MAYOR	COUNCIL
Brian K. Grim	Nicole Alt-Myers
	Seth D. Bernard
CITY ADMINISTRATOR	David Caporale
Jeff Rhodes	Richard J. "Rock" Cioni
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 4/5/2016

***Pledge of Allegiance**

I. ROLL CALL

II. PROCLAMATIONS

(A) Proclaiming Thursday, April 28, 2016 as Cumberland Arbor Day

III. DIRECTOR'S REPORT

(A) Administrative Services

1. Administrative Services monthly report for February, 2016

(B) Public Works

1. Shade Tree Commission 2015 Annual Report

2. Utilities Division monthly report for February, 2016

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the regular session minutes of March 1 and 15, 2016

(B) Administrative / Executive

1. Approval of the closed session minutes of March 1, 2016

V. PUBLIC HEARINGS

(A) Public Hearing - Staff recommendations for the award of 2016 CDBG funding will be provided

VI. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order declaring a 1995 Chevrolet Truck (VIN 1GCEK19H9SE170264) to be surplus property and authorized for sale or trade-in

2. Order declaring a 2004 GMC Truck, VIN 1GKEK13Z34R226717; 1988 Chevrolet Truck, VIN 1GCGV26K6JF156059; and a 1988 Ford Truck, VIN 1FTEE14N5JHA88498 to be surplus property and authorized for sale or trade-in

3. Order accepting the bid of Christopher Reuschel to operate the concession stand at Constitution Park Pool for the 2016 operating season for a base amount of $1,000 and 0% of the gross sales, and authorizing the execution of a contract for these services that shall be renewable for two (2) additional years upon mutual consent

4. Order authorizing the execution of Change Order No. 1 to the current City contract "2015 Grass Mowing Contract - Non-Residential (7-15-M)" with Biser Lawncare and More in the increased amount of $2,500.00, adding Zero (0) days to the contract

5. Order authorizing the Sole Source award of City Contract 15-15-P(1) to IA Construction Corporation to provide milling and paving on Centre and Valley Streets, in the unit price contract value of $207,016.00, based on IA Construction's proposal to honor the prices awarded in Belt Paving, Inc.'s State Contract with Maryland SHA (Contract No. XY4015177)

6. Order authorizing execution of Change Order No. 2 to the current contract with Shaffer Construction for Amtrak Trail Connection Project (10-14-M) in the increased amount of $50,010.00 for approximately 3334 square feet of repair and restoration of existing sidewalk in the downtown area for pedestrian access. An additional 75 working days shall be added to this project.

7. Order approving the execution of Lease Agreements with Baltimore Street Grill, Ristorante Ottaviani, and the Embassy Theater to allow for their use of public right-of-way for outdoor dining and entertainment purposes

8. Order declaring certain WiFi equipment to be surplus property and authorized for sale or trade-in

9. Order authorizing the following appointments: Human Relations Commission- Donna Struntz (4/5/16 - 3/31/18), Heidi Marie Gardner (4/5/16 - 3/31/18), Dr. Joy Reckley-Murphy (4/5/16 - 3/31/19); Parks and Recreation Board - Hayden Ort-Ulm (4/5/16 - 10/12/19); Shade Tree Commission - J. Christine Bridges (4/5/16 - 8/2/18); Zoning Board of Appeals - Thomas Farrell (4/5/16 - 1/15/19)

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VIII. ADJOURNMENT

Regular Council Agenda
April 5, 2016

Description
Proclaiming Thursday, April 28, 2016 as Cumberland Arbor Day

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, *The City of Cumberland recognizes the importance of protecting our environment by planting, protecting, and caring for the trees in our community; and*

WHEREAS, *The Cumberland Shade Tree Commission and the City of Cumberland have worked together to create a greater awareness within our community of the valuable asset trees provide and the need to promote tree practices that will create a healthy urban forest that can be enjoyed by future generations; and*

WHEREAS, *Numerous communities in Maryland participate in natural resources conservation programs involving trees, soil conservation, and programs to improve the health of the Chesapeake Bay region, and the Mayor and City Council of Cumberland feel that it is the responsibility of our city to share in these efforts to protect our environment and natural resources; and*

WHEREAS, *Through the efforts of the Shade Tree Commission to preserve and improve the health of our urban forest, the City of Cumberland has been distinguished as a Tree City USA for 18 years by the National Arbor Day Foundation, as well as a "Maryland PLANT Community" by the Maryland Urban and Community Forestry Council for 24 years.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the April 28, 2016 to be

"Cumberland Arbor Day"

Given under our Hands and Seals this 4th day of April, in the Year 2016,
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
April 5, 2016

Description
Administrative Services monthly report for February, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

March 18, 2016

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for February, 2016

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of February, 2016.

Management Information Systems

Management Information Systems reports the following activities for the month of February, 2016:

Statistics

142 completed help desk requests
227 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with public works on combined vehicle maintenance software solution
- Continued working with AT&T to improve cellular signal in Public Safety Building
- Continue to assist with CPD covert camera needs
- Continue to work with state on fiber connection to main city buildings (WWTP, Service Center, Public Safety Building)
- Continue implementing downtown WiFi solution
- Assist Finance and HR with W2 and 1099 yearly electronic filings
- Assist HR with annual state retirement filing issues

Parks and Recreation

Parks and Recreation reports the following information for the month of February, 2016:

Pavilion Reservations began on Monday February 1 for the 2016 season. Six covered Pavilions are available at Cumberland's Constitution Park. Reservations began on February 1, fees are set at,
$ 100.00 for the Large Pavilion and $ 75.00 for the Small Pavilion. Public response has been good.

Reservations made in the month of February – 52

Co-ed Volleyball League - 9 teams, 70 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown.
3 weeks of games – 12 matches - Attendance 185

Areas of work

- Contact representatives for area leagues, groups and schools intending to use City fields for the upcoming spring/summer ball field and facilities. Begin receiving Facility Use Requests for League and tournament play for 2016 season. Received requests for field usage from College, and youth leagues.
- July 4th Fireworks contract was determined to be Starfire Corporation of Carrolltown PA.
- Continue to take and review Seasonal applications for Lifeguards, Day camp, park watchman. (Pool employee interviews to be scheduled for March 26 at FSU pool)
- Began work for the Annual Easter Egg Hunt at Constitution Park scheduled for Friday March 25. FSU program planning students will help with the activities and events planned by Parks & Rec. for the event.
- Continue working on 2016 season for Park Pool and Constitution Park Day Camp
- Work related to the Concession Stand at the Park Pool, finding a replacement to operate it for the 2016 season.
- Continue to receive park reservations and fee payments
- Work related to Budget 2017 preparation
- Scheduling Music and entertainment for the Sunday in the Park Concert Series. The series previously was coordinated by the Allegany Arts Council.

Meetings

- Meeting with Jeff Hedrick, Recreation Advisory Board Chairman
- Meetings with Amy & Bill (Pool operations)
- Meeting with Carol Brown (volleyball league & day camp planning)
- Cindi Gillum – Girls Softball League President
- Recreation Advisory Board meeting held on February 1
- Training related to Budget entry in the Logos system

Upcoming

- March Recreation Advisory Board Meeting – Monday March 7, 2016
- League Field and facility usage approvals and schedules
- Planning and distribution of supplies for the Marble Tournament program
- Summer Lunch Program training
- Seasonal staff for interviews for Day Camp and Park Pool
- Continue plans for the Easter Egg Hunt
- Planning for School Marble Tournaments
- Planning for the Outdoor Movies at Constitution Park Pool

Community Development

The Community Development Department reports the following activities for the month of February, 2016:

Community Development Block Grant (CDBG) program staff worked with issues related to the YMCA and HRDC projects during the month. Staff also worked to make our timeliness goal in terms of project scheduling, completion goals, and timely expenditure of funds. Staff also worked on planning issues related to the Human Relations commission, and NAC planning (fair housing event). Staff also looked at staffing and costs issues related to the Property Improvement program as some changes will have to be made in terms of delivery. Also, staff looked at means to reduce PIP and Administration costs where possible. Two program amendments were prepared by staff to change usage of some funding toward a more viable activity. The first required CDBG public hearing was held to advise the public regarding future submission of the annual

application and to provide the public with the ability to comment or make suggestions regarding the application.

- Staff updated the City webpage for Community Development/Housing Code section.
- Staff prepared minutes and an agenda for the Neighborhood Advisory Commission. An agenda was planned for the Center City (downtown) neighborhood meeting to be held on March 28th. NAC webpage and Facebook page were updated.
- National Night Out 'Cumberland' planning continues. Registration with NNO was completed and 250 letters went out to businesses, area churches and potential partners.
- Continued working with property owners, contractors and City staff, on the Community Legacy-Neighborhoods Matter's façade grant program.
- Continued working with Senior Building Officer, Codes Technician and Code Officers on past due rental licensing collection with citations scheduled to be written in March 2016.
- City staff liaison attended SCBCA meeting held on February 9 with 33 in attendance.
- City staff representative attended Mountain Maryland Trails' Communications Committee meeting to plan spring/summer newsletter.

Code Enforcement

Nuisance & Junk Vehicle Complaints		Property Maintenance Complaints		Building Code Complaints	
Received:	06	Received:	02	Received:	00
Corrected:	03	Corrected:	00	Corrected:	00

Housing Code Complaints		Zoning Complaints	
Received:	00	Received:	00
Corrected:	00	Corrected	00

Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received	02	Received:	52	Received:	0
Issued:	01	Issued:	52	Issued:	0

Occupancy Permit	
Received:	03
Issued:	01

Housing Inspections

Conducted: 26
Passed: 26

Revenue

Building Permits:	$ 247.00
Miscellaneous Permits:	333.15
Occupancy Permits:	75.00
Utility Permits:	19,625.00
Reviews, Amendments, and Appeals:	00.00
Rental Licenses:	5625.00
Paid Inspections:	00.00
Municipal Infractions:	00.00
TOTAL	$ 25,905.15
Demolition Permit (Bonds)	$ 00.00

Code Enforcement Activity

- Newly Opened Cases
  - 44 Nuisance
  - 27 Property Maintenance
- Closed Cases
  - 15 Nuisance
  - 17 Property Maintenance
- Citations Issued
  - 9 Nuisance
  - 11 Property Maintenance
- Cases Adjudicated to District Court
  - 5 Nuisance
  - 3 Property Maintenance
- 0 Cases Heard in District Court
- Bi-weekly Community Development Coordination meeting were conducted
  - Identified complaint processing software issues
  - Identified complaint processing staff issues
  - Working on procedures to resolve identify issues
- Bi-weekly Code Enforcement meeting were conducted
  - Finalized door hanger language and proceeding with in-house production
  - Continuing streamlining procedures
  - Developing procedures to maximize efficiency and results
- Demolition of 450 – 452 Goethe Street completed
- Continuing to concentrate code enforcement efforts in targeted neighborhoods
- Multiple residential and commercial projects in various stages of development

Historic Planning/Preservation

The Cumberland Historic Preservation Commission met on Wednesday February 10, 2016 at 4pm in the City Hall Council Chambers. Three Certificates of Appropriateness were reviewed at the meeting. The approved COAs were as follows:

III. Certificates of Appropriateness – Consent Agenda

A. 19 Baltimore Street – Cumberland Times-News – Jim Huff

IV. Certificates of Appropriateness

A. 66 North Mechanic Street – Knights of Columbus – Ronald Welsh

B. 151 Baltimore Street – First Peoples Federal Credit Union – Greg Elliott (Eads Architects)

C. 18-20 South Mechanic Street – Sandi Saville – Downtown Development Commission

D. 42 Baltimore Street – Sandi Saville – Downtown Development Commission

E. 13 Canal Street (Train Platform) – Chris Sloan – Allegany Arts Council

F. 22-26 Greene Street – Jane's Place – Doug Macy

An additional Certificate of Appropriateness was approved administratively for a project at 29-31 Baltimore Avenue.

The following Section 106 reviews were processed in February:

205 Baltimore Avenue

The following Community Legacy compliance reviews were processed in February:

49 Baltimore Street

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

Additional planning took place related to the May 13th Youth Summit event. This event will involve a service learning project at Canal Place, a hands on preservation trades experience and additional interpretive activities. Approximately 200 students are expected to participate in all or portions of the activities that day.

On February 26th, the Historic Planner/Preservation Coordinator met with Maryland Historical Trust staff to discuss current local grant and tax incentive projects.

Progress update meetings were held to review the status of current Upper Story Redevelopment program applicants as well as to plan for the upcoming application round. Additional planning for the upcoming new Leasehold Improvement program took place throughout the month as well.

All remaining funds for the Community Legacy funded Neighborhood Restoration and Neighborhoods Matter program were recommended by staff for allocation.

The 2015 Community Legacy project funding agreements were sent by Maryland DHCD staff for the City Administrator's signature. These were signed and returned on January 6th for the Leasehold Improvement, Upper Story Redevelopment, and Centre Street Parklet projects. Once the fully executed copies are returned to the City, project applications will be advertised.

The Historic Planner/Preservation Coordinator was interviewed by Teresa Garcia of the Novogradac Journal of Tax Credits regarding the City of Cumberland's Historic District Tax Incentives. A copy of the article will be provided to the City of Cumberland once published.

Comptroller's Office

The Comptroller's office reports the following information for the month of February, 2016:

Cash Flow:
Attached for your review is a Cash Flow Summary for the month of February, 2016.

On February 1, 2016 the City had a cash balance of $1,306,912. During February, 2016, there were debt payments totaling $206,384. The cash balance at February, 29, 2016 was $2,174,576.38.

As of February 29, 2016, the significant balances are:

Taxes receivable (General Fund):		$2,819,188:
FY 2016	$1,593,570	
FY 2015	592,742	
FY 2014	213,769	
FY 2013	36,383	
FY 2012	36494	
FY 2011	51,771	
Prior FY's	294,458	

The current year taxes of $1,593,570 is comprised of the following major taxes:

Real property (non-owner occupied)	$ 735,002
Non-Corp Personal Property	8,065
Corporate Personal Property	373,080
Real Property (Semiannual payments)	477,423

Accounts Payable: $ 526,779
(This excludes upcoming debt service payments and payroll.)

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

Cash Flow Summary
February 2016

	Cash	Investments
Balance 2/1/2016	$ 2,732,657	$ 7,681,559
Add:		
Cash Receipts	3,345,512	2,157
Investment Transfer	1,103,847	(1,103,847)
Less:		
Disbursements	(3,793,504)	
Balance 2/29/2016	$ 3,388,512	$ 6,579,869
Restricted	$ 1,024,833	$ 708,172

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

Long Term Financing:

Ordinance # 3794 authorized the temporary use of up to $1,746,000 of the unexpended proceeds of the City's taxable redevelopment and refunding bond of 2013 to meet temporary cash requirements of the "Maryland Avenue Redevelopment Project". The City utilized $1.0M of these proceeds in February. The $103K balance of investment proceeds transferred in February was utilized to cover the final expenses associated with the Memorial Hospital Campus demolition project.

Ordinance # 3793 authorized the issue of up to $2.5M in general obligation bonds associated with the "Maryland Avenue Redevelopment Project". The solicitation went out in early March and the proceeds from the bond anticipation note are expected in April, 2016.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
April 5, 2016

Description
Shade Tree Commission 2015 Annual Report

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, 2015

Dear Mayor and City Council,

Attached is the Annual Report for the year 2015 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 2015 (February, March, April, May, July, August, September, November, and December). Most of the meetings lasted approximately an hour. One commissioner was appointed to the Shade Tree Commission, Cassie Conklin.

As has been the case in the past, our major project was the Arbor Day Festival at Canal Place on April 24, 2014. 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 2015.

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. 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). 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 2015 planting seasons, 83 trees were planted along Cumberland's streets and on publicly owned properties.

Arbor Day was not held on April 30, 2015 at Canal Place festival grounds, because of the high chance of thunderstorms occurring. There was no back up facility to use in case of inclement weather. Three schools had committed to attend, Westside Elementary, Lighthouse Christian Academy and the Bishop Walsh School. Redbud seedlings were distributed to the schools to give to the children who would have attended. One weeping cherry was planted on the festival grounds at a later date.

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 2015 (83 Trees)	$ 12,010.00
Additional Tree Planting Opportunities	$ 0.00
Materials (Mulch, Stakes, Shovels, etc.)	$ 1,821.00
TREE PLANTING TOTAL	$ 12,010.00

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 18 trees were removed by contractors. A total of 36 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 16 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 DNR, local arborist/tree care companies, or City personnel 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 5 trees were pruned by contractors. An additional 63 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 3 ash trees in Constitution Park for EAB (Agrilus planipennis). The trees were cut down in November of 2015. One ash tree was treated for $300 near pavillion 6 using a pesticide (Emamectin benzoate) that the City has used in the past. The stumps will be removed by either backhoe or by grinding.
Street trees were also affected by EAB. Treatments of a pesticide (Emamectin benzoate) was made on 1 ash street tree. This upcoming year will see continued treatment of some ash trees that were treated in 2014 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 it should help 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	$ 2,398.00
TREE REMOVAL	$ 8,484.00
STUMP REMOVAL	$ 1,975.00
OTHER TREE CARE	$ 520.00
EQUIPMENT PURCHASES	$ 3069.00
TREE MAINTENANCE TOTAL	$ 16,446.00

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 80 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. This program for recycling Christmas Trees is being studied by those in the City in charge of the contract for solid waste removal and may be picked up again in the future.

Most of the brush gathered during pruning work or tree removal goes to the county's compost site at Mexico Farms. Material that is larger than 6 inches diameter is often used for firewood. Material that is not used for firewood gets put into a landfill or disposed of by other means. 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
CHRISTMAS TREE COLLECTION COSTS	
Contracted Cost	$ 0.00
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. While commissioners did not attend any workshops in 2015, staff did attend the following: Alleghany Society of American Foresters meetings in Wilkes-Barre, PA and Raystown Lake Resort, PA; 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 Shepherdstown, WV; Bartlett Plant Health Seminar in Mercersburg, PA; various internet based trainings from organizations such as Pennsylvania State University.

COSTS (Training, Software, etc)	$	1271.39
CONTRACTUAL COSTS (Inventory, Analysis, etc)	$	0.00
OTHER COSTS (Books and Promotional Materials)	$	0.00
PLANNING TOTAL	$	1271.39

REVENUES

The City of Cumberland funds the Shade Tree Program from the Special Purpose Funds. The amount requested for Fiscal Year (FY) 2015 was $88,990 and for FY 2016 was $77,120. Gifts and donations are also given 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 2015

Location	Species	Action	Street Tree?	Date	Comments
20 Bedford St	Kwanzan Cherry	Tree Prune	Yes	Summer 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	Yes	Summer 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	Yes	Summer 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	Yes	Summer 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	Yes	Summer 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	No	Summer 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	No	Summer 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	No	Summer 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	No	Summer 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	No	Summer 2015	
611 Niagara St	Black Locust	Removal	Yes	Spring 2015	Contractor - Storm Damage
405 Prince Georges St	Norway Maple	Removal	Yes	Spring 2015	Contractor - Water Line Damage
806 Buckingham Ave	Spruce	Removal	Yes	Spring 2015	Contractor - Spruce Decline
355 Byrd Ave	Maple	Removal	Yes	Spring 2015	Contractor - Decline
121 Karns Ave	Black Locust	Removal	No	Winter 2015	Contractor - Storm Damage
808 Oldtown Rd	Bradford Pear	Removal	Yes	Summer 2015	Contractor - Tree on Edgevale
Rosewood Ave	Red Pine	Removal	Yes	Summer 2015	Contractor
106 Wills Creek Ave	Siberian Elm	Removal	Yes	Fall 2015	Contractor
40 Greene St	Kwanzan Cherry	Removal	No	Summer 2015	Flood Wall/Levee System
40 Greene St	Kwanzan Cherry	Removal	No	Summer 2015	Flood Wall/Levee System
Constitution Park	Virginia Pine	Removal	No	Fall 2015	Duck Pond Loop
Constitution Park	Virginia Pine	Removal	No	Fall 2015	Duck Pond Loop
Constitution Park	White Ash	Removal	No	Fall 2015	Duck Pond Loop
Constitution Park	Unknown	Removal	No	Fall 2015	Duck Pond Loop
Constitution Park	Maple	Removal	No	Fall 2015	Duck Pond Loop

Location	Species	Action	Street Tree?	Date	Comments
825 Gephart Dr	Bradford Pear	Removal	Yes	Summer 2015	
1217 Frederick St	Bird Cherry	Removal	Yes	Fall 2015	Storm Damage
1217 Frederick St	Bird Cherry	Removal	Yes	Fall 2015	
13 Penn Ave	Crabapple	Removal	Yes	Fall 2015	Dead Tree
409 South Ave	Redbud	Removal	Yes	Fall 2015	Dead Tree
Municipal Service Center	Leyland Cypress	Removal	No	Fall 2015	Insect Infestation (Bagworm)
Municipal Service Center	Leyland Cypress	Removal	No	Fall 2015	Insect Infestation (Bagworm)
Municipal Service Center	Leyland Cypress	Removal	No	Fall 2015	Insect Infestation (Bagworm)
Municipal Service Center	Leyland Cypress	Removal	No	Fall 2015	Insect Infestation (Bagworm)
123 East Mary St	Kwanzan Cherry	Removal	Yes	Fall 2015	Decline
125 New Hampshire Ave	Mulberry	Removal	No	Fall 2015	Tree branches grew out into alley
125 New Hampshire Ave	Mulberry	Removal	No	Fall 2015	Tree branches grew out into alley
55 North Centre St	Japanese Lilac	Removal	Yes	Fall 2015	Vandalism
23 Roberts St	Littleleaf Linden	Removal	Yes	Spring 2015	Decline
Mechanic St	Silver Maple	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Norway Spruce	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Crabapple	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Crabapple	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Crabapple	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Crabapple	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Kwanzan Cherry	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Kwanzan Cherry	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Kwanzan Cherry	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Kwanzan Cherry	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Kwanzan Cherry	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Kwanzan Cherry	Removal	Yes	Spring 2015	Flood wall
Mechanic St	Elm	Removal	No	Fall 2015	Flood wall

Location	Species	Action	Street Tree?	Date	Comments
Mechanic St	Unknown	Removal	No	Fall 2015	Flood wall
Mechanic St	Unknown	Removal	No	Fall 2015	Flood wall
Mechanic St	Unknown	Removal	No	Fall 2015	Flood wall
Mechanic St	Unknown	Removal	No	Fall 2015	Flood wall
Greene St	Kwanzan Cherry	Removal	No	Summer 2015	Flood wall and levee
Greene St	Kwanzan Cherry	Removal	No	Summer 2015	Flood wall and levee
Mechanic St	Norway Maple	Removal	No	Fall 2015	Flood wall
Mechanic St	Norway Maple	Removal	No	Fall 2015	Flood wall
Mechanic St	Norway Maple	Removal	No	Fall 2015	Flood wall
Mechanic St	Norway Maple	Removal	No	Fall 2015	Flood wall
500 Avondale Ave	Crabapple	Removal	Yes	Spring 2015	Decline
535 Fayette St	Crabapple	Removal	Yes	Summer 2015	Decline
208 Seymour St	Crabapple	Removal	Yes	Summer 2015	Decline
643 Maryland Ave	Hawthorn	Removal	Yes	Spring 2015	Decline
20 Bedford St	Kwanzan Cherry	Tree Prune	Yes	Spring 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	Yes	Spring 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	No	Spring 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	No	Spring 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	No	Spring 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	No	Spring 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	Yes	Spring 2015	
20 Bedford St	Kwanzan Cherry	Tree Prune	Yes	Spring 2015	
42 Baltimore St	Kwanzan Cherry	Tree Prune	Yes	Fall 2015	Planter by Mark's Coffee
42 Baltimore St	Crabapple	Tree Prune	Yes	Fall 2015	Planter by Mark's Coffee
57 Baltimore St	Crabapple	Tree Prune	Yes	Fall 2015	City Lights
69 Baltimore St	Crabapple	Tree Prune	Yes	Fall 2015	Manhattan/El Canello
640 Hilltop Dr	European Bird Cherry	Tree Prune	Yes	Summer 2015	
640 Hilltop Dr	European Bird Cherry	Tree Prune	Yes	Summer 2015	

Location	Species	Action	Street Tree?	Date	Comments
418 Washington St	Bradford Pear	Tree Prune	Yes	Summer 2015	
418 Washington St	Bradford Pear	Tree Prune	Yes	Summer 2015	
419 Washington St	Sugar Maple	Prune	Yes	Summer 2015	
418 Washington St	Linden	Prune	Yes	Summer 2015	
413 Washington St	Norway Maple	Prune	Yes	Summer 2015	
408 Washington St	Ornamental Cherry	Prune	Yes	Summer 2015	
412 Washington St	Norway Maple	Prune	Yes	Summer 2015	
403 Washington St	Maple	Prune	Yes	Summer 2015	
404 Washington St	Linden	Prune	Yes	Summer 2015	
400 Washington St	Bradford Pear	Prune	Yes	Summer 2015	
400 Washington St	Norway Maple	Prune	Yes	Summer 2015	Chase St
400 Washington St	Norway Maple	Prune	Yes	Summer 2015	Chase St
400 Washington St	Norway Maple	Prune	Yes	Summer 2015	Chase St
Chase St	Norway Maple	Prune	Yes	Summer 2015	
Chase St	Norway Maple	Prune	Yes	Summer 2015	
Chase St	Norway Maple	Prune	Yes	Summer 2015	
Chase St	Norway Maple	Prune	Yes	Summer 2015	
213 Piedmont Ave	Sugar Maple	Prune	Yes	Summer 2015	
35 Oak St	Kwanzan Cherry	Prune	Yes	Summer 2015	
21 W. Roberts St	Linden	Prune	Yes	Summer 2015	
21 W. Roberts St	Linden	Prune	Yes	Summer 2015	
520 Avondale Av	Crabapple	Prune	Yes	Summer 2015	
1408 Oldtown Rd	Norway Spruce	Prune	Yes	Summer 2015	
1408 Oldtown Rd	Norway Spruce	Prune	Yes	Summer 2015	

Location	Species	Action	Street Tree?	Date	Comments
1408 Oldtown Rd	Norway Spruce	Prune	Yes	Summer 2015	
1408 Oldtown Rd	Norway Spruce	Prune	Yes	Summer 2015	
1408 Oldtown Rd	Norway Spruce	Prune	Yes	Summer 2015	
1408 Oldtown Rd	Norway Spruce	Prune	Yes	Summer 2015	
119 Wilmont Rd	Kwanzan Cherry	Prune	Yes	Summer 2015	
33 North Centre St	Ginkgo	Tree Prune	Yes	Fall 2015	
33 North Centre St	Ginkgo	Tree Prune	Yes	Fall 2015	
27 North Centre St	Ginkgo	Tree Prune	Yes	Fall 2015	
27 North Centre St	Ginkgo	Tree Prune	Yes	Fall 2015	
55 North Centre St	Crabapple	Tree Prune	Yes	Fall 2015	
Giarritta Park	Flowering Cherry	Tree Prune	Yes	Summer 2015	
117 Wilmont Rd	Kwanzan Cherry	Tree Prune	Yes	Summer 2015	
117 Wilmont Rd	Kwanzan Cherry	Tree Prune	Yes	Summer 2015	
600 Frederick St	Plum	Tree Prune	Yes	Summer 2015	
600 Frederick St	Plum	Tree Prune	Yes	Summer 2015	
115 Cumberland St	Crabapple	Tree Prune	Yes	Summer 2015	
127 Fayette St	Sugar Maple	Tree Prune	Yes	Summer 2015	Tree on Johnson St
72 Greene St	Flowering Cherry	Tree Prune	Yes	Summer 2015	
309 Greene St	Ash	Tree Prune	Yes	Summer 2015	
425 Greene St	Red Maple	Tree Prune	Yes	Summer 2015	
425 Greene St	Red Maple	Tree Prune	Yes	Summer 2015	
425 Greene St	Red Maple	Tree Prune	Yes	Summer 2015	

Location	Species	Action	Street Tree?	Date	Comments
228 Pear St	Flowering Cherry	Tree Prune	Yes	Summer 2015	
226 Pear St	Flowering Cherry	Tree Prune	Yes	Summer 2015	
227 Pear St	Flowering Cherry	Tree Prune	Yes	Summer 2015	
225 Pear St	Flowering Cherry	Tree Prune	Yes	Summer 2015	
225 Massachusetts Ave	Kwanzan Cherry	Tree Prune	Yes	Summer 2015	
208 Seymour St	Crabapple	Tree Prune	Yes	Summer 2015	
210 Seymour St	Crabapple	Tree Prune	Yes	Summer 2015	
251 Offutt St	Kwanzan Cherry	Tree Prune	Yes	Summer 2015	
40 Greene St	American Elm	Tree Prune	No	Summer 2015	Washington's Headquarters Park
520 Maryland Ave	Redbud	Tree Prune	Yes	Summer 2015	Tree on Williams St
639 Shriver Ave	Flowering Cherry	Tree Prune	Yes	Summer 2015	
641 Shriver Ave	Flowering Cherry	Tree Prune	Yes	Summer 2015	
Ridgedale Tank	Oak	Tree Prune	No	Fall 2015	
Ridgedale Tank	Hornbeam	Tree Prune	No	Fall 2015	
Ridgedale Tank	Oak	Tree Prune	No	Fall 2015	
Ridgedale Tank	Maple	Tree Prune	No	Fall 2015	
Ridgedale Tank	Hornbeam	Tree Prune	No	Fall 2015	
33 Washington St	Flowering Cherry	Tree Prune	Yes	Spring 2015	Tree on Prospect Square
33 Washington St	Flowering Cherry	Tree Prune	Yes	Spring 2015	Tree on Prospect Square
33 Washington St	Flowering Cherry	Tree Prune	Yes	Spring 2015	Tree on Prospect Square
Kiwanis Parklet	Kwanzan Cherry	Tree Prune	No	Summer 2015	
Kiwanis Parklet	Norway Maple	Tree Prune	No	Summer 2015	
Veterans Park	Arborvitae	Planting	No	Spring 2015	
Veterans Park	Arborvitae	Planting	No	Spring 2015	
Veterans Park	Arborvitae	Planting	No	Spring 2015	

Location	Species	Action	Street Tree?	Date	Comments
Veterans Park	Arborvitae	Planting	No	Spring 2015	
Harrison St	Redbud	Planting	No	Spring 2015	
45 Boone St	Redbud	Planting	Yes	Spring 2015	
231 Race St	Redbud	Planting	Yes	Spring 2015	
Windsor Rd	Dawn Redwood	Planting	Yes	Spring 2015	
100 Frederick St	Sourwood	Planting	Yes	Spring 2015	
730 Hilltop Dr	Dwarf Sugar Maple	Planting	Yes	Spring 2015	
519 Washington St	Horsechestnut	Planting	Yes	Spring 2015	
201 Offut St	European Hornbeam	Planting	Yes	Spring 2015	
827 Buckingham Dr	European Hornbeam	Planting	Yes	Spring 2015	
728 Hilltop Dr	European Hornbeam	Planting	Yes	Spring 2015	
522 Louisiana Ave	European Hornbeam	Planting	Yes	Spring 2015	
818 Windsor Rd	American Hornbeam	Planting	Yes	Spring 2015	
Queen City Dr	American Hornbeam	Planting	Yes	Spring 2015	
Queen City Dr	American Hornbeam	Planting	Yes	Spring 2015	
809 Buckingham Rd	Katsura	Planting	Yes	Spring 2015	
14 Chase St	Yellowwood	Planting	Yes	Spring 2015	
625 Kent Ave	Yellowwood	Planting	Yes	Spring 2015	
719 Louisiana Ave	Corwellian Cherry	Planting	Yes	Spring 2015	
Queen City Dr	Smoke Tree	Planting	Yes	Spring 2015	
625 Kent Ave	Crabapple	Planting	Yes	Spring 2015	
625 Kent Ave	Crabapple	Planting	Yes	Spring 2015	
625 Kent Ave	Crabapple	Planting	Yes	Spring 2015	
476 Williams St	Crabapple	Planting	Yes	Spring 2015	
500 Oldtown Rd	Crabapple	Planting	Yes	Spring 2015	
730 Hilltop Dr	Hophornbeam	Planting	Yes	Spring 2015	

Location	Species	Action	Street Tree?	Date	Comments
801 Hilltop Dr	Hophornbeam	Planting	Yes	Spring 2015	
817 Hilltop Dr	Hophornbeam	Planting	Yes	Spring 2015	
104 Washington St	Cherry	Planting	Yes	Spring 2015	
500 Avondale	Cherry	Planting	Yes	Spring 2015	
Canal Place	Weeping Cherry	Planting	No	Spring 2015	
55 Browning St	Japanese Lilac	Planting	Yes	Spring 2015	
324 Pear St	Japanese Lilac	Planting	Yes	Spring 2015	
209 Washington St	Japanese Lilac	Planting	Yes	Spring 2015	
231 Williams St	Japanese Lilac	Planting	Yes	Spring 2015	
757 Cleveland Ave	Japanese Lilac	Planting	Yes	Spring 2015	
757 Cleveland Ave	Japanese Lilac	Planting	Yes	Spring 2015	
757 Cleveland Ave	Japanese Lilac	Planting	Yes	Spring 2015	
757 Cleveland Ave	Japanese Lilac	Planting	Yes	Spring 2015	
326 Pear St	Japanese Lilac	Planting	Yes	Spring 2015	
428 North Center St	Japanese Lilac	Planting	Yes	Spring 2015	
55 North Centre St	Japanese Lilac	Planting	Yes	Spring 2015	
Constitution Park	Regal Prince Oak	Planting	No	Fall 2015	
Constitution Park	Highland Park Maple	Planting	No	Fall 2015	
Constitution Park	Highland Park Maple	Planting	No	Fall 2015	
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	

Location	Species	Action	Street Tree?	Date	Comments
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	
Ridgedale	Eastern Red Cedar	Planting	No	Fall 2015	
Ridgedale	Regal Prince Oak	Planting	No	Fall 2015	
Ridgedale	Smoketree	Planting	No	Fall 2015	
Ridgedale	Katsura	Planting	No	Fall 2015	
822 Windsor Rd	Autumn Blaze Maple	Planting	Yes	Fall 2015	
822 Windsor Rd	Autumn Blaze Maple	Planting	Yes	Fall 2015	
231 Williams Rd	Japanese Lilac	Planting	Yes	Fall 2015	
231 Williams Rd	Japanese Lilac	Planting	Yes	Fall 2015	
104 Washington St	Snow Goose Cherry	Planting	Yes	Fall 2015	
807 Louisiana Ave	Katsura	Planting	Yes	Fall 2015	
500 Oldtown Rd	Spring Snow Crabapple	Planting	Yes	Fall 2015	
809 Buckingham Rd	Katsura	Planting	Yes	Fall 2015	
239 Humbird St	Snow Goose Cherry	Planting	Yes	Fall 2015	
524 Louisiana Ave	Snow Goose Cherry	Planting	Yes	Fall 2015	
1309 Virginia Ave	Japanese Lilac	Planting	Yes	Fall 2015	
1313 Virginia Ave	Japanese Lilac	Planting	Yes	Fall 2015	
306 Washington St.	Serviceberry	Planting	Yes	Fall 2015	
730 Hilltop Dr	Japanese Lilac	Planting	Yes	Fall 2015	
115 Humbird St	Japanese Lilac	Planting	Yes	Fall 2015	
634 Maryland Ave	Snow Goose Cherry	Planting	Yes	Fall 2015	
123 Baltimore St	Snow Goose Cherry	Planting	Yes	Fall 2015	
45/47 Baltimore St	Serviceberry	Planting	Yes	Fall 2015	
55 North Centre St	Japanese Lilac	Planting	Yes	Fall 2015	
526 North Centre St	Carolina Silverbell	Planting	Yes	Fall 2015	
115 Humbird St	Serviceberry	Planting	Yes	Fall 2015	
Veterans Park	Arborvitae	Planting	No	Fall 2015	

Regular Council Agenda
April 5, 2016

Description
Utilities Division monthly report for February, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND

UTILITY DIVISION AND CENTRAL SERVICES MONTHLY REPORTS

February 2016

WWTP ACTIVITIES REPORT FEBURARY 2016

OPERATIONS:

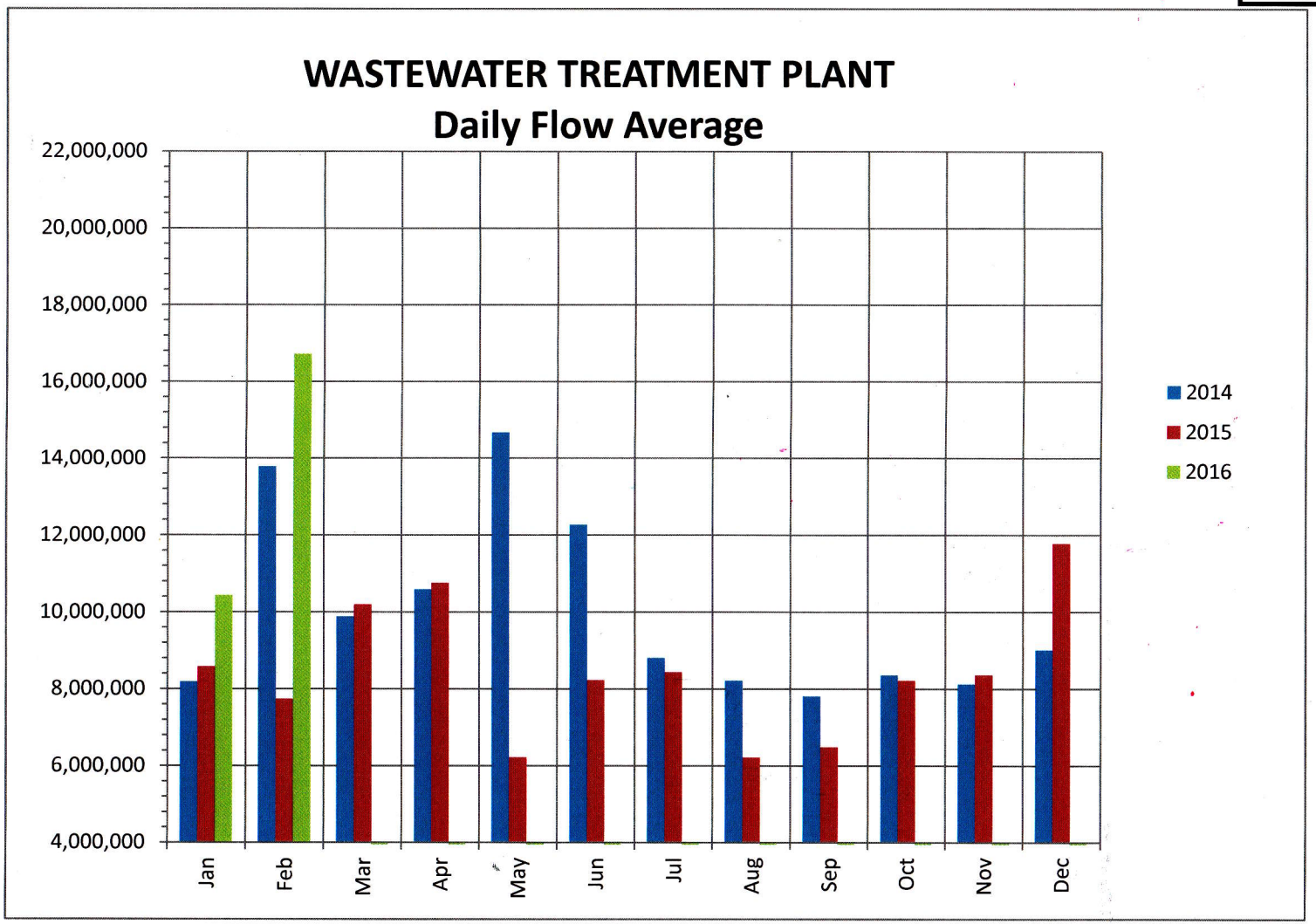
Treated 468,164,000 gallons @ an average of 16,720,143 per day. Removed 152,743 pounds of total suspended solids; 120,071 pounds of BOD. Processed 785,261 gallons of sludge; producing 83.02 Dry Tons of class A bio solids . Forty-four (44) work orders were completed. Wastewater Plant Quarterly sampling completed February 11.

Maintenance :

Repaired seal water leak on pump2 @ Evitts Creek P.S. Tested Flyght mixers . Rebuilt pressure regulator on water line to Gravity Belt Thickener. Seasonal maintenance being performed in the GBT Building. Repaired door on drying oven in Lab. Snow removal throughout the plant.

Month	Monthly Flow 2014	Daily Avg. Flow	Monthly Flow 2015	Daily Avg. Flow	Monthly Flow 2016	Daily Avg. Flow
Jan	253,752,000	8,185,548	266,035,000	8,581,774	323,554,000	10,437,226
Feb	385,900,000	13,782,143	216,548,000	7,733,857	468,164,000	16,720,143
Mar	306,588,000	9,889,935	316,270,000	10,202,258		
Apr	317,678,000	10,589,267	322,785,000	10,759,500		
May	454,945,000	14,675,645	192,751,000	6,217,774		
Jun	368,180,000	12,272,667	246,680,000	8,222,667		
Jul	272,890,000	8,802,903	261,454,000	8,434,000		
Aug	254,572,000	8,212,000	192,806,000	6,219,548		
Sep	234,194,000	7,806,467	194,653,000	6,488,433		
Oct	258,928,000	8,352,516	254,677,000	8,215,387		
Nov	243,550,000	8,118,333	250,841,000	8,361,367		
Dec	279,289,000	9,009,323	365,284,000	11,783,355		

Year	Yearly Total
2014	3,630,466,000
2015	3,080,784,000
2016	



Item # 4

Attachment number 1 \nPage 3

WATER DISTRIBUTION

Utilities Activity Report for February 16

REQUEST	W/E 2/5/16	W/E 2/12/16	W/E 2/19/16	W/E 2/29/16	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	8	27	9	7	51
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	9	4	8	2	23
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	6	4	8	5	23
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	11	8	13	11	43
REPAIR WIRING/GET READING				2	2
ORANGE TAG FOR REPAIRS	4	4	3	1	12
YELLOW TAG FOR H/L USAGE/APPT				1	1
RED TAG FOR SHUT OFF					0
TURN WATER ON	38	52	30	43	163
TURN WATER OFF	1				1
NONPMT/BAD CK/AGREE SHUT OFFS	45	47	30	43	165
SHUT OFF RECHECKS	48	62	27	19	156
PULL METERS - READS/SPAC/WR OFF	3	1	3		7
PUT METERS BACK ON LINE/READS	1	1			2
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK		3		2	5
NEW METER/DIAL	4	1	2	5	12
METER TESTS-Residential			2	1	3
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED				69	69
PRESSURE CHECK/NO WATER				1	1
MOVE METERS OUTSIDE/READINGS					0
Smartpoint change outs/New installs	2	1			3
Replace smartpoint antenna				1	1
REPAIR/REACTIVATE/MOVE SPs	3		1	1	5
INSULATE METER BOXES		50			50
FREEZE UPS/METERS & LINES		2			2
CCP - BACKFLOW/RETRO					0
HYDRANT/IRRIGATION METER					0
Pipe Technicians					
LINE LOCATOR	52	32	36	62	182
TAPS SERVICED		1		1	2
LEAKS REPAIRED	1	1		3	5
REPAIR HYD #278 PARK @ UNION	3				3
REPAIR HYD #860 @ DEVLIN MANOR	2				2
MARKED CECELIA SVC TO BE CUT OFF	3				3
FLUSHED HYD #872 - DIRTY WATER	3				3
CUT OFF SVC - CECELIA ST		7	7	7	21
CHECKED HYD #396 AND 45			3		3
REPLACE LID @ QUEEN CITY MOTORS			3		3
HYD #396 - PACKING LEAKING			4		4
CHECKED METER BOX - PINE AVE			3		3
COLD PATCH HOLES			3		3
INVESTIGATE LEAK-711 LAFAYETTE (HOOK)			1		1
FLUSHED HYD @ LEIPER & HARVARD				3	3
PUT HYD #809 BACK IN SERVICE				4	4
FLUSHED HYDS NEAR WILLIAMS/WINIFRED				4	4
FLUSHED HYD - ZIHLMAN WAY				3	3
LISTEN ON HYDS - MCNAMEE TANK LINE				3	3
PUT HYD #203 OUT OF SERVICE				4	4
PUT SEVERAL HYD BACK IN SERVICE				3	3
FLUSHED SEVERAL HYD/DIRTY COMPLAINT				3	3
					0
					0
					0
					0
					0
					0
					0
					0
Watershed					
Truck maintenance #380					
Moved equipment back to dam					
Equipment maintenance					
Maintenance around shop					
Serviced equipment at warehouse					
Delivered 10" valve to dam					
Time call - Grand Ave - water shut off					
Cut big tree out of lake					
Office Work - planning jobs for spring					
Shut off hydrant at Devlin Manor					
Flushed hydrants on east side due to dirty water complaints					
Worked on 8" main that Columbia Gas hit by warehouse					
Maintenance on chain saws					
Picked up trash around dams					
Picked up materials to work on washed out ditch					
Put rock baskets together					
Projects					
Projects -					0
WEEKLY TOTALS & GRAND TOTAL					1065

Regular Council Agenda
April 5, 2016

Description
Approval of the regular session minutes of March 1 and 15, 2016

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
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.

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: 3/1/16

***Pledge of Allegiance**

I. ROLL CALL

The regular meeting convened at 6:25 P.M.

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

ABSENT: Councilwoman Nicole Alt-Myers

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of City Star to Autumn Gibson in recognition of her heroic actions in saving the lives of her family members during a home fire on January 27, 2016

Mayor Grim presented Autumn Lynn Gibson, age 12, with a City Star Award and recognized her for her heroic efforts during a home fire on January 27, 2016 which saved the lives of her family members. Fire Chief Dunn provided details of the fire event and spoke on the importance of some detectors, fire prevention, and establishing a fire emergency plan.

III. DIRECTOR'S REPORT

(A) Police

1. Police Department Monthly Report for January, 2016

Item Action: Approved

Motion to approve the report was made by Councilman Caporale, seconded by Councilman

Bernard, and was passed on a vote of 4-0.

(B) Fire

1. Fire Department Monthly Report for January, 2016

Item Action: Approved

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

(C) Public Works

1. Utilities Division & Central Services Monthly Report for January, 2016

Item Action: Approved

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

2. Maintenance Division Monthly Report for January, 2016

Item Action: Approved

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

3. Engineering Division Monthly Report for January, 2016

Item Action: Approved

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

IV. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the closed session minutes of December 15, 2015, and January 5 and 11, 12, and 19, 2016

Item Action: Approved

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

CLOSED SESSION - DECEMBER 15, 2015

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Shawn Hershberger, Cumberland Economic Development Corporation; John Balch, Cumberland Economic Development Corporation Board of Directors; Marjorie Woodring, City Clerk

MOTION to enter into closed session to discuss a matter regarding the proposal for a business to locate in the city, board and commission appointments, and a personnel matter was made by Councilman Kauffman, seconded by Councilman Caporale and was passed on a vote of 4-0.

AUTHORITY to close the meeting was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1) and (4).

TOPICS: Business proposal, board and commission appointments, personnel matter

CLOSED MEETING - JANUARY 5, 2016

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION to enter into closed session to discuss union negotiations, board and commission appointment, and a personnel matter was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 4-0.

AUTHORITY to close the meeting was provided by the Annotated Code of Maryland, State Government Article, Sections 10-508 (a) (1) and (9).

TOPICS: Union negotiations, board and commission appointments, personnel matter

CLOSED MEETING - JANUARY 11, 2016

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale; Council Candidates Tamar Clarke, Ben Wolters, Marc Nelson, Eugene Frazier; Marjorie Woodring, City Clerk

MOTION to close the meeting to allow for individual interview with candidates for the vacant Council seat was made by Councilman Bernard, seconded by Councilman Caporale, and was approved unanimously.

AUTHORITY to close the Session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1).

TOPICS: Candidates interviews for Council

CLOSED MEETING - JANUARY 12, 2016

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers via phone conference; Council Members Seth Bernard and David Caporale; Council Candidate Richard J. "Rock" Cioni, Jr., Marjorie Woodring, City Clerk

MOTION to close the meeting was made to allow for individual interviews with candidates for the vacant Council seat was made by Councilman Caporale, seconded by Councilman Bernard and was approved unanimously.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1).

TOPICS: Candidate interview for Council

CLOSED MEETING - JANUARY 19, 2016

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION to close the meeting to discuss a personnel matter was made by Councilman

Caporale, seconded by Councilman Bernard, and was passed unanimously.

AUTHORITY to close the meeting was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1).

TOPICS: Personnel matters

V. PUBLIC HEARINGS

(A) Public Hearing to: a) allow for staff comment on the 2016 CDBG Annual Plan, and b) allow the opportunity for local non-profit agencies to express their needs for 2016 CDBG funding

Mayor Grim convened the Public Hearing at 6:38 P.M.

Lee Borror, Community Development Specialist, reviewed CDBG accomplishments for 2014-2015 and provided details on the programs that were funded, including public services programs and housing programs.

Mayor Grim opened the floor to receive comment and the following agency representatives discussed their requests to receive CDBG funding support: Don Enterline and Michelle Brinsfield / YMCA; Susan Malone / Allegany County Human Resources Development Commission (HRDC); Kathleen Breighner, Friends Aware; Evan Slonaker; Allegany County Historical Society; Sarah Kaiser / Family Crisis Resource Center.

Mr. Ken Wilmot asked how much money was given to the Animal Shelter and was advised by Mr. Borror that they received $17,000. Mr. Wilmot further questioned why CDBG money was given to what he felt was a bad project and Ms. Borror responded that the Shelter's programs meet CDBG guidelines.

Ms. Borror then reviewed the 2016 Annual Plan Application Process, which is publicly advertised. She stated that the City would receive just over $700,000 in CDBG funding for the coming year and discussed that projects must meet CDBG objectives and reviewed the criteria for sub-recipients. She stated that staff recommendations for project funding would be presented during a public meeting scheduled for April 5, 2016 at City Hall. Public comments would be received from tonight through April 19, 2016.

Mayor Grim stated that he heard two comments tonight refer to "the City donating money" and the "City giving money" and he asked Ms. Borror to provide clarification on the source of CDBG funding. Ms. Borror advised that the CDBG program is federally funded through the Department of Housing and Community Development.

With no further comments being submitted, Mayor Grim adjourned the Public Hearing at 7:08 P.M.

VI. NEW BUSINESS

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments.

MOTION to table Consent Agenda Item No. 6 was made by Councilman Caporale, seconded by Councilman Bernard, and was approved on a vote of 4-0.

MOTION to approve Consent Agenda Items 1-5 and 7-11 was made by Councilman Caporale, seconded by Councilman Bernard, and was approved on a vote of 4-0.

1. Order authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a City of Cumberland Deferred Loan Agreement made by Olive Richardson regarding property at 469 Williams Street has been fully paid

   Item Action: Approved

   ORDER NO. 25,930

2. Order authorizing the Sole Source purchase of replacement doors for the City Flood Control Pump Stations from Marshall Ruby and Sons in the estimated cost of $45,000.00

   Item Action: Approved

   ORDER NO. 25,931

3. Order authorizing a Contract of Sale with Judith A. Sarver, Personal Representative of the Estate of Milton L. Sarver, for property at 461 Goethe Street for the purchase price of $2,000 and authorizing acceptance of the deed provided settlement contingencies are met

   Item Action: Approved

   ORDER NO. 25,932

4. Order authorizing the execution of a contract with the Cumberland Economic Development Corporation (CEDC) under which the CEDC shall provide project administration for the Upper Story Redevelopment Program, funded by the Community Legacy Program in an amount not to exceed $100,000, for the period 2/16/16 - 6/30/18

   Item Action: Approved

   ORDER NO. 25,933

5. Order awarding the distribution of $44,440.75 in Neighborhoods Matter grant funding, supported by the Community Legacy Program, to assist projects at 436 Goethe Street, 441 Goethe Street, 348 Baltimore Avenue, the 300-400 block of Waverly Terrace, and 424 Goethe Street

   Item Action: Approved

   ORDER NO. 25,934

6. Order appointing Council Members and designated staff and representatives to various boards and commissions

   Item Action: Tabled

   This Consent Agenda Item was tabled.

7. Order authorizing the use of open containers of alcohol in certain defined areas of the downtown from 12:00 PM on March 12, 2016 through 2:00 Am on March 13, 2016 for the Hooley Pub Crawl; with the exception that open glass containers shall not be permitted

   Item Action: Approved

   ORDER NO. 25,935

8. Order appointing Joseph M. Snyder to the Historic Preservation Commission to fill the unexpired term of Cheri Yost, which shall be effective this date through December 31, 2016

Item Action: Approved

ORDER NO. 25,936

9. Authorizing the execution of Amendment No. 1 to the Maryland Bikeways Grant Agreement for the Frederick and Bedford Street Bike Improvements Project (No. 11-13-M) as approved June 16, 2015, by Order No. 25832, to extend the term of the original agreement to November 30, 2016

Item Action: Approved

ORDER NO. 25,937

10. Order authorizing the execution of Amendment No. 1 to MD Bikeways Grant for the C&O Trail Connections Project as approved on July 7, 2015 by Order No. 25835, to extend the term of the original agreement to November 30, 2016

Item Action: Approved

ORDER NO. 25,938

11. Order authorizing the execution of an Encroachment Agreement with First Peoples Community Federal Credit Union for the purpose of installing a handicap ramp for ADA accessibility at 153 Baltimore Street

Item Action: Approved

ORDER NO. 25,939

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

David Kauffman, 227 Saratoga Street, spoke in support of the Maryland Avenue redevelopment project.

Tammy Fraley, 913 Growden Terrace, stated there was a drug problem in the community and discussed the town hall meetings that had been held by the Sheriff throughout the region. She asked the Mayor and Council to take active steps to hold similar town hall meetings in the city of Cumberland.

Larry Wolfe, 401 Decatur Street, President of the Western MD Building Trades Council No. 401, spoke in support of the City's efforts to revitalize the Maryland Avenue area.

Mr. Woodrow Gordon, 221 Cecelia Street, spoke against the Maryland Avenue project. He provided a "Declaration" to the Mayor and Council signed by thirteen (13) property owners in the Rolling Mill area declaring their intent to continue to reside in Rolling Mills.

Marc Nelson, Jr., 113 Decatur Street, passed on his turn to comment.

Mayor Grim stated he had received a letter from Ray Beall, and invited him to speak since he was in attendance. Mr. Beall spoke in support of the Maryland Avenue project and provided information on a meeting he had attended at the Martin's Grocery Store meeting room regarding the project.

Mayor Grim thanked all who spoke that evening regarding the Maryland Avenue project. He emphasized that the City and the Cumberland Economic Development Commission (CEDC) were committed to completing the project. The CEDC is continuing the acquisition process and picked up four (4) additional homes the prior week. Mayor Grim stated that an overwhelming majority of the community supports the project and the City encourages the remaining property owners to speak with the CEDC to convey their individual needs. He further stated the City was encouraging communication

and negotiation.

VIII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:34 P.M.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.

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: 3/15/16

***Pledge of Allegiance**

I. ROLL CALL

The meeting was called to order at 6:30 P.M.

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, Richard J. Cioni

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

II. PROCLAMATIONS

(A) Proclaiming the month of April, 2016 as Fair Housing Month

The proclamation was read and acknowledged.

(B) Proclaiming the month of March, 2016 to be National Kidney Month

The proclamation was read by Mayor Grim and presented to Mr. George Franklin.

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Certificate to recognize George Franklin, Cumberland native, as a participant in The Transplant Games and as the longest surviving African American kidney transplant recipient

Mayor Grim read the Certificate and presented to Mr. George Franklin, thanking him for representing the City of Cumberland not only locally on the issue of kidney transplant issues, but on the national stage as well, as Mr. Franklin had participated in the nationally recognized Transplant Games of America.

(B) Presentation of the 2015 Officer of the Year Award to PFC Justin W. Gordon

Chief Charles Hinnant introduced PFC Gordon and provided details on his personal

achievements and examples of his merits as a member of the Cumberland Police Department. Chief Hinnant presented the 2015 Office of the Year Award to PFC Gordon and thanked him for his outstanding service to the Department and to the citizens of Cumberland.

(C) Oath of Office to be taken by Patrolmen Jacob Martel, Tyler Cheng, and Joseph Ashby

Chief Hinnant introduced each officer and provided details on their background and personal achievements. Mayor Grim then administered the Oath of Office to the group of officers and welcomed them to the Cumberland Police Department.

Mayor Grim announced that City Hall would soon be flooded on the outside with blue light to honor the officers of the Cumberland Police Department. He stated it was a small gesture but was offered sincerely to recognize the risk each officer takes to protect the citizens of Cumberland.

(D) Update from Sandi Saville, Chairwoman of the Downtown Development Commission, on the new signage murals to be installed in Cumberland Historic City Center

Sandi Saville, Chairperson of the Downtown Development Commission (DDC), and Jennifer Light, Executive Director of the DDC, provided an update on efforts to rebrand the downtown area. Ms. Saville stated that the Special Taxing District would now be known as Historic City Center. A competition to design new murals for the downtown to advance the new name had been undertaken and 9 designs were submitted. Ms. Saville provided photos of the winning design that would be displayed on three buildings in the downtown area. She advised also of another mural being planned for the 200 ft.-long wall behind the Times-News building that leads to the Canal Place area.

(E) Update from Donnelle Keech of the Nature Conservancy and Paul Eriksson, Natural Resource Technician for the City, on the forest management plan for the Lake Gordon and Lake Koon properties

Paul Eriksson, Natural Resource Technician for the City of Cumberland, provided information on the draft Forest Management Plan being written in cooperation with local forestry partners. He highlighted goals of the plan that would prepare the land for wood certification. Mr. Eriksson discussed plan for presenting the draft to the Cumberland Valley Township members and the Evitts Creek Water Company, and then returning to the Mayor and Council for approval.

Donnell Keech, representative of the Nature Conservancy, discussed the advantage of having a certified sustainable forest management plan and discussed the benefits derived from enhancing ecological, economic and social sustainability for the forest, the drinking water and the community. She urged the City to stay open to creative ideas to ensure access to resources, manpower, and expertise needed to implement the Forest Management Plan and discussed that the end game was to get out in front of threats to the forest health and may impact the drinking water supply in the future.

IV. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for February, 2016

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by

Councilman Bernard, and was passed on a vote of 5-0.

(B) Fire

1. Fire Department monthly report for February, 2016

Item Action: Approved

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

(C) Public Works

1. Maintenance Division monthly report for February, 2016

Item Action: Approved

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

2. Engineering Division monthly report for February, 2016

Item Action: Approved

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

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the regular session minutes of January 19 and February 2, 2016

Item Action: Approved

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

(B) Administrative / Executive

1. Approval of the closed session minutes of February 2, 2016

Item Action: Approved

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

CLOSED MEETING - FEBRUARY 2, 2016

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, Richard J. Cioni, Jr.; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Shawn Hershberger, CEDC Executive Director; Marjorie Woodring, City Clerk

MOTION to close the meeting to discuss a real estate issue and to consult with legal counsel was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 5-0.

AUTHORITY to close the meeting was provided by the Annotated Code of Maryland, State

Government Article, Sections 10-508 (a) (3) and (7).

TOPICS: Acquisition of real property, legal matter

VI. UNFINISHED BUSINESS

(A) Orders

1. Order appointing Council members and designated staff and representatives to various boards and commissions

Item Action: Approved

Mr. Rhodes reviewed the Consent Agenda Item and Mayor Grim called for questions or comments. Motion to approve the Item was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,940

VII. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action:

Mr. Rhodes reviewed each item on the Consent Agenda prior to vote and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-10 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

1. Order authorizing the abatement of taxes and utilities due on certain City-owned properties

Item Action: Approved

ORDER NO. 25,941

2. Order approving the execution of Lease Agreements with Mark's Daily Grind, Inc., Shafco T/A City Lights American Grill and Bar, and The New Creamery LLC for the use of public space for outdoor dining and entertainment purposes

Item Action: Approved

ORDER NO. 25,942

3. Order authorizing the execution of a Lease Agreement with R&M Variety Store LLC, located at 100 Baltimore Street, to allow for the use of the public right-of-way on Centre and Baltimore Streets to sell merchandise for the period April 1, 2016 through August 15, 2016

Item Action: Approved

ORDER NO. 25,943

4. Order authorizing the execution of a Memorandum of Understanding ("MOU") with the Board of County Commissioners of Allegany County for the contract of Shirley A. Wade to provide part-time clerical services for the Allegany County Narcotics Task Force (C3IN)

Item Action: Approved

ORDER NO. 25,944

5. Order authorizing the Chief of Police to execute a Memorandum of Understanding with Allegany College of MD to formalize mutual cooperation related to reporting and responding to crimes occurring on property owned or managed by ACM or involving ACM-affiliated persons within the CPD's jurisdiction

Item Action: Approved

ORDER NO. 25,945

6. Order approving an amendment to the Grant Agreement with the MD Department of Planning for cultural programming in the Canal Place Heritage Area to redirect unused funding for Canal Fest in the amount of $1,100 to the Youth Summit Program

Item Action: Approved

ORDER NO. 25,946

7. Order authorizing the execution of Change Order No. 2 to the "Sodium Hypochlorite Conversion Project (5-13-WFP)" with Hickes Associates, Inc. for the installation of 8 expansion loops at the amount of $1,454.87 and reimbursement for concrete testing at the amount of ($1,500.00), decreasing the contract price by ($45.13), and bringing the new contract price to $388,409.19. Zero calendar days will be added to the project.

Item Action: Approved

ORDER NO. 25,947

8. Order authorizing the execution of a Collective Bargaining Agreement with AFSCME Local #553, effective March 1, 2016 through February 28, 2021, and automatically renewable year-to-year unless either party provides proper written notice of the desire to do otherwise

Item Action: Approved

ORDER NO. 25,948

9. Order lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol in designated areas of the downtown mall for Cumberland Comes Alive! events on Friday evenings in June, July and August, and on Saturday evening, September 17, 2016 for the Roaring 20's Event; notwithstanding that open glass containers shall not be permitted

ORDER NO. 25,949

10. Order approving the use of $19,600 in Neighborhoods Restoration Funding, supported by the Community Legacy Program, for the demolition of 316 Baltimore Avenue, and accepting the bid of Kiddy's Contracting, LLC for the demolition of this property in the estimated amount not to exceed $19,600

Item Action: Approved

ORDER NO. 25,950

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

No public comment was offered at this time.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:15 P.M.

Minutes approved on _____

Mayor Brian K. Grim _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
April 5, 2016

Description
Approval of the closed session minutes of March 1, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, March 1, 2016
5:15 p.m.

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, and Richard J. "Rock" Cioni

ABSENT: Councilwoman Nicole Alt-Myers

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

MOTION: Motion to enter into closed session to discuss a personnel issues and union negotiations pursuant to the provision of the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1) was made by Councilman Caporale, seconded by Councilman Bernard, and was passed on a vote of 4-0.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

- Section 10-508 (a) (1): To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals

TOPICS: Board and commission appointments, union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
April 5, 2016

Description

Public Hearing - Staff recommendations for the award of 2016 CDBG funding will be provided

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
April 5, 2016

Description

Order declaring a 1995 Chevrolet Truck (VIN 1GCEK19H9SE170264) to be surplus property and authorized 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:** __April 5, 2016__

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

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

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

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

1) 1995 Chevrolet Truck VIN: 1GCEK19H9SE170264

_____

Brian K. Grim, Mayor

Regular Council Agenda
April 5, 2016

Description

Order declaring a 2004 GMC Truck, VIN 1GKEK13Z34R226717; 1988 Chevrolet Truck, VIN 1GCGV26K6JF156059; and a 1988 Ford Truck, VIN 1FTEE14N5JHA88498 to be surplus property and authorized 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:** __April 5, 2016__

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

THAT the Mayor and City Council of Cumberland is the record owner of certain vehicles which have been determined to be of no further value to the City; and

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

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

1)	2004 GMC Truck	VIN: 1GKEK13Z34R226717
2)	1988 Chevrolet Truck	VIN: 1GCGV26K6JF156059
3)	1988 Ford Truck	VIN: 1FTEE14N5JHA88498

_____

Brian K. Grim, Mayor

Regular Council Agenda
April 5, 2016

Description

Order accepting the bid of Christopher Reuschel to operate the concession stand at Constitution Park Pool for the 2016 operating season for a base amount of $1,000 and 0% of the gross sales, and authorizing the execution of a contract for these services that shall be renewable for two (2) additional years upon mutual consent

Approval, Acceptance / Recommendation

Contractors interested in providing concession services at the Constitution Park Pool offer a base amount and a percentage of gross sales they are willing to pay the City for the privilege of operating the park pool concession stand. This service was publicly bid and one bid was received from Christopher Reuschel who offered $1,000 as the base bid and 0% of gross sales.

Diane Johnson, Director of Parks and Recreation, offered the attached recommendation to accept the sole bid received from Mr. Reuschel.

☐ Budgeted

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

Value of Award (if applicable)

Bidder will pay City $1,000 and 0% of gross sales for 2016 operating season.

Source of Funding (if applicable)

N/A

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** ____April 5, 2016_____

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

THAT, the bid of Christopher Reuschel, P.O. Box 890, Ridgeley, WV 26753, to provide services for the operation of the Concession Stand at Constitution Park Pool for the base amount of One Thousand Dollars ($1,000.00) plus zero percent (0%) of the gross sales for the period be and is hereby accepted; and

BE IT FURTHER ORDERED, that no other bids were received for these services; and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute a Concession License Agreement by and between the Mayor and City Council of Cumberland and Christopher Reuschel detailing the provision of these services; and

BE IT FURTHER ORDERED, that the services shall be provided for the 2016 operating season, as defined by the contract, and shall be renewable for two (2) additional years upon mutual consent of both parties.

_____

Brian K. Grim, Mayor

Bids:

Bidder	Base Bid	% Gross Sales
Christopher Reuschel	$1,000.00	0%

Fund:
General Fund / Parks and Rec Department

Bid for Operation of Concession Stand at Constitution Park

Bid Opening: March 30, 2016- 2:30 p.m., City Hall Council Chambers

Company	Amount of Base Bid	Total Percent of Gross Sales	Affadavit
Christopher Reuschel	$1,000.00	$0.00	Submitted
PO Box 890			
Ridgeley, WV 26753			

The Department of Parks and Recreation will review all proposals and provide a recommendation to the Mayor and City Council for award based on the best and most responsive bid received.

Gmail by Google

Margie Woodring <margie.woodring@cumberlandmd.gov>

Park Pool concession

1 message

Diane Johnson <diane.johnson@cumberlandmd.gov> Wed, Mar 30, 2016 at 2:51 PM
To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Hello Margie,
I am making the recommendation the city accept the bid to operate the Constitution Park Pool Concession stand submitted by Christopher Reuschel.
Thank you,
Diane

Diane Johnson, Director
Cumberland Parks & Recreation
diane.johnson@cumberlandmd.gov **NEW EMAIL ADDRESS**

Item # 10

Regular Council Agenda
April 5, 2016

Description

Order authorizing the execution of Change Order No. 1 to the current City contract "2015 Grass Mowing Contract - Non-Residential (7-15-M)" with Biser Lawncare and More in the increased amount of $2,500.00, adding Zero (0) days to the contract

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute Change Order No. 1 to the existing contract with Biser Lawncare and More for City project 7-15-M in the increased amount of $2,500.00. This change order will add the mowing of East Side School property and the property in the area of the Viaduct between Mechanic and Centre Streets. There will be no time added to the contract for this Change Order.

☐ Budgeted

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

Value of Award (if applicable)

Original Contract Value: $31,100.00
Change Order No 1 $2,500.00
New Contract Value $33,600.00

Source of Funding (if applicable)

001.078.20100

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** ___April 5, 2016_____

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

THAT the City Administrator be and is hereby authorized to execute Change Order No. 1 to the existing contract with Biser Lawncare and More, 14401 Spruce Springs Road, Cresaptown, MD 21502, for the 2015 Grass Mowing Contract – Non-Residential City-Owned Properties (No. 07-15-M), be and is hereby accepted in the estimated unit cost of No Cents ($31,100.00); and

BE IT FURTHER ORDERED that, Zero (0) additional days will be added to the contract by this Change Order

_____

Brian K. Grim, Mayor

Biser Lawncare and More	
Original Contract Amount	$31,100.00
Change Order No. 1	$2,500.00
New Contract Sum	$33,600.00

Source of Funding
001.078.20100

City of Cumberland

Change Order Number: 1

Project: 2015 Grass Mowing Contract Non Residential
City Project No.: 7-15-M
Purchase Order No.: 2016-363
M&CC Order No.: 25858
Contractor: Biser Lawn Care and More
Vendor No.: 148

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
Mowing of City Owned Property Throughout the City of Cumberland						
ADD	1	10	$ 200.00	East Side School		$2,000.00
ADD	1	10	$ 50.00	Viduct Between Mechanic and Centre Streets		$500.00
				Total Change Order Amount:		$2,500.00

The Original Contract Sum was:	$31,100.00
Previous Change Orders:	$0.00
Contract Sum as a result of Previous Change Orders:	$31,100.00
The Contract Sum Increased/decreased by this Change Order:	$2,500.00
The New Contract Sum as a result of this Change Order is:	**$33,600.00**
Contract Time Change:	**zero days added**

Recommended by: _____
Assistant Street Superintendent *Date*

Contractor: Biser Lawn Care and More
Chris Biser 3/31/2016
Date

The City of Cumberland:

Accepted by: _____
Director of Engineering *Date*

Approved By: _____
City Administrator *Date*

Mayor and City Council Order Number Authorizing this Change Order: _____

Regular Council Agenda
April 5, 2016

Description

Order authorizing the Sole Source award of City Contract 15-15-P(1) to IA Construction Corporation to provide milling and paving on Centre and Valley Streets, in the unit price contract value of $207,016.00, based on IA Construction's proposal to honor the prices awarded in Belt Paving, Inc.'s State Contract with Maryland SHA (Contract No. XY4015177)

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation for the M&CC to award City Contract 15-15-P(1) to IA Construction Corporation on a Sole Source basis to provide milling and paving on Centre and Valley Streets. This award shall be based on IA Construction's proposal to honor the prices awarded in Belt Paving, Inc.'s State Contract with MD SHA(Contract No. XY4015177) . A unit price adjustment has been made to the per ton pricing for asphalt due to the change in condition for these streets (25 tie in locations) and adding the terms and conditions of Community Development Block Grant funding. This project will be based on a Unit Price contract value of $207,016.00.

☐ Budgeted

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

Value of Award (if applicable)

$207,016.00

Source of Funding (if applicable)

$132,000.00 CDBG (NN15010)
Bond Funds

Cover Memo

Item # 12

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** April 5, 2016

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

THAT, the sole source proposal of IA Construction Corporation 24 Gibb Road, Franklin, PA, 16323, to provide milling and paving services on Centre and Valley Streets for City Project No. 15-15 P(1), be and is hereby approved in the unit price contract value of Two Hundred Seven Thousand, Sixteen Dollars and No Cents (207,016.00).

BE IT FURTHER ORDERED that, this contract shall be based on IA Construction Corporation's proposal to honor the prices awarded in Belt Paving , Inc's State Contract with MD SHA (Contract No. XY4015177).

_____

Mayor Brian K. Grim

Source of Funding:
$132,000.00 CDBG (NN15010)
Bond Funds

04/01/2016 10:24
10176434 City of Cumberland - 2015 Mill & Pave
*** SCOTT, Keith (FKLIN)

BID TOTALS

Biditem	Description	Status - Rnd	Quantity	Units	Unit Price	Bid Total
4011	MOT	U	6.000	DY	550.00	3,300.00
4012	MOB	U	1.000	LS	1,300.00	1,300.00
4013	Flaggers	U	120.000	HR	65.00	7,800.00
4014	12.5mm 2" Depth, Mill & Fill	U	1,598.000	TN	109.50	174,981.00
4015	Shaffer, 4 ADA Ramps	U	1.000	LS	19,635.00	19,635.00
		2016 Center & Valley Streets				$207,016.00
			Bid Total	==========>		$207,016.00

**Notes:
Items in italics are Non-Additive.

Item # 12

Regular Council Agenda
April 5, 2016

Description

Order authorizing execution of Change Order No. 2 to the current contract with Shaffer Construction for Amtrak Trail Connection Project (10-14-M) in the increased amount of $50,010.00 for approximately 3334 square feet of repair and restoration of existing sidewalk in the downtown area for pedestrian access. An additional 75 working days shall be added to this project.

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to approve Change Order No. 2 to the current contract with Shaffer Construction for City Project 10-14-M Amtrak Trail Connection in the increased amount of $50,010.00. This Change Order will also include the terms and conditions of the Community Development Block Grant program. This change order will allow for approximately 3,334 SF of Repair and restore existing sidewalk in the downtown area for pedestrian access.

☐ Budgeted

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

Value of Award (if applicable)

$50,010.00

Source of Funding (if applicable)

111.435.20100 (NN15007) $50,000.00 001.052.20100 $10.00

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** April 05, 2016

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 to the existing contract with Shaffer Construction Company, Inc., P.O. Box 231, Ellerslie, Maryland 21529 for City Project "Amtrak Station Entryway Improvements-Baltimore Street Trail Connection" (10-14-M), in the increased amount of Fifty Thousand, Ten Dollars and No Cents ($50,010.00); and

BE IT FURTHER ORDERED, that Seventy-five (75) working days shall be added to this project; and

BE IT FURTHER ORDERED, that this Change Order will also include the terms and conditions of the Community Development Block Grant.

_____

Mayor Brian K. Grim

Shaffer Construction Company, Inc. 10-14-M	
Original Contract Amount	$92,789.04
Change Order No. 1	$7,224.20
Change Order No. 2	$50,010.00
New Contract Amount	$150,023.24

Source of Funding

111.435.20100 (NN15007)	$50,000.00
001.052.20100	$10.00

City of Cumberland

Change Order Number: 1

Project: Amtrak Station Entryway Improvements - Baltimore Street Trail Connection
City Project No.: 10-14-M
Contractor: Shaffer Construction
Vendor No.: 303173

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Item Number	UNITS	QTY	UNIT PRICE	Description	Delete	Add
ADD	6009	SF	3334	$ 15.00	Repair and Reset Existing Sidewalk		$50,010.00
					Total Change Order Amount:	$0.00	$50,010.00

The Original Contract Sum was:	$92,789.04
Previous Change Orders:	$7,224.20
Contract Sum as a result of Previous Change Orders:	$100,013.24
The Contract Sum increased/decreased by this Change Order:	$50,010.00
The New Contract Sum as a result of this Change Order is:	**$150,023.24**
Contract Time Change:	**75 Working Days**

Recommended by: _____
Contract Labor Compliance Specialist *Date*

Contractor: Shaffer Construction

_____
Date

The City of Cumberland:

Accepted by: _____
Director of Engineering Date

Approved By: _____
City Administrator Date

Mayor and City Council Order Number Authorizing this Change Order: _____

REQUIRED PROVISIONS

TERMS AND CONDITIONS IN COMPLIANCE WITH FEDERAL REGULATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS.

DEFINITIONS

(a) "Applicant" means any entity seeking assistance for a project including, but not limited to mortgagors, developers, local public bodies, nonprofit or limited dividend sponsors, builders, or property managers.

(b) "Business concerns located within the Section 3 covered project area" means those individuals or firms located within the relevant Section 3 covered project area as determined pursuant to 135.15, listed on the Department's registry on eligible business concern, and which qualify as small under the small business size standards of the Small Business Administration.

(c) "Business concerns owned in substantial part by persons residing in the Section 3 covered project area" means those business concerns which are 51 percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 135.15, owned by persons considered by the Small Business Administration to be socially or economically disadvantaged, listed on the Department's registry of eligible business concerns, and which qualify as small under the small business size standards of the Small Business Administration.

(d) "Contracting party" means any entity which contracts with a contractor for the performance of work in connection with a section 3 covered project.

(e) "Contractor" means any entity which performs work in connection with a Section 3 covered project.

(f) "Department" means the Department of Housing and Urban Development.

(g) "Lower Income resident of the area" means any individual who resides with the area of Section 3 covered project and whose family income does not exceed 80 percent of the median income in the Standard Metropolitan States Area (or the country if not within an SMSA) in which the Section 3 covered project is located.

(h) "Political jurisdiction" means a politically organized community with a governing body having general governmental powers.

(i) "Recipient" means any entity who received assistance for a project including but not limited to, mortgagors, developers, local public bodies, nonprofit limited dividend sponsors, builders, or property managers.

(j) "Secretary" means the Secretary of Housing and Urban Development.

(k) "Section 3" means Section3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 170lu.

(l) "Section 3 clause" means the contract provisions set for the in 135.20 (b).

(m) "Section 3 covered projects" means any nonexempt project assisted by any program administered by the Secretary in which loans, grants, subsidies, or other financial assistance are provided in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development (except where the financial assistance available under such program is solely in the form of insurance or guaranty). Project contracts, and subcontracts, connected with programs administered by the Secretary under Section 235 and 236 of the National Housing Act, as well as any Public Housing program and which do not exceed $500,000 in estimated cost are exempted from the requirements of the part, as is any subcontract of $50,000 or under on such projects or contracts in excess of $500,000.

(n) "Subcontractor" means any entity (other than a person who is an employee of the contractor) which has agreed or arranged with a contractor to undertake a portion of the contractor's obligation or the performance of work in connection with Section 3 covered project.

SUMMARY OF REQUIREMENTS

This is a Community Development Block Grant Project and is subject to the regulations set forth by the United States Department of Housing and Urban Development. In general, these requirements are:

1. Equal Employment Opportunity – Page 12 through 13.
   The contractor must agree that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The regulation dictates that the Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the Contracting Officer stating provisions of this nondiscrimination clause. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965. An Affirmative Action Plan is required and must be submitted to Labor Relations Office, Department of Community Development not later than fifteen days after the date of the preconstruction conference.

2. Notice of Requirement for Affirmative Action to Insure Equal Employment Opportunity – Page 14 through 15. Identifies information that must be included in all contracts.
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications – Page 16 through 20. Explains Contractor's responsibility and goals for minority, female, and handicapped employees.
4. Part 135.70, Development of an Affirmative Action Plan for Section 3 – Page 21 through 22.
5. States that the Contractor and subcontractors must prepare an Affirmative Action Plan specifically for this section, indicating their intention to utilize eligible businesses within each type of profession involved in the specific contract. The Affirmative Action Plan for Section 3 must be submitted with, and at the time of submission of bid proposal. The City of Cumberland's Plan is available for review in the Labor Relations Office, Department of Community Development, 57 N. Liberty Street, Cumberland, Maryland.
6. Part 24 CFR 135.20 (b), Section 3 Clause – Page 23. This clause must be included in all contracts, including subcontractors.
7. Federal Labor Standards Provision – Page 24 through 29, Requires Contractor to comply with the Davis-Bacon Act, the Anti-Kickback or Copeland Act, and the Contrast Work Hours-Safety Standards Act
8. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act – Page 28. Includes information concerning work-hour accounting and requirement for overtime payments.
9. Certification of Eligibility – Page 28. Primary Contractor and subcontractor. I
10. Interest of Members, Officers, or Employees of /Contractor, Members of Local Governing Body, or other Public Officials, Page 30 Contains specific wording regarding conflict of interest.
11. Access to Documents – Page 30. Contains language concerning the type of documents involved and the right of access.
12. Preconstruction Conference – Page 30 Contains a statement concerning the requirement for a preconstruction conference.
13. Termination of Contract for Cause – Page 30. Contains the conditions under which this contract may be terminated for cause.
14. Termination of Contract for Convenience of the City of Cumberland – Page 31, Contains details concerning this type of termination.
15. Statement of Compliance – Page 31. States the City's position on utilizing minority contractors.
16. Wage Rates – Page 31 through 35. Contains detailed local rates and fringe benefits applicable to this area for this contract.
17. List of Subcontractors – Business Utilization Table –Page 38. Provides a form for use by the prime Contractor for a listing of all subcontractors. This form must be submitted with, and at the time of, submission of bid proposal.
18. Compliance with Air and Water Acts – Page 39. Lists requirements to be inserted into all contracts and subcontract with respect to any non exempt transaction.
19. Clean Air Act and Federal Water Pollution Control Act.- Page 40Contractor must agree to comply with these two acts. To be filled in and will be
20. Estimated Work Force Breakdown – Page 41
    Provides a form on which the Contractor and subcontractors are required to list work force needs.

Must be submitted to the Director's Office. Department of Urban Programs, with, and at the time of, submission of bids.

21. List of Subcontractors – Proposed Contracts Breakdown –Page 38. Provides a form for use by the prime Contractor for a listing of all subcontractors. This form must be submitted with, and at the time of, submission of bid proposal

EQUAL EMPLOYMENT OPPORTUNITY

Activities and Contracts Subject to Executive Order 11246, As Amended

Chapter 60 – Office of Federal Compliance Program

Regs. 41 CFR Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

Published in Federal Register, Vol. 43, No. 68
Friday, April 7, 1978, Regs. 41 CFR Part 60-4.2(d)

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated.

1. The Offertory's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Article I. Timetables

Goals for Minority Participation for Each Trade	Goal for Female Participation in Each Trade	
Not Established	3.1	4-1-78 to 3-31-79
4-1-79 to 3-31-80	6.9	4-1-80 to indefinite

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

4. As used in the Notice and in the contract resulting from this solicitation, the "covered area" is Cumberland, Allegany County, Maryland.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246)

Published in Federal Register, Vol. 43, No. 68
Friday, April 7, 1978, Regs. 41 CPR Part 60-4.3(a)

The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000.00 to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part and in construction subcontracts in excess of $10,000.00 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.

1. As used in these specifications:
a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
(2) Hispanic (all persons of Mexican. Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race).
(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).
(4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

Whenever the Contractor, or Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor of Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

2. <u>The Contractor shall implement the specific affirmative action standards provided in paragraphs 5a through p of these specifications.</u> The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female

utilization the Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

3. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto

4. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

5. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results form its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and

training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall wend written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontractors form minority and female construction contractors and suppliers, including circulation or solicitations to minority and female contractor associations and other business associations.

p. Conduct review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

6. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

7. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor, may be in violation of the Executive Order if a specific minority group of women is underutilized.

8. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

9. The Contractor shall not enter into any Subcontract with any person of firm debarred from Government contracts pursuant to Executive Order 11246.

10. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

11. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall precede in accordance with 41 CFR 60-7.8.

12. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions here of

as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

13. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PART 135.70 – DEVELOPMENT OF
AN AFFIRMATIVE ACTION PLAN

In developing an affirmative action plan, each applicant, receipt, contractor and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall:

(a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type of profession) over the duration of the Section 3 covered project in question.
(b) Analyze the information set forth in Paragraph (a) of this section and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in Paragraph (a) of this section, and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.
(c) Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following actions:
(1) Insertion in the bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor or subcontractor letting the contract; and
(2) Identification within the bid document, if any, of the applicable Section 3 project area.
(d) Indicate the anticipated process and steps which have been taken and/or will be taken to secure the cooperation of contractors, subcontractors, and unions in meeting the goals and carrying out the affirmative action plan developed pursuant to this subpart.
(e) Take steps to insure that the appropriate business concerns included in the Department's registry for the Section 3 covered project area are notified of pending contractual opportunities either personally or though locally utilized media. All applicants, recipients, contractors, and subcontractors which so notify concerns included in the Department's registry of available contracts and of opportunities to submit bids shall satisfy all requirements of this Part for notification of business concerns located within the Section 3 covered project area and business concerns owned in substantial part by persons residing in the Section 3 covered project area.
(f) Take steps to insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
(g) Where competitive bids are solicited, require the bidders to submit their utilization goals, and their affirmative action plans for accomplishing their goals, and in evaluating each bid, to determine its responsiveness, carefully evaluate the bidders' submission to determine whether the affirmative action plan proposed will accomplish the stated goals.
(h) Where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan.
(i) In implementing its affirmative action plan, each applicant, recipient, contractor or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project. Each applicant, recipient, contractor or subcontractor seeking to establish that a good faith effort has been made to implement its affirmative action plan, as required by this paragraph, shall as a minimum, set forth evidence acceptable to the Secretary that-it has implemented the steps required by paragraphs (c), (d), (e), and (h) of this section and has ascertained from the Department's Regional Administrator , Area Office Director, or FHA Office Director having jurisdiction over the Section 3 covered project, the boundaries of the Section 3 covered project area, if available, and attempted to recruit from the appropriate areas the necessary eligible business concerns through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Project Area Committees (PAC) in urban renewal areas, Model Opportunities Industrialization Centre (OIC), Urban League, Concentrated Employment Program, or the U.S. Employment Service, as well as the Chamber of Commerce, and any equivalent organizations in the Section 3 covered project area.

SECTION 3 CLAUSE

Department of Housing and Urban Development rules and Regulations

THIS CLAUSE MUST BE IN ALL CONTRACTS AND MUST BE QUOTED IN THE SPECIFICATIONS.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection
with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the

contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a

State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for

less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the

applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier contractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the

action of such Administration..... makes, utters or publishes any statement knowing the same to be

false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permit
ted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provision

Interest of Members, Officers, or Employees of Contractor,
Members of Local Governing Body, or other Public Officials

No member, officer, or employee of the City of Cumberland, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Community Development Block Grant Agreement.

Access to Documents

The City of Cumberland or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the contract requirements for the purpose of making audit, examination, excerpts, and transcriptions.

Preconstruction Conference

The City of Cumberland will hold a preconstruction conference with the principal contractor and all available subcontractors to explain the contractors' responsibilities and obligations regarding the labor standards provisions contained in these specifications. The date and location of this conference will be given with the award of the bid.

The preconstruction conference form; which will be given to the contractor at the preconstruction conference, must be returned to the Office of the Coordinator, Community Development Programs, within fifteen days from the date of the conference.

TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, either the Contractor or the City of Cumberland shall fail to fulfill in timely and proper manner his obligations under this contract or if either party shall violate any of the covenants, agreements, or stipulations of the contract, the injured party shall thereupon have the right to terminate this contract by giving written notice to the other party five (5) days before the effective date of termination. In such event, copies of all finished or unfinished material prepared by the Contractor under this contract shall, at the option of the City of Cumberland, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cumberland for damages sustained by the City of Cumberland by virtue of any breach of the contract by the Contractor, and the City of Cumberland may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City of Cumberland from the Contractor is determined.

Termination of contract for convenience
Of the City of Cumberland

The City of Cumberland may terminate this contract at any time by notice in writing from the City of Cumberland to the Contractor. If the contract is terminated by the City of Cumberland as provided herein, the Contractor shall be paid only for the work completed to date of termination.

STATEMENT OF COMPLIANCE CLAUSE

a. It is the policy of the City of Cumberland, Maryland, to take positive steps to maximize the utilization of minority business enterprises in all contract activity administered under the Community Development Block Grant program.
b. The Contractor will utilize his best efforts to carry out this policy in the award of his sub-contracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members.

WAGE RATES

The rates of pay for laborers and mechanics employed in construction projects assisted under Title I shall not be less than the wages prevailing in the locality in question, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such laborers and mechanics. Wage rates have to be posted on the job site.

Table 1

For this contract, the wage rates for Heavy/Highway Construction, published in Federal Register will apply. See pages 34 through 38.

General Decision Number: MD160006 01/08/2016 MD6

Superseded General Decision Number: MD20150006

State: Maryland

Construction Type: Highway

County: Allegany County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUMD2015-003 09/15/2015

	Rates	Fringes
CARPENTER	$ 26.77	15.10
CEMENT MASON/CONCRETE FINISHER	$ 19.56	5.08
ELECTRICIAN	$ 38.79	15.25
IRONWORKER, REINFORCING	$ 26.97	15.87
IRONWORKER, STRUCTURAL	$ 26.97	15.87
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 18.89	16.35
LABORER: Concrete Puddler	$ 19.11	16.35
LABORER: Grade Checker	$ 19.11	16.35
LABORER: Landscape	$ 18.89	16.35
LABORER: Luteman	$ 18.89	16.35

LABORER: Mason Tender -
Cement/Concrete.....$ 19.11 16.35

LABORER: Pipelayer.....$ 19.11 16.35

LABORER: Common or General,
Includes Flagger.....$ 18.89 16.35

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 27.72 13.40

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 27.72 13.40

OPERATOR: Broom/Sweeper.....$ 23.49 12.15

OPERATOR: Bulldozer.....$ 24.75 12.15

OPERATOR: Crane.....$ 30.30 15.30

OPERATOR: Gradall.....$ 27.45 12.15

OPERATOR: Loader.....$ 26.45 12.15

OPERATOR: Milling Machine.....$ 27.72 13.40

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 27.72 13.40

OPERATOR: Piledriver.....$ 27.36 10.72

OPERATOR: Roller.....$ 27.72 13.40

OPERATOR: Screed.....$ 18.77 3.56

PAINTER: Bridge.....$ 33.23 9.40

TRUCK DRIVER: Dump Truck.....$ 17.05 0.00

TRUCK DRIVER: Flatbed Truck.....$ 19.68 4.83

TRUCK DRIVER: TackTruck.....$ 22.94 7.87

TRUCK DRIVER: Water Truck.....$ 23.56 6.96

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

?

COMPLIANCE WITH AIR AND WATER ACTS

The Community Development Block Grant Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857, et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251, et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended form time to time.

In compliance with said regulations, the City of Cumberland shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction there under funded with assistance provided under the Community Development Block Grant Agreement, the following requirements:

(1) A stipulation by the contractor of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
(2) Agreement by the contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Act, as amended (33USC 1318) relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
(4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under the Community Development Block Grant Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contact Name and Number_____

_____

I/We agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.).

_____
Contractor

_____
Signature

_____
Date

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions not Currently Occupied	No. Positions to be filled with Section 3 Residents
Officers/ Supervisors				
Professionals				
Technicians				
Hsg. Sales/ Rental/Mgt.				
Office/ Clerical				
Service Workers				
Others				
Trade:				
Journeymen				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade				
Journeymen				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade:				
Journeymen				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
TOTAL				

_____
Company

_____
Project Name

_____
Project Number

_____
EEO Officer (signature)

_____
Date

PROPOSED CONTRACTS BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Types of Contracts (Business or Profession)	Total No. of Contracts	Total Approximate Dollar Amounts	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Company _____

Project Name _____

Project Number _____

EEO Officer (signature) _____

Date _____

Regular Council Agenda
April 5, 2016

Description

Order approving the execution of Lease Agreements with Baltimore Street Grill, Ristorante Ottaviani, and the Embassy Theater to allow for their use of public right-of-way for outdoor dining and entertainment 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:** ____April 05, 2016____

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

THAT, the Mayor be and is hereby authorized to execute Lease Agreements by and between the Mayor and City Council of Cumberland and Baltimore Street Grill, Ristorante Ottaviani, and Embassy Theater Corporation, to allow for the use of areas of public right-of-way adjacent to each establishment for outside café dining or entertainment purposes; and

BE IT FURTHER ORDERED, that the term of these agreements shall commence on April 1, 2016, and shall terminate on March 31, 2017, unless sooner terminated as provided for by terms of the agreements.

_____

Brian K. Grim, Mayor

THIS LEASE AGREEMENT ("Lease") is made and executed this 22 day of March, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **BALTIMORE STREET GRILL** ("Leessee").

WHEREAS, Lessee operates a restaurant at 82 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 20 feet and length of 29 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on April 1, 2016 and shall terminate on March 31, 2017, unless sooner terminated as provided for herein.

3. **Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee's restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar ($1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed with the Demised Premises shall be served in non-breakable containers. Glass bottles or glasses are not permitted in the area of the Demised Premises.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. Insurance. So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the City as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars ($1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of

the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:
Jeffrey Rhodes
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:
Jessica Harding & Michael Holland
Baltimore Street Grill
82 Baltimore Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **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 LEASE. 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 LEASE.**

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

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____
WITNESS

_____
LESSEE

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **RISTORANTE OTTAVIANI** ("Lessee").

WHEREAS, Lessee operates a restaurant at 25 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way as shown on the attached map **(Exhibit I)**, and hereinafter referred to as the "Demised Premises," the corners of which shall be marked by the Lessee subject to the approval of the City; except that, during the period of time in which the Centre Street parklet is closed for reconstruction purposes, the City shall hereby lease to Lessee the parcel of public right-of-way located in front of the Lessee's restaurant on Centre Street, as shown on the attached map **(Exhibit II),** and also referred to as the "Demised Premises." Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modification as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on April 1, 2016, and shall terminate on March 31, 2017, unless sooner terminated as provided for herein.

3. **Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee's restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

14. Insurance. So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the **"MAYOR AND CITY COUNCIL"** as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars ($1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of

the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:
Jeffrey Rhodes
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:
Toni Ottaviani
Ristoranti Ottaviani
25 N. Centre Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **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 LEASE. 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 LEASE.**

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

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____ _____
WITNESS LESSEE

EXHIBIT I

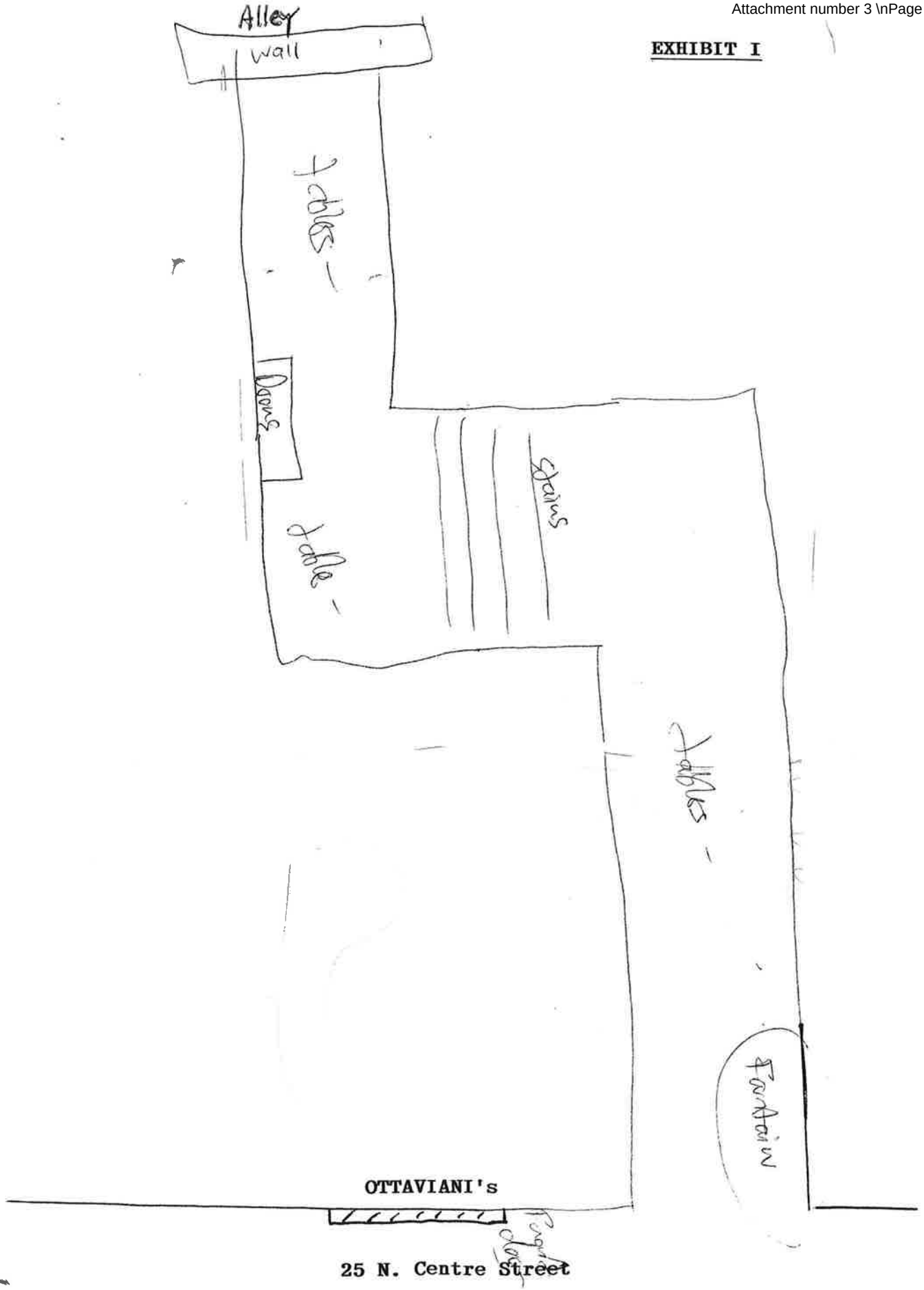
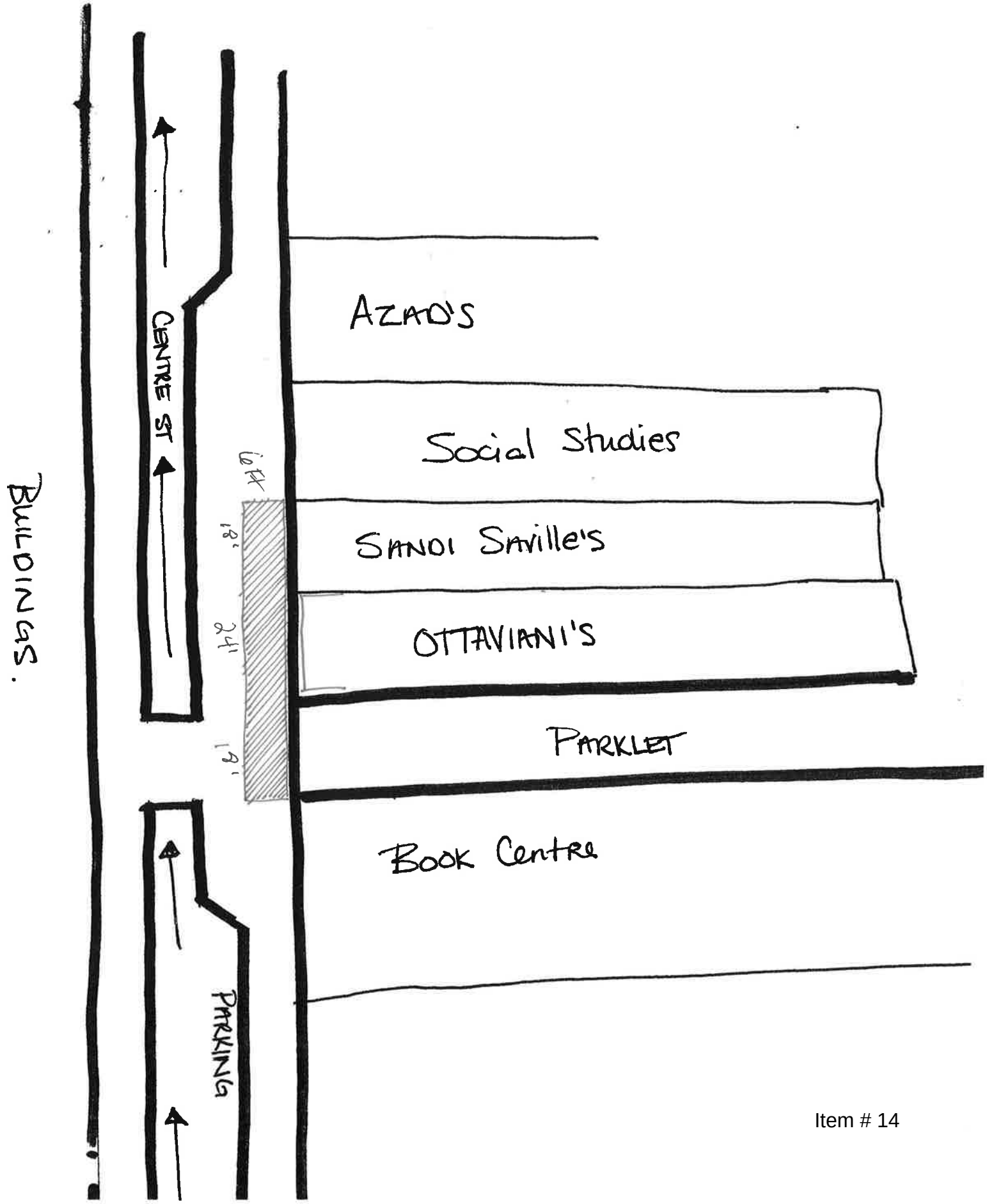

Alley
wall
tables
Doors
tables
Stairs
tables
Fountain
OTTAVIANI's
25 N. Centre Street

EXHIBIT II


BUILDINGS.
CENTRE ST
PARKING
6 FT
18'
24'
18'
AZAO'S
Social Studies
SANDI SAVILLE'S
OTTAVIANI'S
PARKLET
Book Centre

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and the **EMBASSY THEATRE CORPORATION** ("Lessee").

WHEREAS, Lessee operates a theater at 49 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the theater;

WHEREAS, Lessee wishes to expand its operation to include an outside entertainment area on a portion of the public right-of-way adjacent to its theatre; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for outside entertainment.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's theater, the area of which encompasses that portion of the right-of-way directly to a depth of 43 feet and width of 32 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the terms of this Lease.

2. **Term.** The term of this lease shall commence on April 1, 2016, and shall terminate on March 31, 2017, unless sooner terminated as provided for herein.

3. **Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide an outdoor entertainment area to Lessee's theater customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. Rent. Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar ($1.00).

6. Permits, Licenses, Fees. In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. Demarcation / Alcoholic Beverages. Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed within the Demised Premises shall be served in non-breakable containers. **Glass bottles or glasses are not permitted in the area of the Demised Premises.**

8. Furnishings. Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's theater. At all other times, said furnishings must be stored in a neat and orderly manner.

9. Rules And Regulations. The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. Assignment And Subletting. This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. Termination. Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. Right of Entry. The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. Maintenance. Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. Insurance. So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the **"Mayor and City Council of Cumberland"** as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars ($1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its theater located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:
Jeffrey Rhodes
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:
Jerard Puckett
Embassy Theatre, Co. LLC
49 Baltimore Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **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 LEASE. 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 LEASE.**

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

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

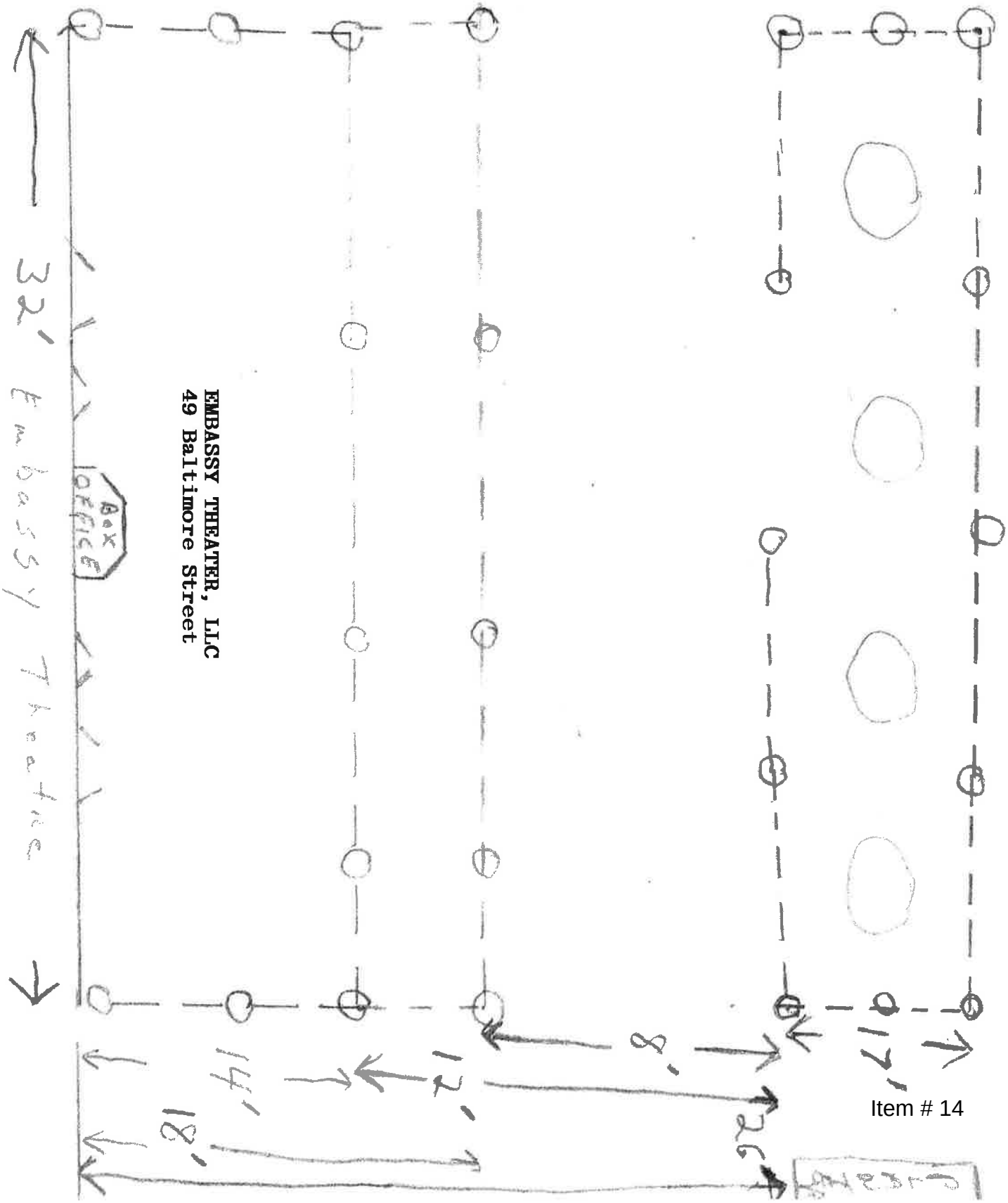
ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____
WITNESS

_____
LESSEE

EXHIBIT I



EMBASSY THEATER, LLC
49 Baltimore Street

Item # 14

Regular Council Agenda
April 5, 2016

Description
Order declaring certain WiFi equipment to be surplus property and authorized 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: __April 5, 2016__**

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 Wi-Fi equipment which 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 attached list of Wi-Fi equipment is hereby declared to be surplus property and authorized for sale or trade-in.

_____

Brian K. Grim, Mayor

Cumberland Wi-Fi Asset List

Address	IP	Latitude	Longitude	SU	Trendr	Bldg/Pole	Wavion S/N	Alv S/N
1 James Day Drive	186	39.65338	-78.7539	X	X	Building	0720P00003677	N/A
232 Virginia Ave	209 (194 SU)	39.63547	-78.7629	X	X	Building	0720P00003689	N/A
3 Pershing Street	154	39.65034	-78.7624	X		Building	0634P00000622	N/A
Allegany High	156	39.65609	-78.7752	X	X	Building	0634P00000705	N/A
BOE	150	39.65086	-78.768			Building	0634000000659	N/A
BOE Maint	158	39.65399	-78.7652		X	Building	0634P00000616	N/A
Brown Ave Water Tank	183	39.64025	-78.7889	X	X	Building	0636P00001647	6822519
City Service Center	184	39.63213	-78.7693		X	Building	0636P00001636	N/A
CONXX	155	39.65705	-78.7688		X	Building	0634p00000679	N/A
Fort Hill High School	173	39.644496	-78.7472			Building	0634P00000691	N/A
Fredrick St. Water Tower	190	39.66907	-78.7456		X	Building	0720P00003668	N/A
Greenway Ave Stadium	172	39.6423	-78.7489			Building	0634P00000645	N/A
Haystack South	223	39.63009	-78.8206			Building	0720P00003684	N/A
John Humbird Elementary	210	39.62544	-78.7653		X	Building	0720P00003707	N/A
Public Safety 1	151	39.65277	-78.7637			Building	0634000000660	N/A
Public Safety 2	152	39.65318	-78.7635			Building	0634P00000685	N/A
Red Cross Cumberland St.	193	39.6535	-78.77163		X	Building	0720P00003690	N/A
South Penn Elementary	176	39.63573	-78.7568		X	Building	0634P00000712	N/A
Valley St. Northeast School Relay Tower	166	39.67508	-78.7558	X	X	BOE	0634P00000653	N/A
Washington Middle School	181	39.63868	-78.7458		X	Building	0634P00000674	N/A
Westside School #1	177	39.650087	-78.772874			Building	0634P00000696	N/A
Westside School #2	235	39.649635	-78.772548			Building	0624P00000017	N/A
Queen City Tower	199	39.649376	-78.769912	X		Building	0720P00003664	N/A
Booth Tower	198	39.632965	-78.753077	X	X	Building	0720P00003685	?
Old Cumberland Brewery	160	39.659111	-78.773288	X	X	Building	0634p00000707	?
White Oaks Shopping Center	202	39.630365	-78.744257	X	X	Building	0720P00003687	?
Cumberland Country Club	205	39.660722	-78.728988	X		Building	0634P00000661	?
Somerset Steel	201	39.627821	-78.770478	X	X	Building	0720P00003681	?
1001 Shades Lane	163	39.66258	-78.7478			C996	0634p00000688	N/A
113 Baltimore Ave	200	39.65165	-78.7607	X		Building	0720P00003669	N/A
1511 Virginia	179	39.62408	-78.7705			C6390	0720P00003678	N/A
301 Massachussets Ave	212	39.63157	-78.748	X		C1214	0634p00002192	6822615

Item # 15

325 Pennsylvania Ave	218	39.63384	-78.7595	X		C575	0720p00003671	6822154
418 Woodside	189	39.6492	-78.7539			C103	0720P00003692	N/A
420 Oldtown Road	185	39.6388	-78.7575	X		C643	0634P00000642	6822634
513 Welch St.	227	39.66883	-78.7508	X		C2276	0720p00003711	6822565
516 Coby Drive	228	39.65368	-78.7943	X		C16088	0634p00001488	6822849
517 Conrad Ave.	161	39.66416	-78.7545			C2260	0634p00000658	N/A
535 Yale St.	229	39.65857	-78.7525	X		C1097	0634p00000643	6822452
5434 Fort Ave	238	39.6536	-78.746	X		C738	0720p00003717	6822426
544 Rose Hill	222	39.6498	-78.7768			C2481	0720p00003694	N/A
607 Hicks	165	39.6426	-78.7427	X		C15799	0634p00000638	6822777
607 Washington	215	39.65221	-78.7769	X		C2532	0634p00000690	6822211
620 Montgomery Ave	230	39.64265	-78.7545	X		C180	0624p00000033	N/A
631 Lincon St	162	39.6603	-78.7578	X		C1391	0634p00000680	6822839
655 Parkview Ave.	237	39.64724	-78.7446			C7791	0720p00003721	N/A
716 Shiver Ave Rear	236	39.66138	-78.773	X		C28617	0720p00003715	6822212
734 Golden Ave	220	39.65829	-78.744			C18252	0720p00003696	N/A
827 Gebhardt	234	39.64762	-78.7847			C2994	0720p00003693	N/A
85 Auburn Ave rear	232	39.64659	-78.7517	X		C10077	0720p00003710	6821903
Baltimore St. Underpass	159	39.65202	-78.7589	X	X	City	0634P00000695	N/A
Blackston and Oldtown	217	39.63798	-78.7504	X		PE1048	0720p00003700	6822110
Bopp St.	231	39.6728	-78.7477	X		C12769	0624p00000034	6822543
Braddock & Fayette	219	39.64937	78.78421			C2595	0720p00003716	N/A
Braddock and Seton Dr	214	39.64341	-78.7989	X		C10993	0634p00001481	6822335
Braddock Middle	157	39.66599	-78.7708		X	Building	0634P00000710	N/A
Camden Drive	167	39.64908	-78.7904	X		C8955	0634p00000667	C2411
Eastern Ave	239	39.65339	-78.7496	X		C723	0720p00003708	6822633
Fairmont & Richie	211	39.6475	-7877944	X		C3069	0720p00003702	6822809
Fairview St.	233	39.661	-78.7679	X		C1548	0720p00003682	N/A
High Lane	225	39.65378	-78.7831	X		C17484	0720p00003718	N/A
Lake & Ridgedale	216	39.64074	-78.7523	X		C2411	0720p00003706	6822407
MD Ave & VA Ave	206	39.63972	-78.7616	X		City	0636P00001642	N/A
Sperry & Edison	226	39.64306	-78.7853	X		C15672	0720p00003699	6822116
Willowbrook & I68	187	39.65641	-78.7476	X		?	0720P00003679	?
Wineow St. SCADA site	224	39.64353	-78.7627	X		City	0720p00003719	6822840

Frederick Street Bridge	204	39.65631	-78.760548	X		City	0634P00000678	7592331
Constitution Park FAA Tower	164	39.648215	-78.747416	X		City	0634p00000668	?
Braddock Scada (moved from 1070 Braddock	221	39.641823	-78.805305	X	X	City	0720P00003701	6822439

Regular Council Agenda
April 5, 2016

Description

Order authorizing the following appointments: Human Relations Commission- Donna Struntz (4/5/16 - 3/31/18), Heidi Marie Gardner (4/5/16 - 3/31/18), Dr. Joy Reckley-Murphy (4/5/16 - 3/31/19); Parks and Recreation Board - Hayden Ort-Ulm (4/5/16 - 10/12/19); Shade Tree Commission - J. Christine Bridges (4/5/16 - 8/2/18); Zoning Board of Appeals - Thomas Farrell (4/5/16 - 1/15/19)

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:** __April 05, 2016 _

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

THAT, the following appointments be and are hereby approved:

Board/Commission	Member	Seat	Term
Human Relations Commission	Donna Struntz	1	4/5/16 – 3/31/18
	Heidi Marie Gardner	3	4/5/16 – 3/31/18
	Dr. Joy Reckley-Murphy	6	4/5/16 – 3/31/19
Parks & Recreation Board	Hayden Ort-Ulm	8	4/5/16 – 10/12/19
Shade Tree Commission	J. Christine Bridges	1	4/5/16 – 8/2/18
Zoning Board of Appeals	Thomas Farrell	3	4/5/16 – 1/15/19

_____

Mayor Brian K. Grim