Regular Council Agenda
July 7, 2015

Description

Recognition of the officers of the Cumberland Police Department who provided public safety support during the April, 2015 unrest in Baltimore, Maryland

Approval, Acceptance / Recommendation

Officers taking part in the CERT response team dispatched to Baltimore:
Lt. Brian Lepley
Pfc. Christopher Mullaney
Pfc. Donald Jenkins
Pfc. James Beck
Pfc. Joshua Keckley
Pfc. Jesse Ritter

☐ Budgeted

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

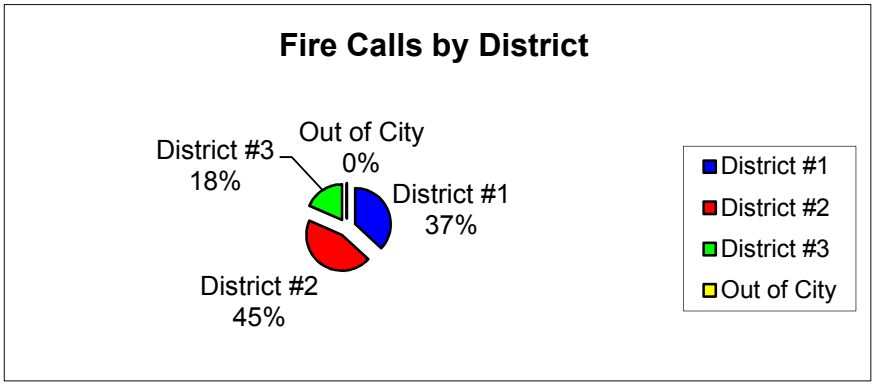
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF MAY, 2015
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 103 Fire Alarms:

Responses by District:	
District #1	38
District #2	46
District #3	19
Out of City	0
	103



Number of Alarms:	
First Alarms Answered:	102
Working Alarms Answered:	1
	103

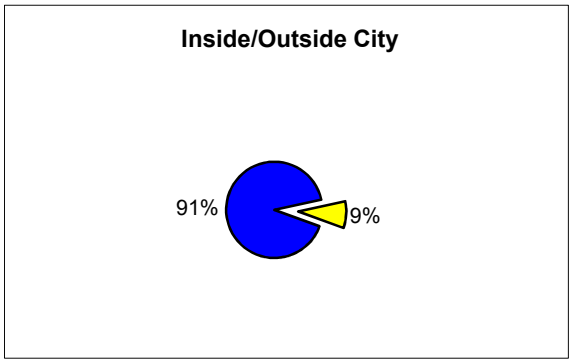
Calls Listed Below:	
Property Use:	
Public Assembly	2
Educational	1
Institutional	7
Residential	55
Industrial, Utility	1
Stores and Offices	5
Storage	1
Special Properties	31
	103

Type of Situation:	
Fire or Explosion	12
Overpressure, Rupture	1
Rescue Calls	52
Hazardous Conditions	5
Service Calls	12
Good Intent Calls	11
False Calls	10
	103

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in May:	$2,520.00
Total Fire Service Fees for Fire Called Billed by Medical Claim-Aid Fiscal Year to Date:	$30,400.00
Fire Service Fees for Fire Calls Paid in May:	$650.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$11,418.26
Fire Service Fees for Inspections and Permits Billed in May:	$150.00
Fire Service Fees for Inspections and Permits Paid in May:	$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,750.00

Cumberland Fire Department Responded to 526 Emergency Medical Calls:

In City Calls	479
Out of City Calls	47
Total	526



Total Ambulance Fees Billed by Medical Claim-Aid in May, 2015:	$167,259.50
Ambulance Fees Billed Fiscal Year to Date:	$1,554,876.93
Ambulance Fees Paid: Revenue received in May, 2105:	$93,863.23
FY2015 Ambulance Fees Paid in FY2015:	$885,760.45
Total Ambulance Fees Paid in FY2015: (Includes all ambulance fees, previous and current fiscal years, paid in FY2015.)	$987,585.94

Cumberland Fire Department Responded to 20 Mutual Aid Calls:

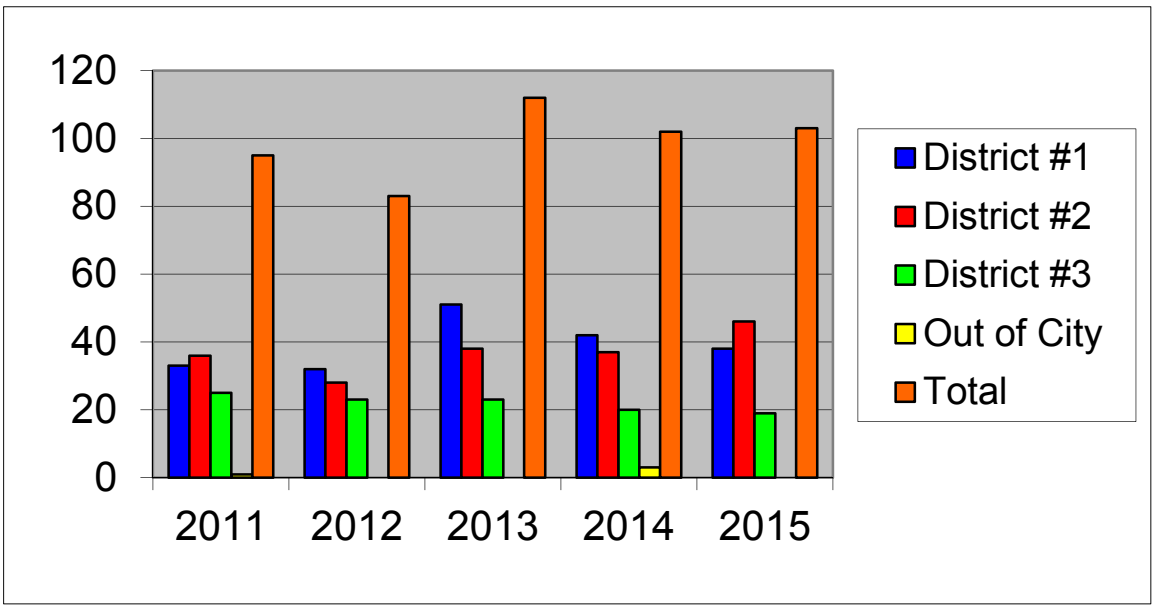
20	Mutual aid calls within Allegany County
0	Mutual aid calls outside of Allegany County
20	

Cumberland Fire Department Responded to 27 Medic Assist Calls:

15	Paramedic assist calls within Allegany County
12	Paramedic assist calls outside of Allegany County
27	

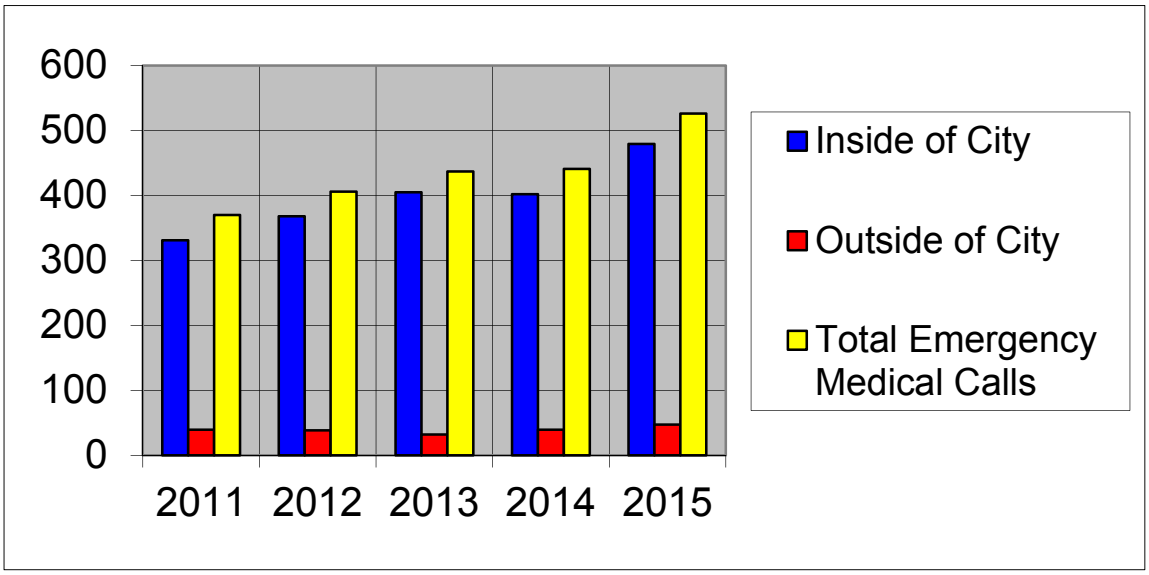
Fire Calls in the Month of May for a Five-Year Period

	2011	2012	2013	2014	2015
District #1	33	32	51	42	38
District #2	36	28	38	37	46
District #3	25	23	23	20	19
Out of City	1	0	0	3	0
Total	95	83	112	102	103



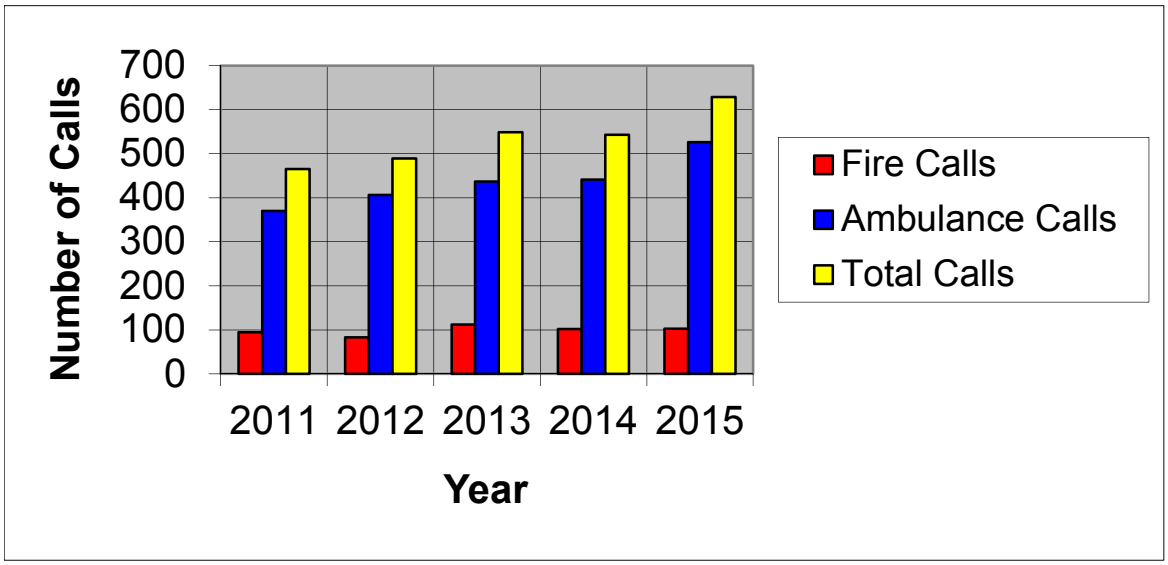
Ambulance Calls in the Month of May for a Five-Year Period

	2011	2012	2013	2014	2015
Inside of City	331	368	405	402	479
Outside of City	39	38	32	39	47
Total Emergency Medical Calls	370	406	437	441	526



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

	2011	2012	2013	2014	2015
Fire Calls	95	83	112	102	103
Ambulance Calls	370	406	437	441	526
Total Calls	465	489	549	543	629



Training

Training Man Hours:	199

Training Listed Below:	
Safety	9.00
Hose Operations	20.00
SCBA Inspection and Care	11.00
Inservice Inspections	7.50
EMS Protocol Updates	22.00
Protocol Update	56.00
Communication Equipment	14.00
Ladder Training	3.50
Foam and Appliances	24.00
Physical Fitness	8.50
Extrication	9.00
Rapid Intervention	10.00
Water Supply	4.50
	199.00

Fire Prevention Bureau

Complaints Received	0
Conferences Held	72
Correspondence	11
Inspections Performed	3
Investigations Conducted	5
Pre-Plans	6
Plan Reviews	0

Personnel

Lieutenant/EMT-B Stephen L. Grogg was promoted to Junior Captain on May 24, 2015.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
July 7, 2015

Description
Fire Department Monthly Report for May, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
David F. Kauffman

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: May 5, 2015

***Pledge of Allegiance**

I. ROLL CALL

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

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

Mayor Grim recognized Krista Kull, a professional from the Humphrey Fellowship Program, who would be working in the Economic Development Office for the next month. Ms. Kull, from Viljandi Estonia, was also representing the City of Viljandi as Cumberland's partner in the Sister City Program.

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of the City Star to Joe Metzner in recognition of his clean-up efforts on Oldtown Road.

Mr. Metzner was unable to attend to accept the award.

(B) Recognition of Sgt. James Hott for his receipt of the Sam Walker Lifetime Achievement Award for DARE Officers, naming him Maryland Dare Officer of the Year for 2015.

Chief Hinnant recognized special guests who were in attendance in support of Sgt. Hott and PFD Fraley. The guests included Allegany County Board of Education members Dr. Edward Root, Wayne Foote, Nicholas Hadly; Benjamin Brauer, ACPS representative; members of the Hott and Fraley families; Claude Nelson, MD State DARE Coordinator; Linday Hall, DARE Regional Coordinator; Sheriff Craig Robertson; and Ms. Karen Goetschius, 5th grade teacher at South Penn Elementary School.

Ms. Goetschius, who nominated Sgt. Hott for the award, spoke of his integrity, compassion, and desire to be there for the children. She stated he was the ultimate DARE officer and was very deserving of the award. Mr. Nelson provided background on the development of

the DARE program and advised that Sgt. Hott was unanimously selected this year for the award because he serves as a great role model and goes above and beyond the duties expected. Both Hott and Fraley were very active in the program state-wide and Hott had served on the Board as secretary the prior year. Councilman Kauffman stated that he worked with both Hott and Fraley in his role at Braddock Middle School and spoke of their abilities and the importance of the DARE program to the school system. Sheriff Robertson provided comments and stated that he greatly appreciated the partnership his department had with the DARE program.

(C) Recognition of PFC Chris Fraley for receipt of the Maryland DARE Officers Association Past President Award for 2014.

Chief Hinnant recognized special guests who were in attendance in support of Sgt. Hott and PFD Fraley. The guests included Allegany County Board of Education members Dr. Edward Root, Wayne Foote, Nicholas Hadly; Benjamin Brauer, ACPS representative; members of the Hott and Fraley families; Claude Nelson, MD State DARE Coordinator; Linday Hall, DARE Regional Coordinator; Sheriff Craig Robertson; and Ms. Karen Goetschius, 5th grade teacher at South Penn Elementary School.

Mr. Nelson provided background on the development of the DARE program and advised that PFC Fraley was very active in the state-wide program and had served as president during the past year. Councilman Kauffman stated that he worked with both Hott and Fraley in his role at Braddock Middle School, and spoke of their abilities and the importance of the DARE program to the school system. Sheriff Robertson provided comments and stated that the partnership his department had with the program was greatly appreciated.

(D) Certificate of Recognition presented to The Sandhir Foundation, in partnership with the Allegany County Public Schools, in appreciation for the Christmas card recycling project designed to bring holiday cheer to area seniors, nursing home residents, and veterans.

Ms. Sandhir provided background on the project that had begun 6 years ago and thanked the Board of Education, Ed Mullaney, and the local nursing homes for working with her to make the project successful and rewarding for the children.

(E) Recognition of the employees of the Cumberland Water Treatment Facility for receipt of the 2014 Award of Recognition from the PA Department of the Environmental Protection for outstanding efforts toward optimizing filter plant performance.

Rodney Marvin, Water Filtration Plant Superintendent, provided background on the award that was received by the department. He stated the award is an optimization program that works in collaboration with 21 different states and the program has very strict criteria on what is considered to be optimized drinking water. The award was provided to the department for meeting the criteria 24 hours a day, seven days a week. Mr. Marvin further noted that this was the second year in a row the award had been presented to the City. Mr. Marvin thanked his staff for their dedication and recognized those in attendance: Mike Crosten, Craig Michaels, and Brian Martz; as well as those who could not attend: Jason Phillips, Mike Smith, Larry Kenney, James Lindner, Mickey Shaffer, and Troy Carnell.

(F) Presentation from Shawn Hershberger, Economic Development Coordinator, on the establishment of local legislation to provide a Code Compliance Tax Credit to encourage private investment in existing structures.

Shawn Hershberger, Economic Development Coordinator, provided an update on Senate Bill 605, which was introduced in last year's legislative session, and discussed the next steps in the process. The City has asked the Delegation to introduce the bill, which will enable the City to provide a 50% tax credit on improvements to existing structures to bring them into compliance with modern codes. The program would require a minimum investment of $50,000 and no maximum limit would be set. The 50% credit would be applied only on qualifying investments, which would primarily be sprinkler systems, elevators, means of ingress and egress, and engineering and architectural services. The credit would be redeemable over a 10-year period and the recommendation was to provide city-wide implementation. With Council's approval, the next step would be to prepare City legislation to enable the credit.

Councilman Kauffman stated that this tax credit was ideal because it addressed the type of investment required to bring the property up to code, but did not necessarily add to the fundamental value of the property. The improvements would, however, change the property's usability.

Council provided consensus to proceed with the legislation.

III. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of March 17, 2015.

Item Action: Approved

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

(B) Administrative / Executive

1. Approval of the Administrative Session Minutes of April 7 and 21, 2015.

Item Action: Approved

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

ADMINISTRATIVE SESSION - April 7, 2015

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman; Jeffrey Rhodes, City Administrator; Michael Cohen, City Solicitor; Shawn Hershberger, Economic Development Coordinator; Cady Kirkwood, Economic Development Assistant; Ed Baker and Ted Donald, representatives of Pentex Development; Marjorie Woodring, City Clerk

NOTICE of intent to hold an Administrative Session on April 7, 2015 at 5:00 p.m. was

provided to the media and posted to the City's website on April 2, 2015.

MOTION to enter into Administrative Session to consider a business development proposal and to discuss union negotiations was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Sections 10-508 (a) (4) and (9).

TOPICS: Business development proposal; union negotiations

ADMINISTRATIVE SESSION - April 21, 2015

PRESENT: Mayor Brian K. Grim; Council Members Seth Bernard, David Caporale, David Kauffman; Jeffrey Rhodes, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk

ABSENT: Councilwoman Nicole Alt-Myers

NOTICE of intent to hold an Administrative Session on April 21, 2015 at 5:45 p.m. was provided to the media and posted to the City's website on April 17, 2015.

MOTION to enter into closed Administrative Session to discuss union negotiations was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 4-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (9).

TOPICS: Union negotiations

IV. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - authorizing the conveyance of 446 Bond Street to Robert T. Fravel and Brenda M. Fravel for the sum of $1,500 payable by terms of a promissory note.

   Mr. Rhodes provided background information on the intent of the Ordinance, stating that 446 Bond Street was a former blighted property which had been demolished, leaving a small lot. Mr. Fravel was an adjacent property owner and it was recommended that transfer of the parcel to him would be the best use of the property.

   FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilman Kauffman, seconded by Councilman Caporale, and passed on a vote of 5-0.

(B) Orders (Consent Agenda)

1. Order approving the submission of an application to the Department of Housing and Community Development for 2015 CDBG entitlement funding in the amount of $730,042.

   Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a

vote of 5-0.

ORDER NO. 25,808

2. Order authorizing the execution of a Contract of Sale for the purchase of 406 Park Street from Kevin Rowley for the amount of $33,300, setting forth certain contingencies for the sale, authorizing an extension of 60 days for the closing if necessary, and authorizing the City Administrator and City Solicitor to execute documents to facilitate the transfer.

   Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

   ORDER NO. 25,809

3. Order authorizing the execution of the sole source purchase and installation of Greener Volts LED Light Upgrade, reducing electrical consumption by approximately 63% and maintenance costs related to a variety of interior lighting in the Public Safety building. The cost is $57,251, but the City will receive back $36,920 through the Potomac Edison Incentive Program, making final cost for this project $20,331.

   Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

   ORDER NO. 25,810

4. Order authorizing the execution of an Agreement for Fees and Satisfaction of Self-Insured Retention with the firm of Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., to define rates of service relative to the case of Larry E. Ealy, Sr. vs. City of Cumberland Police Department, in an amount not to exceed $25,000.

   Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

   ORDER NO. 25,811

5. Order rescinding Order No. 25,805 dated April 21, 2015 authorizing the trade-in of a surplus 2001 Chevrolet pick-up truck to Timbrook Automotive. The vehicle will be held for surplus sale.

   Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

   ORDER NO. 25,812

6. Order authorizing the execution of a Contract of Sale for the purchase of 529-531 Maryland Avenue from Vonnie M. Duckworth for the amount of $50,000, setting forth certain contingencies for the sale, authorizing an extension of 60 days for the closing if necessary, and authorizing the City

Administrator and City Solicitor to execute documents to facilitate the transfer.

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,813

7. Order authorizing the execution of a Lease Agreement with Coach's Entertainment Enterprises, LLC, T/A Mezzos, to permit the use of a portion of rights-of-way in the area of 114 S. Centre St. for entertainment purposes.

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,814

8. Order authorizing the execution of a Contract of Sale for the purchase of 224-226 Cecelia Street from Vonnie M. Duckworth for the amount of $13,675, setting forth certain contingencies for the sale, authorizing an extension of 60 days for the closing if necessary, and authorizing the City Administrator and City Solicitor to execute documents to facilitate the transfer.

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,815

9. Order authorizing the Sole Source purchase of 20 Gutermann Zonescan Correlating Loggers and 1 Gutermann Communication Package with Android Tablet and 2 days training from The C.I. Thornburg Company, Inc., in the amount not to exceed $29,700.00.

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,816

10. Order declaring certain vehicles and equipment which are no longer of use to the City to be surplus and authorized for sale.

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,817

11. Order authorizing the execution of a Lease Agreement with R&M Variety Store Limited Liability

Company, located at 100 Baltimore Street, to allow for the use of the public right-of-way in front of the business on Centre and Baltimore Streets to sell merchandise.

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

ORDER NO. 25,818

V. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Larry Brock, 914 Lexington Avenue, Cumberland, spoke regarding the proposed bike lane. Mr. Brock stated that he bikes extensively and has observed that bike lanes have been successfully established in much larger cities. He noted that bike lanes create active communities, help to market neighborhood properties, and promote active communities which help to create a strong economic environment. He encouraged the Mayor and Council to take the issue at hand, put in the bike lanes on Frederick Street and the "share the road" signs on Bedford Street, and start to make the community a little more active, healthy, and economically improved.

Councilman Kauffman stated that the Mayor and Council had spent a great deal of time and energy on this topic because it was felt that the merits of the argument from the cycling community as well as from the residents were valid and warranted consideration. Any assertion that the decision to be reached was a foregone conclusion was a misstatement of fact. He stated that extremists in both camps have not helped the conversation and he found the fact that the Mayor's home had been vandalized to be offensive and counterproductive. He stated the Mayor and Council were committed to moving the city forward and he personally felt the trial was an effective way to find answers to questions that needed answered prior to making a decision and had been well worth the effort put forth.

Councilwoman Alt-Myers stated that she had taken the time to walk the Bedford and Frederick St. neighborhoods and talk with the neighbors. Likewise she has listened to fellow bikers in the trail group and considered emails and letters received. She stated she had been adamant that the bike lane was a win-win for everyone that would provide a buffer to residents getting in and out of their cars, provide safety for cyclists, and help with the speed issue. Since the trial, however, she has seen many instances of people racing to get to one lane when the cones come up. Therefore she would like to propose a compromise.

MOTION: Councilwoman Alt-Myers motioned to keep the integrity of both lanes, but do a "share the road" with makings, arrows, and signage, pending SHA approval.

Councilman Kauffman questioned the physical spacing logistics of a "share the road" lane.

Dr. Jack Murray, member of the Bicycle Advisory Commission, stated that the current law requires vehicles to allow at least a 3-foot space when passing mopeds or bikes. He stated that he personally felt that "share the road" arrows painted on the roadway would be a waste of grant resources as they would disappear after a couple years and did not adequately help bike safety. He further stated that "share the road" signs are often not seen because they are blocked from view by parked vehicles. Both Dr. Murray and Mr. Brock, speaking on behalf of the biking community, agreed that it would be better to do nothing rather than use "share the road" and signage.

Mayor Grim stated that he had serious hesitation and concern about implementing a sign policy that will be directed to folks who are already showing they don't respect the biking community by swerving at them while they're riding legally on the streets.

Councilwoman Alt-Myers asked that a vote be called on her previous motion and restated the motion.

MOTION: Councilwoman Alt-Myers motioned that, pending SHA approval, the City implement the "share the road" arrows on Frederick Street as well as "share the road" signage so that both lanes would still be able to be used. Councilman Caporale seconded the motion. The motion passed on a vote of 3-2 with Mayor Grim and Councilman Bernard voting nay.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:00 p.m.

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
David F. Kauffman

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: May 19, 2015

***Pledge of Allegiance**

I. ROLL CALL

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Donald Dunn, Fire Chief; Cpt. Gregory Leake, CPD; Marjorie Woodring, City Clerk

Councilman Kauffman stated that it would be necessary for him to leave the meeting early because his son was in a concert that evening and he was the school administrator on-duty as well. Councilman Kauffman departed at 6:45 p.m.

II. PROCLAMATIONS

(A) Proclaiming the week of May 17 - 23 to be Food Allergy Awareness Week in the City of Cumberland

Mayor Grim read the proclamation and presented it to Emily Cerda who spoke as an advocate of those who live with food allergies. She spoke about the symptoms of allergies and what people can do to help lower the risk of allergic reactions and spread awareness throughout the community. Colby Cerda also spoke about his personal experiences with food allergies.

(B) Proclaiming Thursday, May 21, 2015 "Paint the Town Blue for Police Day" in the City of Cumberland

Mayor Grim read the proclamation and Officer McCoy of the Cumberland Police Department accepted the proclamation.

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of the Tree City USA Award to the City of Cumberland by the MD Department of

Natural Resources

Becky Wilson, forester with the Maryland Forest Service within the Maryland Department of Natural Resources, stated that although Arbor Day festivities had been rained out this year, the Department had wanted to acknowledge the City's efforts to care for its trees and forests. She stated the City of Cumberland has been a Tree City USA award recipient for 18 years and discussed the criteria for being part of that program. Ms. Wilson presented the City's award for 2014 and noted that because the City has been a recipient for 10 years in a row, the City will also receive a Sterling Award to acknowledge its efforts to continue to grow the program.

IV. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for April, 2015

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

(B) Fire

1. Fire Department monthly report for April, 2015

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

(C) Administrative Services

1. Administrative Services monthly reports for March and April, 2015

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

(D) Public Works

1. Utilities Division & Central Services monthly report for April, 2015

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

2. Maintenance Division monthly report for April, 2015

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

3. 2014 Annual Report of the Cumberland Planning Commission - Presentation by Dave Umling, City Planner

Dave Umling, City Planner, provided background on the requirements of Section 1-207 & 208 of the Land Use Article of the Annotated Code of Maryland that set forth certain requirements for an Annual Report and reported key findings for 2014.

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

V. PUBLIC HEARINGS

(A) Public Hearing - regarding a pending Ordinance to approve the application to amend the City's Zoning Map to rezone property located at 208-210 Oldtown Road from R-U (Urban Residential) to R-R (Rehabilitation and Redevelopment) in order to re-establish commercial use at that location

Mayor Grim convened the Public Hearing at 6:45 p.m.

Dave Umling, City Planner, advised that Thomas Pittman had filed a petition on January 13, 2015, to apply the RR Floating Zone to property at 208 Oldtown Road, which is currently zoned R-U (Urban Residential). The ground floor was previously used for a commercial use that has been discontinued for many years and Mr. Pittman would like to re-establish a commercial use, that being a market/deli, on the ground floor. The Planning Commission has reviewed the request and recommends approval with conditions. Mr. Umling reviewed staff findings on the matter and detailed the conditions recommended by the Planning Commission.

Mayor Grim opened the floor for public comment. Being none, Mayor Grim adjourned the public hearing at 6:51 p.m.

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - authorizing the conveyance of 446 Bond Street to Robert T. Fravel and Brenda M. Fravel for the sum of $1,500 payable by terms of a promissory note

Mr. Rhodes provided background on the Ordinance, stating that the property at 446 Bond Street had once been blighted and had been demolished by the City. Staff recommendation had been to transfer the vacant property to the adjacent property owner, Mr. Fravel.

SECOND READING: The Ordinance was presented in Title only for its second reading. Motion to accept the second reading and proceed to the third after comment was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and approved on a vote of 4-0. Mayor Grim called for questions or comments. Being none, the Ordinance proceeded to its third reading.

THIRD READING: The Ordinance was presented in Title only for its third reading and was adopted on a vote of 4-0.

ORDINANCE NO. 3776

VII. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - providing for the City Tax Levy for FY16

Mr. Rhodes advised that the tax rates would remain the same for FY16 and a Constant Yield Tax Hearing was not necessary.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilwoman Alt-Myers,

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

2. Ordinance *(1st reading)* - providing for the issuance and sale of $3,260,000 of General Obligation Bonds, known as "Mayor and City Council of Cumberland Infrastructure Bonds, 2015 Series A," for the purpose of (I) providing all of a portion of the funds necessary for financing or refinancing costs of (a) improvements to the water system and the sewer system, (b) facility and property improvements, (c) information systems improvements and equipment, (d) other street improvements, and (e) acquisition of new and/or replacement vehicles and equipment, (II) funding a portion of a capital reserve fund, and (III) paying issuance and other costs related to the bonds

   Mr. Rhodes provided background on the intent of the Ordinance, advising that the bond proceeds would be used for construction and infrastructure projects as well as the acquisition of equipment.

   FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 4-0.

(B) Orders (Consent Agenda)

1. Order authorizing the execution of a Contract of Sale for the purchase of 521-523 Maryland Avenue from William V. Miller, Jr. for the amount of $25,000, setting forth certain contingencies for the sale, authorizing an extension of 60 day for the closing if necessary, and authorizing the City Administrator and City Solicitor to execute documents to facilitate the transfer

   Mr. Rhodes reviewed the Order and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Item No. 1 was made by Councilwoman Alt-Myers, seconded by Councilman Caporale, and was passed on a vote of 4-0.

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Tony Tringler, Frostburg, MD, representing the Cumberland police officers and the membership of the union, made a request to the Mayor and Council to keep the UFCW as their bargaining representative. He stated the membership has made countless sacrifices for the City over the past several years and discussed details of those issues. He stated the membership wanted to continue to promote a solid and united working relationship with the City that would provide the best public safety services in Maryland. He asked that the Mayor and Council reconsider their position on this matter and presented a letter signed by 100% of the members of the UFCW Local 1994 MCGEO representing those in favor of keeping the UFCW as their exclusive bargaining agent.

Tammy Fraley, 913 Growden Terrace, Cumberland, thanked the Mayor and Council for showing their appreciation of local law enforcement through the proclamation that was presented this evening. She stated that many realize how vulnerable we are with the unrest in Baltimore and expressed concerns about the safety of her family and the citizens. She stated that she and her family want to stay here forever, but want to be safe. Ms. Fraley stated that the community needed to support the law officers and first responders and understand that all lives matter.

Councilwoman Wagoner commended the members of the Cumberland Police Department who traveled to Baltimore to provide support during the recent period of unrest. Lt. Brian Lepley thanked the City for sending the CERT team and having faith in their ability to provide these services.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:04 p.m.

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
July 7, 2015

Description
Approval of the Regular Session Minutes of May 5 and May 19, 2015

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 216 KNOX STREET IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO MICHAEL A. PFAFF."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 216 Knox 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. 25,823, passed by the Mayor and City Council on June 2, 2015;

WHEREAS, Michael A. Pfaff has offered to purchase the said property for the sum of $1,800.00; and

WHEREAS, the Mayor and City Council of Cumberland deem the acceptance of that offer to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accepts Michael A. Pfaff's offer to purchase the real property located at 216 Knox Street, Cumberland, MD 21502 for the purchase price of $1,800.00, provided that all costs of effecting the transfer and all recordation and transfer taxes shall be borne by Mr. Pfaff and he shall be responsible for the payment of a prorated portion of the current year real estate taxes;

SECTION 2: AND BE IT FURTHER ORDAINED, 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 to Mr. Pfaff in exchange for the payment of the aforesaid purchase price;

SECTION 3: 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

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this _____ day of _____, 2015, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **MICHAEL A. PFAFF**, of Allegany County, Maryland, party of the second part.

WITNESSETH:

That for and in consideration of the sum of One Thousand Eight Hundred Dollars ($1,800.00) cash in hand paid 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 unto the party of the second part, his personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described property lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL, that piece or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, at the corner of German (now called Bond) and Knox Streets, and particularly described as follows, to-wit:

BEGINNING for the same at the corner formed by the Northern Side of Knox Street with the Eastern Side of German Street (now called Bond Street), and running thence with German (Bond Street), North 60 3/4 degrees West 50 feet to the Weigle property, and with it, North 29 1/4 degrees East 40 feet, then across the whole lot, South 60 3/4 degrees East 50 feet to Knox Street, and with it South 29 1/4 degrees West 40 feet to the place of beginning

IT BEING the same property which was conveyed from Paulett M. Lint AKA Paulette M. Lint to Mayor and City Council of Cumberland by deed dated April 22, 2014 and recorded among the Land Records of Allegany County, Maryland in Book 2062, Page 348.

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, his personal representatives, heirs and assigns, in fee simple.

WITNESS the hand and seal of the party of the first part the day and year first above written.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ **By:_____(SEAL)**

Marjorie A. Woodring, City Clerk **Brian K. Grim, Mayor**

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 $1,800.00 and that the total payment made to the grantor was $1,800.00 and 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: _____

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
July 7, 2015

Description

Ordinance *(2nd and 3rd readings)* - authorizing the conveyance of City-owned surplus property at 216 Knox Street to Michael A. Pfaff for the amount of $1,800.00

Approval, Acceptance / Recommendation

- [ ] Budgeted

- [ ] 1st Reading
- [x] 2nd Reading
- [x] 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, SUPPORTING THE ALLEGANY MUSEUM'S APPLICATION FOR COMMUNITY INVESTMENT TAX CREDITS (CITC) FROM THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, DIVISION OF NEIGHBORHOOD REVITALIZATION, TO ENCOURAGE DONATIONS FOR THE MUSEUM'S ENDOWMENT FUND, WHICH WILL BE USED TO FUND SALARIES FOR PROFESSIONAL STAFF, THEREBY QUALIFYING THE MUSEUM TO APPLY FOR AMERICAN ALLIANCE OF MUSEUM ACCREDITATION AND SMITHSONIAN AFFILIATION.

WHEREAS, Allegany Museum, a nonprofit organization, proposes to undertake the project described above (the "Project"); and,

WHEREAS, Allegany Museum has applied to the Department of Housing and Community Development of the State of Maryland for approval of the project and an allocation of tax credits for business entities and individuals that contribute to the Project, under the Department's Community Investment Tax Credit Program; and

WHEREAS, The Mayor and City Council of Cumberland approves of the Project;

NOW, THEREFORE BE IT RESOLVED THAT, the Mayor and City Council of Cumberland, Maryland do hereby express approval of the Project as described above and do further support the Allegany Museum's application for said Project to the State of Maryland.

Given under our Hands and Seals this 7th day of July, 2015, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

_____

Marjorie A. Woodring
City Clerk

_____

Brian K. Grim
Mayor

Regular Council Agenda
July 7, 2015

Description

Resolution supporting the Allegany Museum's application to the Maryland Department of Housing and Community Development, Division of Neighborhood Revitalization, to encourage donations to the Museum's Endowment Fund

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

No. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND APPROVING THE YMCA OF CUMBERLAND, MD, INC.'S "SENIORS WELLNESS PROJECT" AND SUPPORTING THE YMCA'S APPLICATION FOR FUNDING TO THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S COMMUNITY INVESTMENT TAX CREDIT PROGRAM.

WHEREAS, the Young Men's Christian Association (YMCA) of Cumberland, MD, Inc., a non-profit organization, proposes to undertake the project to be known as Seniors Wellness Project, (otherwise known as the "Project"), and

WHEREAS, the Project provides evidence-based intervention programs and equipment which can enhance the health of seniors with pre-diabetes and arthritis; and

WHEREAS, the Project goal is to provide adults over the age of 60 with opportunities for improving their health, preventing Type 2 Diabetes, and increasing muscular strength, joint stability and range of motion; and

WHEREAS, the Young Men's Christian Association (YMCA) of Cumberland, MD, Inc. has applied to the Department of Housing and Community Development of the State of Maryland's Community Investment Tax Credit Program for approval of the project and an allocation of tax credits for business entities and individuals that contribute to the Project;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Cumberland do hereby express approval of the Project as described above and do further support the Young Men's Christian Association of Cumberland, MD's application for said Project to the State of Maryland.

Given under our Hands and Seals this 7th day of July, 2015, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

_____

Marjorie A. Woodring
City Clerk

_____

Brian K. Grim
Mayor

Regular Council Agenda
July 7, 2015

Description

Resolution supporting the YMCA's application to the MD Department of Housing and Community Development's Community Investment Tax Credit Project to support the YMCA's "Seniors Wellness Project"

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

RESOUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND GRANTING THE CUMBERLAND OUTDOOR CLUB A PROPERTY TAX CREDIT FOR THE TAX YEAR 2015-2016, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

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

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

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

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

WHEREAS, the Mayor and City Council of Cumberland desires to grant to the Cumberland Outdoor Club a real and corporate property tax credit against the municipal corporation property tax imposed on the Cumberland Outdoor Club for the tax year 2015-2016.

NOW, THEREFORE, BE IT RESOLVED THAT, the Cumberland Outdoor Club be and is hereby granted a real and corporate property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2015-2016.

Given under our Hands and Seals this _____ day of _____, 2015, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

_____

Marjorie A. Woodring
City Clerk

_____

Brian K. Grim
Mayor

CUMBERLAND OUTDOOR CLUB

July 8 2014

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

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

Mayor and City Council:

Please consider this a formal request to exercise authority granted by Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland to grant Tax Credit for the above referenced accounts of the Cumberland Outdoor Club, Incorporated for FY2016.

Thank you for your attention to this matter.

Sincerely,

William T. Snyder
House Chairman
Cumberland Outdoor Club, INC

Regular Council Agenda
July 7, 2015

Description
Resolution granting the Cumberland Outdoor Club a property tax credit for the 2015-2016 tax year

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: __July 7, 2015___**

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

THAT, the Mayor be and is hereby authorized to execute a Grant Agreement by and between the Mayor and City Council of Cumberland and the MD Department of Transportation to provide grant funds in an amount not to exceed Fifty Thousand Dollars and No Cents ($50,000.00) for the improvement of the pedestrian and bicycle connection from the Cumberland Amtrak Station to the Great Allegheny Passage trail and the C&O Canal Towpath in Cumberland; and

BE IT FURTHER ORDERED, that the City shall contribute matching funds in the amount of Thirty-nine Thousand, Three Dollars and No Cents ($39,003.00).

_____

Brian K. Grim, Mayor

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF CUMBERLAND

THIS GRANT AGREEMENT ("Agreement") executed in triplicate and entered into this _____ day of _____, 201_, by and between the Maryland Department of Transportation ("Department") and the Mayor and City Council of Cumberland ("Grantee").

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2014-2019 Consolidated Transportation Program-2014 State Report on Transportation a total of Fifteen Million Eight Hundred Eighty Three Thousand Dollars ($15,883,000) for the Maryland Bikeways Program ("Program");

WHEREAS, the Department budgeted within the Program Seventy Eight Thousand Five Hundred Fifteen Dollars ($78,515.00) to design and install bicycle route signs and pavement markings on Bedford and Frederick Streets between Mechanic Street (including the connecting block of Mechanic Street) and the County line in Cumberland, Maryland (the "Project");

WHEREAS, the Grantee has committed Seven Thousand Eight Hundred Fifty One Dollars and Fifty Cents ($7,851.50) in Grantee matching funds;

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State's transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Project will link major residential areas to downtown Cumberland, provide access to City Hall, the Public Safety Building and connect to a planned bicycle route along Mechanic and Centre Streets;

WHEREAS, the Project is consistent with the City's 2008 Trails and Bikeways Master Plan and includes opportunities for public input;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and suplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.

2. The Department hereby grants to the Grantee a sum not to exceed Seventy-Eight Thousand Five-Hundred Fifteen Dollars ($78,515) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:

   a. Design bicycle route improvements between Canal Place and Baltimore Street via Canal Street;

   b. Remove fence and create a bicycle compatible transition between the trail and Canal Street;

   c. Improve paved surface along the portion of the bicycle route on Canal Street;

   d. Install pavement markings and bicycle route signs;

   e. Prepare quarterly status reports and final reports, as requested by the Department; and

   f. Monitor and supervise compliance with all provisions in this Agreement.

3. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking

Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking on Accessibility Guideline for Shared Use Paths.

4. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

5. The Grantee shall require all contractors and subcontractors, prior to commencement of work on the Project, to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $1,000,000 per occurrence;

b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence;

c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of $500,000 aggregate and $200,000 each occurrence, and $30,000 per person, $60,000 per accident for bodily injury and $15,000 for property damage for automobile liability and State of Maryland statutory limits for workman's compensation. The Grantee shall have the right to self-insure.

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

6. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act, currently found at Maryland Annotated Code, State Government, Section 12-101.

7. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from other funding sources other than the Maryland Bikeways Program to complete the Project.

8. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee's submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

(a) actual expenditures incurred by the Grantee in connection with the Project;

(b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by the Department to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department's receipt and approval of the invoice and accompanying certifications. The final invoice must be submitted with a Final Report as stipulated by the Department. The final invoice will not be paid until the Final Report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

9. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

10. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on September 25, 2015, whichever is sooner.

11. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

(a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;

(b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable

for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim which the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

12. The Grantee shall maintain separate and complete accounting records which are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

13. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

14. This Agreement may be modified only by written instrument, executed by the Department and the Grantee.

15. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland the Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

16. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

17. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and suplemented).

18. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

19. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

20. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

(a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;

(b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;

(c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

21. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

(a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;

(b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or

(c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

22. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in EXCECUTIVE ORDER 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

23. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

24. If any provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

(a) such provision shall be fully severable;

(b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and

(c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

25. This Agreement may be executed in a number of identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

26. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 18 of this Agreement, their assigns.

27. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Mail to the following addressees:

In the case of MDOT:

Ms. Kate Sylvester
7201 Corporate Center Drive
P.O. Box 548
Hanover, MD 21076

In the case of the Grantee:

Mr. John DiFonzo
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

The next page is the signature page.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the day and year first above written.

WITNESS:

_____

MARYLAND DEPARTMENT OF TRANSPORTATION

By: _____
Dennis Schrader
Deputy Secretary

FUNDS AVAILABLE:

_____
David L. Fleming, Chief Financial Officer
Office of Finance

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Assistant Attorney General
Maryland Department of Transportation

WITNESS:

_____

_____

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

By: _____

_____

Regular Council Agenda
July 7, 2015

Description

Order authorizing the execution of a Grant Agreement with the Maryland Department of Transportation to improve the pedestrian and bicycle connection from the Cumberland Amtrak Station to the Great Allegany Passage trail and the C&O Canal Towpath in Cumberland for an amount not to exceed $50,000.00, with the City providing matching funds in the amount of $39,003

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

$50,000.00

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __July 7, 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 Sex Offender Compliance and Enforcement in Maryland program grant for FY16 entitled "Monitoring Support Program," in the amount of Nineteen Thousand, Nine Hundred Twenty Dollars and No Cents ($19,920.00) for the period 07/01/2015 to 06/30/2016, to provide overtime salary support to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

_____

Brian K. Grim, Mayor

Grant: SOCM-2016-0018

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
WWW.GOCCP.MARYLAND.GOV

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

June 23, 2015

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

RE: SOCM-2016-0018

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled **"Monitoring Support Program"**, in the amount of $19,920.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. Enclosed is the Grant Award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

> The Cumberland Police Department's Monitoring Support program tracks the compliance of local sex offenders who are required to register/re-register with the Maryland Sex Offender Registry. This program allows assigned officers to perform compliance checks by conducting home visits of registered sex offenders to confirm addresses. Grant funds provide overtime.

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.

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 **Lashonde Beasley**, your Regional Monitor, or **Andrew Galarza**, 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,

Edward Parker
Deputy Director

cc: Lieutenant Chuck Ternent

6/17/2015

Control Number: 30226
GOCCP Regional Monitor: Beasley, Lashonde
GOCCP Fiscal Specialist: Galarza, Andrew

Governor's Office of Crime Control & Prevention

Grant Award & Acceptance Form

Grant Award Number: SOCM-2016-0018
Sub-recipient: Cumberland Police Department
Project Title: Monitoring Support Program
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2015 - 06/30/2016**

CFDA: State

Funding Summary			
	Grant Funds	100.0 %	**$19,920.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$19,920.00**

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

Sex Offender Compliance and Enforcement in Maryland

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

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

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon 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:

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

Governor's Office of Crime Control & Prevention

GOCCP Regional Monitor: Beasley, Lashonde
GOCCP Fiscal Specialist: Galarza, Andrew

Budget Notice

Grant Award Number: SOCM-2016-0018
Sub-recipient: Cumberland Police Department
Project Title: Monitoring Support Program
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2015 - 06/30/2016**

CFDA: State

Funding Summary			
	Grant Funds	100.0 %	**$19,920.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$19,920.00**

Personnel

Description of Position	Salary Type	Funding	Total Budget
Compliance Check	Overtime	Grant Funds	$19,200.00
		Personnel Total:	$19,200.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
Digital cameras	Grant Funds	6	$120.00	$720.00
			Equipment Total:	$720.00

Approved: _____ **Effective Date: 7/1/2015**

GOCCP Authorized Representative

Regular Council Agenda
July 7, 2015

Description

Order authorizing the Chief of Police to accept a FY16 GOCCP Sex Offender Compliance and Enforcement in Maryland Grant, titled "Monitoring Support Program," in the amount of $19,920 to be used for police overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency and to purchase digital cameras

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: __July 7, 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. 3 to the existing contract with Arnold's Lawn Care, 143 E. Offutt Street, Cumberland, MD 21502, for the "2014 Grass Mowing Contract (02-14-M)" in the increased amount of Five Thousand, Nine Hundred Seventy Dollars and No Cents ($5,970.00), bringing the total contract amount to Sixty-two Thousand, Nine Hundred Fifty-five Dollars and No Cents ($62,955.00); and

BE IT FURTHER ORDERED, that thirty (30) additional calendar days shall be added to the contract to extend the contract term to August 7, 2015.

_____

Brian K. Grim, Mayor

Original Contract Amount	**$ 39,100.00**
Change Order No. 1	$ 14,900.00
Change Order No. 2	$ 2,985.00
Change Order No. 3	$ 5,970.00
New Contract Amount	$ 62,955.00

Funding: 001.032.20100 $400.00
001.048.20100 $400.00
002.230.20100 $650.00
001.078.20100 $4520.00

City of Cumberland

Change Order Number: 3

Project: 2014 Grass Mowing Contract
City Project No.: 08-14M
Purchase Order No.: 15-0000094-101
M&CC Order No.: 25684
Contractor: Arnold's Lawn Care
Vendor No.: 306207

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

Add / Delete	*Unit*	*Est # of Cuttings*	*Cost Per Cutting*	*Description*	*Delete*	*Add*
Mowing of City Owned Property Throughout the City of Cumberland						
Add (EXT)	EA	2	$ 200.00	Public Safety Building		$400.00
Add (EXT)	EA	2	$ 200.00	City Hall Weeding, Trim Trees and Bushes		$400.00
Add (EXT)	EA	2	$ 150.00	Memorial Hospital long strip and parking lot		$300.00
Add (EXT)	EA	2	$ 200.00	Park Reservoir (FH) inside fence around pump station		$400.00
Add (EXT)	EA	2	$ 275.00	McMullen Bridge/ Giaritta Park		$550.00
Add (EXT)	EA	2	$ 150.00	High Bedford Street		$300.00
Add (EXT)	EA	2	$ 110.00	Evergreen Terrace		$220.00
Add (EXT)	EA	2	$ 20.00	Chamber of Commerce		$40.00
Add (EXT)	EA	2	$ 150.00	Oldtown RD @ Maryland Ave		$300.00
Add (EXT)	EA	2	$ 110.00	Williams RD @ Old Williams RD		$220.00
Add (EXT)	EA	2	$ 200.00	Queen City Drive		$400.00
Add (EXT)	EA	2	$ 30.00	Braddock RD and Greene Street		$60.00
Add (EXT)	EA	2	$ 30.00	Buckingham RD and Windsor RD		$60.00
Add (EXT)	EA	2	$ 20.00	Seton Dr. and Bishop Walsh RD		$40.00
Add (EXT)	EA	2	$ 30.00	Mt. Vernon (Baltimore Ave) Steps		$60.00
Add (EXT)	EA	2	$ 30.00	Chestnut St & independence (corner lots)		$60.00
Add (EXT)	EA	2	$ 125.00	Central Ave and Liberty Gardens		$250.00
Add (EXT)	EA	2	$ 110.00	Kentucky Ave @ New Hampshire Ave		$220.00
Add (EXT)	EA	2	$ 50.00	113-115 Independence Street		$100.00
Add (EXT)	EA	2	$ 60.00	Baker Street		$120.00
Add (EXT)	EA	2	$ 70.00	600 Washington Street (steps)		$140.00
Add (EXT)	EA	2	$ 30.00	Pine Ave @ Central Ave		$60.00
Add (EXT)	EA	2	$ 30.00	First Street @ Arch Street		$60.00
Add (EXT)	EA	2	$ 40.00	464 Baltimore Ave		$80.00
Add (EXT)	EA	2	$ 30.00	446 Bond Street		$60.00
Add (EXT)	EA	2	$ 40.00	106 W. First Street		$80.00
Add (EXT)	EA	2	$ 30.00	231 Henderson Ave		$60.00
Add (EXT)	EA	2	$ 30.00	313 Broadway Ave		$60.00
Add (EXT)	EA	2	$ 125.00	Ridgedale Water Tank		$250.00
Add (EXT)	EA	2	$ 40.00	478-480 Baltimore Ave		$80.00
Add (EXT)	EA	2	$ 40.00	910 Maryland Ave		$80.00
Add (EXT)	EA	2	$ 30.00	319-321 Columbia Street		$60.00
Add (EXT)	EA	2	$ 30.00	27 Ridgeway Terr		$60.00
Add (EXT)	EA	2	$ 40.00	Grand Ave		$80.00
Add (EXT)	EA	2	$ 20.00	Island @ Walsh McCaugh		$40.00
Add (EXT)	EA	2	$ 60.00	Oldtown RD @ White Oaks Plaza		$120.00
				Total Change Order Amount:		$5,970.00

The Original Contract Sum was:	$39,100.00
Previous Change Orders:	$17,885.00
Contract Sum as a result of Previous Change Orders:	$56,985.00
The Contract Sum increased/decreased by this Change Order:	$5,970.00
The New Contract Sum as a result of this Change Order is:	**$62,955.00**

Contract Time Change: **30 calendar days or upon executio**

Recommended by: _____ *Date*
Assistant Street Superintendent

Contractor: Arnold Lawn Care _____
_____ *Date*

The City of Cumberland:
_____ *Date*
Accepted by: _____
Director of Engineering
_____ *Date*
Approved By: _____
City Administrator
_____

Mayor and City Council Order Number Authorizing this Change Order:

Regular Council Agenda
July 7, 2015

Description

Order authorizing the execution of Change Order No. 3 to the current contract with Arnold's Lawn Care (Project No. 2-14-M) in the increased amount of $5,970.00 and 30 calendar days, bringing the total contract amount to $62,955.00 and extending the term to August 7, 2015

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute Change Order No. 3 to the current contract with Arnold's Lawn Care (Project 2-14-M) in the increased amount of $5,970.00, with 30 additional calendar days, to allow time for the Administrative Appeals Board to review the FY16 Grass Cutting Contract bid recommendations.

☑ Budgeted

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

Value of Award (if applicable)

Original Contract: $39,100.00
Previous Change Orders :$ 17,885.00
Change Order No. 3 :$ 5,970.00
New Contract Total: $ 62,955.00

Source of Funding (if applicable)

001.032.20100 $400.00
001.048.20100 $400.00
002.230.20100 $650.00
001.078.20100 $4520.00

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** ___July 7, 2015___

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

THAT, the City Administrator be and is hereby authorized to execute a Fourth Amendment to Tolling & Standstill Agreement with S & N Realty LLC to extend the period of the original Agreement, approved October 21, 2014, to September 15, 2015, and authorizing the City Administrator to extend the Agreement for up to an additional 30 days if necessary.

_____

Brian K. Grim, Mayor

FOURTH AMENDMENT TO TOLLING & STANDSTILL AGREEMENT

This Fourth Amendment (the "Amendment") to Tolling & Standstill Agreement is dated and shall be effective for all purposes as of the _____ day of June, 2015 by and between S&N REALTY LLC, a Delaware limited liability company ("S&N") and MAYOR AND CITY COUNCIL OF CUMBERLAND, a Maryland municipal corporation ("City").

W I T N E S S E T H:

WHEREAS, S&N and City entered into a Tolling & Standstill Agreement pursuant to an Order of the Mayor and City Council of Cumberland Maryland which Order was dated October 21, 2014 (the "Order"). The aforesaid Tolling & Standstill Agreement (hereinafter referred to as the "Agreement") was entered into in connection with certain matters relating to a Lease Agreement for certain parking spaces in a Parking Facility located in Cumberland, Maryland, all as more particularly described and set forth in the Agreement; and

WHEREAS, S&N and City entered into a First Amendment to Tolling & Standstill Agreement effective January 15, 2015 (the "First Amendment"), Second Amendment to Tolling & Standstill Agreement effective March 19, 2015, and Third Amendment to Tolling & Standstill Agreement effective June 11, 2015 ("Third Amendment"); and

WHEREAS, the City is presently engaged in discussions with the State of Maryland regarding the matters in dispute, and it is contemplated that such discussions will lead to a resolution of the disputed matters in a manner satisfactory to the parties; and

WHEREAS, all of the parties desire to amend the Agreement to extend the Tolling Period provided for under the Agreement, the First Amendment, the Second Amendment and the Third Amendment, all as hereinafter set forth.

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto do hereby agree as follows:

1. Definitions. All of the terms used herein shall have the same meaning as set forth in the Agreement unless otherwise expressly indicated.

2. Tolling Period. The parties hereby agree that this Third Amendment replaces and supersedes the Third Amendment, and that the reference in Paragraph 2 of the Agreement to the date July 15, 2015 is hereby amended and changed to September 15, 2015.

3. No Other Changes. All other terms and conditions contained in the Agreement shall remain in full force and effect except as specifically modified by this Amendment.

4. Signatures. This Amendment may be signed in counterparts. This Amendment is binding on the parties to its terms when signed in the spaces provided below and signature pages are exchanged by the parties by facsimile transmission.

S&N REALTY LLC

By _____(SEAL)
Donald R. Shapiro, Manager

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____(SEAL)
Jeffrey Rhodes, City Administrator

Regular Council Agenda
July 7, 2015

Description

Order authorizing the City Administrator to execute a "Fourth Amendment to Tolling & Standstill Agreement" with S&N Realty LLC, extending the period of the original Agreement from July 15, 2015 to September 15, 2015, and authorizing the City Administrator to extend the Agreement for up to an additional 30 days if necessary

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:** __July 7, 2015___

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

THAT, the proposal of Atlantic Broadband to provide service and equipment for the installation of data services at the Public Safety Building, Wastewater Treatment Plant, South End Fire Station, and various SCADA and camera sites, and authorizing the execution of documentation for that purpose.

_____

Brian K. Grim, Mayor

Customer Account #: [New Account]
Order #: 0063300000fSnAH

Agreement Term: 9 Months

COMMERCIAL SERVICES AGREEMENT

This Commercial Services Agreement (the "Agreement") is made by and between **Atlantic Broadband (Penn), LLC** ("Company"), and **Public Safety - City of Cumberland** ("Customer"), and is effective as of the last signature set forth below ("Effective Date"). The term of this Agreement shall commence upon installation of the services described below ("Commencement Date"), and end after the expiration of the Agreement Term set forth above.

CUSTOMER Service Location/Premise:

Account Name:	Public Safety - City of Cumberland
Contact:	Johnna Byers
Service Address:	20 Bedford Street Cumberland, MD 21502
Phone No:	(301) 759-6441
Mobile No:	
Fax No:	
Email Address:	johnna.byers@cumberlandmd.gov

Atlantic Broadband Account Executive:

Name:	Dave McMillan
Street Address:	108 College Park Plaza Johnstown PA, 15904
Phone No:	(814) 534-8422
Mobile No:	(814) 248-5342
Fax No:	(814) 410-2355
Email Address:	dmcmillan@atlanticbb.com

CUSTOMER Billing Address

Billing Address:	Mayor and City Council 57 N Liberty Street Cumberland, MD 21502

NOTIFICATIONS

Please Send Notices To:	ATTN: Commercial Sales Director Atlantic Broadband Business Services 108 College Park Pl Johnstown, PA 15904

ATLANTIC BROADBAND COMMERCIAL SERVICES PRICING

Product	Product Description	QTY	Unit Price	Subtotal
HSI Modem (D3)	Docsis 3 HSI Data Modem	1	$ .00	$ .00
No Video		1	$ .00	$ .00
Non-Vanity Email: 3-Basic or 15-Prem	D3	1	$ .00	$ .00
One Static IP Address - Included		1	$ .00	$ .00
Pro 75 HSI	Pro 75 - 75.0 Mbps/5.0 Mbps HSI-1 Static IP	1	$ 192.99	$ 192.99

ADDITIONAL SERVICES

Product	Product Description	Price

CHARGES

Total Monthly Fee	TOTAL	Total Non-Recurring Fee	TOTAL
TOTAL MRC	$ 192.99	TOTAL NRC	$ 100.00
Total MRC Charges	$ 192.99	**Total NRC Charges**	$ 100.00

* Non-standard installation additional. See next page for details.

AGREEMENT SERVICES TOTALS

Total Monthly Recurring Charges (Excluding taxes and franchise fees)	$ 192.99	Total One-Time Charges	$ 100.00

This Commercial Services Agreement ("Agreement") sets forth the terms and conditions under which Atlantic Broadband Finance LLC, and its applicable operating subsidiary ("Atlantic Broadband" or the "Company") will provide subscribers ("Customer", "you", "your" or "Subscriber") the Service or Services as selected on page 1 of this Agreement and the equipment used in connection with the Services ("Atlantic Broadband Equipment"), if any, at your premises. By executing this Agreement you accept its terms on behalf of yourself, your business, including all agents, employees and/or other users who access the Service provided hereunder.

Standard installation price will not apply to above-ground installation exceeding 150 feet from nearest activated plant and all installation involving underground wiring. Atlantic Broadband will provide Customer with an estimate of any applicable non-standard installation charges, and if such estimated charges exceed the installation charges stated above, Customer may terminate this Agreement, without penalty or obligation, within five (5) business days of receiving the estimate. By signing up for, activating, using or paying for the Services, you agree to the prices, terms and conditions set forth in this Agreement and the prices, charges, terms and conditions which Atlantic Broadband has posted on its website at: www.atlanticbb.com/wfbusinesspolicies.asp, and which will be provided to you in booklet form upon installation of the Service, all of which are incorporated herein by reference. If you do not agree to the pricing or any terms or conditions, cancel the service immediately by calling us on our customer service line during normal business hours.

Atlantic Broadband reserves the right to change the rates, terms and conditions of this Agreement and its online aspects of the Service, in its sole discretion, at any time by posting changes on its website at: www.atlanticbb.com/wfbusinesspolicies.asp, provided however, double and triple play package prices (exclusive of additional a la carte services) lock-in for 24 months, and PRI for 36 months, from the date of installation. Your continued use of the Service after changes are posted online constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement. Because Atlantic Broadband may, from time to time, notify you about important information regarding the Service, this Agreement, and related matters electronically and/or by mail you agree to check your postal mail, email, and all postings on the Atlantic Broadband website (or an alternative website if we so notify you) regularly and to bear the risk of failing to do so.

This Agreement is effective as of the date of the last signature set forth herein and will remain in effect for a term of 9 months from the installation date of the Services. At the conclusion of the 9 months, and on each subsequent anniversary thereof, this Agreement shall automatically continue on a month-to month basis on the same terms and conditions, unless either party elects to terminate this Agreement by providing the other party sixty (60) days advance written notice to the addresses stated on the cover sheet. Upon termination of the Service for any reason, you agree to return any Atlantic Broadband Equipment within ten (10) days. If you do not return the Atlantic Broadband Equipment within ten (10) days of the date of termination of your account, the Company will add a charge to your account balance for the full retail value of such Equipment.

If the Customer's Service is disconnected prior to the end of the committed term, as specified above, and the disconnect is due to any reason other than from a breach of the Agreement by Atlantic Broadband, the Customer shall pay an early termination charge equal to one hundred percent (100%) of the monthly Service and Equipment Charges multiplied by the number of months remaining in the term, plus one hundred percent (100%) of the balance of monthly payments of installation/construction charges, if any. This early termination charge supersedes any other contrary terms or conditions, whether written or online.

Customer is responsible for cancelling all services with current service provider that are no longer required after moving services to Atlantic Broadband. Atlantic Broadband has no responsibility for any charges incurred for services from any other provider at any time.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein stated.

Atlantic Broadband

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Public Safety - City of Cumberland

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Customer Account #: [New Account]
Order #: 0063300000fSnAC

Agreement Term: 6 Months

COMMERCIAL SERVICES AGREEMENT

This Commercial Services Agreement (the "Agreement") is made by and between **Atlantic Broadband (Penn), LLC** ("Company"), and **WWTP - City of Cumberland** ("Customer"), and is effective as of the last signature set forth below ("Effective Date"). The term of this Agreement shall commence upon installation of the services described below ("Commencement Date"), and end after the expiration of the Agreement Term set forth above.

CUSTOMER Service Location/Premise:

Account Name:	WWTP - City of Cumberland
Contact:	Johnna Byers
Service Address:	E Offutt Street Cumberland, MD 21502
Phone No:	(301) 759-6441
Mobile No:	
Fax No:	
Email Address:	johnna.byers@cumberlandmd.gov

Atlantic Broadband Account Executive:

Name:	Dave McMillan
Street Address:	108 College Park Plaza Johnstown PA, 15904
Phone No:	(814) 534-8422
Mobile No:	(814) 248-5342
Fax No:	(814) 410-2355
Email Address:	dmcmillan@atlanticbb.com

CUSTOMER Billing Address

Billing Address:	Mayor and City Council 57 N Liberty Street Cumberland, MD 21502

NOTIFICATIONS

Please Send Notices To:	ATTN: Commercial Sales Director Atlantic Broadband Business Services 108 College Park Pl Johnstown, PA 15904

ATLANTIC BROADBAND COMMERCIAL SERVICES PRICING

Product	Product Description	QTY	Unit Price	Subtotal
HSI Modem (D3)	Docsis 3 HSI Data Modem	1	$ .00	$ .00
No Video		1	$ .00	$ .00
Non-Vanity Email: 3-Basic or 15-Prem	D3	1	$ .00	$ .00
One Static IP Address - Included		1	$ .00	$ .00
Pro 110 HSI	Pro 110 - 110.0 Mbps/7.0 Mbps HSI-2 Static	1	$ 352.99	$ 352.99

ADDITIONAL SERVICES

Product	Product Description	Price

CHARGES

Total Monthly Fee	TOTAL	Total Non-Recurring Fee	TOTAL
TOTAL MRC	$ 352.99	TOTAL NRC	$ 100.00
Total MRC Charges	$ 352.99	**Total NRC Charges**	$ 100.00

* Non-standard installation additional. See next page for details.

AGREEMENT SERVICES TOTALS

Total Monthly Recurring Charges (Excluding taxes and franchise fees)	$ 352.99	Total One-Time Charges	$ 100.00

This Commercial Services Agreement ("Agreement") sets forth the terms and conditions under which Atlantic Broadband Finance LLC, and its applicable operating subsidiary ("Atlantic Broadband" or the "Company") will provide subscribers ("Customer", "you", "your" or "Subscriber") the Service or Services as selected on page 1 of this Agreement and the equipment used in connection with the Services ("Atlantic Broadband Equipment"), if any, at your premises. By executing this Agreement you accept its terms on behalf of yourself, your business, including all agents, employees and/or other users who access the Service provided hereunder.

Standard installation price will not apply to above-ground installation exceeding 150 feet from nearest activated plant and all installation involving underground wiring. Atlantic Broadband will provide Customer with an estimate of any applicable non-standard installation charges, and if such estimated charges exceed the installation charges stated above, Customer may terminate this Agreement, without penalty or obligation, within five (5) business days of receiving the estimate. By signing up for, activating, using or paying for the Services, you agree to the prices, terms and conditions set forth in this Agreement and the prices, charges, terms and conditions which Atlantic Broadband has posted on its website at: www.atlanticbb.com/wfbusinesspolicies.asp, and which will be provided to you in booklet form upon installation of the Service, all of which are incorporated herein by reference. If you do not agree to the pricing or any terms or conditions, cancel the service immediately by calling us on our customer service line during normal business hours.

Atlantic Broadband reserves the right to change the rates, terms and conditions of this Agreement and its online aspects of the Service, in its sole discretion, at any time by posting changes on its website at: www.atlanticbb.com/wfbusinesspolicies.asp, provided however, double and triple play package prices (exclusive of additional a la carte services) lock-in for 24 months, and PRI for 36 months, from the date of installation. Your continued use of the Service after changes are posted online constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement. Because Atlantic Broadband may, from time to time, notify you about important information regarding the Service, this Agreement, and related matters electronically and/or by mail you agree to check your postal mail, email, and all postings on the Atlantic Broadband website (or an alternative website if we so notify you) regularly and to bear the risk of failing to do so.

This Agreement is effective as of the date of the last signature set forth herein and will remain in effect for a term of 6 months from the installation date of the Services. At the conclusion of the 6 months, and on each subsequent anniversary thereof, this Agreement shall automatically continue on a month-to month basis on the same terms and conditions, unless either party elects to terminate this Agreement by providing the other party sixty (60) days advance written notice to the addresses stated on the cover sheet. Upon termination of the Service for any reason, you agree to return any Atlantic Broadband Equipment within ten (10) days. If you do not return the Atlantic Broadband Equipment within ten (10) days of the date of termination of your account, the Company will add a charge to your account balance for the full retail value of such Equipment.

If the Customer's Service is disconnected prior to the end of the committed term, as specified above, and the disconnect is due to any reason other than from a breach of the Agreement by Atlantic Broadband, the Customer shall pay an early termination charge equal to one hundred percent (100%) of the monthly Service and Equipment Charges multiplied by the number of months remaining in the term, plus one hundred percent (100%) of the balance of monthly payments of installation/construction charges, if any. This early termination charge supersedes any other contrary terms or conditions, whether written or online.

Customer is responsible for cancelling all services with current service provider that are no longer required after moving services to Atlantic Broadband. Atlantic Broadband has no responsibility for any charges incurred for services from any other provider at any time.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein stated.

Atlantic Broadband

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

WWTP - City of Cumberland

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Customer Account #: [New Account]
Order #: 0063300000fShmU

Agreement Term: 24 Months

COMMERCIAL SERVICES AGREEMENT

This Commercial Services Agreement (the "Agreement") is made by and between **Atlantic Broadband (Penn), LLC** ("Company"), and **SCADA - Avirett** ("Customer"), and is effective as of the last signature set forth below ("Effective Date"). The term of this Agreement shall commence upon installation of the services described below ("Commencement Date"), and end after the expiration of the Agreement Term set forth above.

CUSTOMER Service Location/Premise:

Account Name:	SCADA - Avirett
Contact:	Johnna Byers
Service Address:	408 Long Street Cumberland, MD 21502
Phone No:	(301) 759-6441
Mobile No:	(240) 580-0694
Fax No:	
Email Address:	johnna.byers@cumberlandmd.gov

Atlantic Broadband Account Executive:

Name:	Dave McMillan
Street Address:	108 College Park Plaza Johnstown PA, 15904
Phone No:	(814) 534-8422
Mobile No:	(814) 248-5342
Fax No:	(814) 410-2355
Email Address:	dmcmillan@atlanticbb.com

CUSTOMER Billing Address

Billing Address:	Mayor and City Council 57 N Liberty Street Cumberland, MD 21502

NOTIFICATIONS

Please Send Notices To:	ATTN: Commercial Sales Director Atlantic Broadband Business Services 108 College Park Pl Johnstown, PA 15904

ATLANTIC BROADBAND COMMERCIAL SERVICES PRICING

Product	Product Description	QTY	Unit Price	Subtotal
1 Static IP Address (D3)	1 Static IP Address (D3)	1	$ .00	$ .00
HSI Modem (D3)	Docsis 3 HSI Data Modem	1	$ .00	$ .00
No Video		1	$ .00	$ .00
Non-Vanity Email: 3-Basic or 15-Prem	D3	1	$ .00	$ .00
Pro 15 HSI	Pro 15 - 15.0 Mbps/1.0 Mbps HSI-Dynamic	1	$ 79.99	$ 79.99

ADDITIONAL SERVICES

Product	Product Description	Price

CHARGES

Total Monthly Fee	TOTAL	Total Non-Recurring Fee	TOTAL
TOTAL MRC	$ 79.99	TOTAL NRC	$ 100.00
Total MRC Charges	$ 79.99	**Total NRC Charges**	$ 100.00

* Non-standard installation additional. See next page for details.

AGREEMENT SERVICES TOTALS

Total Monthly Recurring Charges (Excluding taxes and franchise fees)	$ 79.99	Total One-Time Charges	$ 100.00

This Commercial Services Agreement ("Agreement") sets forth the terms and conditions under which Atlantic Broadband Finance LLC, and its applicable operating subsidiary ("Atlantic Broadband" or the "Company") will provide subscribers ("Customer", "you", "your" or "Subscriber") the Service or Services as selected on page 1 of this Agreement and the equipment used in connection with the Services ("Atlantic Broadband Equipment"), if any, at your premises. By executing this Agreement you accept its terms on behalf of yourself, your business, including all agents, employees and/or other users who access the Service provided hereunder.

Standard installation price will not apply to above-ground installation exceeding 150 feet from nearest activated plant and all installation involving underground wiring. Atlantic Broadband will provide Customer with an estimate of any applicable non-standard installation charges, and if such estimated charges exceed the installation charges stated above, Customer may terminate this Agreement, without penalty or obligation, within five (5) business days of receiving the estimate. By signing up for, activating, using or paying for the Services, you agree to the prices, terms and conditions set forth in this Agreement and the prices, charges, terms and conditions which Atlantic Broadband has posted on its website at: www.atlanticbb.com/wfbusinesspolicies.asp, and which will be provided to you in booklet form upon installation of the Service, all of which are incorporated herein by reference. If you do not agree to the pricing or any terms or conditions, cancel the service immediately by calling us on our customer service line during normal business hours.

Atlantic Broadband reserves the right to change the rates, terms and conditions of this Agreement and its online aspects of the Service, in its sole discretion, at any time by posting changes on its website at: www.atlanticbb.com/wfbusinesspolicies.asp, provided however, double and triple play package prices (exclusive of additional a la carte services) lock-in for 24 months, and PRI for 36 months, from the date of installation. Your continued use of the Service after changes are posted online constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement. Because Atlantic Broadband may, from time to time, notify you about important information regarding the Service, this Agreement, and related matters electronically and/or by mail you agree to check your postal mail, email, and all postings on the Atlantic Broadband website (or an alternative website if we so notify you) regularly and to bear the risk of failing to do so.

This Agreement is effective as of the date of the last signature set forth herein and will remain in effect for a term of 24 months from the installation date of the Services. At the conclusion of the 24 months, and on each subsequent anniversary thereof, this Agreement shall automatically continue on a month-to month basis on the same terms and conditions, unless either party elects to terminate this Agreement by providing the other party sixty (60) days advance written notice to the addresses stated on the cover sheet. Upon termination of the Service for any reason, you agree to return any Atlantic Broadband Equipment within ten (10) days. If you do not return the Atlantic Broadband Equipment within ten (10) days of the date of termination of your account, the Company will add a charge to your account balance for the full retail value of such Equipment.

If the Customer's Service is disconnected prior to the end of the committed term, as specified above, and the disconnect is due to any reason other than from a breach of the Agreement by Atlantic Broadband, the Customer shall pay an early termination charge equal to one hundred percent (100%) of the monthly Service and Equipment Charges multiplied by the number of months remaining in the term, plus one hundred percent (100%) of the balance of monthly payments of installation/construction charges, if any. This early termination charge supersedes any other contrary terms or conditions, whether written or online.

Customer is responsible for cancelling all services with current service provider that are no longer required after moving services to Atlantic Broadband. Atlantic Broadband has no responsibility for any charges incurred for services from any other provider at any time.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein stated.

Atlantic Broadband

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

SCADA - Avirett

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

PRICING SCHEDULE I

	METRO ETHERNET Locations				Connectivity		NRC		MRC	Total for term period	
1	20 Bedford Street, Cumberland, MD 21502						$ -				
2	20 Bedford Street, Cumberland, MD 21502		Term: 9 months		75/5MB		$ -		$ 192.99	$1,016.91	includes $70 for 6 stati
3	East Offut Street, Cumberland, MD 21502 - Internet		Term: 6 months		75/5				112.99	$677.94	
4	215 Bowen Street, Cumberland, MD 21502						$ -				

CABLE MODEM Locations

Term for below: 24 months

1	SCADA Avirett, 408 Long St				15/1 Mbps		$ -		$ 79.00	$1,896.00	
2	SCADA Braddock, Braddock St				15/1 Mbps		$ -		$ 79.00	$1,896.00	
3	SCADA Elizabeth St				15/1 Mbps		$ -		$ 79.00	$1,896.00	
4	SCADA Evitts Creek, Oldtown Rd				15/1 Mbps		$ -		$ 79.00	$1,896.00	
5	SCADA Ft Hill, 362 Dom Ave				15/1 Mbps		$ -		$ 79.00	$1,896.00	
6	SCADA Franklin, 730 N. Mechanic St.				15/1 Mbps		$ -		$ 79.00	$1,896.00	
7	SCADA McNamee, 1415 Rosewood St.				15/1 Mbps		$ -		$ 79.00	$1,896.00	
8	SCADA Mills Race, Canal Place Pumping Station		Wireless		10/1 Mbps		$ -		$ 79.00	$1,896.00	
9	SCADA North End, 612 Piedmont Avenue				15/1 Mbps		$ -		$ 79.00	$1,896.00	
10	SCADA Old Town, Wineow Street		Wireless		10/1 Mbps		$ -		$ 79.00	$1,896.00	
11	SCADA Ridgedale, 851 Fletcher Avenue				15/1 Mbps		$ -		$ 79.00	$1,896.00	
12	SCADA Seneca, 698 Seneca Avenue				15/1 Mbps		$ -		$ 79.00	$1,896.00	
13	SCADA Valley St., N. Mechanic Street/ Valley Street				15/1 Mbps		$ -		$ 79.00	$1,896.00	
14	SCADA Walnut, 216 Walnut Place				15/1 Mbps		$ -		$ 79.00	$1,896.00	
15	SCADA Wills Creek, 320 Wills Creek Avenue				15/1 Mbps		$ -		$ 79.00	$1,896.00	
16	SCADA Viaduct, N. Mechanic Street				15/1 Mbps		$ -		$ 79.00	$1,896.00	
17	Camera, Willetts Building				15/1 Mbps		$ -		$ 79.00	$1,896.00	
18	Camera, Cumberland Arms				15/1 Mbps		$ -		$ 79.00	$1,896.00	
19	Camera, Kids Corner				15/1 Mbps		$ -		$ 79.00	$1,896.00	
20	Camera, Ft. Cumberland Intersection				15/1 Mbps		$ -		$ 79.00	$1,896.00	
21	Camera, Vocelli Pizza				15/1 Mbps		$ -		$ 79.00	$1,896.00	
22	Camera, Town Center-DDCM				15/1 Mbps		$ -		$ 79.00	$1,896.00	
23	Camera, Martin's Police Substation		Wireless		10/1 Mbps		$ -		$ 79.00	$1,896.00	
24	Camera, Underpass		Wireless		10/1 Mbps		$ -		$ 79.00	$1,896.00	
25	Camera, Frederick Street Garage				15/1 Mbps		$ -		$ 79.00	$1,896.00	
26	Camera, Bike Trail				15/1 Mbps		$ -		$ 79.00	$1,896.00	
27	South End Fire Station (Seymour St, GPS 39.635032, -78.760118)				15/1 Mbps				$79.00	$1,896.00	
					TOTAL NRC		$ -	**TOTAL MRC**	$ 2,438.98	**$52,886.85**	<- Amount not to exceed
					TERM		24 months				

For each of the Customer owned and controlled locations listed above, Customer shall supply free of charge a suitable, secure locked closet or room on its premises with appropriate ventilation and cooling, together with sufficient power (forty (40) amps of DC power) and space for Atlantic Broadband's equipment ("Demarcation Point"). Customer shall allow Atlantic Broadband to collocate and terminate its fiber facilities at the Demarcation Point, and interconnect with Customer owned and provided facilities serving the building location. Customer shall be solely responsible for bring its building network facilities into the Demarcation Point, and for owning, maintaining, repairing and/or

Regular Council Agenda
July 7, 2015

Description

Order accepting the proposal of Atlantic Broadband to provide service and equipment for the installation of data services at the Public Safety Building, Wastewater Treatment Plant, South End Fire Station, and various SCADA and camera sites, and authorizing the execution of documentation for that purpose

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:** ___July 7, 2015___

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

THAT, Change Order No. 1 to the current contract with Link Computer Corporation for the provision of services and hardware for a Nimble SAN Disk Unit, in the increased amount not-to-exceed Six Hundred Thirty-two Dollars and Eighty-two Cents ($ 632.82), be and is hereby approved, bringing the total contract amount to Forty Thousand, Six Hundred Thirty-two Dollars and Eighty-two Cents ($ 40,632.82).

_____

Brian K. Grim, Mayor

Budget: General Fund / MIS Department

Contract Amount	$40,000.00
Change Order No. 1	+ 632.82
Total Contract Amount	$40,632.82

Invoice	INV81936
Date	05/15/2015
Page	1

Link Computer Corporation
Stadium Drive, P.O. Box 250
Bellwood PA 16617

Phone:814-742-7700
Fax:814-742-7900
www.linkcorp.com

INVOICE

Bill To:

CITY OF CUMBERLAND
ATTENTION JOHNNA BYERS
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21501

Ship To:

CITY OF CUMBERLAND
ATTENTION JOHNNA BYERS
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21501

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	11829	DJS	GROUND	Net 30	05/15/2015	84,458

Ordered	Shipped	Item Number	Item Description	Unit Price	Ext Price
1.50	1.50	ZZ6NESTRAVEL	**NES Travel Time** Kraft, Matthew - T20150406.0002 2015-04-23 *Travel to customer site*	$93.75	$140.63
5.00	5.00	ZZ6NESREG	**NES Regular Service Time** Kraft, Matthew - T20150406.0002 2015-04-23 *Installed new SAN. Configured new SAN in VMWare. Upgrade SAN firmware*	$125.00	$625.00
1.25	1.25	ZZ6NESTRAVEL	**NES Travel Time** Kraft, Matthew - T20150406.0002 2015-04-23 *Travel from client site*	$93.75	$117.19
7.00	7.00	ZZ6NESREG	**NES Regular Service Time** Kraft, Matthew - T20150406.0002 2015-04-24 *Used vMotion Storage to move virtual machines from old SAN to new SAN*	$125.00	$875.00
4.00	4.00	ZZ6NESREG	**NES Regular Service Time** Kraft, Matthew - T20150406.0002 2015-04-27 *Used vMotion storage to move servers*	$125.00	$500.00
3.00	3.00	ZZ6NESREG	**NES Regular Service Time** Kraft, Matthew - T20150406.0002 2015-04-29 *Cleaned up snapshots in VMWare to finalize move*	$125.00	$375.00

Extended credit financing will accrue daily on past due balances at an annual interest rate of 18%. A service fee of $25.00 will be charged for NSF checks. All returns subject to restocking charges and must be received within twenty(20) days for credit.

Subtotal	$2,632.82
Tax	$0.00
Total	$2,632.82
Invoice Total	$2,632.82

0009235-NES

Regular Council Agenda
July 7, 2015

Description

Order approving Change Order No. 1 to the contract with Link Computer Corporation for the provision of services and hardware for a Nimble SAN Disk Unit, in the increased amount not to exceed $632.82, bringing the total contract amount to $40,632.82

Approval, Acceptance / Recommendation

The MIS Department recommends approval of the Change Order. The installation of the equipment required more time than expected, resulting in additional service costs of $632.82 over the costs provided in the original quote.

☐ Budgeted

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

Value of Award (if applicable)

Original Contract	$40,000.00
Change Order 1	+632.82
Total Contract:	$40,632.82

Source of Funding (if applicable)

General Fund - MIS

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __July 7, 2015___

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

THAT, the following individuals be appointed or reappointed to the Downtown Development Commission for the term noted:

MEMBER	DISTRICT	SEAT	TERM
Larry Jackson	Primary	Seat 1	7/1/15 – 7/1/18
Sandi Saville	Primary	Seat 2	7/1/15 – 7/1/18
Douglas Schwab	Primary	Seat 4	7/1/15 – 7/1/18
Daniel Taylor-Neumann	Primary	Seat 5	7/1/15 – 7/1/18
Ed Huber	Secondary	Seat 1	7/1/15 – 7/1/18

_____

Brian K. Grim, Mayor

Regular Council Agenda
July 7, 2015

Description

Order appointing Sandi Saville, Doug Schwab, Ed Huber, Larry Jackson, and Daniel Taylor-Neumann to the Downtown Development Commission for three-year terms, effective July 1, 2015 - July 1, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)