OFFERED BY LOCAL DEALER FOR CUSTOMER LOYALTY	($8,000.00)
TRADE IN: 2006 Vac-Con model V390LHA mounted on a Sterling LT7501 chassis	($15,000.00)
TOTAL PRICE OFFERED TO NJPA MEMBER	$351,420.00

Delivery is _____ Days after receipt of order.

NJPA CONTRACT NO 022014-AMI

VENDOR/CONTRACT HOLDER: ATLANTIC MACHINERY, INC.
2628 GARFIELD AVE.
SILVER SPRING, MD 20910

CONTACT: M.J. DUBOIS EMAIL MJDUBOIS@ATLANTICMACHINERYINC.COM

Item # 7

Regular Council Agenda
November 7, 2017

Description

Order authorizing the appointment of Brian K. Grim to the Affirmative Action Committee effective this date to fill the seat previously held by Nicole (Wagoner) Alt-Myers

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:** __November 7, 2017_

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

THAT, effective this date, Brian K. Grim be and is hereby appointed to the City's Affirmative Action Committee to replace the position vacated by Nicole (Wagoner) Alt-Myers.

_____

Brian K. Grim, Mayor

Regular Council Agenda
November 7, 2017

Description

Order authorizing the Fire Chief to execute Employee Training and Reimbursement Agreements with City Firefighters Daniel Breeding and Andrew Brown stating terms for their attendance at training to allow them to accompany the CERT Team on calls, and terms for their reimbursement to the City for that training in the event of their termination from City employment

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:** __November 7, 2017_

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

THAT, the Fire Chief be and is hereby authorized to execute Employee Training and Reimbursement Agreements by and between the Mayor and City Council of Cumberland and City Firefighters Daniel Breeding and Andrew Brown stating terms for their attendance at certain training to allow them to accompany the CERT Team on calls, and terms for their reimbursement to the City for that training in the event of termination from employment with the City.

_____

Brian K. Grim, Mayor

CITY OF CUMBERLAND FIRE DEPARTMENT

EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT

THIS CITY OF CUMBERLAND FIRE DEPARTMENT EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2017 by and between Mayor and City Council of Cumberland (the "City") and _____("Employee").

RECITALS:

WHEREAS, Employee has requested that he/she be permitted to attend a conference, meeting, seminar, workshop, training, educational course, or similar instructional class in connection with his/her employment with the City in its Fire Department (hereinafter, collectively referred to as "Training") and that the City pay for it; and

WHEREAS, Employee acknowledges that through attendance at such training, he/she will acquire professional skills and/or knowledge making him/her more marketable to employers other than the City; and

WHEREAS, subject to the hereinafter set forth terms and conditions, Employee agrees to reimburse the City for the costs of the Training (hereinafter identified as the "Costs") in the event of the termination of Employee's employment with the City.

WITNESSETH:

NOW THEREFORE, in consideration of the above recitals and the individual and mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto:

1. Costs of Training. The City of Cumberland Fire Department agrees to pay a total of $_____ ("Costs") for the following Training:

Name of Training:_____
Training Provided by:_____
Training Location:_____
Date(s) of Training:_____
Costs include and are limited to: lodging arranged through the City, meals prepaid by the City and Training tuition.

The City shall not be required to pay any other expenses related to the Training or which Employee incurs as an incident thereto.

2. Reimbursement for Costs. Except as provided below, Employee agrees to reimburse the City for the Costs if Employee's employment with the City is terminated (regardless of whether said termination is for cause, not for cause or as a result of the City's or Employee's decision to terminate the employment). Employee's obligation to reimburse the City commences upon the earlier of the date the City remits payment of all or any portion the Costs or the date it becomes obligated to pay all or any portion of the Costs.

Employee shall not be required to reimburse the City for the Costs to the extent they are refunded to the City as a result of Employee not attending all or a part of the Training. If Employee has yet to attend the Training as of the date of the termination of his/her employment and the City decides to allow another employee to attend the Training in his/her place, Employee shall not be required to reimburse the City except to the extent added fees are paid in order to substitute attendees. The City shall not be required to substitute attendees and it may deny such substitution for any reason or no reason at all.

In the event Employee is required to reimburse the City for Costs, said reimbursement shall be paid in full within thirty (30) days of the date of termination unless said time frame is extended by agreement of the Chief of the Fire Department and Employee.

3. Entire agreement; amendments. This Agreement contains the entire agreement of the parties and may be amended, waived, changed modified, extended or rescinded only by writing signed by the parties.

4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Maryland without regard to the principles of conflict of law. It shall be enforceable exclusively in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County unless the parties agree to another venue.

5. Attorneys' Fees. In the event suit or action is instituted as a result of a breach of the terms of this Agreement, the breaching party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorneys' fees (at trial or on appeal) as well as court costs and reasonable litigation expenses.

6. Severability. Each section of this Agreement shall be severable. Should any section hereof be deemed to be unconstitutional, illegal or void, said determination shall not affect the validity or enforceability of any other section.

7. Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

8. Headings. The headings of the provisions of this Agreement are solely for convenience of reference, are not a part of this Agreement and shall not affect the meaning, construction, operation or effect hereof.

9. 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.

10. 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 AGREEMENT. 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 AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

WITNESS/ATTEST:

_____ _____

Employee

_____

Printed name

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ **By:**_____

Donald Dunn, Chief, Cumberland Fire Department

Regular Council Agenda
November 7, 2017

Description

Order authorizing the acceptance of $120,000 in Community Parks and Playgrounds Grant Funding for the "Cumberland and Allegany College Softball Field Project," authorizing the Mayor and City Administrator to execute documentation relative to the grant, and approving FY 2018 Budget Adjustments to reflect acceptance of the grant funding

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:** __November 7, 2017_

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

THAT, authorization is hereby provided for the acceptance of Community Parks and Playgrounds Program grant funding in the amount of One Hundred Twenty Thousand Dollars ($120,000) for the project titled "Cumberland and Allegany College Softball Field; and

BE IT FURTHER ORDERED, that the Mayor and/or City Administrator be and is hereby authorized to execute all documentation relative to the acceptance of this funding; and

BE IT FURTHER ORDERED, that the following FY2018 Budget Adjustments be and are hereby approved to reflect the acceptance of this funding:

FY 2018 Budget Adjustments	
FY2018 Community Development Appropriation	$ 1,374,212
ACM Softball Field (Community Parks & Playgrounds Grant)	120,000
Amended FY 2018 (Community Development)	$ 1,494,212
FY 2018 Intergovernmental Revenue	$ 3,226,070
Maryland DNR community Parks & Playgrounds Grant	120,000
Amended FY 2018 Intergovernmental Revenue Budget	$ 3,346,070

_____

Brian K. Grim, Mayor

MARYLAND
DEPARTMENT OF
NATURAL RESOURCES

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Mark Belton, Secretary
Joanne Throwe, Deputy Secretary

May 2, 2017

Ms. Kathy McKenney
City of Cumberland
57 North Liberty Street
Cumberland, Maryland 21502

Dear Ms. McKenney:

Thank you for submitting an application for the Community Parks and Playgrounds Program. Funding for the project below has been included in the FY 2018 Maryland Capital Budget. This project is funded with GO Bonds; therefore it must be approved by the Board of Public Works.

Project Title	Funds Pending BPW*
Cumberland and Allegany College Softball Field	$120,000

*these funds must be approved by the Maryland Board of Public Works

This Letter of Acknowledgement establishes the project start date but does not bind the State to reimburse the applicant for expenditures incurred on the project.

The Department of Natural Resources will forward your project to the Maryland Department of Planning for review. Once reviewed, the project will be placed on the Board of Public Works Agenda at the earliest possible date. The Department of Natural Resources will notify you as to the Board of Public Works' decision. If approved, you may submit periodic requests for reimbursement up to the total amount of funds approved by the Board of Public Works for the respective project.

It is a pleasure for the Department of Natural Resources to assist you with your Community Parks and Playgrounds project(s). I hope that our combined efforts will result in safe and convenient recreation opportunities for all to share and enjoy. For additional information about the Community Parks and Playgrounds Program, please go to www.dnr.maryland.gov/land/Pages/Program Open Space/cpp.aspx or contact your Program Administrator listed on the back page.

Sincerely,

Hilary Bell, Deputy Director
Land Acquisition and Planning

HB:mls
Attachment

John Braskey
john.braskey@maryland.gov
301-777-2030
Allegany and Garrett Counties

Margaret Lashar
margaret.lashar@maryland.gov
410-260-8427
Anne Arundel, Calvert, Charles, Howard, Montgomery, Prince George's and St. Mary's Counties

Carrie Lhotsky
carrie.lhotsky@maryland.gov
410-260-8409
Baltimore City, Baltimore, Caroline, Carroll, Cecil, Dorchester, Frederick, Harford, Kent, Queen Anne's, Somerset, Talbot, Washington, Wicomico & Worcester Counties

Regular Council Agenda
November 7, 2017

Description

Order accepting the proposals of Constellation Energy to supply a 36-month fixed price electricity supply for the City's Maryland accounts at $0.04851 per kWh and WGL Energy to provide a 36-month fixed price electricity supply for the City's Pennsylvania accounts at $0.0484 per kWh for the term of November 1, 2019 - October 31, 2022 pending final review of pricing and contract documents, and authorizing the Mayor and/or City Administrator to sign documentation to finalize the contracts

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:** __November 7, 2017_

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

THAT, the proposal of Constellation Energy to supply a 36-month fixed price electricity supply for the City's electric accounts in Maryland (Potomac Edison accounts) for the term of November 1, 2019 – October 31, 2022 at a rate of $0.04851 per kWh be and is hereby accepted pending final review of pricing and contract documents; and

BE IT FURTHER ORDERED, that the bid of WGL Energy to supply a 36-month fixed price electricity supply for the City's electric accounts in Pennsylvania (West Penn accounts) for the term of November 1, 2019 – October 31, 2022 at a rate of $0.0484 per kWH be and is hereby accepted pending final review of pricing and contract documents

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

_____

Brian K. Grim, Mayor

Gmail by Google

Margie Woodring <margie.woodring@cumberlandmd.gov>

CONTRACT: Tradition Energy - City of Cumberland - EL - PA - WGL

1 message

Gillian Burkett <Gillian.Burkett@traditionenergy.com> Tue, Nov 7, 2017 at 2:04 PM
To: Raquel Ketterman <raquel.ketterman@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Melissa Penrod <melissa.penrod@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Raquel, Ken, Melissa, and Margie,

Attached is the electricity supply agreement for the City of Cumberland's West Penn accounts in PA. The agreement is for the terms below. Please have Jeff sign pages 1 and 6 tonight and return as soon as possible.

Cdty:	Electricity
Product:	Fixed
Start Date:	11/1/2019
Term:	36
Price:	$0.0484 per kWh
Swing:	100%
Pay Terms:	Utility

Please indicate tax exemption status and send a copy of the City's tax exemption document as well.

I can be reached on my office line or my cell at any time. Please call if you have any questions.

Thanks,

Gillian E. Burkett

Senior Associate

Tradition Energy

Item # 11

9 West Broad Street, 9th Floor
Stamford, CT 06902
Tel: (203) 653-3088

Cell: (914) 772-8537

Fax: (203) 961-3948
Gillian.Burkett@TraditionEnergy.com
www.traditionenergy.com

Connect with us!

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City of Cumberland - EL - PA West Penn - WGL - 36 mo.pdf
138K

Item # 11

EXHIBIT DS - CONFIRMATION
FIRM ELECTRIC POWER SUPPLY

THIS FIRM ELECTRIC POWER SUPPLY CONFIRMATION is transmitted to Mayor and City Council of Cumberland ("Buyer") by WGL Energy Services, Inc. ("Seller") this 11/7/2017 for the sale and delivery of Buyer's full requirements for all accounts listed on Attachment A, and is subject to the terms and conditions of the Sales Base Agreement executed by both parties. Buyer agrees that Seller's delivery obligations hereunder are subject to, and depend upon, verification by Buyer's Utility that the accounts herein meet the requisite Utility load profile and rate classification.

Buyer agrees to use its best efforts to inform Seller of any changes that will have a material effect on the load of the accounts served under this Confirmation.

TYPE OF SERVICE
Buyer will purchase and Seller will sell Electric Power Supply Service to the Delivery Point for Buyer's account which shall include all necessary (a) electric energy and congestion services obtained from wholesale suppliers active in the energy market administered by PJM, (b) generation capacity obtained from generators that participate in Reliability Pricing Model auctions conducted by PJM, (c) network integrated transmission service including enhancements provided by transmission providers subject to the PJM Open Access Transmission Tariff (OATT), (d) ancillary services provided by PJM for reliability including reactive services, reserves and services provided by Reliability Must Run units designated by PJM, (e) auction revenue right credits administered by PJM ("PJM Costs" are defined as (b) through (e)) and (f) energy deliveries that comply with applicable State Renewable Portfolio Standards and local utility tariff requirements ("Utility Costs"). Seller is obligated to deliver and Buyer is obligated to purchase said electricity supply service under all circumstances except Force Majeure.

** The Price does not include applicable Gross Receipts Taxes and Buyer shall be billed for applicable Gross Receipts Taxes as a separate line item on Seller's invoice to Buyer.

Buyer's Utility : West Penn Power

Billing:
If during the effectiveness of this Confirmation, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Confirmation that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer.

Tax:
Buyer must provide to Seller a tax exempt certificate or other documented evidence of Buyer's tax exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

Buyer Name: Mayor and City Council of Cumberland

Term/Price - Fixed Price Capacity and Transmission Included

TERM:
From the November 2019 meter read date to the November 2022 meter read date. (36 months)

PRICE:**
For deliveries hereunder, Buyer shall pay Seller a Price equal to $0.0484/kWh.

If at any time accounts served under this Fixed Rate Confirmation were converted from an executed LMP Rate Confirmation, this Fixed Rate Confirmation supersedes such LMP Rate Confirmation for the term specified above.

All prices quoted are subject to change prior to written confirmation by Seller. All prices are quoted at the Delivery Point, including line losses to the Buyer's facilities, in $ per Kilowatt (kw) or Kilowatt-hour (kwh) unless otherwise noted. If after this Confirmation is executed, any of Seller's PJM Costs or Utility Costs significantly increase from the costs that underlie the Fixed Price because (1) FERC issues an order or PJM revises its OATT, an operating protocol, or market rule, (2) a PJM Emergency Operations Event occurs, (3) a change in law is enacted, or (4) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff, an operating protocol or market rule, then Seller shall pass through such cost increases to Buyer by separate monthly charge. Seller shall provide Buyer with supporting documentation and calculation upon request.

Prices quoted above for Pennsylvania Electric (PNL), Delmarva Power (DPL), and Pennsylvania Power (PPC) accounts exclude PJM Costs related to Reactive Service Charges which will be charged as a separate line item on Buyer's monthly bill.

To the extent Capacity and Transmission are included in the Price, Seller reserves the right to adjust the Price to reflect recovery of Capacity and Transmission costs attributable to (1) Buyer's participation in PJM Demand Response programs during the term of this Confirmation, or (2) increased Capacity and Transmission costs caused by the effect of any distributed generation and/or peak shaving devices which were in use at any time during the 12 months prior to this Confirmation. This condition does not apply to any emergency generation used solely in the event of a power outage.

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: _____ **Title:** _____

Print Name: _____ **Tax Exempt:** **Yes** _____ **No** _____ **Date:** _____

Seller: WGL Energy Services, Inc.

By: _____ Date: _____

Clinton S. Zediak, Jr., Vice-President

Account Manager: Olga Riggs-Miller

Property Manager: Mayor and City Council of Cumberland

10674.210393.004: Mayor and City Council of Cumberland
Attachment "A": Account Information (2 account(s))
Exhibit DS Account Data

Account Manager: Olga Riggs-Miller Phone: 703-287-9498 Fax: 703-287-9401

Customer	Account #	Address	LDC	Rate Class/Load Profile
The City of Cumberland	08057055230006618500	Lake Gordon, 1032 Lake Cordon Rd Bedford PA 15522	WPP	WP-GP30SD/GSIS
The City of Cumberland	08057055230006619029	RR 3 Bedford PA 15522	WPP	WP-GS20D/GSIS

NATURAL GAS, GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS, ELECTRIC POWER SUPPLY SERVICE AND GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS PURCHASE AND SALES BASE AGREEMENT Between WGL Energy Services, Inc. and Mayor and City Council of Cumberland

THIS BASE AGREEMENT FOR THE PURCHASE AND SALE OF GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS, NATURAL GAS, ELECTRIC POWER SUPPLY SERVICE AND GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS is made effective 11/7/2017 ("Effective Date") by and between WGL Energy Services, Inc. ("Seller") and Mayor and City Council of Cumberland ("Buyer"). Buyer may purchase and Seller may sell natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service, and Green-e® Energy Certified Renewable Energy Credits ("RECs") in accordance with the terms of this Base Agreement and executed Confirmations (together "Agreement"). In the event of a conflict between this Base Agreement and an executed Confirmation, the executed Confirmation will prevail.

I. EFFECTIVENESS

This Base Agreement shall supersede any prior base agreement executed by the Parties; provided that any confirmation that is in effect at the time of the execution of this Base Agreement shall continue to be subject to the terms and conditions of the applicable prior base agreement until the term of such confirmation expires. The terms and conditions of this Base Agreement shall apply to any Confirmation agreed to by Buyer and Seller pursuant to Section VI below, and this Base Agreement shall remain in effect, notwithstanding any intervening periods of time during which no Confirmation is in effect, unless canceled by either party upon thirty days notice to the other; provided that any Confirmation that is in effect at the time of such notice of termination shall remain in effect until the term of that Confirmation expires. This Base Agreement shall apply to the purchase and sale of natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service or "RECs", as the case may be, each a separate commodity. Each of the foregoing commodities may be purchased separately and independent of each other, or jointly in the case of bundled electric power supply service and "RECs" and in the case of bundled natural gas and Green-e® Climate Certified Carbon Offsets, by Confirmation applicable to the particular purchase.

II. DELIVERY, TITLE TRANSFER, GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS AND GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS

A. Delivery Point. The Delivery Point for all natural gas sold hereunder is the point of interconnection between the transporting interstate pipeline and the Local Gas Distribution Company (LDC) in whose territory Buyer is located. The Delivery Point for all electric power supply service sold hereunder shall be the point of interconnection between the applicable transmission service provider's transmission system and the Local Electric Distribution Company (EDC) in whose territory Buyer is located. Seller will schedule natural gas or electric power supply service, as the case may be, to the Delivery Point for Buyer's account.

B. Title Transfer. Title to all natural gas and electric power supply service will pass from Seller to Buyer at the Delivery Point. Seller warrants that it shall have good and marketable title to the natural gas and electric power supply service to be delivered under this Agreement. Seller further warrants that it shall have good and marketable title to all "RECs" and Carbon Offsets that it shall sell to Buyer hereunder, that "RECs" shall be registered with, transferred from and retired on the tracking system of a regional transmission organization or shall be transferred by contract-path auditing and through recognized tracking systems, and that Carbon Offsets shall be registered with, transferred from and retired on a legally binding carbon offset tracking Registry. A Registry is defined as a voluntary, auditable, carbon offset tracking registry that is responsible for registering, transferring, trading and retiring carbon offsets

C. Delivery to Buyer's Facilities. Delivery of natural gas and electric power supply service to Buyer's facilities shall be by separate delivery service agreement between Buyer and Buyer's LDC/EDC and shall be subject to the applicable tariffs of Buyer's LDC/EDC. Buyer will be responsible for paying all LDC/EDC charges associated with the delivery of natural gas and electric power supply service from the Delivery Point to Buyer's facilities; Seller is not a party to Buyer's delivery service agreements with Buyer's LDC/EDC.

D. Notice Obligations. Each party agrees to notify the other of circumstances that may affect the delivery of natural gas and electricity supply service by Seller and the consumption of natural gas and electricity by Buyer.

E. Balancing. Balancing of natural gas deliveries at the Delivery Point shall be in accordance with applicable tariffs of Buyer's LDC. If an imbalance penalty is assessed by Buyer's LDC, the party causing the penalty will be responsible for paying the penalty.

F. Green-e® Energy Certified Renewable Energy Credits. "RECs" are the environmental attributes associated with Green-e® Energy Certified renewable energy credits produced by wind, solar, biomass, certified small hydro generation or other qualified sources. A purchase and sale of "RECs" is not a purchase and sale of the electricity itself.

G. Green-e® Climate Certified Carbon Offsets Green-e® Climate Certified Carbon Offsets represent the reduction of a specific quantity of greenhouse gas (GHG) emissions. By purchasing these offsets, Buyer alone has the right to all associated claims about the environmental benefits they embody. Carbon offsets are to be regarded as a real environmental commodity, not a donation or investment in a future emissions reduction project. The verified GHG emissions reductions Buyer purchased are sourced from projects that have been validated and registered under high-quality project standards. Inclusion of Exhibit F indicates that standalone carbon offsets are purchased, inclusion of Exhibit G(a) or G(b) indicates that natural gas bundled with carbon offsets are purchased and an inclusion of an Attachment B indicates that a customer is engaged in a multiyear purchase agreement. A purchase and sale of Green-e® Climate Certified Carbon Offsets is not a purchase and sale of the natural gas itself.

III. AGENCY

Buyer appoints Seller to act as Buyer's agent in accordance with this provision. Buyer authorizes Seller to obtain information about Buyer's LDC/EDC account (e.g.; account numbers, billing history, payment history, historical usage, projected usage, meter readings and characteristics of service), to make nominations, to schedule, to balance, to make settlement, to obtain Buyer's credit and payment information, and to perform all duties necessary to deliver natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service or "RECs", as the case may be, to Buyer.

IV. BILLING, PAYMENT, CREDIT AND TAX

A. Monthly Billing. Unless otherwise agreed in a Confirmation, Buyer's LDC/EDC, acting as Seller's billing agent, shall bill Buyer monthly for purchases made under this Agreement. Buyer shall pay the bill in accordance with the LDC/EDC payment terms. If during the effectiveness of this Agreement, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Agreement that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer. For accounts billed directly by Seller, payment shall be due to Seller within twenty (20) days after receipt of the invoice.
B. Late Payment Charges. For bills sent by the LDC/EDC as Seller's agent, the late payment practice pursuant to the tariff of the LDC/EDC shall apply. For accounts billed directly by Seller, bills not timely paid shall bear interest at a rate of 1% per month from the due date.
C. Credit. Buyer agrees to provide Seller with financial information and financial assurances that Seller deems reasonably necessary to ensure Buyer's full performance of its obligations hereunder. Buyer represents and warrants that all such information supplied shall be correct, that it has not filed, planned to file or have had filed against it, any bankruptcy proceedings, that it shall remain financially able to continue its business, and that it shall notify Seller promptly if it becomes aware of any situation which would alter its financial abilities.
D. Taxes. Seller will be responsible for all taxes assessed prior to the Delivery Point. Buyer will be responsible for all taxes assessed at the Delivery Point and thereafter, including any gross receipt taxes or sales taxes levied on the sale of natural gas, Carbon Offsets, electric power supply or "RECs". Applicable taxes will be collected on all natural gas, Carbon Offsets, electric power supply and REC sales made under this agreement unless Buyer provides Seller with a valid tax exemption certificate or other evidence of exemption.

V. TARIFFS AND REGULATIONS

This Agreement is subject to (1) all applicable federal, state and local laws, (2) all applicable state and federal rules and regulations, (3) state regulatory commission-approved tariffs of Buyer's LDC/EDC, (4) Federal Energy Regulatory Commission-approved tariffs of transporting pipelines, and (5) Federal Energy Regulatory Commission-approved Open Access Tariffs (OATs) of transmission service providers, as such tariffs may be amended or superseded from time to time. Further, this Agreement is contingent upon the continuation of all necessary regulatory approvals and authorizations. If changes in any law, regulation or utility tariff impose additional charges to Seller, then Seller shall have the right to pass through such cost increases to Buyer by a separate monthly charge. Seller shall provide Buyer with supporting documentation and calculation upon request.

VI. CONFIRMATION PROCESS

From time to time, Seller shall offer to supply Buyer with natural gas, Green-e® Climate certified Carbon Offsets, electric power supply service and RECs by transmitting to Buyer unexecuted Confirmation exhibits. Buyer may indicate acceptance of the terms and conditions of an offer by signing a Confirmation and returning it to Seller. The Confirmation will not become binding on Seller unless and until Seller countersigns the Confirmation and returns it to Buyer provided that upon receipt of an executed contract from customer, Seller shall use all reasonable efforts to lock customer's contract price for customer, provide customer or customer's consultant, if applicable, confirmation of such price lock in writing, if requested, countersign said agreements, and return them to Buyer. Notwithstanding the foregoing, Seller will indicate acceptance of a Buyer's price lock via e-mail by Seller to Buyer and such documentation shall be considered acceptance of such pricing and terms as outlined in such email.

VII. MISCELLANEOUS

A. Force Majeure. Except for payments that are due, a force majeure event shall, upon notice, excuse the party claiming force majeure from performance during the event. In the event of force majeure, the party claiming force majeure shall use due diligence to restore its ability to meet its obligations under this Agreement. Force majeure means those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the party claiming force majeure including but not be limited to acts of God; changes in governmental regulations; force majeure events of Buyer's LDC/EDC, transporting pipelines, or transmission service providers; any required or lawful action of Buyer's LDC/EDC, transporting pipelines, or transmission service providers that curtail or interrupt natural gas delivery or electric power supply service, outages of generating facilities or other service providers Seller uses to provide electric power supply service to Buyer hereunder, the breakdown of equipment, malfunctioning equipment, non-performance by third-party transporters, fire, explosion, civil disturbance, strikes, sabotage, action or restraint by court order or public or governmental authority; or other government appropriation or curtailment of natural gas or electricity.
B. Default and Remedy. Any failure by a party to perform any material obligation hereunder, including Seller's obligation to deliver and Buyer's obligation to purchase and pay for deliveries, shall constitute a default. The non-defaulting party may terminate this Agreement by providing the defaulting party ten (10) days prior written notice of the default and an opportunity to cure the default. Termination of this Agreement for a default that is not cured shall be without waiver of the non-defaulting party's right to claim direct damages. If Seller terminates this Agreement for non-payment, Buyer shall be liable for all reasonable costs, including legal fees, associated with the collection of outstanding balances. For an unexcused failure to deliver by Seller or an unexcused failure to take delivery by Buyer, the affected non-defaulting party, acting in a commercially reasonable manner, shall be limited to the sole and exclusive remedy of direct, actual damages and neither party shall be liable for any special, punitive, indirect, incidental, or consequential damages, including but not limited to any liability for lost profits or interruption of business.
C. Authority. The undersigned, who executes this Agreement and any Confirmation on behalf of each Party, represents and warrants that such undersigned has the contractual authority, either as representing that Party as a principal, or as Party's authorized agent, to bind such Party for whom the natural gas, Green-e® Climate certified Carbon Offsets, electric power supply service or "RECs", as the case may be hereunder, is being purchased.
D. Integration of Agreement. This Agreement constitutes the entire agreement between Seller and Buyer. No statement, promise or inducement made by either party which is not contained in or derived from this Agreement shall be valid or binding. Each Party acknowledges that natural gas, Certified Carbon Offsets, electricity, and "RECs" will be purchased independently from one another, or jointly in the case of bundled electric power supply service and "RECs" and in the case of bundled natural gas and Certified Carbon Offsets, and each purchase will have its own associated Confirmation. In no way does a purchase or sale of one of the aforesaid commodities between Buyer and WGL Energy Services mean that Buyer is required to buy or WGL Energy Services is required to sell any other of the aforesaid commodities from the other Party.
E. Severability. If any part, term or provision of this Agreement is specifically held to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Seller and Buyer shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.

F. Assignment. Seller may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding in interest to all or substantially all of Seller's assets or business; or (d) to another supplier licensed to conduct business in the State where Buyer's facilities serviced by Seller pursuant to this Agreement are located. Buyer may not assign, transfer, or subcontract this Agreement, nor any interest in this Agreement, nor delegate duties hereunder, except upon written consent of the Seller, which shall not be unreasonably withheld. Buyer may however assign this Agreement to an affiliate that has the same or better credit rating at the time of assignment without such consent. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties. If during the effectiveness of this Agreement, Buyer sells a premises or property to which natural gas or electric power supply is being delivered hereunder, Buyer may assign this Agreement to the purchaser if the purchaser has the same or better credit rating as Buyer at the time of assignment; otherwise, Buyer shall be subject to liability to Seller for damages under Section VII B hereunder.

G. Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Unless expressly provided otherwise in this Agreement, all remedies afforded in this Agreement shall be taken and construed as cumulative in addition to every other remedy provided herein or by law.

H. Governing Law. Buyer and Seller agree that, in the event of a dispute, this Agreement shall be governed by the laws of the jurisdiction (Maryland, Virginia, Delaware, Pennsylvania or District of Columbia) where Buyer's facilities, being served by Seller, are located. If Buyer has facilities being served by Seller in two or more of the jurisdictions noted above, the laws of the jurisdiction where Buyer's facility with the highest annual natural gas and electricity usage is located shall govern.

I. WGL Energy Services Qualifications. WGL Energy Services is a subsidiary of WGL Holdings, Inc., and an affiliate of Washington Gas Light Company. WGL Energy Services is licensed by the Maryland Public Service Commission to sell natural gas (MD License No. IR 324) and electricity (MD License No. IR 227) in the State of Maryland, is licensed by the Virginia State Corporation to sell natural gas (VA License No.G-8) and electricity (VA License No. E-6) in the Commonwealth of Virginia, is licensed by the Delaware Public Service Commission to sell natural gas and electricity in the State of Delaware (DE License No. 6042), is authorized by the D.C. Public Service Commission to sell natural gas (License No. GA03-3) and electricity (License No. EA-00-6) in the District of Columbia, and is licensed by the Pennsylvania Public Utility Commission to sell electricity (PA License No. A-110158) and natural gas (PA License No. A-2010-2176410) in the State of Pennsylvania.

J. Emergencies. In the event Buyer experiences an electric-related or natural gas-related emergency such as a power outage or gas leak, Buyer should immediately call its LDC/EDC.

BUYER CONTACT INFORMATION

Buyer's Full Legal Name: Mayor and City Council of Cumberland
Buyer's Representative: Jeff Rhodes Title:
Address: 57 N. Liberty Street Cumberland MD 21502
Telephone: 301-759-6424 Fax: Email Address: Jeff.Rhodes@cumberlandmd.gov

WGL Energy Services CONTACT INFORMATION

WGL Energy Services Representative: Olga Riggs-Miller Title: Account Manager
WGL Energy Services Address: 8614 Westwood Center Drive Suite 1200 Vienna VA 22182
Phone: 703-333-3900 Fax: 703-287-9403

This Agreement is agreed to on the date first written above by:

Seller: WGL Energy Services, Inc.

By: _____
Clinton S. Zediak, Jr., Vice-President

Date: _____

Buyer: Mayor and City Council of Cumberland

Tax Exempt: Yes___ No___

By: _____

Print Name: _____

Title: _____

Date: _____