



**MAYOR**

Brian K. Grim

**CITY ADMINISTRATOR**

Jeff Rhodes

**CITY SOLICITOR**

Michael Scott Cohen

**COUNCIL**

Nicole Alt-Myers

Seth D. Bernard

David Caporale

David Kauffman

**CITY CLERK**

Marjorie A. Woodring

## **AGENDA**

**Mayor and City Council of Cumberland  
City Hall Council Chambers  
Room 212  
12:00 A.M.**

DATE 8/18/2015

**\*Pledge of Allegiance**

**I. ROLL CALL**

**II. PROCLAMATIONS**

(A) Proclamation declaring September, 2015 to be "Pain Awareness Month"

**III. CERTIFICATES, AWARDS AND PRESENTATIONS**

(A) Presentation of the 2015 Sue Cerutti Historic Preservation Award to Karen Sword and Michael Clark for their work at 208 Washington Street

**IV. DIRECTOR'S REPORT**

(A) Police

1. Police Department monthly report for July, 2015

(B) Public Works

1. Utilities Division & Central Services Monthly Report for July, 2015

2. Maintenance Division monthly report for July, 2015

3. Engineering Division monthly report for July, 2015

**V. APPROVAL OF MINUTES**

(A) Administrative / Executive

1. Approval of the Administrative Session Minutes of June 16 and June 23, 2015

## **VI. UNFINISHED BUSINESS**

### **(A) Ordinances**

1. Ordinance (*2nd and 3rd readings*) - authorizing execution of a deed to convey property at 7-9 Arch Street to the Allegany County Human Resources Development Commission (HRDC), Inc.
2. Ordinance (*2nd and 3rd readings*) - authorizing the execution of a Contract of Sale and Deed to convey surplus property at 506-508 Maryland Avenue to Howder, Inc. and paying Howder, Inc. \$6,000 in exchange for the property located at 414 Park St

## **VII. NEW BUSINESS**

### **(A) Orders (Consent Agenda)**

1. Order authorizing the Chief of Police to accept a GOCCP grant entitled "Overtime Support" for FY16 in the amount of \$5,000 for police overtime and fringe benefits to enforce school bus safety laws, provide educational material for students, and air public safety announcements
2. Order authorizing the City Administrator to execute Change Order No. 1 with Shaffer Construction for City Project "City Hall Sidewalk Renovations" (15-14-M) in the increased amount of \$6,000.20, with 30 working days added to the project
3. Order authorizing the execution of Change Order No. 1 to the existing contract with Shaffer Construction for the "Amtrak Station Entryway Improvements-Baltimore Street Trail Connection" project (10-14-M) in the increased amount of \$7,224.20, and adding 400 extra working days to the project
4. Order accepting the sole source proposal of IA Construction Corp. for milling and paving at various locations throughout the city for an estimated unit price of \$1,000,000; IA has agreed to honor the pricing awarded to Belt Paving, Inc. in the Maryland State Highway Administration Contract No. XY4015177
5. Order appointing Kelli Alloway as the City's representative to the Cumberland Economic Development Corporation for a one-year term, effective August 18, 2015 through August 18, 2016
6. Order declaring a 1998 Chevrolet pick-up truck (VIN No. 1GCGC34R2WE192811) to be surplus property and authorizing it for sale
7. Order accepting the proposal of Sage Policy Group to provide an "Economic Feasibility Analysis and Implementation Plan" for the City's Strategic Opportunity Sites in an amount not to exceed \$50,000
8. Order authorizing the award of Upper Story Redevelopment Forgivable Loan funds, supported by the Community Legacy Program, to projects at 114 South Centre Street and 164-166 North Centre Street, in the amount of \$25,000 per each loan
9. Order authorizing the execution of a Collective Bargaining Agreement with the UFCW Local #1994, representing members of the Cumberland Police Department, to be retroactively effective July 1, 2015 through June 30, 2018

## **VIII. PUBLIC COMMENTS**

All public comments are limited to 5 minutes per person

**IX. ADJOURNMENT**



Regular Council Agenda  
August 18, 2015

---

**Description**

Proclamation declaring September, 2015 to be "Pain Awareness Month"

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



Regular Council Agenda  
August 18, 2015

---

**Description**

Presentation of the 2015 Sue Cerutti Historic Preservation Award to Karen Sword and Michael Clark for their work at 208 Washington Street

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



Regular Council Agenda  
August 18, 2015

---

**Description**

Police Department monthly report for July, 2015

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



# **City of Cumberland Department of Police**

**Monthly Report**

**July 2015**



# City of Cumberland Department of Police

## Monthly Report

### July 2015

#### Part 1 Crimes for the Month

	2014		2015		2014		2015		2014		2015	
Aggravated Assaults	3	2	B & E (All)	24	24	Murder	0	0	Rape	0	1	
Robbery	0	7	Theft - Felony	2	8	Theft - Vehicle	1	5				

#### Selected Criminal Complaints for the Month

	2014		2015		2014		2015		2014		2015	
Theft - Misdemeanor	51	45	Theft - Petty	39	60	Domestic Assaults	27	32	CDS	43	54	
Disturbances	232	180	DOP/Vandalism	44	46	Indecent Exposure	4	2	Sex Off - Other	3	4	
Suicide	0	0	Suicide - Atmpt.	1	1	Tampering M/V	0	0	Abuse - Child	2	5	
Trespassing	19	14	Assault on Police	0	5	Assault Other	70	44				

#### Selected Miscellaneous Incidents for the Month

	2014		2015		2014		2015		2014		2015	
Alcohol Volations	10	5	Juvenile Compl.	34	27	Missing Persons	3	24	School Resource	0	0	
School Threat	0	0	Sex Off. Regist.	39	36	Truancy	0	0	Death Investigation	6	4	

#### Selected Traffic Incidents for the Month

	2014		2015		2014		2015		2014		2015	
DWI	10	6	Hit & Run	28	28	M/V Crash	69	60	Traffic Stop	391	255	

#### Selected Service Calls for the Month

	2014		2015		2014		2015		2014		2015	
Alarms	61	73	Assist Motorist	38	36	Check Well-Being	99	115	Foot Patrol	66	10	
Assist Other Agency	52	80	Bike Patrol	5	0	Special Events	13	15	Suspicious Activity	74	84	

#### Arrests Totals for the Month

	2014		2015		2014		2015		2014		2015	
M/V Citations	95	57	M/V Warnings	309	195	Adult Crim.	144	142	Juvenile Crim.	23	11	

**Total Incidents Reported :**                      **2014**      **2015**  
**2,506**      **2,064**

**Charles Hinnant - Chief of Police**

# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

JULY 2015

### SWORN PERSONNEL: 53 SWORN OFFICERS

Administration	5 officers
Squad 1A	9 officers
Squad 1B	9 officers
Squad 2A	10 officers
Squad 2B	8 officers
C3I/C3IN	7 officers
School Resource	2 officers
Academy	3 officers

### CIVILIAN EMPLOYEES: 6 full time, 6 part time

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

### LEAVE REPORT

VACATION TAKEN: 1238 HOURS  
 COMP TIME USED: 283 HOURS  
 SICK TIME USED: 280 HOURS

YEAR TO DATE (beginning 7/1/15): 1238 HOURS  
 YEAR TO DATE (beginning 7/1/15): 283 HOURS  
 YEAR TO DATE (beginning 7/1/15): 280 HOURS

### OVERTIME REPORT

OVERTIME WORKED: 488 HOURS  
 HOSPITAL SECURITY: 120  
 COURT TIME WORKED: 80 HOURS

YEAR TO DATE (beginning 7/1/15): 488 HOURS  
 YEAR TO DATE (beginning 7/1/15): 120 HOURS  
 YEAR TO DATE (beginning 7/1/15): 80 HOURS

### TRAINING REPORT

18 OFFICERS TRAINED FOR 364 HOURS

YEAR TO DATE (beginning 7/1/15) 364 HOURS

**CPD ACTIVITY  
OUTSIDE CPD JURISDICTION  
JULY 2015**

On 7/22/15 CPD patrol and canine units assisted the Allegany County Sheriff's Office with a burglary of an ice cream trailer on Bedford road. Witnesses reportedly observed the suspects run into the woods near the crime scene and CPD units assisted with the search for the suspects, which was unsuccessful.

# ***CUMBERLAND POLICE DEPARTMENT***

## Warrant Fugitive Initiative

July 2015 totals for warrant initiative, broken down by agency:

CPD	1 arrest	1 warrant served
ACSO	1 arrest	1 warrant served
MSP	0 arrests	0 warrants served
FPD	0 arrests	0 warrants served
C3I	4 arrests	4 warrants served
C3IN	1 arrest	1 warrant served
OTHER	0 arrests	0 warrants served
<b>TOTALS</b>	<b>7 arrests</b>	<b>9 warrants served</b>

Of these, Detective David Broadwater arrested 7 people and served 7 warrants.

He opened 1 "Fugitive" investigation, 1 Assist Other Agency investigation, and made arrests in 6 existing cases, for a total of 8 cases generated for the month.

### **SIGNIFICANT CASES:**

1.) During July Detective Broadwater initiated a Fugitive investigation into a suspect who was wanted on three outstanding warrants (Theft, Breaking and Entering, and Possession of Crack Cocaine) and was actively avoiding arrest. On 07/30/2015 Detective Broadwater received information that the suspect was staying at a relative's residence. Detective Broadwater responded to that location. When he approached the front door, the suspect ran out the back. After a short foot chase, with the assistance of CPD Officers, the suspect was taken into custody.



Regular Council Agenda  
August 18, 2015

---

**Description**

Utilities Division & Central Services Monthly Report for July, 2015

**Approval, Acceptance / Recommendation**

Budgeted

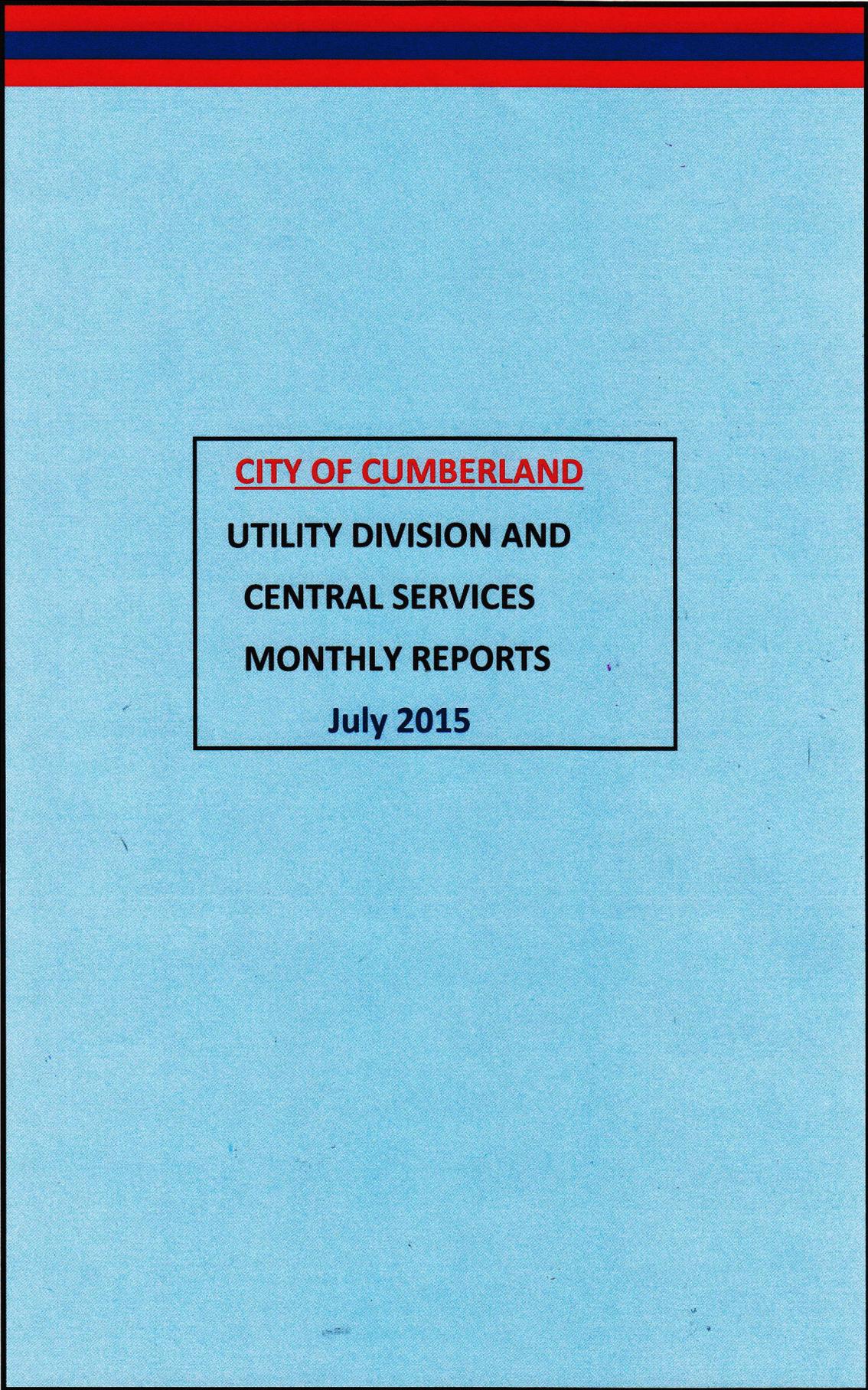
1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



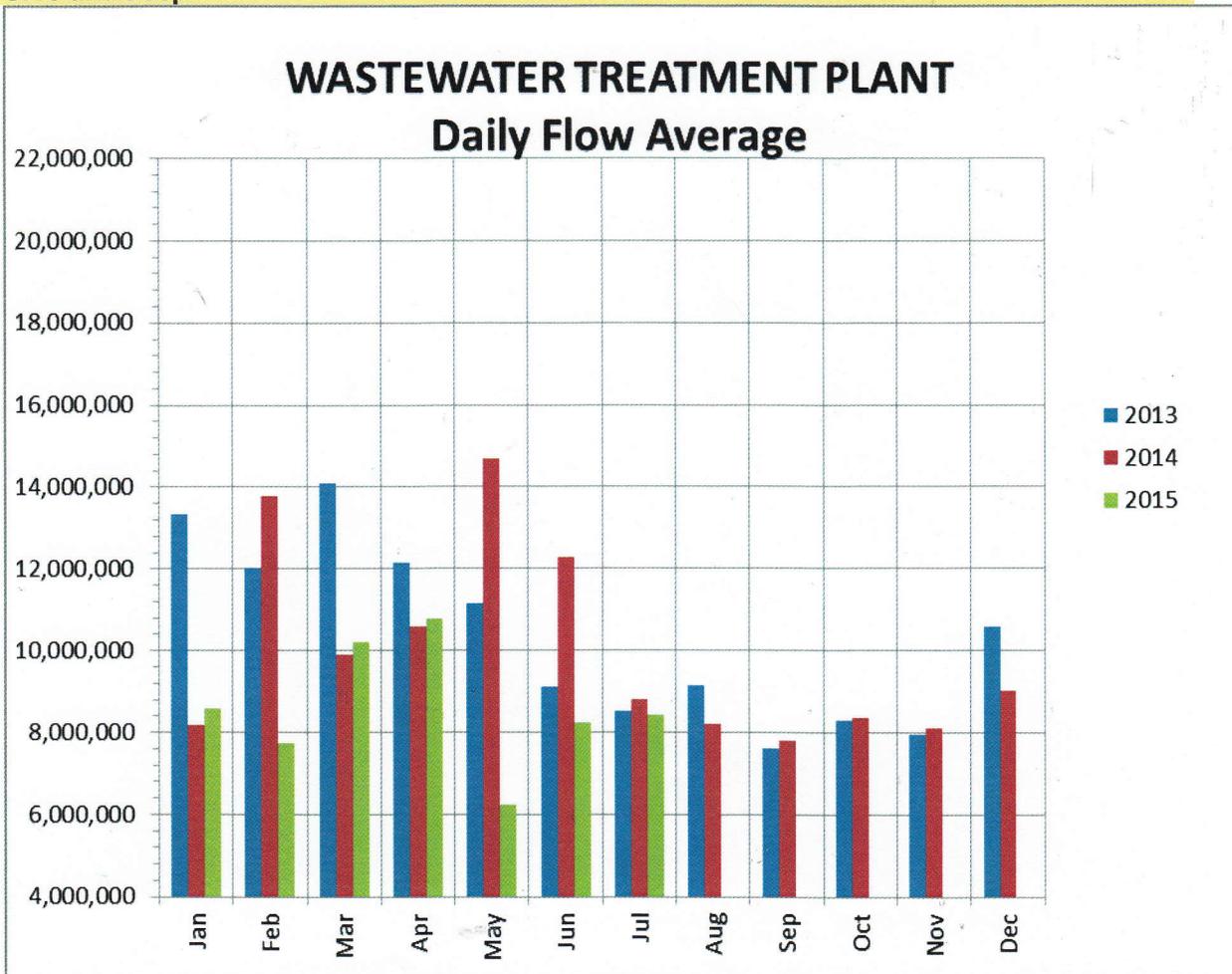
## Wastewater Treatment Plant – July 2015

**OPERATIONS:**

Treated 261,454,000 gallons @ an average of 8.434 million gallons. Removed 233,670 pounds of total suspended solids; 196,130 pounds of BOD; 36,615 pounds of total nitrogen; and 4,587 pounds of total phosphorous. Processed 704,740 gallons of sludge producing 83.27 Dry Tons of Class A bio solids. 57 work orders were completed. Yearly sampling and inspection of the CSX Railroad Facility was completed on July 29. The WWTP Lab passed it's yearly Discharge Monitoring Report-Quality Assurance 35 Testing. The 30% Design (Sludge Screen Structure) meeting with Whitman, Requardt & Associates was held on July 30. Safety Meeting held on July 31. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.

**MAINTENANCE:**

Flushed out Influent Chamber. Cleaned Bar Screens. Detritor Incline Rake #1 repaired and back in service. Repaired catwalk at Detritor. Rebuilt Raw Sludge Pump #1/2. Repaired broken flushing water line in front of Primary Clarifier #2. Replaced dissolved oxygen probe on Reactor #2. Painted wall, trim, and control panel in Operations Bldg. Pulled mixer on Reactor #2. Repaired spray water lines on Reactors. Replaced mixer hoist on Reactor #2. Painted return activated sludge pumps. Cleaned Gravity Belt thickened waste activated hopper level detector. Took Denite Filter #1 out of service- air line leaking. Replaced seal on Denite Lift Pump #3. Tore down Denite Lift Pump #2. Tested chlorine and sulfur dioxide auto shut offs. Installed chlorine actuator. Cleaned final effluent weir. Cut grass, weeded at Plant, Evitts Creek P.S. and Braddock Road P.S. Repaired fuel line on blue tractor. Repaired sump pump at Evitts Creek P.S. Changed oil on gator #2 and replaced starters on both Gators. Performed scheduled maintenance on GMC and Jeep.



## Sewer & Flood Monthly Report - July 2015

### Sewer

1,500	Ft. Sewer Mains flushed
2	Storm Sewers Repaired (Johnson St. under bridge, 701 Furnace St. - Animal Shelter)
9	Catch basins cleaned
4	Catch basin repaired (2 @ 533 Haddon Ave and 2 @ Piedmont/Forest Lane)
1	Sewer tap installed (215 Paca St.)
	(Installed new under drain at 533 Haddon Avenue)
252	Ft. of Sewer mains televised
130	Ft. of Sewer lines televised
5	Overflows checked

Assisted Water Department at three (3) work sites

Hydo excavating

### Flood

Test run station pumps

Checked C.S.O. pump stations

Cleaned/repared manual and poppet valves at Mill Race & Viaduct Pump Stations

Worked on sewer on sink hole at Moose levee

Mowed 30 acres

Bushcut parklet behind west levee wall, cut trees and parklets, sprayed weeds

and brush cut along flood wall by Western MD Station.



## Central Services – July 2015

- **City Hall:** Moved file cabinets from Finance Department; pulled CAT5 cables from MIS to the Council Chambers, checked air conditioning system; worked on installing chiller lines in basement; checked ceiling basement for wet tiles. Assisted Kone Company with elevator repair; finished insulating chiller line in basement that was leaking.
- **Municipal Service Center:** Picked up heat pump for Bob Rider's office; put sprinkler heads on generator room.
- **Public Safety Building:** Repaired card readers; pulled telephone cable for Fire Alarm System; dry-walled above AT&T entrance; checked air conditioning system; shut off sprinkler lines and installed shut-offs for old Att. Room; repaired old chiller (put pressure in unit to check for leak); started LED project at Public Safety building. Repaired sink in women's restroom.
  - **Police:** Repaired sink in second floor men's restroom; checked door and ordered a new closer and installed it at the Police entrance door; installed cameras at Fort Cumberland Police area.
  - **Fire:** Repaired air conditioning system.
- **Parks/Recreation:** Installed new contactor in pool pump at Constitution Park.
- **George Street Garage:** Installed LED's in elevator; repaired lights.
- **Evitts Creek Pump Station:** Pulled wire for sump pump.
- **Northend Pump station:** Met with Atlantic Broadband for internet service installation. (Installed mast and pulled in the internet cable)
- **Mill Race Pump Station:** Reset Combined Sewer Overflows.
- **Viaduct Pump Station:** Wired actuator for lift gate.

- **Ridgedale Ave. Pump Station**: Repaired exhaust fan.
- **Senaca Pump Station**: Pulled internet.
- **Water Filtration Plant**: Made controller for clear well pump, worked on Sodium Hypochlorite Storage system.
- **Wastewater Treatment Plant**: Repaired cooling fan for blower motors; installed receptacles in break room of Operations building; installed UPS in two offices' in Operation's building; repaired Primary Clarifier #3 turn table and wired a temporary push button to position turn table; replaced exhaust fan motor in Dewatering building electric room; installed 400 AMP breaker and replaced SCR's in VFD for blower #2; pulled new feeder cable to blower motor #1.
- **Traffic and Street Lights**: Reset traffic lights at Mechanic/Baltimore Sts.; changed bulb in amber light at Mechanic/Market Sts.
- **HRDC**: Checked water leak.
- Load-tested generators.
- Safety Meeting July 9, 2015



Regular Council Agenda  
August 18, 2015

---

**Description**

Maintenance Division monthly report for July, 2015

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

# **MAINTENANCE DIVISION REPORT**

**July 2015**

**Street Maintenance Report**

**Parks & Recreation Maintenance Report**

**Fleet Maintenance Report**

**PUBLIC WORKS/MAINTENANCE  
STREET BRANCH  
MONTHLY REPORT  
JULY 2015**

- **POTHoles AND COMPLAINTS**
  - Potholed 25 Streets and 6 Alleys using approximately 55 ton of HMA.
  
- **UTILITY HOLE REPAIR**
  - 31 Water Utility Hole Repairs & 1 Sewer Utility Hole Repair using approximately 4 CY of Concrete and 52 tons of HMA.
  
- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS**
  - Installed/Repaired 2 Traffic Control Signs.
  - Installed/Repaired 7 Street Name Signs.
  - Installed 4 HC Signs.
  
- **SWEEPER**
  - Swept 330 curb miles (approx. 100 cubic yards of debris).
  - Hauled 36 tons of debris from sweeper dumps to landfill.
  
- **MISCELLANEOUS**
  - Completed 31 Service Request.
  - Cleaned Baltimore Street Underpass 4 times.
  - Performed Brush Work 4 days.
  - Guardrail repair and replacement
  - Installed 4 Concrete Bollards for CFD on Park St

<b>STREET MAINTENANCE - JULY 2015</b>		7/1-7/4	7/5-7/11	7/12-7/18	7/19-7/25	7/26-7/31	TOTAL
SERVICE REQUEST COMPLETED		3	6	7	3	12	31
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY					3	3
UTILITY HOLES REPAIRED	WATER	3	9	8	8	3	31
	SEWER		1				1
	CY	1.00	1.75		1.50		4
	TONS	1.5	15.0	23.5	5.0	7.0	52
POTHoles FILLED	STREETS	2	6		7	10	25
	ALLEYS		3	1		2	6
	DAYS						0
	Cold Mix						0
	TONS	5.5	8.5	1.0	21.0	19.0	55
PERMANENT PATCH	CY						0
	TONS				4	3	7
COMPLAINTS COMPLETED		1		1		1	3
	CY						0
	TONS	2		1		3	6
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED				1	1		2
STREET NAME SIGNS REPAIRED/INSTALLED					7		7
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
				4			4
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED			5			5
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	3	7	6	3	7	25
	MILES	35	89	78	43	85	330
SWEEPER DUMPS HAULED TO LANDFILL	TONS				36.0		36
SALT BARRELS - Set out/Re-Fill	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS			1	1	1	1	4
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days		1	1		2	4
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads						0

7/13/15 Cleaning up and hauling items to landfill from eviction @ 116 Allegany Street as per CPD

7/20 & 7/21 Guardrail repair

7/28-7/29 Post removal in Greene St MPA Lot 3 ton

7/29 Excavate and set bollards under I68 off Park St for Fire Dept.

7/31 Pour 3 cy of concrete for bollards

Item # 5

**PUBLIC WORKS/MAINTENANCE  
PARKS & RECREATION  
MONTHLY REPORT  
JULY 2015**

- Constitution Park
  - Cut grass 7 days.
  
- Mason Complex
  - Cut grass 6 days.
  
- Field Work
  - Continued to Line and Drag 6 Softball Fields and 2 Baseball Fields
    - Installed batter box mats @ Nonnennmann on 5/20/15
  - Line Soccer Fields 4 times.
  - Began installing Football Fields
  
- Miscellaneous Work
  - Garbage and Bathrooms are cleaned 3 times a week.
  - Cut grass weekly at other 25 areas.





## Fleet Maintenance

July 2015

<b>Total Fleet Maintenance Projects</b>	<b>147</b>
Street Maintenance	39
Snow Removal	0
DDC	1
CPD	16
Water Distribution	22
P & R Maintenance	10
CFD	12
Sewer	5
Code Enforcement	1
Flood	5
PIP	0
WWTP	0
Engineering	5
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	1
Public Works	1
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	17
Field Service Calls	12
<b>Total Work Orders Submitted</b>	<b>31</b>
<b>Risk Management Claims</b>	<b>0</b>
<b>Fork Lift Inspections</b>	<b>0</b>



Regular Council Agenda  
August 18, 2015

---

**Description**

Engineering Division monthly report for July, 2015

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

## City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects						July 31, 2015	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2009	15-09-M	Amtrak Station Streetscape Improvements	Replacement of all sidewalk, surface drain, and light fixtures on Queen City Pavement from Baltimore St to Union St, ADA ramps at the intersections Baltimore St with Queen City Dr, George St, and Mechanic St.	Design	<p>This project has been split into multiple projects in order to complete the project within the time allotments of the various funding sources. These projects are as follows:</p> <p>15-09-M will be the portion of project along the railroad tracks, and will be completed if and when funding allows.</p> <p>10-14- M Baltimore Street Trail Connection, see project listed below.</p> <p>11-15-M Baltimore Street Rail Connection, see project listed below.</p> <p>12-14-M Canal Street Rehabilitation Improvements, see project listed below.</p>	JRD	11/5/2014
2009	12-09-T	Circulation, TAC Signing and Traffic Signal Studies	Three traffic related planning studies	Study	<b>No Change</b> - Allegany County Tourism has take the lead role in this project. A meeting to review this project has been scheduled for August 14, 2014 and another meeting will be schedule to review it at a Mayor and City Council Meeting in September.	JDF	8/4/2014
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Design	Specs revised to separate the basketball court work, since MDE won't fund that. This project is now eligible for BRP Funding in FY'2017. We are in communication with MDE about funding, and hopeful that it will be funded in FY'17.	JDF	8/13/2015
2011	24-11-W	Water Line Extension From MD 144 to Ali Ghan Shrine Club	Add water line supply as part of a proposed Love's Country Store Development.		<b>UPDATE</b> - The second phase of the water line installation is in the process of being done as part of the construction of Love's. The line is about complete and has been pressure tested. Not yet 100% complete, but close to that. The entire project has been funded by Love's, but is a public (City) water line.	JDF	8/13/2015
2011	25-11-SWM	25-11-SWM Love's Country Store and Travel Stop	SWM review for a proposed development	Construction	Waterline leak-tested.	PJD	8/10/2015
2011	26-11-SWM	Chessie FCU-IB & Messick Road	SWM review for a proposed new branch office	Design	<b>No change</b> - SWM Plan approved (but still waiting on signed O & M Agreement). Design drawings for sanitary line, to ECPS, from the Owner's agent received. Bidding documents to be prepared.	PJD	8/10/2015
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction	<b>UPDATE</b> - A final inspection is scheduled for Aug 3rd. Project closeout with the SHA will start in the near future.	JRD	7/31/2015

## City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects						July 31, 2015	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Design	Center Street paving was included in CDBG funding package. The current plan is to mill and pave Centre Street and Valley Street using the SHA Mill and Overlay Contract, then to install pavement markings and signs along with the Frederick Street / Bedford Street Bike Improvement Project. We have not yet been able to get a commitment from Belt Paving to schedule the work, however they have agreed to meet all CDBG Requirements. CDBG Funding and NEPA review has to be completed. This project should take place in August or September.	JDF	6/30/2015
2012	12-12-SWM	Canal-River-Tunnel Park	Proposed campground near Elizabeth Street	Construction	<b>NO CHANGE</b> - Meeting held 1/28/14. Response to the owner to be developed.	PJD	1/5/2015
2012	13-12-T	MD 51 at Virginia Ave. Intersection Study (2012)	SHA traffic study of the signal and intersection	Study	The design is in progress and plans for review have been provided to the City. This study is 100% complete and will be removed from future reports. Progress will be reported under Project 10-13-M.	JDF	6/3/2015
2012	15-12-BR	Washington Street Bridge - Emergency Lane Closing and Inspection	Work with CSX to get the bridge inspected and then repaired or replaced as soon as possible.	Inspection	See Project No. 21-13-BR West Side Planning Study related to CSX Bridges. There has been no change to the status of the Washington Street Bridge, however the condition of each of the three CSX Bridges is very poor.	JDF	4/3/2014
2012	19-12-M	Demolition of Memorial Hospital	Demolish the site and restore to grade contours, except for portions of structures that are going to be turned over to other entities for their use.	Construction	Contract is substantially complete. Seeding is about 85% complete. Concrete work needed to be complete includes two entrances. Once finished, final grading and hydroseeding will be completed.	PJD	8/10/2015
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	<b>NO CHANGE</b> - Specifications 90% complete. Awaiting response from USACE re one other item, the extension of short lengths of the floodwall. Drafting of the items currently in scope is underway.	PJD	8/10/2015
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	<b>NO CHANGE</b> -SWM submittal comments reviewed with Owner's Agent 4/1/15, awaiting response.	PJD	6/30/2015
2013	5-13-WFP	Sodium Hypochlorite Conversion	Investigate feasibility of converting from usage of chlorine gas to sodium hypochlorite.	Construction	Work is underway. Trenchwork for the new feed lines and control lines is 40% complete. Garage floor cuts for utilities have been made and re-concreted.	PJD	8/10/2015
2013	6-13-RE	Cumberland Skate Park		Study	The Skate Plaza will be located in Constitution Park. This project is now with the Cumberland Recreation Board. Engineering will manage the design contract if it is funded and we are requested to do so.	JDF	6/3/2015
2013	10-13-M	MD 51 Intersection Modeling	This is the second part of a traffic study for the Rte. 51 / Virginia Avenue Intersection.	Study	Plans for review have been submitted. This is an SHA Project and future design information will be reported in this project.	JDF	6/3/2015

## City of Cumberland, Maryland Engineering Division - Monthly Report

Capital Projects						July 31, 2015	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Design	Contract documents have been revised as per the M&CC decision on marking Frederick Street as "Share The Road". Revised plans are have been submitted to SHA for review.	JRD	7/31/2015
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications	RFP	<b>NO CHANGE</b> Communication with the COE continues.	PTE	7/13/2015
2013	18-13-M	Chase Street Improvements	Reconstruction of Chase Street after a water line leak and full water line replacement.	Design	The water line replacement by the Water Department is complete, and a project to reconstruct the pavement will be bid out for construction. Contract document will be prepared this summer.	JRD	4/30/2015
2013	21-13-BR	West Side Planning Study related to CSX Bridges	A planning study to determine the best alternative to handle traffic over and under CSX track in the West Side and also provide modern clearance over CSX tracks.	Planning	<b>UPDATE</b> - A Public Work Shop will take place on July 16, 2015 in City Hall.	JDF	6/30/2015
2014	04-14-WWTP	Sludge Screening Study	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to	Study	<b>UPDATE</b> - Notice to proceed for the design work was given to WRA at the end of May. Work is in progress and a preliminary design memo is expect around July 17, 2015.	JDF	6/30/2015
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Trail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from Mechanic Street to Canal Street. Also included with be the replacement /adjustment of utility frames in the street.	Construction	Work is nearing completion, and the project will be completed this summer.	JRD	7/14/2015
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Design	The contract documents are being revised, to be resubmitted to SHA for permission to bid the project.	JRD	7/14/2015
2014	10-14-M	Canal Street Rehabilitation Improvements	This project will make bicycle safety improvements to Canal Street.	Design	Design is scheduled to occur in 2015, and the construction bidding will be in conjunction with proposed improvements by Canal Place Development Authority.	JRD	4/30/2015
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	RFP	RFP meeting with design firms held August 5, 2015. Proposals due August 26, 2015.	PJD	8/10/2015

**City of Cumberland, Maryland**  
**Engineering Division - Monthly Report**

Capital Projects						July 31, 2015	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2014	17-14-M	Demolition of East Side School		Construction	Contract awarded, and Notice to Proceed notification issued.	PJD	8/10/2015
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Design	Final SWM Plan submitted, and is under review. Awaiting Operation and Maintenance agreement.	PJD	8/10/2015
2014	19-14-M	Greene Street Complete Street Plan		Planning	The Design Report from Alta Planning + Design is expected to be submitted in draft form in July. The next step in this project will be to seek funding. We believe that several West Side Project could be combined into a single funding request. More on that as the other project reports are completed.	JDF	6/30/2015
2015	6-15-SWM	Lee Street Parking Lot	New parking lot for a business located at 300 Washington Street	Construction	Construction is underway	PJD	8/10/2015
2015	13-15-SWM	Sheetz Improvement at Greene Street - SWM	Complete revamp of the facility at Greene Street	Planning	SWM Concept Plan submitted and approved.	PJD	8/10/2015
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	Allegany County has approved the project and they will manage the MDOT funds for the work. RFP's for the Study is expected to go out in July, 2015.	JDF	6/30/2015

**City of Cumberland, Maryland  
Engineering Division - Monthly Report**

Program Projects Update						July 31, 2015	
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	<p><b>UPDATE</b> Worked with the community utilizing an intern, Melanie Hunt, to provide public outreach in regards to the curbside recycling program. Hundreds of people were reached at Heritage Days festival and at Farmer's Market throughout June and July. The public's questions and responses during the outreach is valuable to the City Staff so that we may best serve the community!</p> <p>Several positive comments received to date. Some minor issues addressed/being addressed over the past month include:</p> <p>Q: Is my recycling going in to the landfill? A: No, each of the Burgmeier's Hauling vehicles are equipped with a recycling compartment or recycling totes. Garbage goes in to one section and recycling into the other. This is true also for the "dump truck" style truck used by Burgmeier's in some locations of the City.</p> <p>Q: Can the City send out reminders for recycling? A: Yes! Residents can sign up for "Notify Me" on the City's website and receive a recycling reminder every Sunday.</p> <p>Q: Why do some people use the recycling container for garbage? A: The City will be looking internally into a solution for this issue. Meetings will be scheduled with Burgmeier's Hauling to see if we can collectively plan to illuminate the use of the recycle bins as trash cans.</p>	RJK	11-Aug-15
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	<b>NO CHANGE</b>	RJK	11-Aug-15
		POTW NPDES Permit	Requirements for compliance		<b>NO CHANGE</b> The City was issued the new NPDES permit (13-DP-0567) for the WWTP effective April 1, 2015.	RJK	11-Aug-15

**City of Cumberland, Maryland**  
**Engineering Division - Monthly Report**

Program Projects Update						July 31, 2015	
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	<b>NO CHANGE</b> Engineering staff submitted the semi-annual report that was due July 10, 2015. Engineering continues to work with other Department's staff regarding future proposed connections. The City of Cumberland is limited annually to 23,000 gpd in connections (or about 92 new housing units).	RJK	12-Aug-15
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		<b>UPDATE</b> The next meeting is October 8.	RJK	13-Aug-15
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	<b>NO CHANGE</b> Pruning and removals being done with assistance from intern.	PTE	4-Aug-15
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	<b>UPDATE</b> Data collection completed by MD DNR Forest Service Technicians. Data analysis now in process.	PTE	4-Aug-15

John:

Here is my planning staff activities report contribution for the month of July 2015. If you should have any questions, please let me know. Thanks.

2013 Comprehensive Plan Implementation – Reviewed and updated status of plan implementation initiatives. Reviewed draft RFP for the Riverwalk project and provided comments.

Cumberland Bicycle Advisory Committee – Canceled the August 13 CBAC meeting due to a lack of agenda items. Responded to a UMD student survey regarding bicycle facilities.

Subdivision/Site Plan Reviews - Advised the project engineer regarding a site plan submission for the proposed Sheetz reconstruction on Greene Street. Coordinated with the Building/Zoning Officer regarding the applicant's request for status on Fairfield Inn plan review. Discussed options/procedures for a possible lot line adjustment with a Kentucky Street property owner.

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

Planning Commission Administration – Attended the July 13 Planning Commission meeting. Made final editing changes to the 2013 Comp Plan Economic Development Chapter amendment in response to Planning Commission review comments at the July 13 meeting. Prepared a public comment matrix for the proposed Economic Development Chapter Amendment. Canceled the August 10 Planning Commission meeting due to a lack of agenda items. Posted copies of the cancellation notice on the CD Bulletin Board and the city's web site.

Board of Appeals Administration – Cancelled the August 5 BOA meeting due to a lack of agenda items. Responded to variance application scheduling questions from the Loves Travel Plaza sign consultant. Scheduled a BOA meeting and public hearing for August 19. Prepared and finalized a staff report for ZA 127 – Love's Travel Plaza Sign Variance. Prepared and posted a legal ad for ZA 127.

MDP/MML Coordination – Participated in a July 10 Rural Development and Recreation Subcommittee teleconference. Participated in a July 10 Rural Growth Task Force teleconference. Finalized a letter to MDP Secretary Craig regarding statutory impediments to economic development for the Mayor's signature. Responded to an inquiry from MDP and the City of Hagerstown regarding the city's treatment of medical marijuana operations under zoning. Prepared a list of planning issues for a July 28 Western Maryland meeting with MDP Secretary David Craig. Attended the July 28 meeting in McHenry, MD. Responded to an inquiry regarding zoning standards for microbreweries/brewpubs for the Town of Sykesville. Coordinated with MDP staff regarding the statewide clearinghouse review schedule for the 2013 Comp Plan Economic Development Chapter amendment.

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

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

Economic Development – Attended the July 7 Heritage Association meeting. Finalized the 2013 Comp Plan Economic Development Chapter Amendment. Submitted the draft plan amendment to MDP to initiate the statutory statewide clearinghouse review process. Responded to an inquiry regarding building permit data for the past FY from a construction trade magazine. Prepared a Powerpoint slide show for the October 19 PC public hearing on the Economic Development Chapter Comp Plan Amendment.

General Transportation Issues/Projects – Met with the City Administrator on July 22 to review the latest draft MPO e-mail message to MDOT Technical Staff. Finalized the message for the Director of Engineering to transmit. Submitted the city’s recommended Functional Classification changes to MDOT staff for consideration. Responded to a request for comments regarding the city’s need to retain the SHA gravel access through Riverside Park.

Greene Street Complete Street Plan (19-14-M) – Finished Reviewing the consultant’s draft plan document and provided comments to the Director of Engineering.

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

Zoning Administration – Researched roof sign regulations in Maryland and other states to identify potential zoning guidelines and standards. Coordinated with the Fire Chief and Engineering staff regarding public safety issues relating to roof signs. Prepared suggested roof sign zoning standards and guidelines for the Sign Committee. Responded to an inquiry from a sign consultant regarding a proposed flag for the Salvation Army on First Street. Responded to an inquiry from an engineering consultant regarding application procedures for a proposed new commercial building on Willison Place. Responded to an inquiry from an Arch Street property owner regarding zoning requirements for a proposed home office. Responded to an inquiry from a Greene Street property owner regarding zoning provisions for upper floor accessory storage within the B-L Zone.

Western Maryland Local Government Exchange Board of Directors – Reviewed draft May 21 Teleconference meeting summary and provided editing comments. Coordinated with Nancy Nunn on status of prior participant survey.

West Side CSX Bridge Study (21-13-BR) – Attended a July 14 pre-open house meeting for the draft study. Attended the July 16 open house at the Allegany Museum regarding the draft CSX bridge study recommendations. Reviewed the draft CSX bridge study document and provided comments to the project consultant.

Miscellaneous Other Activities – Prepared and submitted to Allegany County a second quarter report on new street addresses and address ranges issued by the city. Reviewed FY15 planning goals for completion compliance. Reviewed and confirmed FY16 approved budget. Responded to an inquiry from the Allegany County Administrator to identify potential concerns regarding the proposed new bridge to Carpendale, WV. Reorganized and consolidated completed project files.



Regular Council Agenda  
August 18, 2015

---

**Description**

Approval of the Administrative Session Minutes of June 16 and June 23, 2015

**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

## Administrative Session Minutes

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

Second Floor Conference Room

Tuesday, June 16, 2015

5:00 p.m.

**PRESENT:** Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman

**NOTE:** Councilwoman Alt-Myers entered the meeting at 5:20 p.m.

**ALSO PRESENT:** Jeffrey Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Charles Hinnant, Chief of Police; Captain Gregory Leake, CPD; Marjorie Woodring, City Clerk

**NOTICE:** Notice of intent to hold an Administrative Session on June 16, 2015 at 5:00 p.m. was provided to the media via email notification and posted to the City's website on June 12, 2015.

**MOTION:** Motion to enter into closed Administrative Session to discuss personnel issues and union negotiations pursuant to the provisions of the Annotated Code of Maryland, State Government Article, § 10-508 (a) (1) and (9) was made by Councilman Kauffman, seconded by Councilman Caporale, and approved 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;
- Section 10-508 (a) (9): to conduct collective bargaining negotiations to consider matters that relate to the negotiations

**TOPICS:** Personnel issues, IAFF negotiations

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

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

**ATTEST:**

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

# Mayor and City Council of Cumberland

## Administrative Session Minutes

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

Second Floor Conference Room

Tuesday, June 23, 2015

5:00 p.m.

**PRESENT:** Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman

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

***The following entered the meeting at 7:00 p.m.:*** Police Officers/ Shop Stewards Eric Bonner, Tony Tringler, Jeremy Hedrick, J. W. Yarnall (via conference phone); UFCW Representatives Gino Renne, Doug Menapace, Josh Ardison

**NOTICE:** Notice of intent to hold an Administrative Session on June 23, 2015 at 5:00 p.m. was provided to the media via email notification and posted to the City's website on June 19, 2015.

**MOTION:** Motion to enter into closed Administrative Session to discuss union negotiations pursuant to the provisions of the Annotated Code of Maryland, State Government Article, § 10-508 (a) (9) was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

**AUTHORITY TO CLOSE SESSION:**

***Annotated Code of Maryland, State Government***

- Section 10-508 (a) (9): to conduct collective bargaining negotiations to consider matters that relate to the negotiations

**TOPICS:** UFCW negotiations

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

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

**ATTEST:**

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



Regular Council Agenda  
August 18, 2015

---

**Description**

Ordinance (*2nd and 3rd readings*) - authorizing execution of a deed to convey property at 7-9 Arch Street to the Allegany County Human Resources Development Commission (HRDC), Inc.

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 7-9 ARCH STREET IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 7-9 Arch Street, in the City of Cumberland, Allegany County, Maryland;

**WHEREAS**, the said property was declared to be surplus property under the terms of Order No. 25,850 passed by the Mayor and City Council on July 21, 2015;

**WHEREAS**, Allegany County Human Resources Development Commission, Inc. desires to acquire the property, which is presently vacant, and construct a single family or duplex dwelling on it; and

**WHEREAS**, the Mayor and City Council of Cumberland deem it to be in the interest of the City to grant the said conveyance.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit A or in a similar form, conveying the aforesaid real property and improvements thereon to Allegany County Human Resources Development Commission, Inc., subject to certain rights of reverter pertaining to the completion of the construction of a single family home or duplex on the property no later

than September 31, 2017 as contained in the aforesaid Exhibit A;

**SECTION 4:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

# **EXHIBIT A**

**THIS QUITCLAIM DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC.**, a Maryland corporation, party of the second part.

**WITNESSETH:**

That for and in consideration of the sum of Zero Dollars (\$0.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim to the party of the second part, its successors and assigns, all of the party of the first part's right, title, interest and estate in and to the following described pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

**7 Arch Street**

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

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

**IT BEING** the same property which was conveyed from Debra C. Brown to Mayor and City Council of Cumberland by deed dated October 23, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2118, Page 344.

### 9 Arch Street

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

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

**IT BEING** the same property which was conveyed from Nicholas Walters to Mayor & City Council of Cumberland by deed dated December 26, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2118, Page 340.

**TOGETHER** with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the above-described property unto the party of the second part, its successors and assigns, in fee simple.

In connection with the foregoing conveyance, the party of the first part and the party of the second part covenant and agree as follow:

1. The party of the second part shall construct either a single family home or a duplex dwelling on the above-described property. The party of the second part shall be responsible for completing the construction of the structure and obtaining an occupancy permit therefor no later than September 30, 2017.

2. The party of the second part may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and

agreements) to a third party until all of the conditions set forth in paragraph 1 are completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.

3. Should the party of the second part fail to comply with the terms and provisions of paragraph 1 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the party of the first part, revert and revest in the party of the first part, and the party of the second part shall lose and forfeit all of its rights, title and interest in and to the said property and to the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the party of the first part shall have the right of re-entry to the said property. Further, the party of the second part shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the party of the first part in the event the requirements set forth in paragraph 1 above are not satisfied. In the event the party of the first part institutes litigation to enforce the terms of this paragraph, the party of the second part shall be liable for its reasonable attorneys' fees.

4. Once the requirements set forth in paragraph 1 above have been satisfied, upon the request of the party of the second part, the party of the first part shall deliver a deed to the party of the second part which shall effect the surrender of the rights of reverter described herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and under seal and duly attested all on the day and date first above written.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

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

By: \_\_\_\_\_ (SEAL)  
Brian K. Grim, Mayor

ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC.

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Courtney Thomas, Executive Director

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and he further he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:**

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Courtney Thomas**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Executive Director of Allegany County Human Resources Development Commission, Inc., a corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath she is duly authorized by it to make this acknowledgment.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**



Regular Council Agenda  
August 18, 2015

---

**Description**

Ordinance (*2nd and 3rd readings*) - authorizing the execution of a Contract of Sale and Deed to convey surplus property at 506-508 Maryland Avenue to Howder, Inc. and paying Howder, Inc. \$6,000 in exchange for the property located at 414 Park St

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A CONTRACT OF SALE AND DEED FOR THE PURPOSE OF CONVEYING TO HOWDER, INC. CERTAIN SURPLUS PROPERTY LOCATED AT 506-508 MARYLAND AVENUE IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND AND PAYING HOWDER, INC. THE SUM OF \$6,000.00 IN EXCHANGE FOR ITS CONVEYANCE OF THE PROPERTY LOCATED AT 414 PARK STREET, CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO THE CITY."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 506-508 Maryland Avenue, in the City of Cumberland, Allegany County, Maryland;

**WHEREAS**, the said property was declared to be surplus property under the terms of Order No. 25,853 passed by the Mayor and City Council on July 21, 2015;

**WHEREAS**, the City desires to purchase 414 Park Street, Cumberland, Maryland from Howder, Inc. in exchange for the aforesaid Maryland Avenue property and the sum of \$6,000.00, said offer being set forth in under the terms of a Contract of Sale attached hereto as Exhibit A; and

**WHEREAS**, the Mayor and City Council of Cumberland deem it to be in the interest of the City to enter into said Contract of Sale and grant the said conveyance.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Contract of Sale attached hereto as Exhibit A for the purpose of conveying the real property and the improvements thereon located at

506-508 Maryland Avenue, Cumberland, Maryland to Howder, Inc. in exchange for Howder, Inc.'s conveyance of the real property and the improvements thereon located at 414 Park Street, Cumberland, Maryland to the City and the City's payment of \$6,000.00 to Howder, Inc.;

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed effecting the conveyance of the real property and improvements thereon located at 506-508 Maryland Avenue, Cumberland, Maryland to Howder, Inc. in accordance with the terms of the aforesaid Contract of Sale;

**SECTION 3:** AND BE IT FURTHER ORDAINED, that the City shall accept the deed for 414 Park Street, Cumberland, Maryland, provided settlement contingencies are met and, upon completion of settlement and recordation of the deed, settlement contingencies shall be deemed to have been met;

**SECTION 4:** AND BE IT FURTHER ORDAINED, that the City Solicitor and City Administrator are jointly and severally authorized to execute a HUD-1 or similar closing statement and such other documents as may be required or expedient for the purpose of facilitating and completing the closing for the sale/exchange of the properties referenced herein in accordance with the terms of the Contract of Sale attached hereto as Exhibit A and they are further authorized to deliver the deed for 506-508 Maryland Avenue, Cumberland, Maryland to Howder, Inc. at the said closing; and

**SECTION 5:** AND BE IT FURTHER ORDAINED, that should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreements for said purpose, provided the date of the

closing is not extended more than sixty (60) days from the originally scheduled closing date.

**SECTION 6:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

## CONTRACT OF SALE

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

1. **Property Description.** Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the following tracts or parcels of land, together with the improvements thereon which are owned by Seller and are hereinafter referred to collectively as the "Property":

A. 414 Park Street, Cumberland, MD 21502, Allegany County Land Records Book 1308, Page 64, Tax Account No. 22-009923.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Six Thousand Dollars (\$6,000.00), which Purchase Price includes the real property and improvements described in Section 1 above. In addition to the payment of the Purchase Price, Buyer shall transfer an unimproved parcel of land it owns located at 506-508 Maryland Avenue, Cumberland, MD 21502 (Allegany County Land Records Deed Liber 695, folio 735) (the "Unimproved Parcel") to Seller in consideration of Seller's transfer of the Property to Buyer.

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

4. **Estate.** The Property and Unimproved Parcel are being conveyed in fee simple.

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

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

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

C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours of settlement in order to confirm that the Property will be delivered to Seller in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency, but such waiver must be effected in a writing submitted to Seller by Buyer's Mayor, City Solicitor or City Administrator. Therefore, it shall be incumbent upon Seller to make arrangements for this walk-through or to procure the written waiver in advance of settlement.

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

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

8. **Possession.** Seller agrees to give Buyer possession and occupancy of the Property at the time of settlement. Seller will deliver the Property in substantially the same physical condition as of the date of his/her/its execution of this Contract but free of Seller's personal property and all junk, trash and debris.

Buyer agrees to give Seller possession and occupancy of the Unimproved Parcel at the time of settlement. Buyer will deliver the Unimproved Parcel in substantially the same physical condition as of the date of his/her/its execution of this Contract but free of Buyer's personal property and all junk, trash and debris.

9. **Adjustments.** As to the Property, all general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer.

As to the Unimproved Parcel, all general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Seller.

10. **Deed and Title.**

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

Seller shall provide Buyer with a draft of the deed in advance of settlement for its review and approval. Should Seller desire that Buyer draft the deed, Seller should notify the City Solicitor accordingly.

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

Buyer shall provide Seller with a draft of the deed in advance of settlement for its review and approval.

Buyer's City Solicitor shall not conduct a title search for the Unimproved Parcel for the benefit of Seller unless Seller makes separate arrangements with him for the performance of that service.

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

**12. Seller's Deliverables.**

**12.1. Upon Contract Execution.** Upon the execution of the Contract, Seller shall deliver copies of its Articles of Incorporation, Bylaws, any amendments to those documents, and any resolutions it may have passed pertaining to the execution of this Contract and the conduct of the transactions contemplated by its terms.

**11.2. At Settlement.** In addition to the other documents referenced herein, Seller shall deliver the following documents to Buyer at settlement:

- A. A Certificate of Good Standing showing that Seller is in good standing in the State of Maryland as of the date of settlement; and
- B. An incumbency certificate and a resolution of Seller's Board of Directors authorizing Seller's representative to execute the deed for the Property and such other and further documents are required for or incidental to settlement.

**13. Settlement.** Settlement shall occur no later than forty-five (45) days the effective date of this Contract. It shall occur at the Law Office of Michael Scott Cohen, L.L.C., 213 Washington Street, Cumberland, MD 21502.

**14. Notice Of Disclosure Or Disclaimer Statements.** Buyer is advised that under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement on a form provided by the Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a form provided by the Maryland Real Estate Commission. A seller must deliver the completed Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

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

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

- ( ) Property Disclosure Statement
- ( X ) Property Disclaimer Statement

The provisions set forth in this section shall not apply to the Unimproved Parcel.

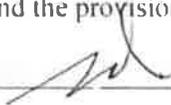
**15. Documentary Stamps, Recordation, Transfer Taxes.** All transfer and recordation taxes and fees payable in connection with the sale of the Property and Unimproved Parcel shall be split evenly between the parties.

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

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of Settlement.

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

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

\_\_\_\_\_ Buyer's Initials       Seller's Initials

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

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

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

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

21. **Breach of Contract and Default.** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without

limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for reasonable attorneys' fees incurred as a result of the default.

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

23. **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.

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 CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT.**

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

26. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies of this Contract. Once said facsimile and/or other electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

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

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

WITNESS:

**MAYOR AND CITY COUNCIL OF CUMBERLAND**

\_\_\_\_\_

By: \_\_\_\_\_  
Brian K. Grim

\_\_\_\_\_  
Date

**HOWDER, INC.**

*DeWay J. Army*  
\_\_\_\_\_

By: *Linda Deremer, President*  
Linda Deremer, President

*7/31/2015*  
\_\_\_\_\_  
Date

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

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

Property Address: 414 Park Street, Cumberland, MD 21502  
Legal Description: Deed recorded among Land Records of Allegany County, Maryland in Book 1308, Page 64

The undersigned owner(s) of the real property described above make no representations or warranties to the condition of the real property or any improvements thereon, and the buyer will be receiving the real property "as is" with all defects which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Seller: Linda Deremer, President Date: 7/31/15  
Howder, Inc., by Linda Deremer, President

Buyer acknowledges receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor and City Council of Cumberland,  
by Brian K. Grim, Mayor

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

**Lead Warning Statement**

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

**Seller's Disclosure (initial)**

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

**Buyer's Acknowledgment (initial)**

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

(d)  Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e)  Buyer has (check (i) or (ii) below):

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

**Agent's Acknowledgment (initial)**

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

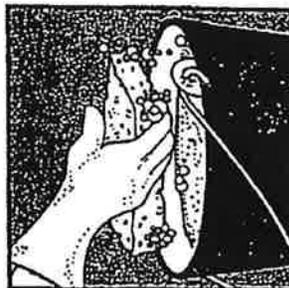
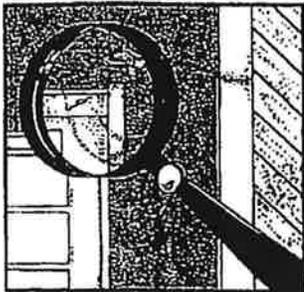
**Certification of Accuracy**

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

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Mayor and City Council of Cumberland,  
 by Brian K. Grim, Mayor

Seller: Linda Deremer, President Date: 7/31/15  
 Howder, Inc., by Linda Deremer, President

# Protect Your Family From Lead In Your Home



**EPA**  
United States  
Environmental Protection  
Agency



United States Consumer  
Product Safety Commission

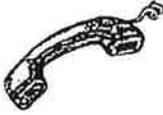
EPA747-K-94-001  
May 1995

U.S. EPA Washington, DC 20460  
U.S. CPSC Washington, DC 20207

### Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

**M**any houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

**SELLERS** will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

**RENOVATORS** will have to give you this pamphlet before starting work.

**IF YOU WANT MORE INFORMATION** on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children that seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

### Lead Gets in the Body in Many Ways

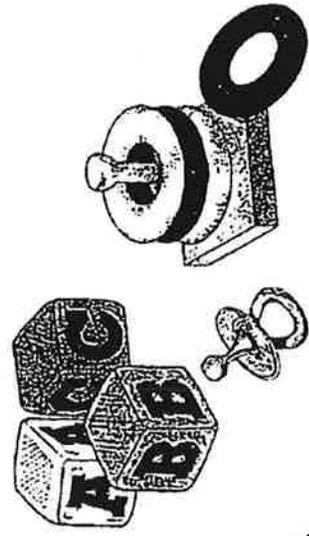
1 out of every 11 children in the United States has dangerous levels of lead in the blood-stream.

Even children who appear healthy can have dangerous levels of lead.

- ◆ People can get lead in their body if they:
  - ◆ Put their hands or other objects covered with lead dust in their mouths.
  - ◆ Eat paint chips or soil that contain lead.
  - ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

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



2

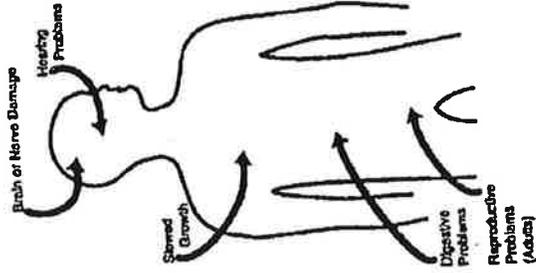
### Lead's Effects

If not detected early, children with lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



Lead affects the body in many ways.

3

## Checking Your Family for Lead

Get your children tested if you think your home has high levels of lead.

- A simple blood test can detect high levels of lead. Blood tests are important for:
- ◆ Children who are 6 months to 1 year old 16 months if you live in an older building or home that might have lead in the paint).
  - ◆ Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. *Treatment can range from changes in your diet to medication or a hospital stay.*

## Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing.

Lead can be found:

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

## Where Lead Is Likely To Be a Hazard

Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

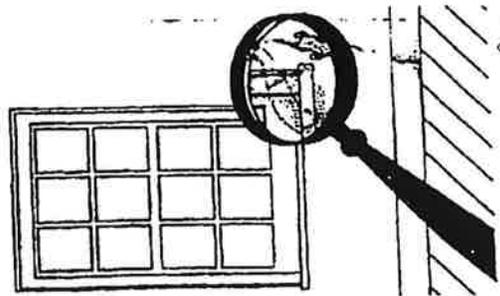
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, and banisters.
- ◆ Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 12) to find out about soil testing for lead.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards



## Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead hazards in one of two ways, or both:

- ◆ A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. *The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area (see page 12).*



- ◆ Trained professionals use a range of methods when checking your home, including:
- ◆ Visual inspection of paint condition and location.
- ◆ Lab tests of paint samples.
- ◆ Surface dust tests.
- ◆ A portable x-ray fluorescence machine.

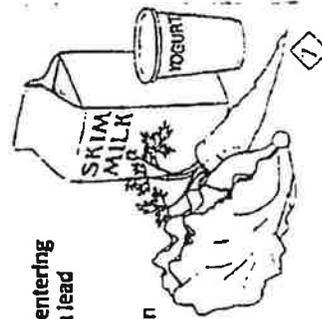
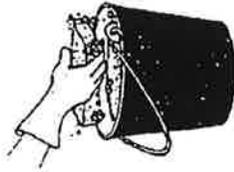
Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.

6

## How to Call 800 424 1000 to Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.



- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.

## Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

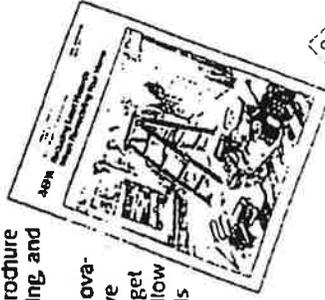
- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



## How To Significantly Reduce Lead Hazards

In addition to day-to-day cleaning and good nutrition:

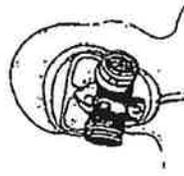
- ◆ You can temporarily reduce lead hazards by taking actions like repainting damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will not eliminate all risks of exposure.
- ◆ To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 12) for help with locating qualified contractors in your area and to see if financial assistance is available.

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



## State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region	Phone Number	Missouri
Alabama	(205) 242-5661	(314) 526-4911
Alaska	(907) 465-5152	(406) 444-3671
Arkansas	(501) 661-2534	(402) 471-2451
Arizona	(602) 542-7307	(702) 687-6615
California	(510) 450-2424	(603) 271-4507
Colorado	(303) 692-3012	(609) 633-2043
Connecticut	(203) 566-5808	(505) 841-8024
Washington, DC	(202) 727-9850	(800) 458-1158
Delaware	(302) 739-4735	(679) 715-3292
Florida	(904) 488-3385	(701) 328-5188
Georgia	(404) 657-6514	(614) 466-1450
Hawaii	(808) 832-5860	(405) 271-5220
Idaho	(208) 332-5544	(503) 246-5240
Illinois	(800) 545-2200	(717) 782-2884
Indiana	(317) 382-6652	(401) 277-3424
Iowa	(800) 972-2026	(803) 935-7945
Kansas	(913) 296-0189	(605) 773-3153
Kentucky	(502) 564-2154	(615) 741-5683
Louisiana	(504) 765-0219	(512) 834-6600
Massachusetts	(800) 532-9571	(801) 536-4000
Maryland	(410) 631-3859	(802) 863-7231
Maine	(207) 287-4311	(800) 523-4019
Michigan	(517) 335-8885	(206) 753-2556
Minnesota	(612) 627-5498	(304) 558-2981
Mississippi	(601) 960-7463	(608) 266-5085
		(307) 777-7391

12

## EPA Regional Offices

Your Regional EPA office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont) John F. Kennedy Federal Building One Congress Street Boston, MA 02203 (617) 565-3420	Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands) Building 5 2880 Woodbridge Avenue Edison, NJ 08837-5678 (800) 321-6671	Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia) 841 Chesnut Building Philadelphia, PA 19107 (215) 597-9800	Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee) 345 Courtyard Street, NE Atlanta, GA 30365 (404) 347-4727	Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin) 77 West Jackson Boulevard Chicago, IL 60604-3590 (312) 886-6003	Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas) First Interstate Bank Tower 1445 Ross Avenue, 12th Floor, Suite 1200 Dallas, TX 75202-2733 (214) 665-7244	Region 7 (Iowa, Kansas, Missouri, Nebraska) 726 Minnesota Avenue Kansas City, KS 66101 (813) 551-7020	Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming) 999 18th Street, Suite 500 Denver, CO 80202-2405 (303) 293-1603	Region 9 (Arizona, California, Hawaii, Nevada) 75 Howard Street San Francisco, CA 94105 (415) 744-1724	Region 10 (Idaho, Oregon, Washington, Alaska) 1200 Sixth Avenue Seattle, WA 98101 (206) 553-1200
---	---	---	---	---	---	--	--	---	---

## CPSC Regional Offices

Eastern Regional Center 6 World Trade Center Vesey Street, Room 350 New York, NY 10048 (212) 466-1612	Western Regional Center 600 Harrison Street, Room 245 San Francisco, CA 94107 (415) 744-2966
Central Regional Center 230 South Dearborn Street Room 2946 Chicago, IL 60604-1601 (312) 353-8250	

13

## Simple Steps To Protect Your Family From Lead Hazards

**If you think your home has high levels of lead:**

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

♻️ Recycled/recyclable  
Printed on paper that contains at least 20% recycled content.



Regular Council Agenda  
August 18, 2015

---

**Description**

Order authorizing the Chief of Police to accept a GOCCP grant entitled "Overtime Support" for FY16 in the amount of \$5,000 for police overtime and fringe benefits to enforce school bus safety laws, provide educational material for students, and air public safety announcements

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

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

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

DATE: August 18, 2015**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT** the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY16 entitled "Overtime Support" in the amount of Five Thousand Dollars and No Cents (\$5,000.00) for the period 8/1/15 to 6/30/16, providing police overtime support, school bus safety educational materials, and public service announcements through local media.

---

**Brian K. Grim, Mayor**

Grant: SBSE-2016-1788



300 E. Joppa Road, Suite 1105  
 Baltimore, Maryland 21286-3016  
 410-821-2828 / TOLL FREE: 1-877-687-9004  
 FAX: 410-321-3116  
[INFO@GOCCP.STATE.MD.US](mailto:INFO@GOCCP.STATE.MD.US)  
[WWW.GOCCP.MARYLAND.GOV](http://WWW.GOCCP.MARYLAND.GOV)

Larry Hogan  
*Governor*  
 Boyd K. Rutherford  
*Lt. Governor*  
 Christopher B. Shank  
*Executive Director*

July 24, 2015

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

RE: SBSE-2016-1788

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Overtime Support**", in the amount of \$5,000.00 has received approval under the School Bus Safety Enforcement Md Criminal Procedure Annotated Code: MD Pub Safety Code § 4-202 (2013) program. Enclosed is the Grant Award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's Overtime Support program targets drivers who fail to stop for school buses that are loading or unloading passengers. The program supports proactive safety measures by conducting specialized bus safety patrols during peak bus transport times, public service announcements and school bus safety educational materials. Grant funds provide overtime support, school bus safety educational materials, and public service announcements.

Please pay particular attention to the instructions included on the Grant Award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by GOCCP are located online, at <http://www.goccp.maryland.gov/grants/general-conditions.php>. The Chief Elected Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the Grant Award, must sign the original Grant Award Acceptance form and return it to the Governor's Office of Crime Control and Prevention within **Twenty-One (21) Calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

SBSE-2016-1788

Page 2

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

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

If you have any questions or need any clarification regarding this Grant Award, please contact **Ellen Blonder**, your Regional Monitor, or **Irina Popik**, Fiscal Specialist, at (410) 821-2828. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our State.

Sincerely,

A handwritten signature in blue ink that reads "Edward Parker" followed by a stylized flourish or initials.

Edward Parker  
Deputy Director

cc: Lieutenant Chuck Ternent



7/17/2015

Governor's Office of Crime Control &amp; Prevention



Control Number:

30448

GOCCP Regional Monitor:

Blonder, Ellen

GOCCP Fiscal Specialist:

Popik, Irina

## Grant Award & Acceptance Form

<b>Grant Award Number:</b>	<b>SBSE-2016-1788</b>	
<b>Sub-recipient:</b>	Cumberland Police Department	
<b>Project Title:</b>	Overtime Support	
<b>Implementing Agency:</b>	Cumberland Police Department	
<b>Award Period:</b>	<b>08/01/2015 - 06/30/2016</b>	CFDA: Special

Funding Summary	Grant Funds	100.0 %	<b>\$5,000.00</b>	
	Cash Match	0.0 %	<b>\$0.00</b>	
	In-Kind Match	0.0 %	<b>\$0.00</b>	
	Total Project Funds		<b>\$5,000.00</b>	Budget Version: 0

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

**School Bus Safety Enforcement Md Criminal Procedure Annotated Code: MD Pub Safety Code § 4-202 (2013)**

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

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

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

### FOR THE STATE OF MARYLAND:

*Edward Parker, Jr.*

Deputy Director  
Governor's Office of Crime Control & Prevention

### SUB-RECIPIENT ACCEPTANCE:

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

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

\_\_\_\_\_  
Date

Return original form  
signed in blue ink to:

GOCCP  
300 E. Joppa Road, Suite 1105  
Baltimore, MD 21286-3016  
Attention: Control Desk

Special

Item # 10



Governor's Office of Crime Control &amp; Prevention

GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:Blonder, Ellen  
Popik, Irina

## Budget Notice

**Grant Award Number:** SBSE-2016-1788  
**Sub-recipient:** Cumberland Police Department  
**Project Title:** Overtime Support  
**Implementing Agency:** Cumberland Police Department  
**Award Period:** **08/01/2015 - 06/30/2016**

CFDA: Special

Funding Summary	Grant Funds	100.0 %	<b>\$5,000.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$5,000.00</b>

### Personnel

Description of Position	Salary Type	Funding	Total Budget
Patrol Officers	Fringe	Grant Funds	\$1,000.00
Patrol Officers	Overtime	Grant Funds	\$4,000.00
Personnel Total:			\$5,000.00

Approved: \_\_\_\_\_

*Sybil Williams*  
 GOCCP Authorized Representative

Effective Date: 8/1/2015



Regular Council Agenda  
August 18, 2015

---

**Description**

Order authorizing the City Administrator to execute Change Order No. 1 with Shaffer Construction for City Project "City Hall Sidewalk Renovations" (15-14-M) in the increased amount of \$6,000.20, with 30 working days added to the project

**Approval, Acceptance / Recommendation**

It is the Engineering Department's recommendation to execute Change Order No. 1 to the existing contract with Shaffer Construction for "City Hall Sidewalk Renovations" project (No. 15-14-M) in the increased amount of \$6,000.20. This change order will add quantities to cover additional work along Liberty Street that was not included in the original scope of work.

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

\$6,000.20

**Source of Funding (if applicable)**

001.032.62000

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

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

DATE: August 18, 2015**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 Shaffer Construction Company, Inc., P.O. Box 231, Ellerslie, Maryland 21529 for City Project "City Hall Sidewalk Renovations" (15-14-M), in the increased amount of Six Thousand Dollars and Twenty Cents (\$6,000.20); and

**BE IT FURTHER ORDERED**, that thirty (30) working days shall be added to this project.

---

**Brian K. Grim, Mayor**

<b>Shaffer Construction Company, Inc.</b>	
<b>15-14-M</b>	
Original Contract Amount	\$84,800.00
Change Order No. 1	\$6,000.20
New Contract Amount	\$90,800.20

Funding: 001.032.62000

# City of Cumberland

**Change Order Number: 1**

**Project:** City Hall Sidewalk Renovation  
**City Project No.:** 15-14-M  
**Purchase Order No.:** 15-0000518-001  
**M&CC Order No.:** 25,735  
**Contractor:** Shaffer Construction  
**Vendor No.:** 303173

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

Add / Delete	New or Extension *	Item No. **	Description	Quantity	Unit Price	Unit	Delete	Add
Delete	Extension	2001	Class 1A Excavation (Contingent)	-2	\$32.00	CY	-\$64.00	
Delete	Extension	3002	Rain Leader (Contingent)	-12	\$7.00	LF	-\$84.00	
Delete	Extension	3005	Brick Masonry For Miscellaneous Structures	-50	\$5.00	EACH	-\$250.00	
Delete	Extension	5001	6" CR-6 Aggregate Base Course (Contingent)	-10	\$40.00	SY	-\$400.00	
Add	New	5007	Patch Existing Pavement	352	\$3.50	SF		\$1,232.00
Add	Extension	6001	Detectable Warning Surfaces for Curb Ramps	1.83	\$35.00	SF		\$64.05
Delete	Extension	6002	Type A Concrete Curb - Modified	-15.33	\$35.00	LF	-\$536.55	
Delete	Extension	6003	Concrete Curb Wall - 4" Width	-14.92	\$20.00	LF	-\$298.40	
Add	Extension	6004	5" Reinforced Concrete Sidewalk	422.65	\$14.00	SF		\$5,917.10
Add	New	6006	Remove and Reset Existing Brick Sidewalk	28	\$15.00	SF		\$420.00
<b>TOTALS</b>							-\$1,632.95	\$7,633.15
<b>NET TOTAL</b>							<b>\$6,000.20</b>	

\* This column denotes if the item is a **New** item or an **Extension** of an existing item.

\*\* If the quantity is for a **New** item, the item's category number (1,2,3,...) is listed and the next available item number within the category will be generated after the Change Order is approved. If quantity is an **Extension** or an existing item, the original item number will be shown.

The Original Contract Sum was:	\$84,800.00
Previous Change Orders:	\$0.00
Contract Sum as a result of Previous Change Orders:	\$84,800.00
The Contract Sum increased/decreased by this Change Order:	\$6,000.20
The New Contract Sum as a result of this Change Order is:	<b>\$90,800.20</b>

Contract Time Change: **30 Working Days**

Recommended by:  8/12/2015  
 Engineering Specialist Date

Contractor: Shaffer Construction

Accepted by: \_\_\_\_\_

Approved By: The City of Cumberland:  8/12/2015  
 Director of Engineering Date  
 City Administrator Date

Mayor and City Council Order Number Authorizing this Change Order: \_\_\_\_\_



Regular Council Agenda  
August 18, 2015

---

**Description**

Order authorizing the execution of Change Order No. 1 to the existing contract with Shaffer Construction for the "Amtrak Station Entryway Improvements-Baltimore Street Trail Connection" project (10-14-M) in the increased amount of \$7,224.20, and adding 400 extra working days to the project

**Approval, Acceptance / Recommendation**

It is the Engineering Department's recommendation approve the execution of Change Order No.1 to the current contract with Shaffer Construction for the "Amtrak Station Entryway IMprovements - Baltimore St. Trail Connection"project (10-14-M) in the increased amount of \$7,224.20. This change order will add additional work to the contract to complete ADA access on Liberty and Centre Streets.

The additional ADA work is able to be addressed because Columbia Gas incorporated some of the work the City had planned in the original City scope of work, into their gas line replacement project for the area. This change order will add 400 working days to allow for a remove and reset of bricks in various areas on the downtown mall during the off season.

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

Original Contract : \$92,789.04

Change Order 1: \$7,224.20

Current Contract Value \$100,013.24

**Source of Funding (if applicable)**

114.199AC.63000

Cover Memo

Item # 12

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

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

DATE: August 18, 2015**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 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 Seven Thousand, Two Hundred Twenty-four Dollars and Twenty Cents (\$7,224.20); and

**BE IT FURTHER ORDERED**, that Four Hundred (400) working days shall be added to this project to allow for removal and resetting of bricks in various areas of the downtown mall during the off season.

---

**Brian K. Grim, Mayor**

<b>Shaffer Construction Company, Inc.</b>	
<b>10-14-M</b>	
Original Contract Amount	\$92,789.04
Change Order No. 1	\$7,224.20
New Contract Amount	\$100,013.24

Funding: 114.199AC.63000

### 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
DELETE	1004	SF	2.5	\$ 16.00	Temporary Traffic Signs		\$40.00
DELETE	1005	TONS	-10	\$ 150.00	HMA for MOT	(1,500.00)	
DELETE	1006	EACH	3	\$ 300.00	Type III Barricade for MOT		\$900.00
DELETE	1007	EACH	14	\$ 96.00	Drums for MOT		\$1,344.00
DELETE	2001	CY	27	\$ 32.00	Class 1-A Excavation (Contingent)		\$864.00
DELETE	3001	EACH	-100	\$ 5.00	Brick Masonary for Misc Structures	(500.00)	
DELETE	3002	LF	-20	\$ 7.00	Rain Leader (Contingent)	(140.00)	
DELETE	3004	EACH	-1	\$ 400.00	Furnish and Install Curb Head (Contingent)	(400.00)	
DELETE	3005	EACH	-1	\$ 2,000.00	Replace Existing Inlet Grate (contingent)	(2,000.00)	
DELETE	5002	TONS	-20	\$ 150.00	HMA Superpave 19.00mm for Full Depth Patch, PG64-22, Level-2	(3,000.00)	
DELETE	5003	LF	-30	\$ 26.00	24" White Pavement Marking Paint Lines	(780.00)	
ADD	5010	LF	30	\$ 26.00	24" White Thermoplastic Pavement Markings		\$780.00
DELETE	5004	LF	-270	\$ 20.00	18" White Pavement Marking Paint Lines	(5,400.00)	
ADD	5011	LF	270	\$ 20.00	18" White Thermoplastic Pavement Markings		\$5,400.00
DELETE	5005	SF	-40	\$ 20.00	Pavement Marking Paint Legend and Symbols	(800.00)	
ADD	5012	EACH	4	\$ 500.00	Pavement Marking Thermoplastic Legend and Symbols		\$2,000.00
DELETE	5008	CY	-5	\$ 40.00	Removal of Unsuitable Material and Refill	(200.00)	
DELETE	5009	SY	-20	\$ 40.00	6" CR-6 Aggregate Base Course	(800.00)	
ADD	6001	SF	140	\$ 30.00	Detectable Warning Surface for Curb Ramps		\$4,200.00
DELETE	6002	LF	-37.5	\$ 35.00	Standard Type A Concrete Curb 8" x 18"	(1,312.50)	
DELETE	6003	LF	-62.33	\$ 38.00	Standard Type A Combination Curb and Gutter 12" Gutter Pan 10" Depth	(2,368.54)	
DELETE	6004	SF	-584.66	\$ 14.00	5" Reinforced Concrete Sidewalks	(8,185.24)	
DELETE	6005	SF	580.6	\$ 15.00	7" Reinforced Portland Cement Concrete Drivewat- Mix 6		8,709.00
DELETE	6006	CY	-2	\$ 250.00	Incidental Concrete - Mix No. 3	(500.00)	
DELETE	6007	LF	-5.79	\$ 416.67	Furnish and install Pipe Guardrail for Edge Protection Along Sidewalk	(2,412.52)	
DELETE	6008	SF	-40	\$ 38.00	Standard Type C Combination Curb and Gutter 12" Gutter Pan 10" Depth	(1,520.00)	
ADD	6009	SF	1110	\$ 15.00	Repair and Reset Existing Brick Sidewalk		\$16,650.00
DELETE	8003	EACH	-1	\$ 800.00	Furnish and Install New Manhole Frame and Cover 24" Dia, 4" Height	(800.00)	
DELETE	8004	EACH	-1	\$ 800.00	Furnish and Install New Manhole Frame and Cover 24" Di., 9" Height (Contingent)	(800.00)	
DELETE	8005	EACH	-1	\$ 600.00	Replace Water Valve Box (Contingent)	(600.00)	
DELETE	8006	EACH	-2	\$ 200.00	Adjust Water Valve Box	(400.00)	
ADD	8007	EACH	2	\$ 500.00	Adjust Existing Handhole		\$1,000.00
DELETE	8008	EACH	-1	\$ 100.00	Remove and Reset Existing Sign Post	(100.00)	
DELETE	8809	SF	-6	\$ 24.00	Sheet Aluminum Signs	(144.00)	
Total Change Order Amount:						(34,662.80)	\$41,887.00

The Original Contract Sum was: \$92,789.04  
 Previous Change Orders: \$0.00  
 Contract Sum as a result of Previous Change Orders: \$92,789.04  
 The Contract Sum increased/decreased by this Change Order: \$7,224.20  
 The New Contract Sum as a result of this Change Order is: \$100,013.24

Contract Time Change: 400 working days

Recommended by: John D. White Engineering Specialist Date: 8/12/2015

Contractor: Shaffer Construction

Accepted by: John J. Fox Director of Engineering Date: 8/12/2015

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Mayor and City Council Order Number Authorizing this Change Order: \_\_\_\_\_



Regular Council Agenda  
August 18, 2015

---

**Description**

Order accepting the sole source proposal of IA Construction Corp. for milling and paving at various locations throughout the city for an estimated unit price of \$1,000,000; IA has agreed to honor the pricing awarded to Belt Paving, Inc. in the Maryland State Highway Administration Contract No. XY4015177

**Approval, Acceptance / Recommendation**

It is the Engineering Department's recommendation to accept the sole source proposal of IA Construction Corp. to provide mill, patch and paving work at various locations throughout the City, for an estimated unit price of \$1,000,000. IA has agreed to honor the price awarded to Belt Paving, Inc. in their state contract with the Maryland State Highway Administration.

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

\$1,000,000.00

**Source of Funding (if applicable)**

115.99XB.630

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

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

DATE: August 18, 2015

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

THAT the sole source proposal of IA Construction Corp, P.O. Box 258, Corriganville, MD 21524, to provide milling and paving work at various locations within the city, be and is hereby accepted in the estimated unit price of One Million Dollars and No Cents (\$1,000,000.00); and

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

---

**Brian K. Grim, Mayor**

Funding: 115.99XB.630



IA Construction Corp  
P.O. Box 258  
Corriganville, MD 21524

City Of Cumberland

August 13, 2015

Attn; John Difonzo P.E.

City of Cumberland Engineer

57 N. Liberty Street

Cumberland, MD 21502

Dear John

IA Construction is formally committing to perform work for the city of Cumberland as per the conditions and contract documents set forth in our meeting as of Monday August 10, 2015 and also referenced in your email sent yesterday August 12, 2015.

As previously conveyed to you by Keith Scott, our availability to perform this work would be about mid-September and that time frame has not changed.

As per the drainage and pipe items mentioned in your latest email, IA Construction would sub those items out to another contractor as need be.

Also as per our conversation at Mondays meeting IA Construction is still considering performing all or portions of the work at night, which shall be determined by our work load.

I am looking forward to working with you on these projects. If you require anything feel free to call me at 814-573-7664 or email: [donald.kyne@iaconstruction.com](mailto:donald.kyne@iaconstruction.com).

Item # 13

Sincerely

Don Kyne

Project Manager

IA Construction Corp.

**SECTION III – CONTRACT**

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, in the year 2015, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, party of the first part, and \_\_\_\_\_

\_\_\_\_\_

A (Corporation) (Firm) (Individual) (Not Incorporated) under the laws of \_\_\_\_\_

\_\_\_\_\_

(Address)

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

WITNESSETH:

That the Contractor for and in consideration of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_) and agreed to by the City, hereby covenants and agrees to furnish all labor, equipment, and material in the improvement of

**Mill/Grind, Patch and Resurface Roadway Pavements at Various Locations in Cumberland  
In accordance with SHA Contract No. XY4015177  
CITY PROJECT NO. 15-15-P (Contract 2 or 3)**

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

The Contractor agrees that this work shall be in strict conformity with plans and specifications of SHA Contract XY4015177 and payment will be in conformity with the unit prices bid by the low bidder for that contract , subject to inspections and approval of the Engineer or his duly authorized representative; and that if any material or procedure of labor or product of labor shall be rejected by the Engineer (see Definitions), this material shall be replaced with acceptable material, the procedure shall be corrected, and the labor and its product shall be done over, all in an acceptable manner, all at the expense of the Contractor and without undue delay.

The Contractor further covenants and agrees that the work shall be satisfactorily completed in a time period established for each paving project. This contract will remain in effect until July 1, 2017.

If a project requires work not covered under the unit prices of the SHA Contract, prices for such work will be submitted to and approved by the City Engineer prior to work being authorized.

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

It is further agreed that the rate of pay to be paid by the Contractor for the various job classifications on the project for regular time, overtime and holidays shall be the rate of pay for said job classification as may be established from time to time by the U.S. Department of Employment Security, applicable to the Cumberland area. If any particular project is being funded by the City's CDBG Program the contractor must agree to pay Davis Bacon Wages and keep and submit a

Certified Payroll. The project being funded by CDBG Federal Funds will be identified separately, and at this time it appears Centre Street is the only project being funded with CDBG Funds.

IN WITNESS, WHEREOF, the parties to these presents have hereunto caused these presents to be executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

MAYOR AND CITY COUNCIL OF CUMBERLAND

BY:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CONTRACTOR

Trading as:

\_\_\_\_\_  
CONTRACTOR

APPROVED FOR EXECUTION:

\_\_\_\_\_  
CITY ADMINISTRATOR

\_\_\_\_\_  
CITY ENGINEER

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY SOLICITOR

07/08/2014 14:04  
 BP14008 MDSHA XY4015177 Mill/Grind/Pave-Alleg Co  
 \*\*\* Jay Stanislawczyk

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1001	Price Adjustment for Diesel Fuel		45,000.000	EA	1.00	45,000.00
1002	5" Yellow Waterborne Marking Paint	U	300,000.000	LF	0.05	15,000.00
1003	5" White Waterborne Marking Paint	U	300,000.000	LF	0.05	15,000.00
1004	24" White Waterborne Marking Paint		150.000	LF	2.08	312.00
1005	Maintenance of Traffic	U	150.000	UD	550.00	82,500.00
1006	HMA for Maintenance of Traffic	U	100.000	TN	69.25	6,925.00
1007	Arrow Panel	U	20.000	UD	75.00	1,500.00
1008	Temporary Traffic Signs	U	800.000	SF	50.00	40,000.00
1009	Drums for MOT	U	40.000	EA	100.00	4,000.00
1010	PVMS	U	20.000	UD	125.00	2,500.00
1011	Mobilization (Not to Exceed 3% of Bid Total)	U	1.000	LS	138,500.00	138,500.00
1012	Cones for MOT	U	200.000	EA	20.00	4,000.00
1013	Flagger	U	2,400.000	HRS	65.00	156,000.00
5001	HMA-9.5mm L-2 for Surface	U	15,000.000	TN	76.85	1,152,750.00
5002	HMA 9.5mm L-2 for Entrances	U	600.000	TN	100.00	60,000.00
5003	HMA 9.5mm L-2 for Wedge & Level	U	3,000.000	TN	76.85	230,550.00
5004	HMA 12.5mm L-2 for Surface	U	15,000.000	TN	76.85	1,152,750.00
5005	HMA 12.5mm L-2 for Patching (0-3")	U	1,000.000	TN	101.50	101,500.00
5006	HMA 19mm L-2 for PDP		4,500.000	TN	101.15	455,175.00
5007	Price Adjustment for Asphalt Binder		175,000.000	EA	1.00	175,000.00
5008	Pymt Adjustment for Pavement Density		100,000.000	EA	1.00	100,000.00
5009	Pymt Adjustment for HMA Mixture		100,000.000	EA	1.00	100,000.00
5010	Grinding HMA Pavement (0-2")	U	330,000.000	SY	0.91	300,300.00
5011	Pavement Surf Profile Pay Adjustment		175,000.000	EA	1.00	175,000.00
5012	PCC Pavement Repairs-Type I (12 Hours)	U	100.000	SY	150.00	15,000.00
5013	Pavement Marker Reflector Lenses		200.000	EA	6.25	1,250.00
5014	Groove Cuts		100.000	EA	39.10	3,910.00
5015	Rumble Strips-Centerline		30,000.000	LF	0.75	22,500.00
5016	5" Yellow Perm Paint Lines	U	200,000.000	LF	0.14	28,000.00
5017	5" White Perm Paint Lines		200,000.000	LF	0.14	28,000.00
5018	10" White Perm Paint Lines		50,000.000	LF	0.27	13,500.00
5019	12" White Preform Marking Lines		1,000.000	LF	9.38	9,380.00
5020	24" White Preform Marking Lines	U	250.000	LF	17.70	4,425.00
5021	White Preform Legends and Symbols	U	250.000	SF	15.60	3,900.00
5022	HMA 12.5mm L-2 for Bridge Approaches	U	1,500.000	TN	125.00	187,500.00
5023	Variable Depth Patching with GAB	U	50.000	TN	30.00	1,500.00
6001	HMA Curb	U	1,500.000	LF	8.00	12,000.00
6002	CR6 for Shoulder Backup	U	1,200.000	TN	11.00	13,200.00
6003	Topsoil for Shoulder Edge Dropoff	U	100.000	SY	19.45	1,945.00

Item # 13

07/08/2014 14:04  
 BP14008 MDSHA XY4015177 Mill/Grind/Pave-Alleg Co  
 \*\*\* Jay Stanislawczyk

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
6004	Shoulder Rumble Strips	U	30,000.000	LF	0.20	6,000.00
Bid Total						\$4,866,272.00



Regular Council Agenda  
August 18, 2015

---

**Description**

Order appointing Kelli Alloway as the City's representative to the Cumberland Economic Development Corporation for a one-year term, effective August 18, 2015 through August 18, 2016

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

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

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

DATE: August 18, 2015

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

THAT, Kelli Alloway be and is hereby appointed as the City's representative to the Cumberland Economic Development Corporation (CEDC) for a one (1) year term, effective August 18, 2015 through August 18, 2016.

---

**Brian K. Grim, Mayor**



Regular Council Agenda  
August 18, 2015

---

**Description**

Order declaring a 1998 Chevrolet pick-up truck (VIN No. 1GCGC34R2WE192811) to be surplus property and authorizing it for sale

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

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

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

DATE: August 18, 2015**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:**

1. The following vehicle is hereby declared to be surplus property and authorized for sale:

<b>Vehicle Unit No.</b>	<b>Year</b>	<b>Make &amp; Model</b>	<b>VIN</b>
607	1998	Chevrolet Pick-up Truck	1GCGC34R2WE192811

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

TAG NUMBER		UNIT #		STICKER NUMBER	
LG48869		607			
TITLE NUMBER			MAKE AND BODY STYLE OF VEHICLE		
26890970			CHEV TK		
YEAR	CLASS	EXCEPT.	VEHICLE IDENTIFICATION NUMBER		
98	EP	N/A	1GCGC34R2WE192811		
GR. VEH. WT.	GR. COMB. WT.	FEE	EXPIRATION DATE		
10000	00N/A	GGR	PERM		
OWNER'S DRIVER LICENSE/SOUNDEX NO.			CO-OWNER'S DRIVER LICENSE/SOUNDEX NO.		
Z975000635580					
NAME(S) AND ADDRESS OF REGISTERED OWNER(S)					
MAYOR & CITY COUNCIL					
57 NORTH CENTRE ST					
P.O. BX 1702					
CUMBERLAND MD 21502					

**MVA** 6601 RITCHIE HIGHWAY, N.E.  
GLEN BURNIE, MARYLAND 21062

VR-147A (9/04)

Motor Vehicle Administration  
TAG LG48869 TITLE 26890970 EXP PE/RM STICKER FEE 000GG9

VIN 1GCGC34R2WE192811 MAKE BS YEAR CHEV TK 1998

REASON FOR RETURN TITLE TRANSFERRED RETURN DATE 08-12-15

RFND AMT: RCPT #: N/A

REG CARD # TAGS TAGS STICKERS  
YES 2 USED USED

VBRZA

Item # 15

REGISTRATION  
CANCELLATION



Regular Council Agenda  
August 18, 2015

---

**Description**

Order accepting the proposal of Sage Policy Group to provide an "Economic Feasibility Analysis and Implementation Plan" for the City's Strategic Opportunity Sites in an amount not to exceed \$50,000

**Approval, Acceptance / Recommendation**

As one of the next step suggestions contained in our economic development strategic plan, staff has issued an RFP and reviewed competitive proposals for the creation of a feasibility study and implementation plan for four (4) of the seven (7) identified opportunity sites within the city. After a review of proposals, Sage Policy Group was selected to perform the tasks associated with this project. The total project cost of \$50,000 will be paid for through funding provided by the Appalachian Regional Commission, the Downtown Development Commission, and the Cumberland Economic Development Corporation.

Shawn P. Hershberger  
Economic Development Coordinator

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

\$50,000

**Source of Funding (if applicable)**

Economic Development Budget

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

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

DATE: August 18, 2015**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, the proposal of Sage Policy Group, 575 S. Charles Street, Baltimore, MD 21201, to provide an Economic Feasibility Analysis and Implementation Plan for the City of Cumberland's Strategic Opportunity Sites, be and is hereby accepted in an amount not to exceed Fifty Thousand Dollars and No Cents (\$ 50,000.00); and

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

---

**Brian K. Grim, Mayor**

Budget: Economic Development

Order of Bids:

<b>Company</b>	<b>Bid Amount</b>
Sage Policy Group	\$50,000
Thomas Miller & Associates	\$180,000
Cooper Carry	\$186,300

**AGREEMENT FOR PROFESSIONAL SERVICES  
 BETWEEN  
 SAGE POLICY GROUP, INC.  
 AND  
 CITY OF CUMBERLAND, MARYLAND  
 FOR AN  
 ECONOMIC FEASIBILITY ANALYSIS AND IMPLEMENTATION PLAN**

**DATE: August 24, 2015**

---

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into on this 24<sup>th</sup> day of August, 2015 between the City of Cumberland, Maryland, with principal offices located at 57 North Liberty Street, Cumberland, MD 21502 (the "Client"), and Sage Policy Group, Inc., with principal offices at 575 S. Charles Street, Suite 505, Baltimore, MD 21201 (the "Contractor").

**WHEREAS**, the Client is presently in need of the development of an economic feasibility analysis and implementation plan; and

**WHEREAS**, the Client desires to engage the Contractor to perform this study pursuant to the Request for Proposals titled: **Request for Proposal for the Development of: Economic Feasibility Analysis and Implementation Plan for the City of Cumberland, Maryland's Strategic Opportunity Sites**; and

**WHEREAS**, the Contractor agrees to provide economic development study/planning services as detailed in the scope of services (included as Attachment A) to the Client under the terms and conditions set forth herein; and

**WHEREAS**, the Client has duly authorized the execution of this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

**1. Scope of Services.**

The Client agrees to retain the Contractor and the Contractor agrees to provide an economic development study on four identified sites within the City of Cumberland to the Client at the request of and under the general supervision of Mr. Shawn Hershberger, Executive Director of the Cumberland Economic Development Corporation. The Contractor shall be responsible for performing all reasonable and necessary tasks related to such services, including those described in Attachment A of this document, and in compliance with the terms and conditions of the Award.

**2. Manner of Performance.**

The Contractor agrees to perform its duties under this Agreement in accordance with the degree of skill and care exercised by similarly credentialed professionals performing similar services under similar conditions and, as consistent therewith, to the reasonable satisfaction of the Client.

**3. Term.**

This Agreement shall remain in full force and effect for a term of fourteen (14) weeks, commencing on August 24<sup>th</sup>, 2015 and ending on November 2<sup>nd</sup>, 2015, unless sooner terminated or extended pursuant to the provision hereof. In no event shall the term of this Agreement be

Item # 16

extended without action by the governing body of the Client to extend the term. The Contractor will complete the duties under the contract within this period, unless extended by the Client, and time is of the essence.

**4. Compensation.**

a. The maximum amount payable to the Contractor under the stated Scope of Services is **fifty thousand dollars (\$50,000)**, with billing being accepted upon completion of tasks. In no event shall the Contractor's compensation hereunder exceed the aforementioned maximum without prior written approval from the Client.

b. The Contractor shall submit monthly invoices to the Client for services rendered, together with appropriate supporting documentation (as necessary). Invoices shall reflect the completion of the project to that point. The invoices shall detail the cost per Task (as outlined in the Scope of Services) and percentage complete for each task. The Client shall make payments to the Contractor for services rendered following receipt of said invoices within 30 days.

c. The Client shall not be liable to the Contractor for any expenses paid or incurred by the Contractor, unless specifically set forth herein in writing.

**5. Equipment, Tools, Materials and Supplies.**

The Contractor shall supply, at the Contractor's sole cost and expense, all properly trained personnel, equipment, tools, materials, and/or supplies needed to perform the tasks agreed to be performed hereunder.

**6. Records and Reports.**

The Contractor shall maintain, on a current basis, complete records relating to the performance of the services under this Agreement, including documentation pertaining to income and expenditures. All records and reports prepared and maintained pursuant to this Paragraph shall be the property of the Client and shall be delivered to the Executive Director upon request.

**7. Relationship Between Parties.**

It is expressly understood that in the performance of the services herein, the Contractor shall act as an independent contractor and not as an officer, agent, partner or employee of the Client. The Contractor has no authority to enter into contracts or agreements on behalf of the Client. Because the Contractor is engaged in its own independent business, the Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the Client. The Contractor understands that the Contractor is responsible for paying, according to law, the Contractor's income taxes and that neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Client on behalf of the Contractor or its employees. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be responsible for the payment of self-employment social security taxes.

**8. Indemnification.**

The Contractor agrees to indemnify and hold the Client harmless from and against liability, loss, damage, or expense, including reasonable attorney's fees, which are incurred or sustained by reason of the Contractor's willful misconduct or negligence in connection with the performance of its obligations under this Agreement. Approval of the Client shall not constitute nor be deemed a release of the responsibility and liability of the Contractor, its employees, associates, agents and consultants for the accuracy and competency of their work; nor shall that approval be deemed to be an assumption of that responsibility by the Client for

any defect in the work performed by the Contractor, its employees, subcontractor, agents and consultants.

**9. Insurance.**

The Contractor agrees to procure and maintain at its expense during the term of this Agreement, insurance in the kinds and amounts provided below with insurance companies licensed to do business in the State of Maryland, covering the tasks to be performed under this Agreement within the State of Maryland. Prior to the commencement of this Agreement, the Contractor shall furnish to the Client copies of its insurance certificate or certificates listing the Client as an additional insured party as evidence that it has complied with this Paragraph. All certificates shall provide that the insurance policy may not be changed or cancelled upon less than thirty (30) days prior written notice. At least fifteen (15) days prior to the expiration or termination date of any policy, the Contractor shall deliver to the Client a copy of the renewal or replacement policy with proof of payment of the premium therefore (if applicable).

a. Worker's Compensation Insurance. Worker's compensation insurance for its employees in accordance with the laws of the State of Maryland. No worker's compensation insurance shall be obtained by the Client covering the Contractor or its employees.

b. Liability Insurance. Liability insurance in an amount not less than \$1,000,000 per occurrence to protect the Contractor, its employees and its agents from claims that may arise from services rendered under this Agreement.

**10. Termination.**

a. This Agreement may be terminated by either party upon twenty (20) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Termination may be cancelled within the first ten (10) days of notification if the Contractor and Client can cure the perceived default.

b. This Agreement may be terminated by the Client without cause upon thirty (30) days prior written notice to the Contractor. The parties shall deal with each other in good faith during the thirty (30) day period after any notice of intent to terminate without cause is given.

**11. Assignment.**

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

**12. Amendment.**

This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the Client, where required.

**13. Notices.**

Any notices required to be delivered to either party pursuant to this Agreement shall be sent in writing to the address below and deemed received: (i) upon delivery, if personally delivered with signed receipt or (ii) the next business day after being sent, if sent by certified overnight mail, return receipt requested. The parties shall be responsible for notifying each other of any change of address.

Client: City of Cumberland, Maryland  
 c/o Mr. Shawn Hershberger, Executive Director  
 57 North Liberty Street  
 Cumberland, MD 21502  
 Tel: (301) 722-4156  
 Email: [shawn.hershberger@cumberlandmd.gov](mailto:shawn.hershberger@cumberlandmd.gov)

Contractor: Mr. Anirban Basu  
 Chairman and CEO  
 Sage Policy Group, Inc.  
 575 S. Charles Street, Suite 505  
 Baltimore, MD 21201  
 Tel: (410) 522-7243  
 E-mail: [abasu@sagepolicy.com](mailto:abasu@sagepolicy.com)

**14. Compliance with Laws and Regulations.**

The Contractor agrees to comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement, including, but not limited to the provisions for Equal Employment Opportunity and Occupational Health and Safety and regulations regarding any business permits and licenses that may be required. Contractor represents that it has the following valid licenses authorizing it to perform the services under this Agreement:

- A copy of its State of Maryland Business Registration Certificate.
- Documentation of required Affirmative Action.
- A copy of a Certificate of Insurance, issued by an insurance carrier licensed in the State of Maryland for the firm showing the amount of professional liability insurance and all other coverage as of January 1, 2015.

**15. Enforceability.**

If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

**16. Non-waiver.**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights with respect to any subsequent breach.

**17. Governing Law.**

This Agreement shall be governed by the laws of the State of Maryland. Jurisdiction over the contract is exclusively in Allegany County, Maryland.

**18. Prevailing Party.**

Should either party's performance of this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to recover its reasonable and appropriate attorneys' fees (including expert witness fees) and costs.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereof have hereunto set their hands and seals the day and year above written.

WITNESS:

CLIENT:  
City of Cumberland, Maryland

---

---

Shawn P. Hershberger  
Economic Development Coordinator

WITNESS:

CONTRACTOR:  
Sage Policy Group, Inc.

---

---

Anirban Basu,  
Chairman and CEO

Scope of Services for the Contract Between  
City of Cumberland, Maryland  
And  
Sage Policy Group, Inc.  
For an Economic Feasibility Study and Implementation Plan  
"ATTACHMENT A"

The following details the Scope of Services expected of the Contractor by the Client, pursuant to the Request for Proposals titled: **Request for Proposal for the Development of: Economic Feasibility Analysis and Implementation Plan for the City of Cumberland, Maryland's Strategic Opportunity Sites.**

**Scope of Services:**

The Contractor is expected to analyze four of the City's seven opportunity sites: Downtown, Cumberland Plaza, Rolling Mill, and the Willowbrook Corridor, as identified by maps in the City's 2014 Economic Development Strategic Plan. The Contractor will provide recommendations for redesign for each of the four sites, as well as recommendation for catalyst projects for each area. Amount of redesign is expected to vary for each site, with more focus expected on the Downtown and Cumberland Plaza areas. The following should be addressed in the report:

- Suggest redevelopment options
- Identify specific catalyst projects, including renderings and cost analysis/pro forma
- Specify how the projects will contribute to job creation/attraction
- Identify how the City should deploy financial and other resources
- Create a design that is connected, walkable, and bikeable
- Include design elements and determine if full redesign should be considered
- Identify how sites contribute to the local economy
- Identify/analyze impediments to private investment
- Identify/analyze impediments to upper-story rehab
- Retail market analysis
- Cost/benefit analysis of public investment options
- Roadmap/vision for leveraging public and private assets and investments
- Address needs of neighborhoods
- Address how neighborhoods can address goals of EDSP
- Community engagement in the process
- Incorporate existing efforts in the community
- Renderings of design concepts/full redesign

In addition, the following deliverables should be included in the final report and presentation:

1. An economic analysis of the suggested redevelopment concepts within the targeted opportunity sites.
2. Analysis of impediments to private investment in the opportunity sites.

3. Analysis of impediments to private investment in upper-stories of existing structures.
4. Identification of catalyst projects in each of the opportunity sites and a cost-benefit analysis and renderings to accompany each.
5. Renderings of suggested design concepts to be included in each opportunity site and of potential full redesign of any site where that is suggested.



Regular Council Agenda  
August 18, 2015

---

**Description**

Order authorizing the award of Upper Story Redevelopment Forgivable Loan funds, supported by the Community Legacy Program, to projects at 114 South Centre Street and 164-166 North Centre Street, in the amount of \$25,000 per each loan

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

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

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

DATE: August 18, 2015

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

**THAT**, the recommendation from the Department of Community Development to award Upper Story Redevelopment Forgivable Loan funds, supported by the State of MD Community Legacy program, in the amount of Twenty-five Thousand Dollars (\$25,000) each to the projects at 114 South Centre Street and 164-166 North Centre Street; and

**BE IT FURTHER ORDERED**, that the Mayor be and is hereby authorized to execute Deeds of Trust and documentation to complete the loan process.

---

**Brian K. Grim, Mayor**

---

---

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

---

---

**TO:** MAYOR AND CITY COUNCIL  
JEFF RHODES, MARGIE WOODRING

**FROM:** KATHY MCKENNEY

**SUBJECT:** UPPER STORY REDEVELOPMENT PROGRAM STAFF RECOMMENDATION

**DATE:** 8/14/15

**CC:** JAY OLIVER, JENNIFER LIGHT

---

On July 7, 2015, the Department of Community Development, working with the Downtown Development Commission received a total of 3 applications for the Upper Story Redevelopment Forgivable Loan Program, a program funded by the State of Maryland's Community Legacy program. The applications received were from 114 South Centre Street, 164-166 North Centre Street and 2 Howard Street. A total of \$100,000 was received by the City from the State of Maryland to fund this program. Only \$50,000 remains since a first round process awarded \$50,000 to 50 North Centre Street in October 2014. The funds are structured as a five year forgivable loan, reducing 20% each year until it fades away after the fifth complete year. As long as the owner does not default on the terms or sell the property within that time frame, these funds will not be required to be repaid.

Eligible projects were required to be located within Cumberland's Central Business District. Staff held an informational meeting on May 11<sup>th</sup> to explain the program to all interested persons. As with past project years, the application placed an ambitious timeline, as well as a high level of documentation in order to ensure that the projects would have had a proper level of pre-planning and could be completed within the deadlines identified in the City's Community Legacy award agreement with the State of Maryland. At the meeting, applicants were educated about and encouraged to participate in other potential funding/incentive programs, including the historic tax incentive programs (local, state, and federal).

Following receipt of the completed applications on July 7, 2015, the review committee began to evaluate each application. In addition to me, the review committee consisted of Shannon Adams, Chris Gay, Shawn Hershberger, Jennifer Light, Sandi Saville and Dave Romero.

At this time, the review committee has recommended the allocation of two \$25,000 loans. The first award is to the project at 114 South Centre Street and the second award is to 164-166 North Centre Street.



Regular Council Agenda  
August 18, 2015

---

**Description**

Order authorizing the execution of a Collective Bargaining Agreement with the UFCW Local #1994, representing members of the Cumberland Police Department, to be retroactively effective July 1, 2015 through June 30, 2018

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

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

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

DATE: August 18, 2015

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

**THAT**, the Mayor be and is hereby authorized to execute a Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the UFCW Local #1994, representing the Cumberland City Police Department, retroactively effective July 1, 2015 through June 30, 2018, subject to the terms of the agreement.

---

**Brian K. Grim, Mayor**

# Collective Bargaining Agreement

Made By and Between



The Mayor and City Council of Cumberland,  
A Municipal Corporation of the State of Maryland

and



United Food & Commercial Workers, Local 1994  
Municipal and County Government Employees Organization

Cumberland City Police Department



July 1, 2015 to June 30, 2018

# TABLE OF CONTENTS

		<u>Page</u>
Preamble	-----	1
Witness	-----	1
Severability	-----	1
Article 1.	Purpose -----	1
Article 2.	Recognition -----	2
Article 3.	Union Representation -----	2
Article 4.	Probationary Period -----	3
Article 5.	Impasse -----	3
Article 6.	Management Rights -----	4
Article 7.	Seniority -----	5
Article 8.	Rehire Policy-----	6
Article 9.	Lateral Entry -----	7
Article10.	Salary and Wage Rates -----	7
Article 11.	Work Schedules; Attendance; Hours of Work -----	9
Article 12.	Promotion -----	11
Article 13.	Temporary Assignments-----	11
Article 14.	Court Time -----	12
Article 15.	Meal and Travel Allowance -----	13
Article 16.	Training Time -----	13
Article 17.	Clothing & Laundering Allowance -----	14
Article 18.	Holiday Leave -----	14
Article 19.	Annual Leave -----	15
Article 20.	Sick Leave -----	17
Article 21.	Other Leave -----	19
Article 22.	Military Training Leave -----	20
Article 23.	Military Service -----	21

<b>Article 24.</b>	<b>Leave of Absence -----</b>	<b>21</b>
<b>Article 25.</b>	<b>Benefits -----</b>	<b>21</b>
<b>Article 26.</b>	<b>Retirement -----</b>	<b>23</b>
<b>Article 27.</b>	<b>Grievance and Arbitration Procedure -----</b>	<b>24</b>
<b>Article 28.</b>	<b>Maintenance of Standards -----</b>	<b>26</b>
<b>Article 29.</b>	<b>Labor Management Relations Committee -----</b>	<b>26</b>
<b>Article 30.</b>	<b>Discrimination -----</b>	<b>26</b>
<b>Article 31.</b>	<b>Visitation -----</b>	<b>26</b>
<b>Article 32.</b>	<b>Working Conditions -----</b>	<b>27</b>
<b>Article 33.</b>	<b>Notice of Work Rule Changes -----</b>	<b>28</b>
<b>Article 34.</b>	<b>Reduction in Force -----</b>	<b>28</b>
<b>Article 35.</b>	<b>Safety and Health -----</b>	<b>28</b>
<b>Article 36.</b>	<b>Entirety and Modification Clause -----</b>	<b>29</b>
<b>Article 37.</b>	<b>Termination, Change or Amendment -----</b>	<b>29</b>
<b>Article 38.</b>	<b>Reopener -----</b>	<b>29</b>
<b>Appendix I</b>	<b>Wage Scale -----</b>	<b>31</b>

## PREAMBLE

This Agreement, made and executed in duplicate, this \_\_\_\_ day of **July, 2015**, by and between the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, hereinafter known as "*Employer*", and the United Food and Commercial Workers Local 1994 MCGEO, hereinafter referred to as "*Local 1994*" or "*Union*".

## WITNESS

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

## SEVERABILITY

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

## ARTICLE 1 Purpose

### 1.1 Partnership Agreement

- (a) It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to strive for good collective bargaining procedures, and to establish the best standards of wages, hours, working conditions and other conditions of employment possible, recognizing that the job of a police officer is unique in nature.
- (b) Items not expressly contained in this Agreement will remain the prerogative of the Employer. All terms of this Agreement will be subject to applicable provision of the Charter and Code of the City of Cumberland, and all amendments thereto.
- (c) The use of any gender, tense, or conjugation in this Agreement shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

## **ARTICLE 2**

### **Union Recognition and Security**

#### **2.1 Recognition Agreement**

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

#### **2.2 No Strike/No Lockout**

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

#### **2.3 Agency Shop**

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

#### **2.4 Deduction of Union Dues and Service Charges**

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

## **ARTICLE 3**

### **Union Representation**

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

### **3.2 Stewards/Bargaining Team**

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

### **3.3 Notification and Authorization for Attending City Meetings**

- (a) The Employer shall provide reasonable time, upon request to the Chief of Police, for members of the bargaining team to attend meetings for negotiations on City time. Such requests shall not be unreasonably denied.
- (b) Union stewards planning to attend meetings such as specified above will notify the Chief in writing at least five (5) calendar days in advance of the meetings.

### **3.4 New Employee Orientation**

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

## **ARTICLE 4 Probationary Period**

**4.1** Police Officers shall serve a probationary period of eighteen (18) months from the date of employment. If required, candidates will attend the first available academy upon being hired by the Employer.

## **ARTICLE 5 Impasse**

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

- (a) If the Employer or the Union concludes that an impasse has been reached on a proposal which has been in the negotiating process for no less than three (3) negotiating sessions, or fewer by mutual agreement, either party may refer to the impasse by delivering a written statement of its position to the other party together with a written notice of intent to invoke the procedures (Notice) hereinafter set forth.
- (b) Upon the issuance of the Notice, either party may notify the Federal Mediation and Conciliation Service (FMCS) of this fact, in writing, and request mediation. Copies of this notification shall be transmitted to the other party.
- (c) It shall be the function of the mediator to assist both parties without taking sides. The mediator shall make no public recommendations on the negotiation issues or public statements of finding of fact in connection with the performance of his service, nor any public statements evaluating the relative merits of the positions of the parties. The mediator shall make no public, confidential or other report concerning the issues except by mutual agreement of the parties, or as required by the FMCS.
- (d) Nothing in the Article will preclude either party from presenting, in the interest of reaching agreement, a proposal at any stage in the proceedings. By agreement, the parties may recall any referral at any stage in the proceedings.
- (e) If mediation is unsuccessful, FMCS shall appoint a fact finder who shall conduct a hearing and issue a decision within thirty (30) days after the request for mediation; a copy of the fact finder's decision shall be sent to the Employer and the Union.
- (f) The Employer and Union agree that the current agreement will continue in effect until both parties have acted upon this report.

## **ARTICLE 6**

### **Management Rights**

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

- (a) select and direct the working forces;
- (b) the right to hire, suspend or discharge for just cause;
- (c) assign, promote, or transfer;
- (d) to determine the amount of overtime to be worked;

- (e) to relieve employees from duty because of lack of work or other legitimate reasons;
- (f) decide the number and location of its facilities, stations, etc.;
- (g) determine the work to be performed within the unit;
- (h) maintenance and repair;
- (i) amount of supervision necessary;
- (j) machinery and tool equipment;
- (k) methods, schedules of work, together with the sections, procurement, designing, engineering, and the control of equipment and materials;
- (l) purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement; and
- (m) make reasonable and binding rules which shall not be inconsistent with this Agreement in accordance with established rules and regulations.

## **ARTICLE 7**

### **Seniority**

#### **7.1 Definition**

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

- (a) Rank
- (b) Date of Rank
- (c) Date of Police Certification through MPCTC (Maryland Police and Corrections Training Commissions)
- (d) Class standing in the law enforcement academy class from which they graduated.

#### **7.2 Breaks in Seniority**

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

### 7.3 Filling of Vacancies

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

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

### 7.4 Seniority List

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

## ARTICLE 8 Rehire Policy

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

### 8.2 Effect on other actions

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

## **ARTICLE 9 Lateral Entry**

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

## **ARTICLE 10 Salary and Wage Rates**

### **10.1 Wage Compression**

If any future hires that are brought in above the entry level step on the wage scale because of prior experience, all current bargaining unit members salaries shall be reviewed and adjusted if necessary to prevent wage compression.

### **10.2 Pay Policies**

The Employer will pay all employees biweekly.

### **10.3 Salary Schedules**

- (a) Police Officers covered under this Agreement shall be compensated pursuant to the pay schedule located in Appendix I of this Agreement.
- (b) The parties will hold reopener negotiation sessions to address the issue of wages for the second and third year of the Agreement. .
- (c) In the event the City's financial condition improves and there are funds in excess of that necessary to maintain their financial recovery, then the parties may reopen this Agreement to discuss wages for FY-2013.

### **10.4 Shift Differential**

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

### **10.5 Field Training Pay**

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

## 10.6 Overtime

- (a) When any employee works in excess of his regularly assigned work week or work schedule, he shall have the option of being paid at the rate of one and one-half (1 1/2) for such overtime worked, in addition to any other benefits to which they may be entitled; or they may elect to take compensatory time for overtime worked at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.
- (b) All overtime worked (*call outs and holdovers*) shall be rotated among the officers of the department, based upon procedures agreed to by an agent, and the Union. Call outs shall be managed by the senior member of the squad. Nothing herein shall prevent the department from making an assignment of overtime in an emergency situation requiring a response in recognition of those responsibilities to protect the public safety.
- (c) Double-time shall be paid if an employee is required to work more than sixteen (16) consecutive hours. In the event of a hold over, bargaining unit members working a twelve (12) hour shift must be given no less than eight (8) hours off between shifts.

### (d) Off-Duty Work

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

### (e) Grant Overtime

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

## 10.7 Acting Pay

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

### **10.8 Call Back Pay**

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

### **10.9 12 Hour Shift Compensation**

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

### **10.10 K-9 compensation**

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

### **10.11 Physical Fitness Incentive Bonus**

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

## **ARTICLE 11 Work Schedules; Attendance; Hours of Work**

### **11.1 12 Hour Shifts**

- (a) Officers scheduled to work a twelve (12) hour shift shall be scheduled seven (7) twelve (12) hour shifts each fourteen (14) day pay period for a total of eighty four (84) hours.
- (b) Officers working a twelve (12) hour schedule may be asked, or they may request to flex their schedule during a two (2) week pay period in lieu of receiving comp leave as explained in article 10.9 of this Agreement.
- (c) Officers will be scheduled for an eight (8) hour shift during a two (2) week pay period at the discretion of the Chief or designee provided the following criteria have been met:
  - 1) The Officer must have a comp leave balance in excess of eighty (80) hours.

- 2) The Officer must work all six (6) twelve (12) hour shifts in the pay period to be scheduled for the eight (8) hour shift.
  - 3) Forms of paid leave taken during the pay period, i.e.: vacation, holiday, military leave, sick leave, etc., will not necessitate an eight (8) hour shift to be scheduled.
- (d) Officers who have not accumulated a balance of eighty (80) hours of comp leave may elect to earn comp leave in lieu of flex time.

## **11.2 8 Hour Shifts**

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

## **11.3 Lunch Periods and Breaks**

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

## **11.4 Shift Trading Policy**

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

- (a) Such substitution is in the same classification as the employee they are replacing. This provision may be waived provided the efficiency of the Police Department is not impaired and provided the affected supervisor(s) in charge agree(s) to the substitution;
- (b) The officer in charge of the shift, or officer in charge, is notified not less than three (3) days prior to the substitution becoming effective, except in the case of emergency, when notification may be made by phone;
- (c) Neither the City of Cumberland Police Department nor the Employer is held responsible for the enforcement of any agreement made between employees, nor shall the City of Cumberland Police Department nor the Employer incur any additional cost as a result thereof;
- (d) Shift trade agreements will be subject to a change in shift differential. Each employee agreeing to a shift trade will receive the differential for the shift they worked.

## **ARTICLE 12 Promotion**

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

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

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

**12.4** For an individual to be eligible to be promoted to the rank of Lieutenant, they must have four (4) years of continuous experience at the time of promotion in the rank of Sergeant at CPD.

## **ARTICLE 13 Temporary Assignments**

### **13.1 Temporary Assignments**

- (a) The Chief of Police may make temporary assignments of employees to positions other than those they normally perform in order to meet the requirements of the operations of the department.
- (b) Temporary assignments shall be for a period of no more than sixty (60) workdays.
- (c) Any position that requires more than sixty (60) workdays of temporary assignment shall be considered an open position, except in those instances where positions are open because of employees being on approved leave.
- (d) Special and/or temporary assignments will be posted. Said list will expire after sixty (60) days of posting and all officers will be eligible to sign for said special and/or temporary assignments. Special qualifications, where pertinent, and length of service will be given consideration when selection for such assignment is made.

- (e) The Chief of Police and Union agree that any Patrolman, Corporal and Sergeant who has an assignment other than patrol shift work can make a written request to be transferred back to the patrol unit, subject to the approval of the Chief of Police. The police officer shall be granted the transfer no later than twenty (20) working days after the request.
- (f) When courses/training assignments/schools are available, notice will be posted and all officers will be eligible to sign for said courses/training assignments/schools. This list will expire after sixty (60) days of posting. Length of service will be given consideration in selecting candidates for courses/training assignments/schools. When less than ten (10) days' notice is given for training assignments/schools/seminars/etc., a sign up will not be required. Selection will be made by the Chief of Police, giving consideration special qualifications, subject matter, officer's assignment, last school attended and length of service.

## ARTICLE 14 Court Time

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

- (a) From July 1, 2015 through June 30, 2016, off duty officers will be compensated for summoned appearances in District, Circuit and Juvenile Court in the amount of three (3) hours at the rate of one and one half (1 1/2) for both morning and afternoon appearances. Bargaining Unit Members will be compensated at one and one half (1 1/2) for each hour in court after the initial three (3) hours.**

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

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

- (a) The officer, with approval of the Chief of Police, may have such court appearance constitute their regular shift or portion thereof for the particular day or days.
- (b) In the event said court appearance is not counted as a regular shift or portion thereof, the officer shall be eligible for regular time payment or regular time off, to include reasonable travel time to the court site, subject to the approval of the Chief of Police.

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

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

## **ARTICLE 15 Meal and Travel Allowance**

### **15.1 Personal Vehicle Mileage Reimbursement**

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

### **15.2 Travel Reimbursement**

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

## **ARTICLE 16 Training Time**

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

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

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

**ARTICLE 17**  
**Clothing & Laundering Allowance**

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

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

**ARTICLE 18**  
**Holidays**

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

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) George Washington's Birthday
- (d) Good Friday
- (e) Memorial Day
- (f) Independence Day (July 4th)
- (g) Labor Day
- (h) Columbus Day
- (i) General Election Day
- (j) Veteran's Day
- (k) Thanksgiving
- (l) Day after Thanksgiving
- (m) Christmas Day
- (n) Employee's Birthday

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

## **18.2 Premium Holidays**

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

## **18.3 Compensatory Time for Holiday Work**

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

## **ARTICLE 19 Annual Leave**

### **19.1 Policy**

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

### **19.2 Accrual Rates**

- (a) Vacation shall be adjusted to July 1<sup>st</sup> next following employment in probationary status at the rate of 5/12 day for each month, or portion thereof, worked in the current fiscal year. Said vacation shall be taken during the next fiscal year. The Employer and Union agree that at a point in the future when it will be possible to have all city employees vacations schedules adjusted to the date of hire that said implementation shall be incorporated into this agreement.
- (b) When an employee is hired in the period January 1 to June 30, he shall earn forty (40) hours vacation during the first fully completed fiscal year;
- (c) When an employee is hired in the period July 1 to December 31, he shall begin earning vacation at the rate of eighty (80) hours during the first fully completed fiscal year.

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

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

**19.4** **Scheduling of Annual Leave**

On a quarterly basis, officers assigned to patrol shall submit vacation requests which shall be granted based upon rank/seniority with preferences granted to those requesting one or more week(s) in accordance with established practices.

**19.5** **Reservation Costs**

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

**19.6** **Cancellation or Alteration**

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

**19.7** **Separation Benefit**

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

**19.8** **Annual Leave Sell Back Policy**

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

**19.9** **Carry-Over**

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

**19.10** **Transfer of Annual Leave to Sick Leave**

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

## **ARTICLE 20**

### **Sick Leave**

#### **20.1 Accrual Rates**

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

#### **20.2 Use of Sick Leave**

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

#### **20.3 Requesting Sick leave**

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

#### **20.4 Medical Certification**

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

#### **20.5 Sick Leave Restriction**

- (a) If at any time an officer has more than three (3) sick leave occurrences within a twelve (12) month period, they will be placed on sick leave restriction. They will be required to produce a doctor's certificate before returning to work from any sick leave occurrences while on sick leave restriction. The doctor's certificate will state the officer's ability to return to work.
- (b) Sick leave occurrences covered by medical certification shall not count towards the above referenced three (3) occurrences within a twelve (12) month period.
- (c) Whenever employees are placed upon sick leave restriction, notice shall be given in writing to the employee. Employees shall be given the opportunity to respond to the notice.

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

## 20.6 FMLA

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

## 20.7 Records

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

## 20.8 Sick Leave Sell Back

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

For each hour of sick leave used a corresponding reduction in the hours available for bonus shall take place.

Those hours for which pay is received under this section shall also be deducted from the accumulated sick leave account of the employee.

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

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

<u>Sick Leave Hours</u>	<u>Bonus</u>
<b>700 Hours</b>	<b>40 Hours</b>
<b>1,400 Hours</b>	<b>80 Hours</b>

## **ARTICLE 21 Other Leave**

### **21.1 Bereavement Leave**

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

- (a) Five (5) working days shall be granted in the death of a spouse, parent, spouse's parent, child, stepchild or stepparent of the employee.
- (b) Three (3) working days shall be granted in the death of a brother, sister, grandparent, half-brothers and half-sisters, and stepbrothers and stepsisters.
- (c) One (1) working day for attendance at the funeral of a brother or sister of the employee's current legal spouse, spouse's grandmother; spouse's grandfather and that this provision shall also apply if the spouse is deceased and the employee is not remarried.

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

### **21.2 Emergency Leave**

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

### **21.3 Leave for Union Business**

- (a) Union Stewards shall be granted reasonable time off during work hours to investigate and settle grievances, and conduct other official Union business.
- (b) Union Stewards shall be granted as a group a minimum of twenty (20) days in total each fiscal year to be distributed as determined by the stewards to attend Union training. Up to five (5) additional days may be granted upon mutual agreement of the parties.
- (c) The Union will notify the Chief or designee in writing at least three (3) days in advance of the meetings. This three (3) day notice may be waived upon mutual agreement of the parties.

#### **21.4 Disability Leave**

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

#### **21.5 Jury Duty**

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

### **ARTICLE 22 Military Training Leave**

#### **22.1 Definition**

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

#### **22.2 Annual Training**

Any employee who is a member of the National Guard, or of any Reserve Component of the Armed Forces of the United States, will be entitled to a leave of absence of fifteen (15) days without loss of time or annual leave, during which they are engaged in the performance of official duty as a result of being federalized, or while on annual training duty in this State, or in the United States, under competent orders. Additional time may be permitted at the discretion of the Chief of Police upon receipt of competent orders. While on such leave, they shall be paid their regular gross salary less the amount received from the federal and/or state for their training.

#### **22.3 Weekend Training**

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

## **ARTICLE 23 Military Service**

**23.1** It shall be the policy of the Employer to guarantee seniority to its permanent employees, who volunteer or are called to active military service during a National emergency, a position upon their return to civilian life equal to the one they left, provided the employee makes application within ninety (90) days after being released under honorable conditions for such military service. Permanent employees who volunteer or are called for active military service shall be paid at the date they leave department employ for all accrued vacation to their credit at that date.

**23.2** The parties agree to discuss the current City military reimbursement practice at LMRC.

## **ARTICLE 24 Leave of Absence**

### **24.1 Eligibility**

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

### **24.2 Effect on Other Actions**

- (a) Seniority shall accumulate during leave of absence requests granted under the provisions of this Agreement related to personal illness, illness in the immediate family or disability. Employees shall be returned to the position they held at the time the leave of absence was requested.
- (b) Seniority with respect to all other leave of absence requests granted under the provisions of this Agreement is reassigned for any period equal to the period of separation.

## **ARTICLE 25 Benefits**

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

### **25.2 Coverage During Leave of Absence**

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

### 25.3 Co-Pay Schedule

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

(b) Insurance Premiums

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

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

(c) Prescription Benefit

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

### 25.4 Optical Benefit

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

### **25.5 Life Insurance**

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

### **25.6 Retiree Benefit**

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

### **25.7 Health Coalition**

The Employer and the Union agree to participate in a "Health Coalition" with the other collective bargaining units to study plan design, utilization trends, quality control, measures, disease management and any other cost containment measures in an effort to enhance benefits and/or reduce the overall cost of health insurance to the Employer and its participating employees. Any savings realized as a result of the Health Coalition will go towards funding this Agreement and any other bargaining unit labor cost initiatives the parties mutually agree to.

## **ARTICLE 26 Retirement**

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

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

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

## **ARTICLE 27**

### **Grievance and Arbitration Procedure**

#### **27.1 Definitions**

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

#### **27.2 Procedure**

Grievances shall be settled in the following manner:

##### **Step 1:**

A grievance must be initiated no later than thirty (30) working days from the date of the occurrence of the act or acts giving rise to the grievance. Grievances are initiated by the Union representative filing written notice of the grievance with the Chief of Police or his designee (the "Designee") within the time frame aforesaid. The notice shall site the specific Section and Article of this Agreement which is alleged to have been violated, misinterpreted or improperly applied and a brief summary of the facts supporting that contention. The Chief or Designee, with the Lieutenant in Charge, shall discuss the grievance with the grievant within ten (10) working days of the Chief's/Designee's receipt of the notice of the grievance. The only persons entitled to be present at this meeting shall be the Chief of Police or Designee, one other Employer representative, the grievant and the Union. The Chief or Designee shall respond in writing to the said grievance within ten (10) working days following the discussion thereof. The Chief of Police's appointment of a Designee for the purposes of this Article of this Agreement shall be effective upon the date the Chief of Police provides written notice of the said appointment to the Union. In absence of the provision of such notice, there shall be no Designee for the purposes of this Article of this Agreement.

##### **Step 2:**

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

**Step 3:**

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

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

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

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

**27.3 Costs**

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

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

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

**27.6 Time Limits**

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

**ARTICLE 28**  
**Maintenance of Standards**

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

**ARTICLE 29**  
**Labor Management Relations Committee (LMRC)**

**29.1** Definition

A departmental Labor Management Relations Committee (LMRC) is hereby established in order to foster cooperative labor relations between the Employer and the Union and to attempt to resolve matters that affect bargaining unit employees.

**29.2** Procedure

The LMRC shall meet a minimum of twice a year to discuss workplace issues of concern to the Employer and the Union that cannot otherwise be resolved at a lower level. The Employer and the Union shall exchange proposed agenda items two (2) weeks in advance of each meeting. The Employer and the Union shall each have the right to appoint no more than three (3) persons to serve on the committee.

**ARTICLE 30**  
**Discrimination**

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

**ARTICLE 31**  
**Visitation**

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

- (a) Post Union notices.

- (b) Attend negotiating meetings.
- (c) Transmit communications authorized by the local Union or its offices to the Employer or its representatives.
- (d) Consult with the Chief of Police or his representative, local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement.

### **31.2 Bulletin Boards**

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

## **ARTICLE 32 Working Conditions**

### **32.1 Personal Protective Equipment**

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

### **32.2 Uniforms and Equipment**

- (a) The Employer shall furnish equipment, clothing, shoes, and supplies for the protection of the employee in the exercise of their duties under the most hazardous conditions. Such equipment, clothing, shoes, and supplies shall be the best quality for the job as determined by the Chief of Police after consultation with the suppliers of these items. There shall be at least three (3) styles of shoes available.
- (b) The Employer shall be responsible for having all required patches, chevrons, service stripes, etc., attached to uniforms.
- (c) The Employer shall provide for replacement of shoes when feasible.

### **32.3 Parking**

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

### **ARTICLE 33**

#### **Notice of Work Rule Changes**

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

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

### **ARTICLE 34**

#### **Reduction in Force**

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

### **ARTICLE 35**

#### **Safety and Health**

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

**ARTICLE 36**  
**Entirety and Modification Clause**

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

**ARTICLE 37**  
**Termination, Change or Amendment**

**37.1** This Agreement shall be effective July 1, **2015** and remain in full force and effect until June 30, **2018** for all provisions of this Agreement. It shall be automatically renewed from year-to-year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party, in writing, not less than **sixty (60)** days prior to **June 30, 2018**, or no less than **sixty (60)** days prior to the last day of any renewal term thereafter. **Notwithstanding anything to the contrary herein, each of the parties has the right to terminate this Agreement at the end of each year of its initial three (3) year term by giving the other party written notice of said termination not less than sixty (60) days prior to the end of each of those years. By way of illustration, should a party wish to terminate this Agreement at the end of the first year of its initial term, that party must provide written notice of the termination to the other party no later than May 1, 2016.**

**ARTICLE 38**  
**Reopener**

**38.1** The parties will hold reopener negotiation sessions to address the issue of Wages and Economics for the second and third year of the Agreement. The reopener session for the second year of the Agreement shall begin no later than **April 1, 2016** and shall conclude no later than **June 15, 2016**. The reopener session for the third year of the Agreement shall begin no later than **April 1, 2017** and shall conclude no later than **June 15, 2017**.

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

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

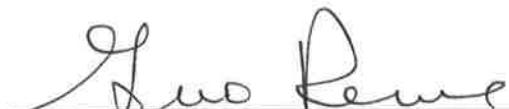
**MAYOR AND CITY COUNCIL OF CUMBERLAND**

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

**ATTEST**

\_\_\_\_\_  
Marjorie Woodring, City Clerk

**UFCW LOCAL 1994 MCGEO**

  
\_\_\_\_\_  
Gino Renne, President

### Appendix I

<b>Step</b>	<b>Entry</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>11</b>	<b>14</b>	<b>17</b>	<b>20</b>	<b>25</b>
<b>Sergeant</b>	46,571	47,503	48,453	49,422	50,410	51,417	52,445	53,495	54,564	55,656	56,768
<b>Corporal</b>	43,000	43,860	44,737	45,632	46,545	47,477	48,426	49,395	50,383	51,391	52,421
<b>Patrolman</b>	36,663	37,397	38,145	38,908	39,686	40,480	41,290	42,118	42,958	43,816	44,693

Employees are to be compensated at each appropriate step effective on their anniversary date at the start of each designated longevity year.

**WORD INDEX**

**A**

- acting pay, 9
- agency shop, 2
- allowances. See reimbursements and allowances
- alteration of vacations, 16
- amendment of Agreement, 28, 29
- American Arbitration Association, 25
- annual leave, 15–16
- annual military training, 20
- arbitration of grievances, 24–25
- assignments
  - acting pay, 9
  - management rights regarding, 4
  - temporary or special, 11–12

**B**

- bargaining team, 3
- benefits, 21–23
- bereavement leave, 19
- best practices and procedures, 1
- breaks, in seniority, 5, 6
- breaks, rest and meal, 10
- bulletin boards, 27

**C**

- call back pay, 9
- call outs, 8
- canceled vacations, 16
- carry-over of time off, 16
- check off, 2
- City Council and Mayor of Cumberland. See Employer
- city meetings, 3
- clothing
  - allowances, 14
  - Employer provision of uniforms, 27
- co-pay schedule for insurance benefits, 22
- comp leave
  - court time, 12
  - holiday work, 14
  - twelve-hour shifts, 9
- conjugations and tenses, 1
- costs. See *also* reimbursements and allowances

- arbitration of grievances, 25
- fees and dues, 2
- reservation costs due to rescheduling vacations, 15
- court time, 12
- covered employees, 2
- Cumberland, Mayor and City Council of. *See* Employer

## D

- date
  - effective date of Agreement, 29
  - making and execution of Agreement, 1
- death in the family, bereavement leave for, 18–19
- disability leave, 19
- discharge or termination
  - accrued vacation time, 16
  - breaks in seniority, 5, 6
  - management rights regarding, 4
  - reductions in force/layoffs, 28
  - rehire policy, 5
- discrimination prohibition, 26
- double-time, 8, 14
- dues and fees, 2

## E

- effective date of Agreement, 29
- eight-hour shifts, 10
- emergency leave, 19
- Employer (Mayor and City Council of Cumberland)
  - city meetings, notification of, 3
  - items not expressly contained in Agreement as prerogative of, 1
  - LMRC (Labor Management Relations Committee), 26
  - maintenance of standards, 26
  - management rights of, 4–5
  - no lockout agreement, 2
  - as party to agreement, 1
  - recognition of Union as exclusive bargaining agent, 2
  - uniforms and equipment, provision of, 27
- entirety and modification clause, 28
- equipment and facilities, 4, 27
- eyeglasses, 22–23

**F**

facilities and equipment, 4, 27  
Fair Labor Standards Act (FLSA), 13  
Family and Medical Leave Act (FMLA), 18  
Federal Mediation and Conciliation Service (FMCS), 4  
fees and dues, 2  
field training pay, 7  
fitness, 10  
firings. See discharge or termination  
flex time, 9  
FLSA (Fair Labor Standards Act), 13  
FMCS (Federal Mediation and Conciliation Service), 4  
FMLA (Family and Medical Leave Act), 18  
free parking, 27  
funerals, bereavement leave for, 18–19

**G**

gender usage, 1  
glasses, 22–23  
good practices and procedures, 1  
grant overtime, 8  
grievance and arbitration procedure, 24–25

**H**

harmonious relations, Agreement striving for, 1  
health and safety hazards, 28  
health care benefits, 21–23  
Health Coalition, 23  
hiring of employees, 4  
holdovers, 8  
holidays, 14

**I**

impasse, 3–4  
insurance benefits, 21–23  
items not expressly contained in Agreement, 1

## J

jury duty, 19

## K

K-9 handlers, 10

## L

Labor Management Relations Committee (LMRC), 10, 21, 26

lateral entry, 7

laundry allowance, 14

Law Enforcement Officers of the State of Maryland Pension System (LEOPS), 23

layoffs, 28

leave. See time off

leave of absence, 21

LEOPS (Law Enforcement Officers of the State of Maryland Pension System), 23

life insurance, 23

LMRC (Labor Management Relations Committee), 10, 21, 26

Local 1994. See Union

lockouts, 2

loss of seniority, 5

lunch periods, 10

## M

maintenance of standards, 26

management rights, 4–5

Mayor and City Council of Cumberland. See Employer

meals

    lunch periods, 10

    travel reimbursements and allowances, 12

mediation of impasse, 4

medical benefits, 21–23

medical certification for sick leave, 17

military service, 21

military training, time off for, 20

modification of Agreement, 29

## N

## negotiations

- bargaining team, 3
- entirety and modification clause, 28
- impasse, 3–4
- reopening, 28, 29
- Union Stewards, 2–3
- visitation rights, 27

## new employee orientation, 3

## notification and notice posting

- bulletin boards, 27
- city meetings, 3
- impasse, 4
- temporary or special assignments, 11, 12
- termination, amendment, or modification of Agreement, 29
- Union notices, 26, 27
- vacancies, 6
- work rule changes, 28

## O

## occupational safety and health hazards, 28

## off-duty work, 8

## optical benefits, 22–23

## overtime

- management rights, 4
- pay schedule, 8

## P

## parking, 27

## parties to Agreement, 1

## Partnership Agreement, 1

pay. *See* salaries and wages

## pensions, 23

## personal protective equipment, 27

## personal vehicles, use of

- court time, 12
- parking, 27
- reimbursements and allowances, 12

## physical fitness incentive bonus, 9

## picketing, 2

## plural and singular usage, 1

## political check off, 2

posting. *See* notification and notice posting

- prescription drug coverage, 22
- prior service credits, 7
- probationary period, 3
- promotions
  - eligibility for, 11
  - management rights regarding, 4
- purpose of Agreement, 1

## R

- Recognition Agreement, 2
- records
  - grievances, 25
  - sick leave, 18
- reductions in force, 28
- refusal to work, 2
- rehire policy, 5
- reimbursements and allowances
  - clothing, 13
  - reservation costs due to rescheduling vacations, 15
  - training, 13
  - travel and meals, 12
- relief from duty, 4
- remuneration. See salaries and wages
- reopening negotiations, 29
- reservation costs due to rescheduling vacations, 15
- retirement benefits, 8, 23

## S

- safety and health hazards, 28
- salaries and wages, 7–9
  - accrued vacation time, 16, 20
  - acting pay, 9
  - biweekly payment of, 7
  - call back pay, 9
  - canceled or altered vacation time, work time requiring, 16
  - court time, 12
  - disability leave, 19
  - field training pay, 7
  - jury duty, 19
  - K-9 handlers, 9
  - overtime pay, 8
  - premium holidays, 14
  - schedule of, 7, 30
  - shift differentials, 7, 10

- twelve-hour shifts, 9
- vacancy postings, 6
- wage compression, 7
- schedules of work. *See* work schedules
- scheduling annual leave, 15
- selection of employees, 4
- sell back policy
  - annual leave, 16
  - sick leave, 18
- seniority, 5–6
  - breaks in/loss of, 5
  - defined, 5
  - leaves of absence, 21
  - reductions in force/layoffs, 28
  - rehires, 6
  - vacancies, 6
- seniority list, 6
- separation from employment. *See* discharge or termination
- severability of Agreement, 1
- shift differentials, 7, 10
- shifts. *See* work schedules
- sick leave, 17–18
  - accrual rates, 17
  - annual leave transferred to, 17
  - FMLA policy, 18
  - medical certification, 17
  - records, 18
  - requests for, 17
  - sell back policy, 18
  - use of, 17
- sick leave restriction, 17
- sickouts, 2
- singular and plural usage, 1
- special or temporary assignments, 11–12
- standards, maintenance of, 26
- Stewards representing Union, 2–3, 19
- strikes, 2
- suspension, 4

## T

- temporary or special assignments, 11–12
- tenses and conjugations, 1
- termination of Agreement, 29
- termination of employees. *See* discharge or termination
- time limits on arbitration of grievances, 25
- time off, 14–21. *See also* comp leave; sick leave

- accrued vacation time, payment for, 16, 20
- altered or canceled, 16
- annual leave, 15–16
- bereavement leave, 19
- breaks, 10
- carry-over, 16
- disability leave, 19
- emergency leave, 19
- holidays, 14
- jury duty, 20
- leave of absence, 21
- lunch periods, 10
- military service, 21
- military training, 20
- scheduling, 15
- sell back policy for annual leave time, 16
- training time, 13
- twelve-hour shifts, officers on, 9
- for Union business, 19
- trading shifts, 10
- training
  - field training pay, 7
  - reimbursement for, 13
  - temporary or special assignments, 12
- transfers
  - management rights regarding, 4
  - from temporary or special assignments, 11
- travel
  - court time, 12
  - reimbursements and allowances, 12
- twelve-hour shifts, 9, 14

## U

- uniforms
  - clothing allowances, 13
  - Employer provision of, 27
- Union (United Food and Commercial Workers Local 1994 MCGEO)
  - discrimination based on membership in, 26
  - dues, 2
  - as exclusive bargaining agent, 2
  - grievance procedures, Union Representatives in, 24–25
  - LMRC (Labor Management Relations Committee), 26
  - maintenance of standards, 26
  - no strike agreement, 2
  - notices, posting, 26, 27
  - as party to agreement, 1

- Stewards representing, 2–3, 19
- time off for Union business, 19
- visitation rights, 26–27
- unlawful and unenforceable Articles, 1

## V

- vacancies, 6
- vacation. *See* time off
- visitation rights of Union representatives, 26–27

## W

- wage compression, 7
- wages. *See* salaries and wages
- weekend military training, 20
- work rule changes, 28
- work schedules, 9–10
  - breaks and lunch periods, 10
  - court time, 12
  - eight-hour shifts, 10
  - flex time, 9
  - holidays, 14
  - kennel time for K-9 handlers, 9
  - management rights, 4
  - shift differentials, 7, 10
  - trading shifts, 10
  - twelve-hour shifts, 9, 14
- work stoppages or slowdowns, 2
- working conditions, 4–5, 27
- workplace safety and health hazards, 28