MAYOR	COUNCIL
Brian K. Grim	Nicole Alt-Myers
	Seth D. Bernard
CITY ADMINISTRATOR	David Caporale
Jeff Rhodes	David Kauffman
CITY SOLICITOR	**CITY CLERK**
Michael Scott Cohen	Marjorie A. Woodring

MINUTES

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

DATE 7/21/2015

***Pledge of Allegiance**

I. ROLL CALL

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

ABSENT: Councilman Dave Kauffman

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of City Star Awards to Stephanie Pratt and Wolfgang Hofacker for their work with the Catholic Heart Workcamp

Mayor Grim recognized Stephanie Pratt and Wolfgang Hofacker for their work with the Catholic Heart Camp and facilitating the 4th year of community service projects organized through the Camp and undertaken with the assistance of 260 volunteers.

(B) Certificate of Recognition presented to Devon Loewendick who captured First Place Showing in the 2015 National Marbles Tournament

Mayor Grim presented Mr. Loewendick with a Certificate of Recognition in honor of his outstanding achievement and thanked him for representing the City of Cumberland in this national championship.

(C) Presentation outlining performance of the first year of the City's curbside recycling program

Raquel Ketterman, Environmental Technician, and Melanie Hunt, Environmental Intern, provided an update on the first year of the City's recycling program. They presented information on the City's program to inform the community of the program and provided information on how to correctly recycle. Numbers on the tonnage of

recyclables collected were provided, which indicated a successful first year with Burgmeier's Hauling. Increased participation was being realized on a monthly basis. David and Matt Burgmeier spoke about re-educating the public on the benefits of recycling and discussed several methods for continuing to get information on the program out to the public. Mayor Grim stated that head has received many compliments on the recycling program and credited Burgmeier's with the success.

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for June, 2015

Item Action: Approved

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

(B) Fire

1. Fire Department monthly report for June, 2015

Item Action: Approved

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

(C) Administrative Services

1. Administrative Services monthly reports for May and June, 2015

Item Action: Approved

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

(D) Public Works

1. Maintenance Division monthly report for June, 2015

Item Action: Approved

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

2. Utilities and Central Services monthly report for June, 2015

Item Action: Approved

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

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Work Session Minutes of May 19, 2015

Item Action: Approved

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

(B) Administrative / Executive

1. Approval of the Administrative Session Minutes of May 5 and May 19, 2015

Item Action: Approved

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

Administrative Session - May 9, 2015

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

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 5-0.

AUTHORITY to close session: Annotated Code of Maryland, State Government Article, Section 10-508(a) (9)

TOPIC: Union negotiations

Administrative Session - May 19, 2015

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

MOTION: Motion to enter into closed Administrative Session to discuss personnel issues and union negotiations was made by Councilman Kauffman, seconded by Councilman Caporale, and passed on a vote of 5-0.

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

TOPICS: Personnel issues and union negotiations

V. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - enacting Section 10-33 of the Code to provide for a property tax credit for the rehabilitation of qualifying commercial structures

Mr. Rhodes provided background on the Ordinance, stating that enabling legislation had been passed last year at the state level. The tax credit would be used to encourage the redevelopment of existing building and was directed towards improvements related to elevators, sprinkler systems, and ingress and egress issues.

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.

(B) Resolutions

1. Resolution granting the Carver Community Center, Inc. a property tax credit for the 2015-2016 tax year

Mr. Rhodes provided background on the Resolution. The Resolution was presented in Title only. Motion to approve the Resolution was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

RESOLUTION NO. R2015-06

(C) Orders (Consent Agenda)

1. Order authorizing the Chief of Police to accept a GOCCP Safe Streets Grant for FY16 in the amount of $170,000.00 for personnel, equipment, and overtime costs associated with this ongoing initiative

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,842

2. Order authorizing the Chief of Police to accept a GOCCP STOP Gun Violence Reduction Grant titled "Gun Violence Reduction Initiative" for FY16 in the amount of $8,000 for overtime to perform gun related investigations and specialized gun interdiction patrols, and to assist in the execution of search warrants to proactively combat street level violent crime

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,843

3. Order accepting the proposal of Ritter and Paratore Contracting, Inc. for the "Demolition of East Side School" (City Project No. 17-14-M) in the estimated unit price of $264,000.00

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,844

4. Order accepting the proposal of Allegheny Restoration, Inc. for the "Frederick Street Parking Garage Repairs" (City Project No. 10-15-M) in the estimated unit price of $48,940.00

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,845

5. Order accepting the proposal of CBIZ Insurance Services, Inc. to provide risk management services for the period 7/1/15 through 7/1/16 in the amount of $32,000

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,846

6. Order authorizing the execution of a Memorandum of Understanding with the Cumberland

Economic Development Corporation (CEDC) to set forth terms and conditions related to the annual funding and conveyance of property and how those assets will be utilized by the CEDC

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,847

7. Order accepting the sole source proposal from Duke's Root Control, Inc. to provide root control services to City sewer mains in an amount not to exceed $43,694.57

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,848

8. Order authorizing the execution of a Donation Agreement with Cumberland Choice Rentals, LLC, setting forth terms and conditions for the City's acceptance of properties at 257-259 Williams Street (Tax No. 04-022009), 269 Williams Street (Tax No. 04-025784) and 316 Baltimore Avenue (Tax No. 23-009633), all in "AS IS" condition

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,849

9. Order declaring 7 Arch Street and 9 Arch Street to be surplus properties and declaring the City's intent to grant the properties to the Allegany County Human Resources Development Commission, Inc. for the construction of a single family or duplex dwelling no later than September 31, 2017

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,850

10. Order authorizing the execution of a Tolling & Standstill Agreement with AFSCME Local 553 to stay the proceedings pending the lawsuit filed by AFSCME and toll the statute of limitations through September 21, 2015

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,851

11. Order authorizing the execution of a Contract of Sale between the City (Buyer) and Peter DeArcangelis (Seller) for property at 404 Park Street for the amount of $34,300; authorizing the acceptance of the deed providing settlement contingencies are met; authorizing a 60-day extension of the contract if necessary; and authorizing the City Administrator and City Solicitor to execute the documents necessary for 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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,852

12. Order declaring property at 506-508 Maryland Avenue to be surplus property and declaring the City's intent to convey the property and $6,000 to Howder, Inc. in exchange for 414 Park Street

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,853

13. Order accepting the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2015 through July 1, 2016 in the estimated amount of $1,179,360.00 and authorizing the City Administrator to execute a Prefunded Deductible Reimbursement and Security Agreement to effect this coverage

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 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,854

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Dr. Larry Smith, 824 Shriver Avenue, commended the leadership of the City on launching the recycling program and on attacking blighted properties. He stated that there needed to be dialogue on the issue of drugs being a part of the nuisance ordinance, particularly with regard to rental properties. He stated that in the aftermath of the 2008 recession many vacant properties were now bank-owned and banks had a responsibility to the community, as well, to maintain those properties. He suggested that banks should register with the City and pay an annual fee. Dr. Smith further stated that he had recently had a situation in North End that required him to make contact with the police department and commended the officers and department for their handling of the situation. He asked Council to consider what needed to be done to make the neighborhoods more desirable to live in.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:10 p.m.

Minutes approved on September 1, 2015

Mayor Brian K. Grim

ATTEST: Marjorie A. Woodring, City Clerk

Regular Council Agenda
July 21, 2015

Description

Presentation of City Star Awards to Stephanie Pratt and Wolfgang Hofacker for their work with the Catholic Heart Workcamp

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
July 21, 2015

Description

Certificate of Recognition presented to Devon Loewendick who captured First Place Showing in the 2015 National Marbles Tournament

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
July 21, 2015

Description
Presentation outlining performance of the first year of the City's curbside recycling program

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland Department of Police

Monthly Report

June 2015

City of Cumberland Department of Police

Monthly Report

June 2015

Part 1 Crimes for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Aggravated Assaults	1	4	B & E (All)	23	18	Murder	0	0	Rape	0	1
Robbery	2	3	Theft - Felony	4	6	Theft - Vehicle	5	3			

Selected Criminal Complaints for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Theft - Misdemeanor	64	50	Theft - Petty	44	44	Domestic Assaults	22	26	CDS	31	62
Disturbances	193	212	DOP/Vandalism	57	49	Indecent Exposure	1	5	Sex Off - Other	3	5
Suicide	2	0	Suicide - Attmpt.	1	2	Tampering M/V	0	0	Abuse - Child	2	8
Trespassing	21	24	Assault on Police	4	2	Assault Other	55	34			

Selected Miscellenous Incidents for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Alcohol Volations	9	2	Juvenile Compl.	42	22	Missing Persons	8	6	School Resource	38	20
School Threat	0	0	Sex Off. Regist.	21	20	Truancy	6	1	Death Investigation	4	1

Selected Traffic Incidents for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
DWI	5	10	Hit & Run	18	23	M/V Crash	57	63	Traffic Stop	419	210

Selected Service Calls for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
Alarms	60	48	Assist Motorist	45	59	Check Well-Being	82	93	Foot Patrol	26	28
Assist Other Agency	63	62	Bike Patrol	10	0	Special Events	19	13	Suspicious Activity	78	105

Arrests Totals for the Month

	2014	2015		2014	2015		2014	2015		2014	2015
M/V Citations	69	35	M/V Warnings	344	158	Adult Crim.	148	135	Juvenile Crim.	14	13

	2014	2015
Total Incidents Reported :	**2,475**	**2,003**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JUNE 2015

SWORN PERSONNEL: 51 SWORN OFFICERS

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

CIVILIAN EMPLOYEES: 6 full time, 6 part time

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

LEAVE REPORT

VACATION TAKEN: 715 HOURS — YEAR TO DATE (beginning 7/1/14): 10598 HOURS

COMP TIME USED: 243 HOURS — YEAR TO DATE (beginning 7/1/14): 1810 HOURS

SICK TIME USED: 172 HOURS — YEAR TO DATE (beginning 7/1/14): 3885 HOURS

OVERTIME REPORT

OVERTIME WORKED: 563 HOURS — YEAR TO DATE (beginning 7/1/14): 4721 HOURS

HOSPITAL SECURITY: 88 — YEAR TO DATE (beginning 7/1/14): 983 HOURS

COURT TIME WORKED: 81 HOURS — YEAR TO DATE (beginning 7/1/14): 529 HOURS

TRAINING REPORT

16 OFFICERS TRAINED FOR 2655 HOURS — YEAR TO DATE (beginning 7/1/14) 7772 HOURS

- *Includes 2616 hours for recent academy graduates*

CPD ACTIVITY
OUTSIDE CPD JURISDICTION

JUNE 2015

On 6/19/15 at 6:13 pm, officers from the Cumberland Police Department responded to Airport Road in Mineral County, WV, for a report of a barricade situation involving armed subjects. Upon arrival, officers met with Mineral County Deputies and assisted with scene control while the Deputies conducted searches and investigated. After investigation, it was discovered that the call was unfounded. All units cleared without any further action.

On 6/11/15 at 3:22 pm, a CPD Crisis Negotiator responded to Finzel Road in Garrett County at the request of the Maryland State Police to assist with the crisis negotiation of an armed man in the woods. Prior to the negotiator's arrival, the suspect had been located, unarmed and contained in an open area. After approximately 20 minutes of negotiation, the man was taken into custody without incident.

6/5/15 7:27pm A CPD Canine team assisted the Maryland State Police with a drug scan at the scene of a traffic stop along I68 east of the City. As a result, no contraband was located.

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

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

CPD	1 arrest	1 warrant served
ACSO	1 arrest	1 warrant served
MSP	0 arrests	0 warrants served
FPD	0 arrests	0 warrants served
C3I	9 arrests	9 warrants served
C3IN	0 arrests	0 warrants served
OTHER	0 arrests	0 warrants served
TOTALS	**11 arrests**	**11 warrants served**

Of these, Detective David Broadwater arrested 11 people and served 11 warrants.

He opened 7 "Fugitive" investigations, 1 Obstruction of Justice investigation, 1 Assist Other Agency investigation, and made arrests in 7 existing cases, for a total of 16 cases generated for the month.

SIGNIFICANT CASES:

1.) On 06/15/2015 Det. Broadwater received a request from West Virginia authorities for assistance in locating and arresting a suspect wanted in connection with a break-in at a local pawn dealer and the theft of several assault type rifles. Det. Broadwater received information that the suspect was enroute to a private residence in the Corriganville area. After obtaining a description of the vehicle the suspect was travelling in, with the assistance of the Allegany County Sheriff's Office, he set up surveillance on the suspect's intended destination. The suspect arrived at that location a short time later, and was taken into custody in the drive way without further incident.

2.) On 06/17/2015 Det. Broadwater received a tip on a suspect who was wanted locally for FTA (CDS Distribution), as well as being wanted in Baltimore for felony CDS distribution charges. The information indicated that the suspect was staying in the LaVale area. Det. Broadwater responded to LaVale, spotted the suspect, who then fled to a waiting car, occupied by two females. Det. Broadwater notified dispatch, who in turn notified all area law enforcement. The vehicle was located and the two female subjects taken into custody, and later charged with obstruction of justice. A search of the area with the assistance of the Maryland State Police and the Allegany County Sheriff's Office, which included MSP helicopter Trooper 5 and MSP tracking K-9's, was conducted in the immediate area. The suspect was located hiding in a dumpster behind a business and was taken into custody at that time.

3.) During June Det. Broadwater initiated a Fugitive investigation in an attempt to locate a suspect wanted in Maryland on numerous counts for CDS violations. He developed information that the suspect was "hiding out" at a private residence in Ft. Ashby, West Virginia to avoid apprehension. Det. Broadwater coordinated with the West Virginia State Police, and on 06/23/2015 they responded to the location. The suspect was found outside, in the backyard. Pursuant to the arrest, the suspect was searched, and a large quantity of crack cocaine, heroin, and opiate based pain killing medication (pills), along with syringes, was located on their person. The suspect was subsequently charged with Possession with Intent to Distribute in West Virginia, and the Maryland warrants were lodged as detainers, pending the suspect's return to Maryland.

Regular Council Agenda
July 21, 2015

Description
Police Department monthly report for June, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

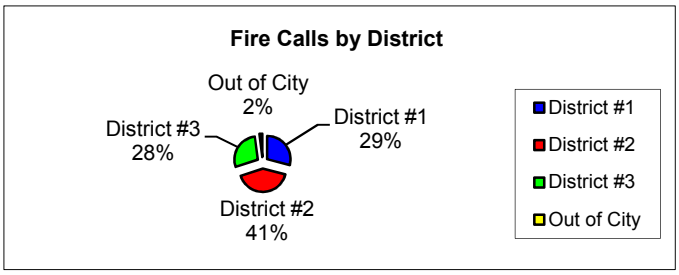
Value of Award (if applicable)

Source of Funding (if applicable)

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

Cumberland Fire Department Responded to 100 Fire Alarms:

Responses by District:	
District #1	29
District #2	41
District #3	28
Out of City	2
	100



Number of Alarms Answered:	
First Alarms Answered:	99
Working Alarms Answered:	1
	100

Calls Listed Below:	
Property Use:	
Public Assembly	1
Institutional	7
Special Properties	27
Residential	58
Storage	2
Stores and Offices	4
Manufacturing	1
	100

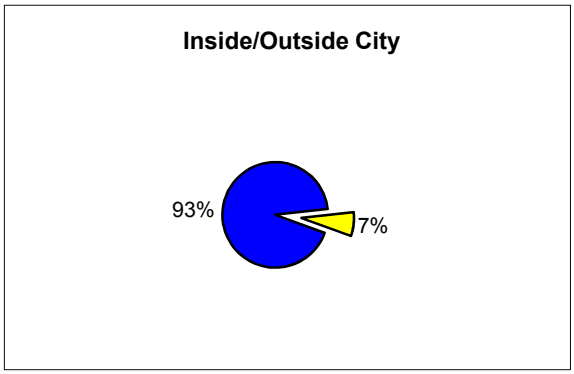
Type of Situation:	
Fire or Explosion	8
Overpressure, Rupture	2
Rescue Calls	33
Hazardous Conditions	3
Service Calls	20
Good Intent Calls	15
False Calls	16
Special Incident Type	1
Severe Weather	2
	100

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in June:	$1,690.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	$29,310.00
Fire Service Fees for Fire Calls Paid in June:	$1,270.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$12,688.26

Fire Service Fees for Inspections and Permits Billed in June:	$300.00
Fire Service Fees for Inspections and Permits Paid in June:	$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,900.00

Cumberland Fire Department Responded to 464 Emergency Medical Calls:

In City Calls	430
Out of City Calls	34
Total	464



Total Ambulance Fees Billed by
Medical Claim-Aid in J June, 2015: $153,111.00

Ambulance Fees Billed Fiscal Year to Date: $1,702,986.69

Ambulance Fees Paid:
Revenue received in June, 2015: $95,782.54

Revenue:
FY2015 Ambulance Fees Paid in FY2015: $951,577.85

Total Ambulance Transport Fees paid in FY2015: $1,081,892.04
(Included all ambulance fees, previous and current fiscal years, paid in FY FY2015.)

Cumberland Fire Department Provided 18 Paramedic Assist Calls:

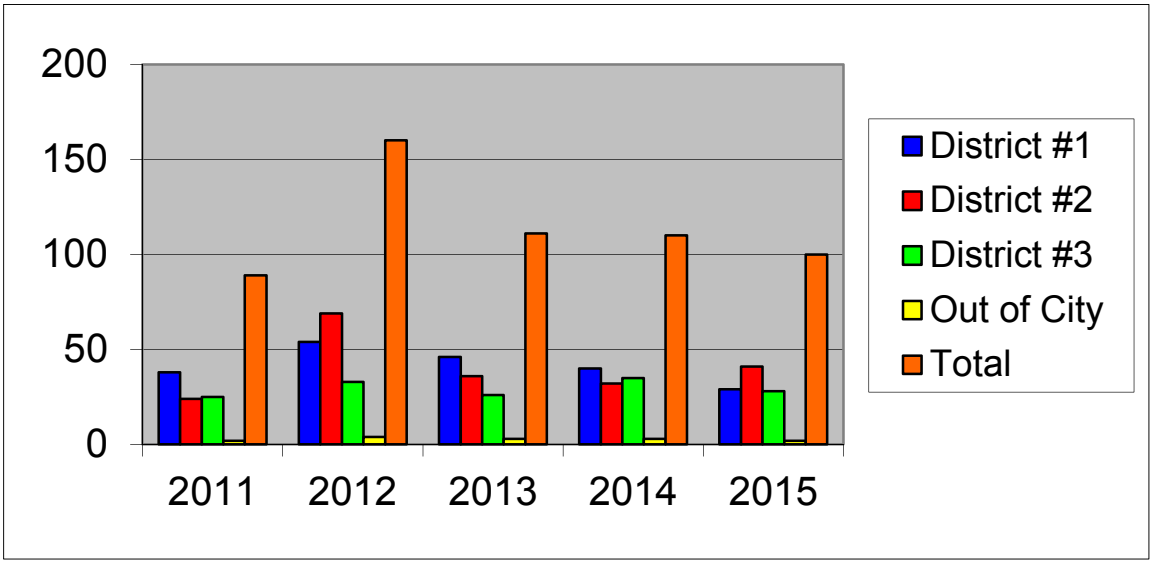
13	Paramedic assist calls within Allegany County
5	Paramedic assist calls outside of Allegany County
18	

Cumberland Fire Department Provided 16 Mutual Aid Calls:

15	Mutual Aid calls within Allegany County
1	Mutual Aid calls outside of Allegany County
16	

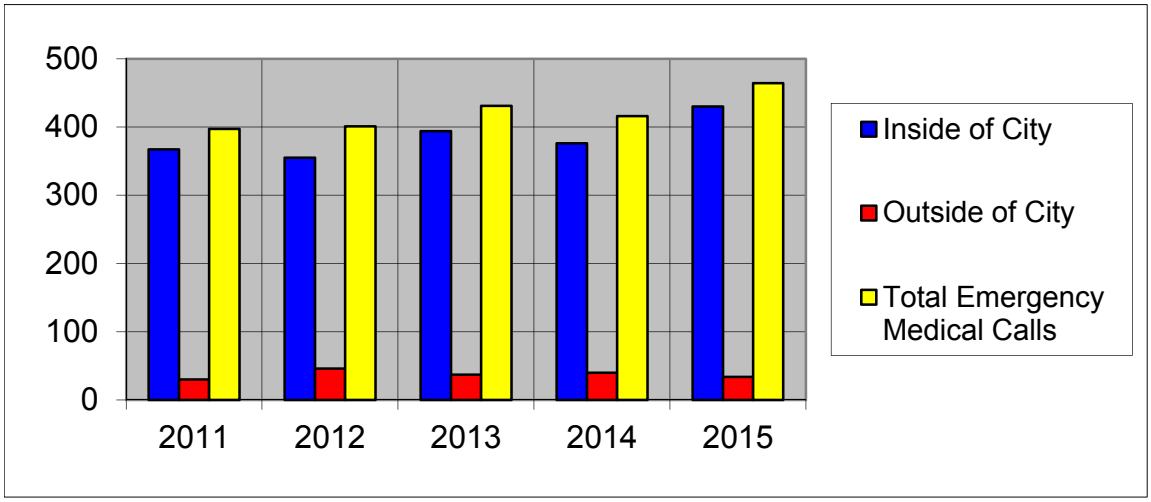
Fire Calls in the Month of June for a Five-Year Period

	2011	2012	2013	2014	2015
District #1	38	54	46	40	29
District #2	24	69	36	32	41
District #3	25	33	26	35	28
Out of City	2	4	3	3	2
Total	89	160	111	110	100



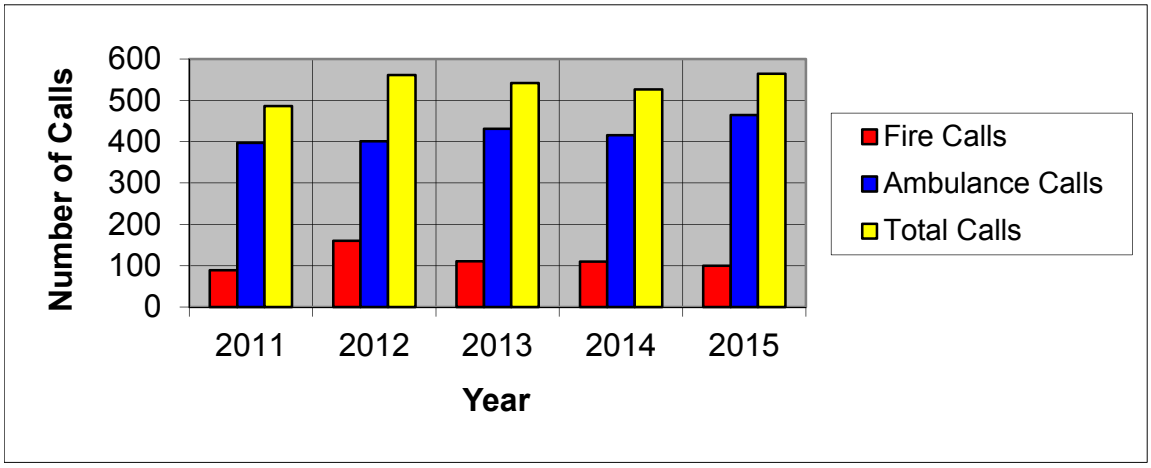
Ambulance Calls in the Month of June for a Five-Year Period

	2011	2012	2013	2014	2015
Inside of City	367	355	394	376	430
Outside of City	30	46	37	40	34
Total Emergency Medical Calls	397	401	431	416	464



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

	2011	2012	2013	2014	2015
Fire Calls	89	160	111	110	100
Ambulance Calls	397	401	431	416	464
Total Calls	486	561	542	526	564



Training

Training Man Hours:	120
Training Listed Below:	
Duties and Responsibilities	13.00
Aerial Operations	1.50
SCBA Refresher	21.00
Inservice Inspections	23.50
Protocol Updates	19.00
Fire Officer I Class	28.50
Meth Lab	5.00
Physical Fitness	8.50
	120.00

Fire Prevention Bureau

Complaints Received	3
Conferences Held	70
Correspondence	7
Inspections Performed	32
Investigations Conducted	3
Plan Reviews	4
Pre-Plans by Crews	6

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
July 21, 2015

Description
Fire Department monthly report for June, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

July 9, 2015

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for May, 2015

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of May, 2015.

Management Information Systems

Management Information Systems reports the following activities for the month of May, 2015:

Statistics

423 completed help desk requests
285 open help desk requests

Activities

Major department initiatives in the past month include:

- Continue to resolve miscellaneous issues with New World Systems .NET software
- Continue to assist with CPD covert camera needs
- Continue working with CivicPlus on new website and content management system
- Obtain pricing and demonstrations of replacement card access/door security system

Parks and Recreation

Parks and Recreation reports the following information for the month of May, 2015:

Reservations for the six covered Pavilions at Constitution Park continue to be taken for the 2015 season. Rental Fees are $ 100.00 for the Large Pavilion and $ 75.00 for the Small Pavilion. 23 reservations were made in the month of May.

Usage of the Pavilions – Month of May– 33 pavilions reserved and used
One rental and usage of the Activities building for a Birthday Party

Day of Caring and Sharing Friday May 8, 2015 – Parks & Recreation Department was able to participate by providing facilities for the program. The Constitution Park playgrounds received new mulch, the garden area within the park and cleaning the Day camp buildings and the concession building were all completed as part of the Day of Caring and Sharing. Volunteers from The Finan Center, Friends Aware, HRDC, and the Cumberland Garden club worked at the facilities.

City Marble Tournament play was held on May 11th – Girls and May 12th - Boys. Summer Ashton won the girls championship and Alexia Kubin was the runner up. Devon Loewendick won the boy's championship and Devon Donaldson was the runner up. All four champions are eligible to participate in the 90th National Marble tournament in Wildwood NJ, June 15-19, 2014.
Students from the following school participated in the program: Braddock Middle School, Washington Middle School, South Penn Elementary, John Humbird Elementary, Flintstone Elementary, and Northeast Elementary. The Lions Club continues to Sponsor the Boys attending the National Tournament. The Cumberland Hot Stove League donates to the girl's tournament. Private donations and additional fund raising covered the cost of the trip to Wildwood NJ for the National Tournament. The City Tournaments were attended by approximately 100 spectators and participants.

Healthy Kids Day at the Riverside YMCA – Held Sunday May 17, 2014, 2-5 p.m. – Department participation promoting City facilities, City Special events and Constitution Park Day camp and the Park Pool

Sunday in the Park series began on May 24 with the Potomac concert Band scheduled to perform its traditional Memorial Day concert at Constitution Park Amphitheater. (Approximately 400 attended) with the Frankfort Middle School "Teal Steel" Drum Band preforming on Sunday May 31. (Approximately 150 with rainy conditions) The City of Cumberland has resumed the scheduling and funding of this program after many years working with the Allegany Arts Council.

Seasonal Services: Amusement Park ticket sale, Park pool passes, registration and fees for the summer day camp, picnic kits and sport supplies

Cleaning of Park Pool – The pool manager along with lifeguards assisted maintenance in the cleaning and preparation of the Constitution Park Pool for the season opening. The opening is scheduled for Saturday June 6, 2015, (weekend) and opening for the season on a daily basis on Tuesday June 9, 2015. Health Department inspection and Blue water slide inspections took place prior to opening. Three employees attended the CPO class for certification class held at FSU. Staff meeting and training were held at the pool Sunday May 24.

Baseball/ Softball League play and practices for May utilizing city fields and facilities:

Pee Wee League/ T Ball began at Cavanaugh
Girls Softball League
Dapper Dan Little League Baseball
Church League Softball
Industrial League
Over 30 Leagues
Co-ed League
Rec. League
Spring Soccer
School Tennis Teams/ Mason and Park Tennis Courts

Constitution Park – Park watchman began work on weekends May 1 and continued in the month of May including the Memorial Day Holiday. Park Restrooms are open and closed, and Pavilion reservations are monitored along with other activities at the park.

School visits – Begin to visit local school to promote Constitution Park Day Camp program. Camp applications were distributed to seven elementary schools.

67th Annual Battie Mixon Fishing Rodeo was held on Saturday May 30, 2015 The event is Co-Sponsored by CSX Railroad, Wal-Mart, the City P&R, Oldtown VFW, Oldtown VFD, National Park Service – C&O Canal, Oldtown Lions Club, MD Department of Natural Recourses, and various local businesses and organizations. Attendance was estimated at 1,500 with 610 children registered for the event. Approximately 1,700 fish were caught during the three hour event. 29 trophies were awarded – "Casting for Kids" contest awarded 5 trophies and was Sponsored by the Cooper Family in memory of John W. Cooper IV. Mike Cornachia and the Oldtown Catfish Club organized the event with assistance from The Cumberland Parks & Recreation Department and a large number of volunteers.

Meetings attended:

- Monday morning staff meetings
- Fishing Rodeo Meeting with Mike Cornachia
- Pool Staff meetings
- Day or Caring and Sharing
- May Recreation Advisory Board meeting – May 18, 2015

Upcoming:

- Park pool daily operations to begin June 6.
- Seasonal Day Camp personnel training – June 10-12
- Constitution Park Day Camp, Summer Lunch program, Summer Swimming lessons at the park pool on Monday June 15, 2015 – continues for eight weeks
- Weekly Sunday in the park concert series continue
- National Marbles tournament in Wildwood NJ – Local winners will represent Cumberland, June 21-25, 2015. Renee Mahwinney will serve as coach and hold practice each evening at the Constitution Park Marble Rings.
- June Recreation Advisory Board meeting & picnic – Monday June 22
- First Movie and Swim night at the Park Pool is scheduled for Friday June12, -

Continued areas of work

- Coordinate league and field usage between leagues, maintenance, and department office.
- Park Pool season operations
- Summer Day camp program planning and opening
- Summer Lunch program coordination
- Daily Pavilion reservation
- Other seasonal work
- Outdoor movies in the park schedule
- July 4th Fireworks program
- Continue coordination of Park Concert series

Community Development

The Community Development Department reports the following activities for the month of May, 2015:

During May, CDBG staff completed the five year and annual action plans concerning the annual CDBG block grant application and it was submitted to HUD for their review. Staff worked with Community Betterment groups and also worked with the National Night Out program and the Bridges to Opportunity policy committee workgroup. Manager worked with Susquehanna Bank concerning possible activities the Bridges to Opportunity workgroup could undertake that might be effective toward helping lower income families related to transportation and employment. HUD provided input concerning our rate of progress concerning expenditures of HUD funds. HUD determined that our rate of letter of credit expenditures was acceptable but our rate of expenditure of letter of credit and program income amounts outstanding needed improvement. This has primarily been caused by a poor real estate market in the Maryland Avenue area causing lack of sales of rehabbed properties according to HRDC. Staff also dealt with NHS as to reducing their program income balances from HUD sources. Staff also researched as to possible restrictions on use of their program income balances and determined from the initial agreement that staffing costs necessary to implement qualified NHS projects was permitted. Auditors had been limiting program income usages for staffing costs to support housing projects as not allowable. This was resolved enabling NHS program income to help support staff and at the same time reduce NHS balances to a better level. The other issue staff has worked with has been slow expenditures by some sub recipients and by the city regarding street projects funded by CDBG. Staff is working to improve our rate of expenditures regarding these projects.

Code Enforcement Activity

- Delivered 56 Door Hangers for Nuisance Issues
  - 31 successes
  - 55% Success Rate
- Newly Opened Cases
  - 6 Nuisance
  - 5 Property Maintenance
- Action Plans Received to Resolve Property Maintenance Issues
  - 5
- Citations Issued
  - 6 Nuisance
  - 5 Property Maintenance
- Cases Adjudicated to District Court
  - 4 Nuisance
  - 8 Property Maintenance
- 5 Cases Heard in District Court
  - 2 Nuisance
  - 3 Property Maintenance

- Bi-weekly Community Development Coordination meeting were conducted
    - Discussed issues associated with rental licensing processing, staffing and meeting deadlines
    - Meet with Michael Cohn to resolve property maintenance complaint processing issues

- Bi-weekly Code Enforcement meeting were conducted
    - Streamlined property maintenance complaint processing by elimination of certified mail and duplicate regular mail
    - Continued with developing written procedures to be used consistently as protocol
    - Updated focus and monitor groups to be use by code enforcement officers to better track problem properties and expedite resolutions
    - Continue to work on action plan criteria to resolve property maintenance issue throughout the city
    - Updated tracking system to better meet enforcement and citation deadlines

- Continuing to concentrate code enforcement efforts in targeted neighborhoods. Current concentration in the Goethe/Baltimore Ave. corridor and Maryland Avenue corridor
- Continued door hangers as an initial form of contact with approximately 55% response rating for immediate call back and contact with citizen
- Demolition of 659 and 661 Greene Street completed
- Multiple residential and commercial projects in various stages of development
- Love's Travel Plaza and Country project is underway and moving along as planned. Sub-slab piping, structural steel and canopy in place. Currently blasting for underground tank excavation
- Love's proposed Sleep Inn project should be to permit stage soon with construction starting next month
- Multiple residential and commercial projects in various stages of development

Code Enforcement

Nuisance & Junk Vehicle Complaints		Property Maintenance Complaints		Building Code Complaints	
Received:	19	Received:	00	Received:	0
Corrected:	27	Corrected:	17	Corrected:	0

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

Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received	01	Received:	11	Received:	0
Issued:	00	Issued:	11	Issued:	0

Occupancy Permit
Received: 04
Issued: 01

Housing Inspections

Conducted: 46
Passed: 46

Revenue	
Building Permits:	$ 49.00
Miscellaneous Permits:	228.50
Occupancy Permits:	105.00
Utility Permits:	00.00
Reviews, Amendments, and Appeals:	00.00
Rental Licenses:	425.00
Paid Inspections:	00.00
Municipal Infractions:	$ 00.00
TOTAL	$807.50
Demolition Permit (Bonds)	$ 1500.00

Historic Planning/Preservation

The Cumberland Historic Preservation Commission met on Wednesday, May 13 at 4pm in the City Hall Council Chambers. Six Certificates of Appropriateness were approved at the meeting. One application, 105 Baltimore Street, was tabled in order to allow the owner an opportunity to re-design the proposal and to gain additional research into the original design of the storefront, particularly the door opening. The agenda appeared as follows:

III. CERTIFICATES OF APPROPRIATENESS - CONSENT AGENDA

A. 31 Baltimore Street – Fiftzy's Nifty – Miranda Fitzwater
B. 334 Queen City Drive – Taco Bell – Jessica Kaschenbach
C. 49 Baltimore Street – New Embassy Theatre – Gerard Puckett

IV. CERTIFICATES OF APPROPRIATENESS

A. 17 Prospect Square – Don Shober
B. 105 Baltimore Street – Brian Grimm
C. 213 Washington Street – Michael Scott Cohen (MOMI Properties)
D. 2 Howard Street – Bruce Firlie (Footer Building Development LLC)

Also, the Historic Preservation Commission recommended the approval of Historic District Tax Incentives for the project application submitted for 222 Washington Street. One Section 106 review was processed for repairs that are to take place at the Mayors' Monument at Constitution Park.

The second round of applications for the Upper Story Redevelopment Program was released in late April and the Historic Planner/Preservation Coordinator and DDC Executive Director held a workshop for the public on May 11th in order to assist potential applicants with questions related to the program and application, as well as to help them learn more about other financial incentive programs that could help with their project. Applications are due July 7th.

Progress continues with the Certified Local Government subgrant-funded project to update the historic context and Preservation Guidelines for the Canal Place Preservation District.

The first meeting of the Sustainable communit8ies Workgroup took place on May 15th in order to start the discussion of potential projects that could be submitted in this year's Community Legacy application. Following the draw of one page project proposals, the group prioritized a total of five project by May 22nd and the following list was submitted to the Mayor and City Council for consideration in their approval of the required resolution of support for the application (due in mid-July):

1- Leasehold Improvement Program

2- Upper Story Redevelopment

3- South Cumberland Library

4- Centre Street Parklet

5- Canal Place Skating Park

Progress continues to move slowly on the Neighborhoods Matter grant program but staff will be working with property owners to complete those items currently incomplete in their application forwarding compliance reviews to the Maryland Historical Trust so that staff can provide notices to proceed to successful applications.

The Historic Planner/Preservation Coordinator attended the monthly meeting of the Downtown Development Commission and the Canal Place Preservation and Development Authority.
Preservation Maryland held a Town Hall meeting at the Western Maryland Railway Station at Canal Place. Among the items presented by the Preservation Maryland's Executive Director to attendees were:

- Learn what happened in Annapolis to key preservation programs and what we'll be working on with legislators to accomplish next year.

- Learn about a new Preservation Maryland program designed to help organizations, individuals and governments save places that matter,

- Find out how to make the case for preservation and more opportunities to get involved,

- Network with other local preservationists to hear about the latest issues in your community.

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

Comptroller's Office

The Comptroller's office reports the following information for the month of May, 2015:

Cash Flow:
Attached for your review is a Cash Flow Summary for the month of May 2015.

On May 1, 2015 the City had a positive Cash Balance of $1,886,490. During May 2015, there were debt payments totaling $595,305. The cash balance at May 31, 2015 was $2,196,178.

As of May 31, 2015 the significant balances are:

Taxes receivable (General Fund):		$2,208,011.
FY 2015	$1,383,418	
FY 2014	392,377	
FY 2013	46,558	
FY 2012	39,309	
FY 2011	53,832	
Prior FY's	301,517	

The current year taxes of $1,383,418 is comprised of the following major taxes:

Real property (non-owner occupied)	$ 556,036
Non-Corp Personal Property	8,052
Corporate Personal Property	381,034
Real Property (Semiannual payments)	$ 409,272

Accounts Payable: $ 104,963
(This excludes upcoming debt service payments and payroll.)

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

Cash Flow Summary May 2015	Operating Cash	Investments
Beginning Balance 5/1/2015	$ 1,886,490	$ 5,226,170
Plus:		
Total Cash Receipts	$ 2,844,824	$
Cash Transfers (to Investments)	$ 301,443	$ (301,443)
Less:		
Total Cash Disbursements	$ 2,836,579	
Ending Balance 5/31/2015	$ 2,196,178	$ 4,924,727

Long Term Financing:

The balance of restricted investments now includes the CDA 2012 bond proceeds for capital projects in the amount of $632,560. This does not include any use of the GOB 2013 Bonds proceeds of approximately 1.5 million remaining from the demolition of the Memorial Hospital. GOB 2008 was finally fully expended in April 2015. For CDA 2014 of the total bond issue of $7,533,069, there is a balance of $4,279,543 available for Capital Projects and Capital Equipment budgeted in FY's 2013, 2014 and 2015.

Cash Balances and Taxes Receivable status:

There has not been any need to obtain any short-term borrowing. The cash balance has improved and is expected to remain stable during FY 2015. The tax receivables of $2,208,011 will definitely impact our cash balance. **The real property taxes of $556,036 (non-residential) were due on 9/30/2014 and the $409,272 (residential) taxes were due on 12/31/2014.**

Respectfully submitted,

Jeff Rhodes
City Administrator

July 14, 2015

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for June, 2015

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of June, 2015.

Management Information Systems

Management Information Systems reports the following activities for the month of June, 2015:

Statistics

131 completed help desk requests
257 open help desk requests

Activities

Major department initiatives in the past month include:

- Continue to resolve miscellaneous issues with New World Systems .NET software
- Continue to assist with CPD covert camera needs
- Launch new website hosted by CivicPlus; can be found at www.cumberlandmd.gov and www.ci.cumberland.md.us
- Begin working with vendor for replacement of card access/door security system
- Install additional disk space for network based backup/disaster recovery
- Assist Finance with yearly tax bills
- Begin implementing different network connectivity at various city locations
- Begin replacing aging wireless access points in various city buildings

Parks and Recreation

Parks and Recreation reports the following information for the month of June, 2015:

Pavilion Reservations and usage for the month of June: 34 reservations
New reservation made during the month of June: 7

Seasonal Services: Amusement Park ticket sale, Park pool passes, registration and fees for the summer day camp, picnic kits and sport supplies

Sunday in the Park Concert series: Four concerts were held at the Park Amphitheater in June. Performing Artists – "40 West, "Frankfort Middle School Steel Drum Group" and two Sunday's of "Godspell" performed by Front & Center Stage. Approximate attendance: 1,500
Funding for this program is provided by the *City of Cumberland.*

The National Marbles Tournament in Wildwood N.J. – , Girls City Champion, Summer Ashton, and Girls runner up, Alexia Kubin , Boys City championship, Devon Loewendick and, Boys runner up, Darion Donaldson, represented the City of Cumberland at the 92nd Annual National Marbles Tournament, held June 20-24, 2015 in Wildwood NJ.
The Lions Club (Boys participants) Cumberland Hot Stove Baseball League (Girls participants) and various individual donations are the local sponsors of this event.
Denon Loewendick returned to Cumberland as the 2015 Boys National Champion

Staff visited local schools to promote summer programs: South Penn, Bel Air, John Humbird, West Side, Cresaptown, Northeast and Parkside Elementary Schools.

Baseball/ Softball League play and practices for June:
The City of Cumberland provides fields for the following leagues:

Pee Wee League
Girls Softball League
Dapper Dan Little League Baseball
Church League Softball
Industrial League
Over 30 League
Co-ed League
Rec. League
1 Softball tournament (June 18)

76th Season - Constitution Park Pool – Opened for the Season Saturday June 6, 2015
25 Days of Operation – paid Attendance: 2,990 (1 day closed due to weather)
Admissions using pre purchased swim cards or season passes - 235
1,022 YMCA members and 235 Y camp participants
Other group usage total – 235
3 pool party (120)
The Park Pool is open daily 12 noon to 7:00 p.m. in June & July.
Swimming lessons began on Monday June 15.
15 days of swimming lessons, Monday – Friday 11 – 11:45 a.m. Attendance - 67
418 (Day camp participants also attended swimming lessons)

Constitution Park Day Camp
15 Days of Day Camp – Attendance: 1,394
Daily activities include: Swimming Lesson, Tennis Lessons, Arts & Crafts, Sports, Reading & computers, Dance, Breakfast, Lunch, snack, afternoon swimming, Bus transportation (funded by *Department of Social Services*) "Fun Friday Activities".
Special activities at Day Camp for June: Cooperative *Extension service* provides activities related to nutrition and gardening "growing your own food"

Summer Lunch Program The Parks & Recreation Department is the sponsor for the Summer Lunch Program in the Cumberland area. Local sites include Constitution Park Day Camp, S and YMCA Riverside summer program, Baltimore Ave YMCA programs, Frostburg Summer Day Camp, Camp Bright Star, and Jane Frazier Village
June meals served – Lunches: 2,685, Snacks: 2,677
June Breakfast Served at Day Camp Provided by the Summer Lunch Box Program - 394

Movies under the Stars – at the Constitution Park Pool – Friday June 12, - Dolphin Tale 2,
Wednesday June 24, "PADDINGTON" - Attendance: 175
Free swim 7:30 – 8:30 p.m. -Movie began at 8:45 p.m.

Meetings attended:
Day Camp personnel training meetings
Organizational meetings and training for Lunch programs at Constitution Park Day Camp, YMCA – Riverside & Baltimore Ave., Frostburg Recreation Department, Camp Bright Star
Planning meetings for seasonal special events – Pool and other programs
Girl Scout – Nations Capital Council – (Day camp and other partnerships)
Meetings related to Fireworks program
Upcoming:
July 4th Celebration and Fireworks (fireworks back at Constitution Park)
Movie under the stars program continues
Six weeks of Constitution Park Day Camp remaining for the season
Five Sunday in the park performances
Begin field scheduling for fall sports

Community Development

The Community Development Department reports the following activities for the month of June, 2015:

During the month of June CDBG staff made revisions to the annual CDBG application as requested by HUD. Staff continued to work on Environmental reviews and documentation related to the planned CDBG projects for 2015-2016. Staff continued to work with the Neighborhood groups and the Neighborhood Advisory Commission. Staff also worked with the proposed Animal Shelter project in order to insure compliance with all HUD requirements. Staff worked with the HUD Environmental Officer in order to insure that the project would be in compliance with all environmental requirements concerning the project. The property improvement program staff received 6 new applications during the month regarding improvements needed by these low income homeowners. The PiP program has had some delays due to Pip crew being needed for other City projects.

Code Enforcement Activity

- Delivered 27 Door Hangers for Nuisance Issues
  - 15 successes
  - 55% Success Rate
- Newly Opened Cases
  - 4 Nuisance
  - 6 Property Maintenance

- Action Plans Received to Resolve Property Maintenance Issues
    - 3
- Citations Issued
    - 0 Nuisance
    - 4 Property Maintenance
- Cases Adjudicated to District Court
    - 4 Nuisance
    - 10 Property Maintenance
- 16 Cases Heard in District Court
    - 5 Nuisance
    - 11 Property Maintenance
    -
- 2 Bi-weekly Community Development Coordination meeting were conducted

- 2 Bi-weekly Code Enforcement meeting were conducted
    - Concentrating on ways to improve efficiency
    - Focusing on the problem rather than the process
    - Working toward solutions and results rather than paper processing

- Continuing to concentrate code enforcement efforts in targeted neighborhoods.
- Continued door hangers as an initial form of contact with approximately 55% response rating for immediate call back and contact with citizen
- No demolitions were conducted this month due to depletion of budgeted funds
- Multiple residential and commercial projects in various stages of development
- Love's Travel Plaza and Country project is underroof and moving forward
- Love's Sleep Inn project plans have been finalized and permit application will take place early July with construction beginning immediately. Estimated cost of $ 5,670,000.00
- Multiple residential and commercial projects in various stages of development

Code Enforcement

Nuisance & Junk Vehicle Complaints		Property Maintenance Complaints		Building Code Complaints	
Received:	20	Received:	22	Received:	0
Corrected:	13	Corrected:	05	Corrected:	0

Housing Code Complaints		Zoning Complaints	
Received:	01	Received:	00
Corrected:	00	Corrected	00

Permits, Applications, and Licenses

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

Occupancy Permit	
Received:	04
Issued:	03

Housing Inspections
Conducted: 37
Passed: 37

Revenue

Building Permits:	$366.00
Miscellaneous Permits:	233.50
Occupancy Permits:	105.00
Utility Permits:	00.00
Reviews, Amendments, and Appeals:	00.00
Rental Licenses:	50.00
Paid Inspections:	00.00
Municipal Infractions:	00.00
TOTAL	$754.50

Demolition Permit (Bonds) $00.00

Historic Planning/Preservation

The Cumberland Historic Preservation Commission met on Wednesday, June 10 at 4pm in the City Hall Council Chambers. Six Certificates of Appropriateness were reviewed at the meeting. The agenda appeared as follows:

III. CERTIFICATES OF APPROPRIATENESS - CONSENT AGENDA
A. 217 Washington Street – Perry Wellington Realty – Debbie Grimm

IV. CERTIFICATES OF APPROPRIATENESS
A. 105 Baltimore Street – Brian Grimm
B. 532 Washington Street – Holly Bambino
C. 128 Baltimore Street – Department of Labor and Licensing – Sharon Mike
(Request to Amend COA #679)
D. 232 North Centre Street – Dynamic TechX – Maegan Booth
E. 326 South George Street – Joseph Briglia (Plamondon Enterprises, Inc.)

The application for 326 South George Street was tabled until the July meeting date in order for the applicant to provide needed documentation for the request to demolish the structure.

One additional Certificate of Appropriateness was reviewed and approved administratively by staff for 103 Washington Street.

There were no Section 106 reviews processed in June.
Progress continues with the Certified Local government subgrant – funded projects to update the historic context and Preservation Guidelines for the Canal Place Preservation District. The consultant firm met for a work session with the Historic Preservation commission at their June 10th meeting. The consultants presented a first draft of the Historic Context Update for review and comment. A review of the current Preservation Guidelines is also underway and first revisions are expected in early July.
The project list that was prioritized by the local Sustainable Communities work group was presented to the Mayor and City council for approval of a resolution at their June 2,

2015 meeting. The project list is as follows:

1. Leasehold Improvement Program
2. Upper Story Redevelopment
3. South Cumberland Library
4. Centre Street Parklet
5. Canal Place Skating Park

Progress continues to move slowly on the Neighborhoods Matter grant program but staff will be working with property owners to complete those items currently incomplete in their application and forwarding compliance reviews to the Maryland Historical Trust so that staff can provide notices to proceed to successful applications.

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

Comptroller's Office

The Comptroller's office reports the following information for the month of June, 2015:

Cash Flow:
Attached for your review is a Cash Flow Summary for the month of June 2015.

On June 1, 2015 the City had a positive Cash Balance of $2,196,178. During June 2015, there were debt payments totaling $151,074. The cash balance at June 30, 2015 was $4,215,310.

As of June 30, 2015 the significant balances are:

Taxes receivable (General Fund):		$1,738,710,
FY 2015	$948,954	
FY 2014	341,367	
FY 2013	41,443	
FY 2012	38,600	
FY 2011	53,832	
Prior FY's	353,114	

The current year taxes of $948,954 is comprised of the following major taxes:

Real property (non-owner occupied)	$ 433,762
Non-Corp Personal Property	7,516
Corporate Personal Property	111,515
Real Property (Semiannual payments)	$ 372,134

Accounts Payable: $ 196,465
(This excludes upcoming debt service payments and payroll.)

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

Cash Flow Summary June 2015	Operating Cash	Investments
Beginning Balance 6/1/2015	$ 2,196,178	$ 5,226,170
Plus:		
Total Cash Receipts	$ 4,358,794	$
Cash Transfers (to Investments)	$ 114,880	$ (114,880)
Less:		
Total Cash Disbursements	$ 2,454,542	
Ending Balance 6/30/2015	$ 4,215,310	$ 5,111,290

FY 2016 Real Property Taxes:
On June 30, 2015 we mailed out the FY 2016 Real Property tax bills amounting to 8,141,284 ($4,188,213 for Non-owner occupied real property that will be due on September 30, 2015) and ($3,953,071 for Semi-annual Real Property bills, with $1,976,535.50 payable on September 30, 2015 and $1,976,535.50 payable on December 31, 2015)

Long Term Financing:
The balance of restricted investments now includes the CDA 2012 bond proceeds for capital projects in the amount of $117,464. This does not include any use of the GOB 2013 Bonds proceeds of approximately 1.5 million remaining from the demolition of the Memorial Hospital. GOB 2008 was finally fully expended in April 2015. For CDA 2014 of the total bond issue of $7,533,069, there is a balance of $3,980,285 available for Capital Projects and Capital Equipment budgeted in FY's 2013, 2014 and 2015.

Cash Balances and Taxes Receivable status:
There has not been any need to obtain any short-term borrowing. The cash balance has improved and is expected to remain stable during FY 2015. The tax receivables of $1,738,710 will definitely impact our cash balance. **The real property taxes of $433,762 (non-residential) were due on 9/30/2014 and the $372,134 (residential) taxes were due on 12/31/2014.**

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
July 21, 2015

Description
Administrative Services monthly reports for May and June, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT

June 2015

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JUNE 2015

- POTHOLES AND COMPLAINTS
  - Placed 150 ton of HMA (Permanent Patching) with paver on Pine Ave, Reynolds, Riser, Pearl and Broadway
  - Potholed 19 Streets and 10 Alleys using approximately 42 ton of HMA.

- UTILITY HOLE REPAIR
  - 6Water Utility Hole Repairs using approximately 1 CY of Concrete and 27 tons of HMA.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 6 Traffic Control Signs.
  - Installed/Repaired 5 Street Name Signs.
  - Installed 4 HC Signs.

- SWEEPER
  - Swept 76 curb miles (approx. 20 cubic yards of debris).
  - Hauled 16 tons of debris from sweeper dumps to landfill.

- MISCELLANOUS
  - Completed 22 Service Request.
  - Cleaned Baltimore Street Underpass 4 times.

STREET MAINTENANCE - JUNE 2015		6/1-6/6	6/7-6/13	6/14-6/20	6/21-6/27	6/28-6/30	TOTAL
SERVICE REQUEST COMPLETED		5	5	6	5	1	22
PAVING PERFORMED	TONS		90	60			150
CONCRETE WORK	CY				1		1
UTILITY HOLES REPAIRED	WATER	1		1	2	2	6
	SEWER						0
	CY					0.75	1
	TONS	18.5		2.5	3.0	3.0	27
POTHOLES FILLED	STREETS	1	12	2	4		19
	ALLEYS	5	2	1	2		10
	DAYS						0
	Cold Mix						0
	TONS	11.5	11.0	6.0	13.5		42
PERMANENT PATCH	CY						0
	TONS		90	60			150
COMPLAINTS COMPLETED					2		2
	CY						0
	TONS				2		2
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					6		6
STREET NAME SIGNS REPAIRED/INSTALLED					5		5
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
					4		4
							0
PAINTING PERFORMED	BLUE				5		5
	YELLOW						0
	RED				2		2
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS		5				5
	MILES		76				76
SWEEPER DUMPS HAULED TO LANDFILL	TONS	16.0					16
SALT BARRELLS - Set out/Re-Fill	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS		1	1	1	1		4
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days	1	1		1	1	4
Check Drains/Clean Debris	DAYS		1	3		2	6
LEAF PICK UP	Loads						0

McMullen Bridge Sidewalks: Cleaned up garbage and sprayed weeds

Traffic Control for Heritage Days

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
JUNE 2015

- Constitution Park
  - Cut grass 7 days.
  - Maintained facilities in Park and prepared for Day Camp.

- Mason Complex
  - Cut grass 5 days.

- Field Work
  - Continued to Line and Drag 6 Softball Fields and 2 Baseball Fields
  - Line Soccer Fields 3 times.
  - Made pluming repairs @ Cavanaugh & Long restrooms.

- Miscellaneous Work
  - Garbage and Bathrooms are cleaned 3 times a week.
  - Cut grass weekly at other 25 areas.

Parks and Recreation Department								
Field Work								
June 2015								
		Line		Spike		Drag		
Flynn		14		1		4		
Nonnennmann		14				4		
North Craft		14				4		
Bowers		4				1		
Galaxy		3						
United		3						
Nonnennmann SF								
Bowers FB								
Tigers Practice								
Long		20		1		6		
Abrams		16		1		6		
Cavanaugh		17				5		
JC		17				3		

Parks and Recreation Department					
Grass Cutting					
June 2015					
		P&R			Seasonals
Fairmont		2			2
Ridgedale		2			2
Springdale		4			4
Mason		5			2
Park		7			3
Long		4			4
Cavanaugh		4			4
Smith Park		4			4
Vets Park		3			3
Pine Ave		3			3
JC		4			3
Valley St Parklet		3			3
Abrams		5			4
Washington HQ		3			3
Sun Dial		3			3
Lucys Park		1			1
MCS					1
Evitts Creek					
Boat Ramp		1			1
Davidson 332-334		1			1
Mullen		1			1
500 Block of Maryland Ave.		1			1
14 Somerville in Rear		1			1
Old HRDC		1			1
Rolling Mills Parklet		1			1
East Side School		1			1
406, 408, 424 Goethe		1			1
Pistol Range		2			1
Across from Hartley's		1			1
532 Centre		1			1
305-307 Industrial Blvd.					
730 Bedford					

Parks and Recreation Department
Miscellaneous Work
June 2015
Repaired leaks @ Long and Cavanaugh bathrooms - 6/2/15

Fleet Maintenance
June 2015

Total Fleet Maintenance Projects	**143**
Street Maintenance	28
Snow Removal	0
DDC	1
CPD	32
Water Distribution	13
P & R Maintenance	12
CFD	9
Sewer	11
Code Enforcement	0
Flood	1
PIP	0
WWTP	0
Engineering	0
Facility Maintenance	0
Fleet Maintenance	2
Central Services	0
Municipal Parking	0
Public Works	0
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	27
Field Service Calls	7
Total Work Orders Submitted	**30**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
July 21, 2015

Description
Maintenance Division monthly report for June, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
July 21, 2015

Description
Utilities and Central Services monthly report for June, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Work Session Minutes

2nd Floor Conference Room
City Hall
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, May 19, 2015
4:00 p.m.

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, David Kauffman; Council Member Nicole Alt-Myers entered the meeting at 5:10 p.m.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; Media

MOTION: Councilman Kauffman motioned to convene the meeting, Councilman Caporale seconded, and the motion passed on a vote of 4-0.

Mayor Grim stated the purpose of this visioning work session was to establish short term and long term goals and give direction to the City Administrator.

I. INFRASTRUCTURE

Significant efforts had been made over the past several years to address road conditions. This needs to remain a priority, knowing there is no million dollar revenue source to draw from.

Moving forward, the approach should be to identify high volume arterial roads that need addressed. Milling and paving would resume with Carl Belt. A reasonable amount of funding was left and the same amount of streets as last year could be paved, if not more. The State has extended an offer to provide funding for damages to Greene Street.

Residual funds from the Memorial demolition will be targeted to streets around the Memorial area. The old philosophy was to replace sewer and water lines as the streets were paved, but Mr. Rhodes has taken a new approach by taking calculated risks in doing the streets and not always addressing the water/sewer lines in order to stretch the paving dollar further.

Fiber connectivity needed to be stated as an infrastructure concern as more and more businesses interested in moving to the area are also looking for high speed internet. ARC funds were requested to establish fiber in the downtown, but that project was not ranked high by the County. The City and the Board of Ed have reached an agreement on establishing connectivity using 50% matching funds by the City and 50% by the BOE.

City staff believes that it will be cost prohibitive to continue to provide city-wide wi-fi services. The service had not taken off as had been hoped and the area is topographically challenged to provide this service. A suggestion had been offered to relocated some of the wi-fi equipment to the central

business district in order to establish free wi-fi in the downtown area. There would be some cost involved, but the City had most of the parts and pieces that would be needed.

Increasing the number of street lights in the neighborhoods to help address crime issues had been looked at and cost estimates had been sought. The city will continue to make it a priority to get the lights fixed that are already there and investigate additional lighting for neighborhoods that may need it.

Centre Street was at the top of the paving list; whether it would be milled and paved or handled block by block was still under consideration. Mechanic Street would be ready to bid out this summer.

It was noted that a more effective approach was needed to identify neighborhoods that would be receptive to becoming bicycle friendly.

II. ECONOMIC DEVELOPMENT

There were several sites for which the City needed to made decisions about in terms of economic development initiatives. Those were:

19 Frederick Street
Each Side School
Memorial Campus

The City now had a detailed economic development strategic plan with sites identified, and the Economic Development Commission was to be commended for taking the City in this direction. The key would be to not take the accelerator off in terms of implementing the plan. It was hopeful that the Economic Development 501c3 would be implemented this year and it was noted that the business community had been very receptive to this plan.

III. FINANCES

Mayor Grim advocated for continued funding of the Neighborhoods Matter program and blight removal program. He suggested that the City reach beyond eliminating blight and actually target certain neighborhoods for transformation.

The City was in a better place financially but the question of consolidating services with the County still needed to be addressed.

Recent conversations taken place with the downtown property owners regarding whether it would be possible to eliminate the downtown mall tax and, if so, which services could be retained and which could not. The tax currently provides a $230,000 revenue stream. Mayor Grim advocated for the City to carry the burden of the tax and change the function of the Downtown Development Commission. Councilman Kauffman suggested that if certain services were wanted, a fee-based program could be considered rather than tying the services to improvements. Mayor Grim stated he

had heard from both sides and the sentiment was neither services nor programming should be reduced. He was not inclined to implement new taxes for new services without a super majority support to do so.

The City continues to struggle to balance the budget and operate as a full-service city. The Mayor and Council, however, had wanted no tax increase for FY16. The City lost $24 million in the tax base in FY16 and has lost $76 million since 2011. The City is currently in the first year of the 3-year assessment period. Operations in general are very tight, the debt coming back onto the books is old debt that was refinanced, and there is not a lot of room for error. The City has, however, climbed from a B category financial rating to an A category.

IV. PUBLIC SAFETY

Mayor Grim had joined with the State Comptroller today to recognize members of the Cumberland Police Department for their efforts during the unrest in Baltimore City.

Councilman Bernard advocated for the police department taking a more proactive role in drug interdiction.

Councilman Caporale advocated for more cooperation with the states' attorney in conjunction with a more aggressive approach to addressing crime.

Councilman Kauffman requested that the City be aggressive in identifying FY16 funding for COLA's for employees.

V. UTILITIES AND SERVICES

Mayor Grim stated that all enterprise funds should be self-sustaining and should not be supplemented with tax dollars because those services are used by citizens outside of the city, as well. He recommended that the sewer rates be increased by 10%.

Councilman Kauffman suggested that utilities was another area of consolidation of services that needed to be explored.

VI. NEIGHBORHOODS AND BLIGHT

It was noted that CSX remains a great partner in the community, but has many challenges, as well. The City needs to do what it can to impress upon the CSX decision makers that, in terms of the bridges they want to remove, there are alternate designs to give CSX what they need and still give connectivity to the residents.

The code enforcement staff is trying a more personal approach to addressing enforcement issues by using a phone call and/or knocking on the door rather than sending a letter, which takes the efforts of several people, followed by a citation if nothing happens. The City will continue to investigate technology to upgrade the citation process.

The George Street Garage is underused and many people don't know how it works. Business owners would like it to be more user friendly. In the next fiscal year, the City will be making improvements to the electronics at the garages to allow all modern payment options to be accepted and provide signage upgrades and the upgrades to the general usability of the garage.

The Neighborhood Advisory Commission was trying to encourage residents to take more pride in their neighborhoods and be more mindful of crime and litter. The Commission plans to design logos for each specific neighborhood.

VII. TECHNOLOGY

The City is working to revise its website. The project is still in the review process and staff was hoping to get significant input from the public. It was expected that the new site would be up and running by the middle of June. The City contracted with Civic Plus 6-8 months ago for the update and the new site will be designed to improve search functions, access to content, and accessibility for mobile devices.

The City is still working through the bugs of the New World software update.

VIII. RESOURCES

Councilman Kauffman noted that the City has consistently leveraged its assets to provide greater opportunities to spur growth.

The City needed a new forest management plan for the watershed and additional funding was identified in the FY16 budget to provide for an assistant for the City's forester.

The City's recycling program was seeing participation at a 30% level and the contractor has indicated that this community has bought into the program more quickly than many other places they have worked with. A meeting was set for this week to review possible enhancements to the recycling program and a summer intern had been hired to specifically work on increased marketing for the program. Although there had been a few bumps in the road, the transition to Burgmeier's Hauling had gone very well.

IX. OTHER

Mayor Grim challenged the City Administrator to spend more time visiting employees and work sites, and talk with the employees about what they need to fulfill their responsibilities. Councilman Bernard asked that he also consider riding along with the police officers on occasion to get a better understanding of what is going on in their world.

X. OVERARCHING GOALS

Councilman Kauffman stated that population growth needed to be retained as a consistent theme with regard to driving economic development.

The City Administrator needed to be in the departments more and communication needed to be improved. That would come at a cost, however, knowing that the Administrator would need to put additional time into making that happen with an already stretched schedule. The organizational structure needed to be looked at to determine how those goals can be reached. Additional methods to communicate to employees and citizens would be considered.

Councilman Bernard stated he would like to see the Parks and Rec Commission take a more active role in promoting recreation and recreational events. Many on the Commission were unaware of what their mission is. A visioning session had been recommended to come up with short term and long term goals. Mr. Rhodes provided some history on the restructuring of the parks and recreation department and programing and staff cuts that occurred due to economics. Mr. Rhodes stated he would follow-up with the chair of the Commission.

V. PUBLIC COMMENT

No public comments were offered at this time.

VI. ADJOURNMENT

With no further business at hand, Councilman Kauffman motioned to adjourn the meeting, Councilman Bernard seconded, and the motion passed on a vote of 5-0.

The meeting adjourned at 5:20 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Regular Council Agenda
July 21, 2015

Description
Approval of the Work Session Minutes of May 19, 2015

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Administrative Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, May 5, 2015
5:30 p.m.

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

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

NOTICE: Notice of intent to hold an Administrative Session on May 5, 2015 at 5:30 p.m. was provided to the media via email notification and posted to the City's website on May 1, 2015.

MOTION: 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 5-0.

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

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

TOPICS: Union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:
Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Administrative Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, May 19, 2015
5:30 p.m.

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

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

NOTICE: Notice of intent to hold an Administrative Session on May 19, 2015 at 5:30 p.m. was provided to the media via email notification and posted to the City's website on May 15, 2015.

MOTION: Motion to enter into closed Administrative Session to discuss personnel issues and union negotiations pursuant to Sections 10-508 (a) (1) and (9) of the State Government Article of the Annotated Code of Maryland was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

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

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

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

TOPICS: Personnel issues and union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:
Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
July 21, 2015

Description
Approval of the Administrative 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 ENACT A NEW SECTION 10-33 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PROVIDING A PROPERTY TAX CREDIT FOR THE REHABILITATION OF COMMERCIAL STRUCTURES IN WHICH CERTAIN QUALIFYING INVESTMENTS FOR THE ADAPTIVE REUSE OF SUCH STRUCTURES ARE MADE, TO RENUMBER CURRENT SECTIONS 10-33 TO 10-35 AND TO REPEAL AND REENACT CURRENT SECTION 10-33 (SUBJECT TO THE AFORESAID RENUMBERING) SO AS TO PROVIDE THAT THE AVAILABILITY OF THE TAX CREDIT ENACTED HEREIN IS RESTRICTED TO PROPERTY OWNERS WHO REMAIN CURRENT ON THE TAXES ASSESSED AGAINST THE PROPERTY FOR WHICH THE TAX CREDIT IS SOUGHT."

WHEREAS, Section 9-256 to the Tax-Property Article of the Annotated Code of Maryland, authorizes county and municipal governments to grant, by law, a property tax credit against the county or municipal property tax imposed on an existing commercial structure in which a qualifying investment is made for the purpose of allowing for adaptive reuse of the structure;

WHEREAS, the new law states that County and municipal governments may provide, by law, for (1) the maximum amount of the tax credit that may be provided to a single recipient or all recipients in a taxable year; (2) additional eligibility criteria for the tax credit; (3) regulations and procedures for the application and uniform processing of requests for the tax credit; and (4) any other provision necessary to carry out the tax credit; and

WHEREAS, the purpose of this Ordinance is to enact provisions which allow for a local property tax credit consistent with the foregoing.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that sections 10-33 to 10-35 of the Code of the City of Cumberland are hereby renumbered as sections 10-34 to 10-36.

SECTION 2: AND BE IT FURTHER ORDAINED, that a new Section 10-33 of the Code of the City of Cumberland be and is enacted, to read as follows:

Sec. 10-33. – Tax credit – Rehabilitation of commercial structures.

(a) Pursuant to the authority contained in Md. Tax-Prop. Code Ann. § 9-256, there shall be credit against the property tax imposed on an existing commercial structure in which a qualifying investment is made for the purpose of allowing for adaptive reuse of the structure.

(b) In this section, "qualifying investment" means the cost of installation or rehabilitation of building features for the purpose of bringing an existing commercial structure into compliance with current building codes relating to safety or accessibility. "Qualifying investment" includes costs incurred for:
   (i) elevators;
   (ii) fire suppression systems;
   (iii) means of ingress or egress; or
   (iv) architectural or engineering services related to installation or rehabilitation of these or similar building features.

(c) The tax credit under this section may:
   (1) not exceed 50% of the amount of qualifying investment in a structure; and
   (2) be granted for up to a 10–year period in an equal amount each year.

(d) The tax credit under this section shall not be available for commercial structures or parts thereof which do not comply with current building code standards if they were constructed or improved when those standards were in place. Nevertheless, it shall be available as to those portions of a commercial structure that were built before such standards became effective.

(e) A qualifying investment of no less than $25,000.00 is required in order to be eligible for the tax credit provided for herein.

SECTION 3: AND BE IT FURTHER ORDAINED, that former section 10-33 (now renumbered section 10-34 is hereby repealed and reenacted to read as follows:

Sec. 10-34. - Eligibility for real property tax credit—Condition.

In order to be otherwise eligible for a real property tax credit provided for in sections 10-28 through 10-33 of this Code, a property owner must remain current in any taxes assessed against the property for which the tax credit is sought.

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

Passed this ____ day of _____, 2015.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Regular Council Agenda
July 21, 2015

Description

Ordinance *(1st reading)* - enacting Section 10-33 of the Code to provide for a property tax credit for the rehabilitation of qualifying commercial structures

Approval, Acceptance / Recommendation

- [ ] Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

RESOLUTION NO. _____

A Resolution of the Mayor and City Council of Cumberland, Maryland, granting the Carver Community Center, Inc. property tax credits for the tax years 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 property tax credit against certain property owners; and

WHEREAS, the Carver Community Center, Inc. is a property owner designated in Section 9-302(b)(8) of the Tax-Property Article of the Annotated Code of Maryland; and

WHEREAS, the Carver Community Center, Inc. has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and

WHEREAS, the Mayor and City Council of Cumberland desires to grant to the Carver Community Center, Inc. a property tax credit against the municipal corporation property tax imposed on the Carver Community Center, Inc., for the tax years 2015-2016.

NOW, THEREFORE, BE IT RESOLVED THAT, the Carver Community Center, Inc., be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax years 2015-2016.

Given under our Hands and Seals this 21st 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

CARVER COMMUNITY CENTER, INC.
P.O. Box 241
340 FREDERICK STREET
CUMBERLAND, MD 21501-0241
Phone:/ Fax: (240) 362-2582

July 8, 2015

Dear Mayor and City Council,

The Carver Community Center Inc. wishes to again request the tax fee waiver for our lot located on the corner s of Frederick and Marshall Streets within the city of Cumberland. The Carver Community Center Inc. will also be requesting this same waver from the Allegany County Commissioners.

The Carver Community Center is a small local 501 C 3 nonprofit founder through various partnerships between the cities, county, and state governments as well as many local church, community and civic organizations.

The Carver Community Center Inc. Board of Directors will greatly appreciate any assistance that you can give to us in this matter and in support of all of our future endeavors. We also would like to sincerely thank you in advanced for granting this request.

Sincerely,
Bonita Austin
Bonita Austin
Board President
Cc: Carver Community Center Inc. Board of Directors

City of Cumberland **Live** TA0080S1
7/15/15 PROPERTY TAX SYSTEM

Documents Exist

Inquiry

Prop#..: 23-001233 School Dist.: CUMB SCHLS
Owner..: CARVER COMMUNITY CENTER INC
Address: FREDERICK ST *TXC015*
Mail To: CARVER COMMUNITY CENTER INC Payoff Date : 7/15/2015
PO BOX 241 Total Billed: 1,073.31
******** Tot. Dsc App: .00
CUMBERLAND MD 21501-0241 Total Paid..: 852.23
Phone..: Total Due W/SC: 221.08

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
_	2015	1	1	201511653	221.08	.00	.00	.00	221.08
_	2006	1	1	200611049	129.86	.00	44.20	174.06	.00
_	2005	1	1	200510983	108.06	.00	.00	108.06	.00
_	2004	1	1	200404982	91.96	.00	.00	91.96	.00
_	2003	1	1	000089667	69.81	.00	7.00	76.81	.00
_	2002	1	1	000079275	55.02	.00	6.60	61.62	.00
_	2001	1	1	000068075	55.02	.00	.00	55.02	.00
_	2000	1	1	000056900	65.52	.00	.00	65.52	.00

Regular Council Agenda
July 21, 2015

Description
Resolution granting the Carver Community Center, Inc. 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 21, 2015__

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY16entitled "Safe Streets" in the amount of One Hundred Seventy Thousand Dollars and No Cents ($170,000.00) for the period 07/01/15 through 06/30/16 to provide salary support, overtime pay, and contractual services.

_____

Brian K. Grim, Mayor

Grant: MDSS-2016-1405

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

July 02, 2015

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

RE: MDSS-2016-1405

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled **"Safe Streets"**, in the amount of $170,000.00 has received approval under the Maryland Safe Streets 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 Safe Streets Program addresses high incidents of crime in Cumberland and the surrounding communities. Strategies rely heavily on the cooperation of coalition partners for intelligence gathering, streamlined information sharing, targeted enforcement, and effective prosecution. Resources are leveraged to identify, track and apprehend violent offenders. Grant funds will provide salary support, overtime, and contractual services.

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: Mr. David A Goad

6/30/2015

Control Number: 30341
GOCCP Regional Monitor: Beasley, Lashonde
GOCCP Fiscal Specialist: Galarza, Andrew

Governor's Office of Crime Control & Prevention

Grant Award & Acceptance Form

Grant Award Number: MDSS-2016-1405
Sub-recipient: Cumberland Police Department
Project Title: Safe Streets
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2015 - 06/30/2016**

CFDA: State

Funding Summary			
	Grant Funds	100.0 %	**$170,000.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$170,000.00**

Budget Version: 1

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

Maryland Safe Streets

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: MDSS-2016-1405
Sub-recipient: Cumberland Police Department
Project Title: Safe Streets
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2015 - 06/30/2016**

CFDA: State

Funding Summary			
	Grant Funds	100.0 %	**$170,000.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$170,000.00**

Personnel

Description of Position	Salary Type	Funding	Total Budget
Law Enforcement City/County	Overtime	Grant Funds	$12,350.00
		Personnel Total:	$12,350.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Crime Analyst - Fringe	Grant Funds	0	$3,825.00	$3,825.00
Crime Analyst - Salary	Grant Funds	1	$24.04	$50,000.00
Safe Streets Coordinator - Fringe	Grant Funds	1	$3,825.00	$3,825.00
Safe Streets Coordinator - Salary	Grant Funds	1	$24.04	$50,000.00
State's Attorney - Salary	Grant Funds	1	$24.04	$50,000.00
			Contractual Services Total:	$157,650.00

Approved: Gina Weems
GOCCP Authorized Representative

Effective Date: 7/1/2015

Regular Council Agenda
July 21, 2015

Description

Order authorizing the Chief of Police to accept a GOCCP Safe Streets Grant for FY16 in the amount of $170,000.00 for personnel, equipment, and overtime costs associated with this ongoing initiative

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 21, 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 Gun Violence Reduction Grant entitled "Gun Violence Reduction Initiative" for FY16 in the amount of Eight Thousand Dollars and No Cents ($8,000.00) for the period 7/1/15 – 6/30/16 to provide overtime support, gun related investigations, and specialized gun interdiction patrols to assist in the execution of search warrants.

_____

Brian K. Grim, Mayor

Grant: GVRG-2016-1806

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 30, 2015

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

RE: GVRG-2016-1806

Dear Chief Hinnant:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled **"Gun Violence Reduction Initiative"**, in the amount of $8,000.00 has received approval under the STOP Gun Violence Reduction Grant - Cease Fire Council 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 Gun Violence Reduction Initiative assists in developing and implementing strategies specifically intended to reduce gun related crime in the State of Maryland. The program provides for gun related investigation and specialized gun interdiction patrols to assist in the execution of search warrants and stopping of suspicious vehicles. Grant funds provide salary support.

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 **Ellen Blonder**, your Regional Monitor, or **Irina Popik**, Fiscal Specialist, at (410) 821-2828. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our State.

Sincerely,

Edward Parker
Deputy Director

cc: Lieutenant Chuck Ternent

6/24/2015

Control Number: 30274
GOCCP Regional Monitor: Beasley, Lashonde
GOCCP Fiscal Specialist: Popik, Irina

Governor's Office of Crime Control & Prevention

Grant Award & Acceptance Form

Grant Award Number: GVRG-2016-1806
Sub-recipient: Cumberland Police Department
Project Title: Gun Violence Reduction Initiative
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2015 - 06/30/2016**

CFDA: State

Funding Summary			
	Grant Funds	100.0 %	**$8,000.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$8,000.00**

Budget Version: 1

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

STOP Gun Violence Reduction Grant - Cease Fire Council

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: Popik, Irina

Budget Notice

Grant Award Number: GVRG-2016-1806
Sub-recipient: Cumberland Police Department
Project Title: Gun Violence Reduction Initiative
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2015 - 06/30/2016**

CFDA: State

Funding Summary			
	Grant Funds	100.0 %	**$8,000.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$8,000.00**

Personnel

Description of Position	Salary Type	Funding	Total Budget
Officers	Overtime	Grant Funds	$8,000.00
		Personnel Total:	$8,000.00

Approved: Gina Weems
GOCCP Authorized Representative

Effective Date: 7/1/2015

Regular Council Agenda
July 21, 2015

Description

Order authorizing the Chief of Police to accept a GOCCP STOP Gun Violence Reduction Grant titled "Gun Violence Reduction Initiative" for FY16 in the amount of $8,000 for overtime to perform gun related investigations and specialized gun interdiction patrols, and to assist in the execution of search warrants to proactively combat street level violent crime

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 21, 2015_

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

THAT the bid of Ritter & Paratore Contracting, Inc., 2435 State Route 5, Utica, New York 13502, for the "Demolition of East Side School Project" (17-14-M), be and is hereby accepted in the estimated unit price amount of Two Hundred Sixty-four Thousand Dollars and No Cents ($264,000.00); and

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

_____

Mayor Brian K. Grim

Contractor	Base Bid
Ritter & Paratore Contracting	$264,000.00
Braddock Construction	$279,000.00
Brightfields, Inc.	$379,000.00
Goel Services	$798,000.00

Funding: 001.036.57170

THE EADS GROUP ENGINEERING ARCHITECTURE and DESIGN SERVICES				**ARCHITECTURAL QUALITY RECORD**	
Owner:	The City of Cumberland Maryland	Record Name:	Apparent Low Bidder Recommendation Letter		
		Form/Checklist No.:	ARC-01-20	Rev. No.:	0
Approved By:	BOD	Effective Date:	9/14/2004	Page:	1 OF 1

Date

The City of Cumberland Maryland
57 North Liberty Street
Cumberland, MD 21502

Attention: Mayor and City Council

Demolition of East Side School
City Project No. 17-14-M

We have investigated the references submitted by the apparent low bidder Ritter and Paratore Contracting, Inc. previously for the Memorial Hospital Demolition Project. Based on the response by the bidder's references, and there performance on the hospital demolition project the Contractor appears to be a responsible bidder.

Their bid amount was also well within our opinion of probable demolition cost of $400,000.

EADS Architects, Inc.
An EADS Group Company

Timothy B. Hoffman, AIA

Timothy B. Hoffman

Project Manager

Printed Copies Of This Document Are Uncontrolled

Demolition of East Side School

City Project No. 17-14-M

Bid Opening: July 8, 2015 - 2:30 p.m., City Hall Council Chambers

		Unit prices (1002 thru 1005 are add/deduct)								
Company	**Total Base Bid Amount**	**1002 - TSI**	**1003 Floor Tile and Black Mastic**	**1004 Floor Tile Black Mastic Only**	**1005 Wall (Ledge) Flashing Material**	**1006 12" Filter Log**	**1007 18" Filter Log**	**1008 32" filter log**	**1008 Super Silt fence**	**1009 Deduct- Parking Lot Removal**
Braddock Construction	$ 279,000.00	$ 24.00	$ 3.60	$ 3.60	$ 3.60	$ 20.00	$ 20.00	$ 500.00	$ 20.00	$ 6,000.00
Ritter & Paratore Contracting	$ 264,000.00	$ 15.00	$ 1.40	$ 1.00	$ 12.00	$ 18.00	$ 28.00	$ 44.00	$ 29.00	$ 5,500.00
Brightfields, Inc.	$ 379,000.00	$ 18.00	$ 6.00	$ 3.00	$ 2.00	$ 15.00	$ 30.00	$ 100.00	$ 25.00	$ 19,750.00
Goel Services	$ 798,000.00	$ 30.00	$ 6.25	$ 6.00	$ 6.50	$ 200.00	$ 225.00	$ 250.00	$ 20.00	$ 70,000.00

Regular Council Agenda
July 21, 2015

Description

Order accepting the proposal of Ritter and Paratore Contracting, Inc. for the "Demolition of East Side School" (City Project No. 17-14-M) in the estimated unit price of $264,000.00

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award the contract to the apparent low responsive bidder, Ritter and Paratore Contracting, Inc., in the estimated unit price of $264,000.00, as recommended by the EADS Group. Three other bids were received: Braddock Construction in the amount of $279,000.00, Brightfields, Inc. in the amount of $379,000.00, and Goel Services in the amount of $798,000.00.

☑ Budgeted

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

Value of Award (if applicable)

$264,000.00

Source of Funding (if applicable)

001.036.57170

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __July 21, 2015_

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

THAT the bid of Allegheny Restoration, Inc., 723 Lindwood Drive, Greensburg, PA, 15601 for the Project "Frederick Street Parking Garage Repairs" (10-15-M), be and is hereby accepted in the estimated unit price of Forty-eight Thousand, Nine Hundred Forty Dollars and No Cents ($48,940.00); and

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

_____

Mayor Brian K. Grim

Contractor	Bid Amount
Allegheny Restoration, Inc.	$48,940.00
Eastern Concrete Restoration, LLC	$95,588.00

Funding: 020.095.63000

Project Information

Project Title: Frederick Street Parking Garage Repairs

Project Description: remove and replace exsiting expansion joint material

City Project: 10-15-M

Bid Opening

Date and Time: July 8, 2015 at 2:30 pm

Location: Council Chambers, City Hall, Cumberland, MD 21502

	Eastern Concrete Restoration LLC				Allegheny Restoration Inc			
Description	Unit	Unit Cost	Quantity	Total Unit Cost	Unit	Unit Cost	Quantity	Total Unit Cost
Project Mobilization, License and Permits	LS	$ 35,000.00	1	$ 35,000.00	LS	$ 1,500.00	1	$ 1,500.00
Partial Depth Floor Repair	SF	$ 37.00	100	$ 3,700.00	SF	$ 38.00	100	$ 3,800.00
Ceiling Repair	SF	$ 68.00	30	$ 2,040.00	SF	$ 68.00	30	$ 2,040.00
Replace Tee to Tee Sealant and Cove Sealant	LF	$ 8.57	6,400	$ 54,848.00	LF	$ 6.50	6,400	$ 41,600.00
		Total Bid		$ 95,588.00				$ 48,940.00

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

Kim Root

Kim Root
Contract Labor Compliance Specialist

7/8/2015
Date

Regular Council Agenda
July 21, 2015

Description

Order accepting the proposal of Allegheny Restoration, Inc. for the "Frederick Street Parking Garage Repairs" (City Project No. 10-15-M) in the estimated unit price of $48,940.00

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute contract documents with Allegheny Restoration, Inc for City Project 10-15-M, "Frederick Street Parking Garage Repairs." The award amount will be in the estimated unit price of $48,940.00. One other bid was received from Eastern Concrete Restoration, LLC in the estimated unit price of $95,588.00. The contract time is set to be 4 weekends beginning Fridays at 7:00 pm and ending Mondays at 5:00 am.

☑ Budgeted

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

Value of Award (if applicable)

$48,940.00

Source of Funding (if applicable)

020.095.63000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** July 21, 2015

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

THAT the proposal of CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD 21502 to provide risk management services for the period 7/1/15 through 7/1/16 be and is hereby accepted in the amount of Thirty-two Thousand Dollars and No Cents ($32,000.00).

_____

Brian K. Grim, Mayor

CBIZ Insurance Services, Inc.

44 Baltimore Street * - * Cumberland, MD 21502

---------- INVOICE ----------

Mayor & City Council Of Cumberland, MD
57 N Lberty Street; P.O. Box 1702
City Hall
Cumberland, MD 21502

Invoice Date 06/23/15
Invoice No. 314141
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*369577

Named Insured: Mayor & City Council Of Cumberland, MD

Amount Remitted: $

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/15	07/01/15 to 07/01/16	CBIZ Insurance Services, Inc. Policy No. JULY15TOJULY16 *Renewal - Risk Management Fee	32,000.00
		Risk Management Fee	
		Invoice Number: 314141 Amount Due:	32,000.00

***Premiums Due and Payable on Effective Date**

Regular Council Agenda
July 21, 2015

Description

Order accepting the proposal of CBIZ Insurance Services, Inc. to provide risk management services for the period 7/1/15 through 7/1/16 in the amount of $32,000

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 21, 2015___**

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Cumberland Economic Development Corporation (CEDC) to set forth terms and conditions related to the annual funding and conveyance of property, and how those assets will be utilized by the CEDC.

_____

Brian K. Grim, Mayor

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this the _____ day of June, 2015, by and between the Mayor and City Council of Cumberland, Maryland, an incorporated municipality (the "City") and CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION, a Maryland nonprofit corporation ("CEDC"), both referred to collectively as the "Parties," or individually as the "Party."

WITNESSETH:

WHEREAS, the City is interested in promoting economic development within the City, and thereby creating new, quality jobs for its citizens and increasing the tax base for the City;

WHEREAS, CEDC was organized to reduce the burden of the City in the pursuit of its public purpose of promoting economic development growth;

WHEREAS, CEDC and the City will work cooperatively in promoting economic development growth within the City;

WHEREAS, the City will provide annual funding and convey properties to be used by CEDC for business and industrial sites; and

WHEREAS, the Parties desire to enter into this MOU to set forth the terms and conditions related to this annual funding and conveyances of property, and how those assets will be utilized by CEDC to promote economic development growth within the City,

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Operational Responsibilities of CEDC. CEDC shall have the responsibility of implementing the Strategic Economic Development Plan adopted by the City, and as may be

amended from time to time by the City, in its sole discretion. This overall responsibility will involve duties which include, but are not limited to, the following:

a. Developing and implementing an annual marketing plan to recruit new businesses or encourage existing businesses to expand within the City.
b. Developing and updating marketing materials.
c. Targeting and recruiting companies to locate new businesses within the City.
d. Handling business recruitment clients which are considering locating new or expanding existing businesses within the City.
e. Maintaining regular contact with existing businesses located within the City.
f. Maintaining contact with and making presentations to local civic and business organizations within the City which are important supporters of and stakeholders in the economic development efforts of the City and CEDC.
g. Making recommendations to the City regarding amendments to and updates of the City's Strategic Economic Development Plan.
h. Providing timely reports to the City as described herein.
i. Representing the City at state, national, and international events when appropriate.
j. Providing support for entrepreneurial ventures and small business development activities.
k. Coordinating with City and County-wide partners to promote Cumberland specifically and the Cumberland area generally as a viable place for business, recreation, and residency.

l. Creating and maintaining a catalog of assets to be leveraged for private investment

2. Annual Operational Funding Appropriations. The City shall appropriate to the CEDC funding in the minimum amount of three hundred fifty thousand dollars ($350,000.00) annually. This amount may be increased from year to year by the City, at its sole discretion. Of these funds, the City shall directly pay for the salaries and all benefits of the CEDC staff, who shall continue to be employees of the City, without those funds being transferred to CEDC. The remaining operational funds, after the direct payment of salaries and benefits, shall be paid to CEDC with one-half being paid at the start of the City's fiscal year and one-half being paid six months after the start of each fiscal year. All other expenses of the CEDC, other than salary and benefits, shall be paid directly by CEDC. Any portion of the annual appropriation not associated with salaries and benefits that have not been expended in any fiscal year will be transferred into a reserve fund to be maintained by the CEDC which will be utilized for future economic development efforts.

3. Special Project Funding Appropriations. In addition to the annual operational funding appropriation referred to in Paragraph 2 above, the City may at its discretion and based upon recommendations and requests of the CEDC, appropriate funds from time to time for special projects or initiatives to be undertaken by the CEDC. The level of any special project funding and the purpose for which those funds shall be used shall be set forth in a letter from the City to the CEDC, signed by both of the Parties. Each such letter shall become a part of this MOU.

4. Private Funding. It is understood and agreed to by the Parties to this MOU that the CEDC currently receives private funding in the amount of five thousand dollars

($5,000.00) from each private sector member of its Board of Directors, and the CEDC may at its discretion raise additional private funding in the future. Such private funding is intended to supplement funding provided by the City and is not in substitution of the Cities annual appropriation. All private funding may be expended for economic development purposes at the sole discretion of the Board of Directors of the CEDC. The CEDC shall, within its accounting and financial statements, reflect all private funding and expenditures of those funds separately from funding received from the City.

5. Conveyances of Land. The City will convey to the CEDC two parcels of property. One is an approximately 8 acre parcel that was formerly Memorial Hospital property. The second is approximately a 3.5 acre parcel that was formerly East Side School. The development of these sites shall be in a manner and for purposes agreed upon by the City and the CEDC. The CEDC shall oversee the future development of those sites. Any proceeds realized from the sale of either of these sites will be held in a special fund by the CEDC to be used for the development of additional parcels of property as business parks or sites, the building of shell buildings, and/or the up-fitting and building of special use buildings, all of which will be utilized to recruit new businesses or encourage the expansion of existing businesses within the City of Cumberland.

6. Vehicles. The City will continue to provide a car to the Executive Director/President of CEDC for use in carrying out duties related to the CEDC. The City will pay for all insurance, maintenance, and repairs for that vehicle. The cost of this vehicle, and maintenance and repairs, will not be deducted from the three hundred fifty thousand dollar ($350,000.00) annual appropriation as described in Paragraph 2 above. Given the duties of the Executive Director/President, it is understood and agreed that he/she may drive this

vehicle in accordance with City policy as currently adopted or as may from time to time be amended.

7. Office Space. The City will continue to provide office space to the CEDC for its operations in Suite 107 of City Hall, located at 57 N. Liberty Street. It is understood and agreed, however, that the CEDC may choose to move into office space other than that provided by the City. In that event, the CEDC will be responsible for paying for all rent and other costs related to that office space.

8. Operational Control. The Board of Directors of the CEDC shall have all discretion as to the operational control of the CEDC and its employees on a day to day basis, provided however that all activities of the CEDC shall be consistent with the Strategic Economic Development Plan adopted by the City, and as amended from time to time. The Executive Director/President of CEDC will report to the Board of Directors as to all operational matters on a day to day basis and shall continue to be an employee of the City for all compensation and benefit purposes.

9. Bi-Annual Reports to the City. No less than bi-annually, the Executive Director/President of CEDC shall report to the City as to all the activities, expenditure of funds, and efforts made to promote economic development in the City. The City will have an opportunity to provide input to the Executive Director/President, which will be taken into consideration by the Board of Directors in the day to day activities of the CEDC. If desired by the City, or if needed by the CEDC, such consultations may be more often than bi-annual. Consistent with the laws of the State of Maryland, when necessary, consultations with the City shall be conducted in accordance with current open meetings legislation.

10. Annual Audits. The CEDC shall have prepared each year an audit by a certified public accountant of its choosing. A copy of that audit will be provided annually to the City at no cost to the City.

11. Special Audits. The City may, at its discretion, direct its staff to undertake special audits of the CEDC's expenditure of public funds (but not of private funds). In the event that the City directs a special audit, the City shall be solely responsible for the costs of such audits.

12. Termination. This MOU may be terminated by either Party by giving at least 180 days advanced written notice in writing to the other Party. Following such termination, neither Party shall any further obligations whatsoever to the other Party. Any such notice shall be delivered by certified mail or personally to the City Administrator of the City or the Executive Director / President of the CEDC respectively.

13. Governing Law. The parties agree that this MOU shall be governed by the laws of the State of Maryland.

14. Notices.

a. Any communication required or permitted by this MOU must be in writing except as expressly provided otherwise in this MOU.

b. Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

i. If to the CEDC, to:
Shawn P. Hershberger
57 N. Liberty St.
Cumberland, MD 21502

ii. If to the City, to:

Jeffrey D. Rhodes
57 N. Liberty St.
Cumberland, MD 21502

c. Any communications hereunder sent to one party shall also be sent to each of the other parties.

d. Any addressee may designate additional or different addresses for communications by notice given under this Paragraph to each of the others.

15. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

16. Severability. If any provision of this MOU shall be determined to be unenforceable, that shall not affect any other provision of this MOU.

17. Entire MOU: Amendments. This MOU constitutes the entire contract between the parties, and this MOU shall not be changed except in writing signed by all the parties.

18. Binding Effect. Subject to the specific provisions of this MOU, this MOU shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

19. Time. Time is of the essence in this MOU and each and all of its provisions.

20. Liability of Officers and Agents. No officer, agent or employee of the City or the CEDC shall be subject to any personal liability or accountability by reason of the execution of this MOU or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in

their official capacities only, and not in their individual capacities. This Paragraph shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

21. Counterparts. This MOU may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]

CUMBERLAND ECONOMIC
DEVELOPMENT CORPORATION

By:_____
(Name)
(Title)

ATTEST:

_____
Secretary

[SEAL]

CUMBERLAND, MARYLAND

ATTEST:

By:_____
(Name)
(Title)

_____
Clerk

Regular Council Agenda
July 21, 2015

Description

Order authorizing the execution of a Memorandum of Understanding with the Cumberland Economic Development Corporation (CEDC) to set forth terms and conditions related to the annual funding and conveyance of property and how those assets will be utilized by the CEDC

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 21, 2015__

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

THAT the sole source proposal from Duke's Root Control, Inc., 1020 Hiawatha Blvd. West., Syracuse, NY 13204-1131, to provide root control services to City sewer mains be and is hereby accepted in an amount not to exceed Forty-three Thousand, Six Hundred Ninety-Four Dollars and Fifty-seven Cents ($43,694.57).

_____

Brian K. Grim, Mayor

DUKE'S Root Control, Inc.

1020 Hiawatha Blvd, West
Syracuse, NY 13204-1131
(800) 447-6687
(315) 472-4781
(315) 475-4203 (FAX)

INVOICE

No. 11092

SOLD TO
ACCOUINTS PAYABLE
CITY OF CUMBERLAND
400 EAST OFFUTT STREET
CUMBERLAND, MD 21502

Auth By DAVID CURRY

Dept. SEWER MAINTENANCE

Job Number	Cust #	Invoice Date	Customer PO #	Ship Via	Product Code
~~15-0109~~	M336	6/25/2015	N/A	N/A	401

QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
987.00	FEET	6" PIPE SEWER ROOT CONTROL	1.59	1,569.33
7,578.00	FEET	8" PIPE SEWER ROOT CONTROL	1.59	12,049.02
1,057.00	FEET	10" PIPE SEWER ROOT CONTROL	1.76	1,860.32
5,274.00	FEET	24" PIPE SEWER ROOT CONTROL	6.35	33,489.90
5,274.00	FEET	JET TRUCK ASSISTANCE	-1.00	-5,274.00
		Federal Tax Number: 75-3026801		

Sent to Finance 6/30/15 cl
003.320.201 J# 301839

NET INVOICE	43,694.57
FREIGHT	0.00
SALES TAX	0.00
TOTAL	43,694.57

TERMS: NET 30 DAYS

INVOICES NOT PAID WITHIN 30 DAYS ARE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL RATE OF 18%

Gmail by Google

Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Sewer Dept Budget

3 messages

Dave Curry <dave.curry@cumberlandmd.gov> Thu, Jul 9, 2015 at 7:30 AM
To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, Joe Urban <joe.urban@cumberlandmd.gov>, John Scarlett <john.scarlett@cumberlandmd.gov>, Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Please approve a budget overrun of $8,600 for 003 320 201 Contracr Services. Dukes Root Control finished their work and we just got the invoice. The over run is needed due to some of those funds used to cover emergency storm water repairs to several pipes including the Frederick St pipe collapse in May.

Thank you

Joe Urban <joe.urban@cumberlandmd.gov> Thu, Jul 9, 2015 at 7:36 AM
To: Dave Curry <dave.curry@cumberlandmd.gov>
Cc: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, John Scarlett <john.scarlett@cumberlandmd.gov>, Cindi Mertens <cindi.mertens@cumberlandmd.gov>

OK here.....this is for FY 2015 right?

Thanks, Joe

Joseph D. Urban
Comptroller
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
301-759-6406

On Thu, Jul 9, 2015 at 7:30 AM, Dave Curry <dave.curry@cumberlandmd.gov> wrote:

> Please approve a budget overrun of $8,600 for 003 320 201 Contracr Services. Dukes Root Control finished their work and we just got the invoice. The over run is needed due to some of those funds used to cover emergency storm water repairs to several pipes including the Frederick St pipe collapse in May.
>
> Thank you

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> Thu, Jul 9, 2015 at 8:50 AM
To: Joe Urban <joe.urban@cumberlandmd.gov>
Cc: Dave Curry <dave.curry@cumberlandmd.gov>, John Scarlett <john.scarlett@cumberlandmd.gov>, Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Assuming its for FY15 I approve.

Regular Council Agenda
July 21, 2015

Description

Order accepting the sole source proposal from Duke's Root Control, Inc. to provide root control services to City sewer mains in an amount not to exceed $43,694.57

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 21, 2015__

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

THAT the Mayor be and is hereby authorized to execute a Donation Agreement by and between Cumberland Choice Rentals, LLC (CCR) and the Mayor and City Council of Cumberland setting forth the terms and conditions of CCR's donation to the City of the following properties in fee simple and "AS IS" condition:

1. 257-259 Williams Street (Tax No. 04-022009)
2. 269 Williams Street (Tax No. 04-025784)
3. 316 Baltimore Avenue (Tax No. 23-009633)

_____

Brian K. Grim, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Cumberland Choice Rentals, LLC** ("CCR") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, CCR owns the parcels of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the "Properties":

A. 257-259 Williams Street, Cumberland, MD 21502 - Tax ID No. 04-022009; described in the deed recorded in Land Records of Allegany County, Maryland in Book 1240, Page 569;

B. 269 Williams Street, Cumberland, MD 21502 – Tax ID No. 04-025784; described in the deed recorded in Land Records of Allegany County, Maryland in Book 1239, Page 285; and

C. 316 Baltimore Avenue, Cumberland, MD 21502 - Tax ID No. 23-009633; described in the deed recorded in Land Records of Allegany County, Maryland in Book 1239, Page 281.

WHEREAS, CCR has offered to donate the Properties to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of $1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. Donation. Subject to the terms and conditions of this Agreement, CCR agrees to donate the Properties together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto

belonging or in anywise appertaining to the City and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

3. **Estate/Condition.** The Properties shall be conveyed to the City in fee simple and in "AS IS" condition. CCR shall convey the Properties to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed(s) for the Properties shall be subject to the following contingencies:

4.1. **Title.** Title to the Properties shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Properties are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Properties.

4.2. **No Occupancy/Property Removal.** This Agreement is contingent upon CCR delivering the Properties to the City free from tenants or inhabitants of any kind. The Properties shall not be subject to any written or oral leases or occupancy agreements of any kind. In furtherance of the foregoing, the City shall have the right to conduct a walk-through inspection of the Properties within 48 hours before settlement.

If, notwithstanding the foregoing, personal property remains in the Properties subsequent to closing, it shall be deemed abandoned and the City may dispose of it in any manner it sees fit without any liability therefor. In that regard, CCR agrees to indemnify and hold the City harmless from and against any and all liabilities, including, but not limited to, attorneys' fees, incurred as a result of or as an incident to the City's disposal of any personal property left behind in the Properties subsequent to Closing. The parties agree that the covenants in this paragraph shall not merge into the deed effecting the conveyance of the Properties to the City and shall survive closing. Further, Denise Vignola joins in the execution of this Agreement for the purpose of personally binding herself, her personal representatives, heirs and assigns to the covenants contained in this paragraph.

4.3. **Waiver of Contingencies.** The City may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement as to any or all of the Properties by accepting a deed or deeds for those Properties. Any waiver of contingencies shall not be effective to effect the waiver of the covenants contained in the second paragraph Section 4.2 above.

5. **Appraisal.** CCR has the right to have the Properties appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Properties to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed(s) for the Properties. Upon delivery of the deed(s) for

the Properties and the City's acceptance of the same, CCR shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)[1]. Upon the City's acceptance of the deed(s) and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Properties in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, CCR shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to CCR with respect to such matters.

6. **Risk of Loss.** The Properties shall to be held at the risk of CCR until legal title has passed to the City.

7. **Possession.** CCR agrees to give possession and occupancy of the Properties to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which CCR held title to the Properties, CCR warrants that the Properties (including land, surface water, ground water, and improvements) have, by acts or omission or commission, not been subjected to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health

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[1] Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

(i) The amount of cash and a description (but not value) of any property other than cash contributed.

(ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).

(iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Properties, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, CCR discloses an environmental condition on the Properties to the City, the City shall have the option to take title to any or none Properties, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to any of the Properties without incurring any liability or obligations as a result of said declination.

10. Transfer Charges/Recording Fees. The transfers of the Properties to the City are exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed(s) for the Properties.

11. Real Estate Taxes/Water & Sewer Bills/Municipal Infractions.

11.1. Real Estate Taxes. The City will waive all City real estate taxes due on the Properties which are conveyed to it. It will secure a waiver of the County real estate taxes due on those Properties or it will pay them.

11.2. Water & Sewer Bills. The City will waive all City water and sewer bills presently due on the Properties which are conveyed to it. CCR shall be responsible for the payment of any water and sewer rents incurred subsequent to the Effective Date.

11.3. Municipal Infractions. All outstanding citations for municipal infractions due to property maintenance or nuisance infractions at the Properties shall be withdrawn as to those of the Properties which are conveyed to the City. If there are any pending court cases for those municipal infractions, they shall be dismissed. If any judgments have been entered for those municipal infractions, they shall be noted as having been satisfied.

12. Breach of Agreement and Default. The City and CCR are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, CCR may pursue any legal or equitable rights which may be available to it. If CCR fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. Assignability. This Agreement may not be assigned except by written agreement of the parties.

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

15. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To CCR:

Cumberland Choice Rentals, LLC
c/o Denise Vignola, Member
4810 Brierwood Road, Suite 100
La Plata, MD 20646

To the City:

Jeffrey D. Rhodes
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. Entire Agreement. This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

17. Invalidity. If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and it shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. **Waiver of Jury Trial. THE PARTIES HERETO EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OR ALL OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.**

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

21. **Modification.** No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

22. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

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

24. **Counterparts.** This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

CUMBERLAND CHOICE RENTALS, LLC

_____ _____(SEAL)
Denise Vignola, sole member

_____
Date

MAYOR AND CITY COUNCIL CUMBERLAND

_____ By:_____(SEAL)
Marjorie A. Woodring, Brian K. Grim, Mayor
City Clerk

_____
date

Denise Vignola personally joins in the execution of this Donation Agreement solely for the purposes set forth in the second paragraph of Section 4.2 herein. Further, in signing below, she agrees to be bound by the terms of Sections 14 and 16 to 24.

WITNESS:

_____ _____(SEAL)
Denise Vignola

_____
Date

Regular Council Agenda
July 21, 2015

Description

Order authorizing the execution of a Donation Agreement with Cumberland Choice Rentals, LLC, setting forth terms and conditions for the City's acceptance of properties at 257-259 Williams Street (Tax No. 04-022009), 269 Williams Street (Tax No. 04-025784) and 316 Baltimore Avenue (Tax No. 23-009633), all in "AS IS" condition

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 21, 2015_____**

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

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of real property together with the improvements thereon which are known as 7 Arch Street and 9 Arch Street, Cumberland Maryland 21502 (hereinafter referred to as the "Properties"), the Properties being more particularly described as follows:

7 Arch Street

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

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

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

9 Arch Street

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

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

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

WHEREAS, the Properties have been determined to be surplus property by the Mayor and City Council of Cumberland.

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT:

1. The Properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland.

2. **BE IT FURTHER ORDERED**, that, the Mayor and City Council intend to grant the Properties to the Allegany County Human Resources Development

Commission, Inc. for the construction of a single family or duplex dwelling no later than September 31, 2017.

3. **BE IT FURTHER ORDERED**, that after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Properties, formal transfer of the Properties to Allegany County Human Resources Development Commission, Inc. may proceed.

_____

Mayor Brian K. Grim

Regular Council Agenda
July 21, 2015

Description

Order declaring 7 Arch Street and 9 Arch Street to be surplus properties and declaring the City's intent to grant the properties to the Allegany County Human Resources Development Commission, Inc. for the construction of a single family or duplex dwelling no later than September 31, 2017

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 21, 2015__

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

THAT the City Administrator be and is hereby authorized to execute a Tolling & Standstill Agreement by and between the American Federal of State, County and Municipal Employees Local 553 (AFSCME) and the Mayor and City Council of Cumberland to stay the proceedings pending in the lawsuit filed by AFSCME (Case No. 01-C-15-042289) and toll the statute of limitations through September 21, 2015, with provisions for an extension through December 21, 2015 by written agreement between the City and AFSCME.

_____

Brian K. Grim, Mayor

TOLLING & STANDSTILL AGREEMENT

THIS TOLLING AND STANDSTILL AGREEMENT ("Agreement") is made by and between American Federation of State, County and Municipal Employees Local 553 ("AFSCME") and Mayor and City Council of Cumberland (the "City") (together, the "Parties").

Recitals

WHEREAS, AFSCME and the City entered into a Collective Bargaining Agreement (the "CBA") with the City which originally covering the period from July 1, 2009 through June 30, 2011;

WHEREAS, the CBA remains in effect due to the automatic renewal provisions contained therein;

WHEREAS, AFSCME alleges that a certain document which purportedly modifies the CBA dated December, 2009 (the "Modification") is effective to bind the City and AFSCME to its terms, and the City had taken the position that the Modification has no such effect;

WHEREAS, AFSCME filed grievances on August 12, 2014 and November 20, 2014 for the purpose of enforcing certain terms of the Modification, but the City refused to arbitrate the grievances for reasons stated in correspondence from Jeffrey D. Rhodes, the City's City Administrator, to Carroll E. Braun, AFSCME's Labor Relations Specialist;

WHEREAS, on or about May 22, 2015, AFSCME filed suit against the City in *American Federal of State, County and Municipal Employees Local 553 v. City of Cumberland, Maryland*, Circuit Court for Allegany County, Maryland, Case No. 01-C-15-042289 (the "Lawsuit"), seeking an order compelling the City to participate in the arbitration of the grievances and additional relief related thereto; and

WHEREAS, the Parties wish to engage in discussions in an attempt to resolve their disagreements by means of negotiating the terms of a new collective bargaining agreement before the Lawsuit proceeds further and expenses related to the Lawsuit are incurred.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Tolling Date. This Agreement shall be effective as of July 21, 2015 (the "Tolling Date").

2. Tolling. The Parties hereby agree that the running of any and all statutes of limitation and any other defenses based on the passage of time on any and all claims and causes of action that either of them may have against the other which are not already barred by the statute of limitations or passage of time, as May 22, 2015 (the "Tolling Date") shall be tolled through September 21, 2015 (the "End Date"). The City's City Administrator and AFCSME's Labor Relations Specialist shall, from time to time, have

the authority to enter into written agreements extending the End Date through December 21, 2015 or through an earlier date.

3. **Lapsed Claims.** This Agreement has no effect on either party's claims or causes of action that, prior to the Tolling Date, were already barred by the statute of limitations or otherwise barred by the passage of time, and this Agreement shall not be construed to revive any such time-barred claims or causes of action.

4. **Lawsuit Notices of Dismissal.** If, prior to the End Date, the Court issues a Notification of Contemplated Dismissal under Rule 2-507 with respect to the Lawsuit, the City will execute documentation agreeing to the striking of the said Notification.

5. **No Admission of Liability.** This Agreement does not constitute an admission by either of the Parties of the existence of any claim, cause of action or defense and it does not constitute an admission of any allegation contained in the Complaint for Declaratory Relief and to Compel Arbitration filed in the Lawsuit. Further, it does not constitute an admission with respect to any matter pertaining to the grievances referenced in the Recitals above.

6. **Resumption of Lawsuit.** In the event either Party wishes to cease negotiations for a new collective bargaining agreement while this Agreement is in force, that Party shall provide written notice of said decision to the other Party, said notice to be provided by e-mail transmission and U.S. mail to the signatories below, and the City shall have three (3) weeks from the date the notice is provided to file a pleading or pleadings responsive to the Complaint for Declaratory Relief and to Compel Arbitration. In the event this Agreement expires and it not extended or renewed, the City shall have three (3) weeks from the End Date to file such a responsive pleading or pleadings.

7. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

8. **Complete Agreement.** This Agreement represents the complete agreement between the Parties with respect to the subject matter hereof.

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

10. **Counterparts.** This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Tolling and Standstill Agreement as of the dates below, intending that is shall take effect upon its completed execution. Further, the individuals signing below certify under the penalties of perjury that they are duly authorized to sign this document on behalf of the Party each of them represents.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 553

By:_____ Date:_____

Carroll E. Braun,
Labor Relations Specialist

MAYOR AND CITY COUNCIL OF CUMBERLAND

By:_____ Date: _____

Jeffrey D. Rhodes,
City Administrator

Regular Council Agenda
July 21, 2015

Description

Order authorizing the execution of a Tolling & Standstill Agreement with AFSCME Local 553 to stay the proceedings pending the lawsuit filed by AFSCME and toll the statute of limitations through September 21, 2015

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 21, 2015_____**

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

THAT the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland ("Buyer") and Peter M. DeArcangelis ("Seller") for the property and improvements thereon located at 404 Park Street, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Deed Liber 504, folio 910, Tax Account No. 22-011022, for the purchase price of Thirty-four Thousand, Three Hundred Dollars ($34,300.00); and

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

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

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

_____

Brian K. Grim, Mayor

CONTRACT OF SALE

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

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

A. 404 Park Street, Cumberland, MD 21502, Allegany County Land Records Deed Liber 504, folio 910, Tax Account No. 22-011022.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Thirty-Four Thousand Three Hundred Dollars ($34,300.00), which Purchase Price includes the real property and improvements described in Section 1 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Settlement.** Settlement shall occur no later than forty-five (45) days the effective date of this Contract.

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

Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

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

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

( ) Property Disclosure Statement

(X) Property Disclaimer Statement

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

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

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

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

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

_____ _____ Buyer's Initials _____ _____Seller's Initials

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____

By:_____
Brian K. Grim

_____
Date

_____

_____
Peter M. DeArcangelis

_____
Date

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

Property Address: 404 Park Street, Cumberland, MD 21502
Legal Description: Deed recorded among Land Records of Allegany County, Maryland in Deed Liber 504, folio 910

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

Seller:_____ Date: _____
Peter M. DeArcangelis

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

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

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

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

_____

_____

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

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

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

_____

_____

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

Buyer's Acknowledgment (initial)

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

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

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

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

Agent's Acknowledgment (initial)

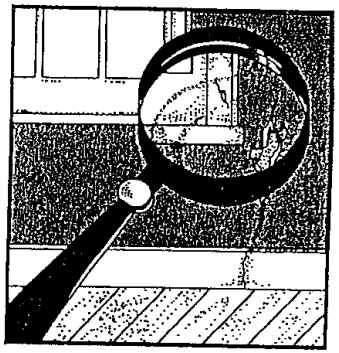
(f)____. Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

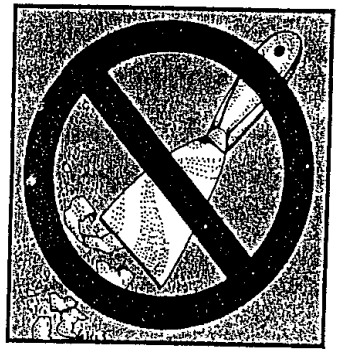
Certification of Accuracy

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

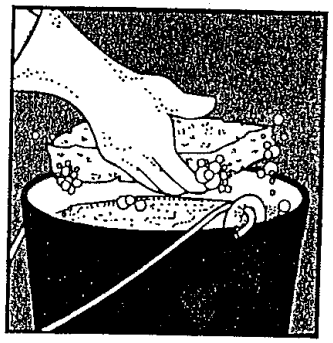
Buyer:_____ Date: _____
Mayor and City Council of Cumberland,
by Brian K. Grim, Mayor

Seller:_____ Date: _____
Peter M. DeArcangelis





Protect Your Family From Lead In Your Home



EPA
United States
Environmental Protection
Agency

United States Consumer
Product Safety Commission

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

EPA747-K-94-001
May 1995

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

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

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

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

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

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

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

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IMPORTANT!

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

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

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

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

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

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

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

Lead Gets in the Body in Many Ways

1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.

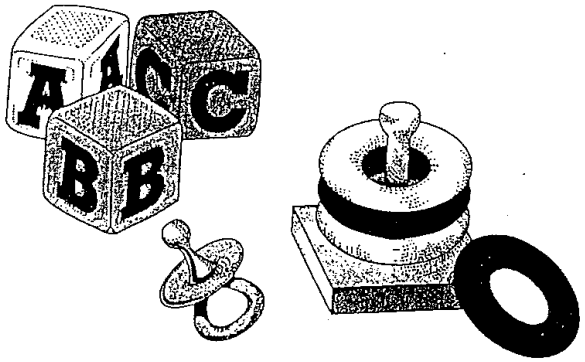
Even children who appear healthy can have dangerous levels of lead.

People can get lead in their body if they:

- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contain lead.
- Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

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



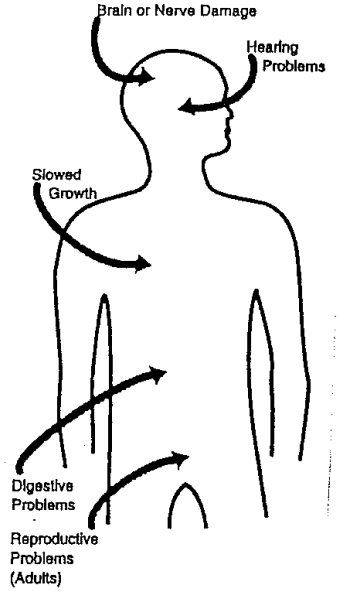
Lead's Effects

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

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

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

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



Lead affects the body in many ways.

Checking Your Family for Lead

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

A simple blood test can detect high levels of lead. Blood tests are important for:

- Children who are 6 months to 1 year old (6 months if you live in an older building or home that might have lead in the paint).
- Family members that you think might have high levels of lead.

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

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

Where Lead-Based Paint Is Found

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

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

Lead can be found:

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

Where Lead Is Likely To Be a Hazard

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

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

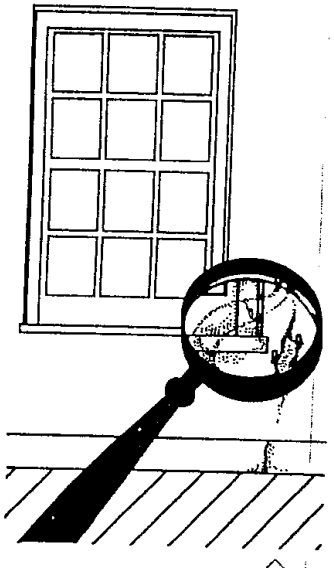
Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

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

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

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

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



Checking Your Home for Lead

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

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

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

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

Trained professionals use a range of methods when checking your home, including:

- Visual inspection of paint condition and location.
- Lab tests of paint samples.
- Surface dust tests.
- A portable x-ray fluorescence machine.

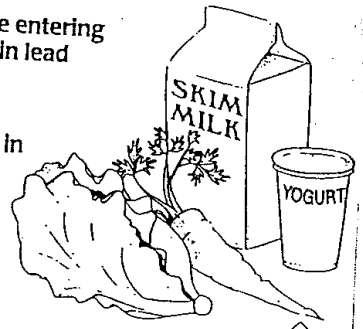
Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.

What You Can Do Now to Protect Your Family

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

- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

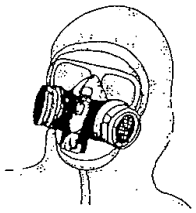
- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- **Wash children's hands often, especially before they eat and before nap time and bed time.**
- **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- **Keep children from chewing window sills or other painted surfaces.**
- **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and low-fat dairy products. Children with good diets absorb less lead.



How To Significantly Reduce Lead Hazards

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

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



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

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

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

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

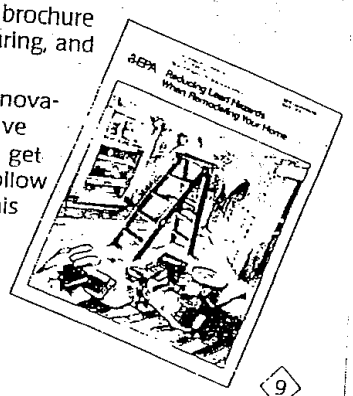
Remodeling or Renovating a Home With Lead-Based Paint

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

- **Have the area tested for lead-based paint.**
- **Do not use a dry scraper, belt-sander, propane torch, or heat gun** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

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

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



State Health and Environmental Agencies

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

State/Region	Phone Number
Alabama	(205) 242-5661
Alaska	(907) 465-5152
Arkansas	(501) 661-2534
Arizona	(602) 542-7307
California	(510) 450-2424
Colorado	(303) 692-3012
Connecticut	(203) 566-5808
Washington, DC	(202) 727-9850
Delaware	(302) 739-4735
Florida	(904) 488-3385
Georgia	(404) 657-6514
Hawaii	(808) 832-5860
Idaho	(208) 332-5544
Illinois	(800) 545-2200
Indiana	(317) 382-6662
Iowa	(800) 972-2026
Kansas	(913) 296-0189
Kentucky	(502) 564-2154
Louisiana	(504) 765-0219
Massachusetts	(800) 532-9571
Maryland	(410) 631-3859
Maine	(207) 287-4311
Michigan	(517) 335-8885
Minnesota	(612) 627-5498
Mississippi	(601) 960-7463
Missouri	(314) 526-4911
Montana	(406) 444-3671
Nebraska	(402) 471-2451
Nevada	(702) 687-6615
New Hampshire	(603) 271-4507
New Jersey	(609) 633-2043
New Mexico	(505) 841-8024
New York	(800) 458-1158
North Carolina	(919) 715-3293
North Dakota	(701) 328-5188
Ohio	(614) 466-1450
Oklahoma	(405) 271-5220
Oregon	(503) 248-5240
Pennsylvania	(717) 782-2884
Rhode Island	(401) 277-3424
South Carolina	(803) 935-7945
South Dakota	(605) 773-3153
Tennessee	(615) 741-5683
Texas	(512) 834-6600
Utah	(801) 536-4000
Vermont	(802) 863-7231
Virginia	(800) 523-4019
Washington	(206) 753-2556
West Virginia	(304) 558-2981
Wisconsin	(608) 266-5885
Wyoming	(307) 777-7391

EPA Regional Offices

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

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
John F. Kennedy Federal Building
One Congress Street
Boston, MA 02203
(617) 565-3420

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Building 5
2890 Woodbridge Avenue
Edison, NJ 08837-3679
(908) 321-6671

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
841 Chestnut Building
Philadelphia, PA 19107
(215) 597-9800

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
345 Courtland Street, NE
Atlanta, GA 30365
(404) 347-4727

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
77 West Jackson Boulevard
Chicago, IL 60604-3590
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
First Interstate Bank Tower
1445 Ross Avenue, 12th Floor, Suite 1200
Dallas, TX 75202-2733
(214) 665-7244

Region 7 (Iowa, Kansas, Missouri, Nebraska)
726 Minnesota Avenue
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
999 18th Street, Suite 500
Denver, CO 80202-2405
(303) 293-1603

Region 9 (Arizona, California, Hawaii, Nevada)
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-1124

Region 10 (Idaho, Oregon, Washington, Alaska)
1200 Sixth Avenue
Seattle, WA 98101
(206) 553-1200

CPSC Regional Offices

Eastern Regional Center
6 World Trade Center
Vesey Street, Room 350
New York, NY 10048
(212) 466-1612

Central Regional Center
230 South Dearborn Street
Room 2944
Chicago, IL 60604-1601
(312) 353-8260

Western Regional Center
600 Harrison Street, Room 245
San Francisco, CA 94107
(415) 744-2966

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

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

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Regular Council Agenda
July 21, 2015

Description

Order authorizing the execution of a Contract of Sale between the City (Buyer) and Peter DeArcangelis (Seller) for property at 404 Park Street for the amount of $34,300; authorizing the acceptance of the deed providing settlement contingencies are met; authorizing a 60-day extension of the contract if necessary; and authorizing the City Administrator and City Solicitor to execute the documents necessary for the transfer

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 21, 2015_____**

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

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of real property together with the improvements thereon which are known as 506-508 Maryland Avenue, Cumberland, Maryland 21502 (hereinafter referred to as the "Property"), the Property being more particularly described as :

506-508 Maryland Avenue, Cumberland, MD;

Tax Account No. 22-001574;

and more particularly described in the deed recorded among the Land Records of Allegany County, Maryland in Deed Liber 695, folio 735;

WHEREAS, the Property has been determined to be surplus property by the Mayor and City Council of Cumberland.

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT:

1. The Property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland.

2. **BE IT FURTHER ORDERED**, that, the Mayor and City Council intends to convey the Property and Six Thousand Dollars ($6,000.00) to Howder, Inc. in exchange for 414 Park Street; and

3. **BE IT FURTHER ORDERED**, that after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Property, formal transfer of the Property to Howder, Inc. may proceed.

_____

Mayor Brian K. Grim

Regular Council Agenda
July 21, 2015

Description

Order declaring property at 506-508 Maryland Avenue to be surplus property and declaring the City's intent to convey the property and $6,000 to Howder, Inc. in exchange for 414 Park Street

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 21, 2015__

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

THAT the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2015 through July 1, 2016, including costs for Premium, Cash Collateral Fund, and Claims Service Fund, be and is hereby accepted in the estimated amount of One Million, One Hundred Seventy-nine Thousand, Three Hundred Sixty Dollars ($1,179,360); and

BE IT FURTHER ORDERED, that the City Administrator be and is hereby authorized to execute a Prefunded Deductible Reimbursement and Security Agreement by and between PMA Insurance Company, Manufactures Alliance Insurance Company, and PA Manufacturers Indemnity Company, and the City to effect this coverage.

_____

Brian K. Grim, Mayor

PMA COMPANIES

Member of Old Republic Companies

Janelle McLain
Financial Analyst
Financial Department

July 8, 2015

CBIZ Insurance Services, Inc.
Attn: Joseph P. George
44 Baltimore Street
Cumberland, MD 21502

RE: The Mayor and City Council of Cumberland, Maryland

Dear Mr. George:

Thank you for choosing The PMA Insurance Group as your insurance carrier. We are confident that our partnership will be mutually beneficial to all parties.

The Financial Department within PMA is responsible for the preparation of all security agreements, as well as, following up for and securing all required agreements, documents and collateral.

As a condition of our insurance proposal, we have enclosed the following security agreements for your review and signature:

- Pre-Funded Deductible Reimbursement and Security Agreement

If you have any questions or concerns regarding the security agreement, please bring them to my attention immediately. Otherwise, we will expect any required security agreements to be fully executed and returned within ***45 days*** of receipt of this letter.

As outlined in the insurance proposal, the agreements referenced above are a critical component of the selected insurance program. Please forward all security agreements to the following address:

PMA Insurance Group
Attn: Collateral Manager
380 Sentry Parkway
Blue Bell, PA 19422

If you have any questions concerning this request or the enclosed documents, please do not hesitate to contact me directly. I truly appreciate the opportunity to serve you and your customer.

Sincerely,

Janelle McLain
Financial Analyst
PMA Insurance Group
(610) 397-5251
Janelle_McLain@pmagroup.com

PREFUNDED DEDUCTIBLE REIMBURSEMENT AND SECURITY AGREEMENT

THIS AGREEMENT (the "Agreement") entered into by and between **Pennsylvania Manufacturers' Association Insurance Company, Manufacturers Alliance Insurance Company and Pennsylvania Manufacturers Indemnity Company**, Blue Bell, Pennsylvania (herein, the "Company"), and **The Mayor and City Council of Cumberland, Maryland**, Cumberland, Maryland (herein, the "Insured") on **July 1, 2015** (the "Effective Date").

WITNESSETH:

WHEREAS, the Insured has requested the Company to issue to it for its benefit and others as reflected in the Named Insured endorsement, effective **July 1, 2015** certain insurance Policies covering the Insured's operations;

WHEREAS, the Company has agreed to do so on the terms and conditions set forth below, as well as those in the insurance Policies it issues to the Insured.

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, and intending legally to be bound, the parties agree as follows:

1. Insured and its Subsidiaries

This Agreement is entered into by the Insured for its own benefit, and is a binding obligation of the Insured and any Named Insured under the Policy.

2. Application and Effective Date

This Agreement and Schedule A attached hereto, which is a part of this Agreement, apply to each of the insurance coverages described in Section 3 below as of the effective date(s) of such insurance coverages as shown on Schedule A and will continue in full force and effect until terminated in accordance with the provisions of Section 10 hereof, and the applicable insurance laws governing such insurance coverage.

3. The Insurance Coverages

The Company will issue to the Insured, for the Insured's own benefit, the Company's Policies as shown on Schedule A. Coverage will be provided under each Policy with the retentions and/or deductibles that are set forth in Schedule A attached hereto. Any renewals shall be set forth on an Addendum to Schedule A.

4. Definitions

As used in this Agreement:

(a) "Allocated Loss Adjustment Expenses" are as defined in the applicable endorsement and/or Policy.

(b) "Incurred Losses" means all amounts the Company pays or estimates it will pay for claims and Allocated Loss Adjustment Expenses under each Policy for which the Insured is responsible to reimburse the Company pursuant to the terms of the deductible endorsement(s) attached to each Policy.

(c) "Loss" or "Losses" means any claim or claims to the extent covered by any one of the Policies. "Loss" or "Losses", for purposes of any other type of claim covered under this Agreement besides workers' compensation, shall also include any extra-contractual, punitive or exemplary damages liability which may be imposed with respect to each Policy.

(d) "Material Change in the Insured's Exposure" means (i) a change of plus or minus fifteen (15%) percent in the Insured's exposure (which includes, but is not limited to, a change in estimated total workers' compensation remuneration, allocations of estimated or audited workers' compensation remuneration between classifications, or the addition of a new classification under a workers' compensation and employers liability insurance policy(ies); sales or payroll under a commercial general liability insurance policy(ies); auto counts under an auto policy(ies); or estimated total premium under the Policy, as calculated by the Company pursuant to each Policy, and pursuant to the Company's applicable manuals and rating plans, or (ii) any acquisition, divestiture, merger, consolidation, liquidation, receivership, bankruptcy, plant closing, or layoffs by the Insured.

(e) "Obligation" or "Obligations" means any and all amounts the Insured is or will be required to pay under the terms and conditions of each Policy and this Agreement. The Insured's Obligations include, but are not limited to, Losses, Allocated Loss Adjustment Expenses, Unallocated Loss Adjustment Expenses, premiums, surcharges and assessments under each Policy and any and all indemnification, defense, or hold harmless expenses due or becoming due to the Company under this Agreement.

(f) "Paid Losses" mean the amounts paid as benefits or damages, or Allocated Loss Adjustment Expenses arising under the Policies. Paid Losses shall be limited, however, not to exceed the amounts specified as payable to the Company in the applicable retrospective premium endorsement or deductible endorsement.

(g) "Policy" means each insurance policy set forth on Schedule A. For purposes of the Agreement, "Policy" shall also include any renewal of the aforesaid Policy and any policy issued by the Company in substitution of the Policy. The Company shall provide this service for the Policy, and subsequent policies which are subject to a deductible endorsement (the amount set for therein is sometimes referred to as the "Deductible").

(h) "Unallocated Loss Adjustment Expenses" means salaries, overhead and other costs related to the claim adjustment process that are not specifically allocated to the expense incurred for a particular claim, including but not limited to any claims administration fees paid or payable in accordance with Section 5 below.

5. Security

5.1. As security for all of the Insured's Obligations, the Insured must provide to the Company one or more clean, unconditional, irrevocable Letter(s) of Credit establishing credit in favor of the Company, or other security such as cash, which is acceptable to the Company. Such Letter(s) of Credit must be issued by a bank(s) which is a member of the Federal Reserve system and is acceptable to the Company. The form of the Letter(s) of Credit must be as shown in Appendix A. The Insured hereby grants to the Company a continuing security interest in

and general lien upon the Insured's right, title and interest in all property of the Insured in the actual or constructive possession of the Company in any capacity whatsoever including, without limitation, any and all securities and certificates of deposit and any funds contained in custodial or other accounts in the actual or constructive possession of the Company and the proceeds of, and income from, the foregoing.

If posting a Letter of Credit, each such Letter of Credit must be issued for a term of at least twelve (12) months and shall be, by its terms, subject to an unlimited number of automatic renewals thereafter for additional terms of at least twelve (12) months, unless the issuer bank advises the Company in writing, at least sixty (60) days prior to the next expiration date, of its intention not to have the Letter(s) of Credit renewed. In that case, the Insured must furnish the Company with a replacement Letter(s) of Credit issued to the Company by an acceptable bank(s), or other security as may be acceptable to the Company, establishing credit or security in an amount equal to the credit under the Letter(s) of Credit being replaced, within not less than thirty (30) business days before the expiry date. The requirement for such security will remain in place until all of the Insured's current and future Obligations have been indefeasibly paid or otherwise concluded in a manner satisfactory to the Company.

5.2. (a) **The amount of the initial required security is $810,000**. At such times as the Company deems it appropriate or necessary, but at least annually, and until all liability with respect to the Insured's Obligations has been paid or otherwise concluded, the Company shall, applying generally accepted actuarial and credit review principles, review the security requirement. The Company shall have the sole right to determine the adequacy of the amount of security to be held. The sum of all of the Insured's Obligations which have been paid by the Insured or satisfied by sums drawn by the Company under the Letter(s) of Credit or other acceptable security held by the Company shall be subtracted to arrive at the required security. If the resulting security requirements exceed the amount of remaining credit available to the Company under the Letter(s) of Credit or other acceptable security as of the calculation date, then the Insured must provide the Company with additional acceptable security equal to such excess within ten (10) days of the Insured's receipt of notice of the increased security requirement. If the required security is less than the remaining credit available to the Company under the Letter(s) of Credit or other acceptable security, then the amount of such remaining credit will be reduced by the amount of such difference, and the Company will execute any document necessary in order to reduce the amount of such credits in accordance with this Section 5.

5.3 The Company or its successors in interest may draw upon any Letter of Credit, trust or other security at any time and from time to time, and such funds shall be applied without diminution because of the insolvency of the Insured or the Company for one or more of the following purposes only:

(a) to reimburse the Company for the Insured's share of Losses, Allocated Loss Adjustment Expenses and, if applicable, Unallocated Loss Adjustment Expenses paid by the Company;

(b) to fund an account with the Company for the full amount secured under this Agreement in the event the Insured has failed to replace timely any expiring Letter of Credit as required by Paragraph 5.1 hereof or to adjust timely the amount secured hereunder as required by Paragraph 5.2

hereof, and such failure would result in a deficiency in the total security provided by the Insured;

(c) to fund an account with the Company for the full amount secured in the event of the filing of a voluntary or involuntary petition in bankruptcy by the Insured, the insolvency of the Insured, the admission in writing by the Insured of its inability to pay its debts as they become due, or a general assignment by the Insured of its assets for the benefit of creditors; or

(d) to fund an account with the Company for the full amount secured in the event that (i) any representation or warranty made in or pursuant to this Agreement or the Policy to induce the Company to enter into this Agreement or a Policy, which at the sole discretion of the Company, shall be determined to be untrue or misleading in any material respect, or (ii) the Insured transfers or sells all or substantially all of its assets, without the prior written consent of the Company,

(e) to pay any other amounts the Company claims are due to it under each Policy or this Agreement.

In the event the Company draws upon a Letter of Credit or other security pursuant to items (b), (c) or (d) above, the Company will be free to hold the proceeds thereof, without liability for interest thereon, until the Insured has fully remedied the circumstances for which the draw was made, whereupon the Company shall promptly return the proceeds held by it, less portions allocable to amounts due it under item (a) above, upon receipt of written instructions from the Insured, signed by a duly authorized officer of the Insured, indicating to whom such return is to be made. The Company shall have no obligation or liability to remit to the Insured any investment income thereupon.

5.4 There will be four (4) scheduled adjustments ("Scheduled Adjustments") to the initial amount of collateral required, using Incurred Losses valued as of the dates indicated in the Schedule of Adjustments shown below. The resulting amount of the collateral, when adjusted, will be the "Adjusted Amount." The Adjusted Amount will equal the sum of i) developed losses, which is equal to Incurred Losses multiplied by the corresponding Loss Development Factor shown in the Schedule of Adjustments ("Developed Losses"), capped by any aggregate deductible amount stated on the deductible endorsement(s) attached to and incorporated within each Policy; ii) the claims handling fee based on Developed Losses calculated pursuant to the terms of the deductible endorsement(s) attached to and incorporated within each Policy; iii) loss based assessment factors, where applicable, multiplied by Developed Losses; iv) loss based premium tax factors, where applicable, multiplied by Developed Losses; and v) any other part of the Obligations incurred but not included in i) through iv) above.

The Scheduled Adjustments are as follows:

Adjustment Number	Adjustment Date	Loss Development Factor
1	July 1, 2017	1.40
2	July 1, 2018	1.25
3	July 1, 2019	1.15
4	July 1, 2020	1.10

5.5 If there is a Material Change in the Insured's Exposure during the term of this Agreement, the Company may amend the Loss Development Factor and the effective deductible premium rate(s) and/or the deductible credit(s) under each Policy, retroactive to the Effective Date of this Agreement. In addition, if there is a Material Change in the Insured's Exposure prior to the completion of the first adjustment of the collateral, the Company may revise the initial amount of collateral required. The Insured agrees to pay the Company the initial amount of collateral required, as recalculated by the Company within fifteen (15) business days of receiving notice.

5.6 Under any circumstance where the collateral which secures Obligations owing to the Company under a Policy is held by Pennsylvania Manufacturers' Association Insurance Company, Pennsylvania Manufacturers' Association Insurance Company acknowledges that it holds (and will hold) possession of the collateral for its own benefit (to the extent it is a secured party) as well as for the benefit of Manufacturers Alliance Insurance Company and Pennsylvania Manufacturers Indemnity Company (to the extent that they (are) secured parties.

6. Breach of Obligations

If the Insured fails to pay or otherwise perform in a timely manner any Obligation due the Company hereunder or under a Policy at any time during the term of this Agreement, and if such failure continues for at least ten (10) business days following the Insured's receipt of written notice of such failure, the Company shall, at its sole discretion have the option of cancelling that Policy due to nonperformance or nonpayment in accordance with the provisions of that Policy subject to applicable law and, pursuant to Section 5.3 hereinabove, have the option of drawing on the Letter(s) of Credit or other security furnished to it under this Agreement in payment of the Obligations due from the Insured, but shall be under no obligation to do so. Alternatively, the Company may terminate the financing related to the Insured's insurance coverages by converting the applicable Policy(ies) to a guaranteed cost rating plan using the Company's filed and approved rates in effect as of the Policy(ies) effective date, and the entire amount of standard premium thereunder shall be immediately due.

7. Renewal Option

The Company is under no obligation, and unless otherwise agreed to in writing, the Company shall not be under any obligation in the future, to renew any of the coverages under each Policy or to offer renewal of the coverages under the same terms and conditions following the expiration of any Policy. If the Company elects not to renew and/or to cancel coverage, it will furnish to the Insured notice of its intent not to renew and/or cancel consistent with the terms and conditions of each Policy.

8. Joint Obligations

The Obligations set forth in this Agreement are Obligations of the Insured and its insured subsidiaries and affiliates jointly and severally. While the Company agrees to look primarily to the Insured for all such Obligations, its recourse is not limited to the Insured, and the Company has the right at all times to hold any or all of the Named Insureds liable for any Obligations due it. The Insured hereby expressly represents and warrants that it is authorized to enter into this Agreement on behalf of, and to bind, its Named Insureds to this Section 8 and all of the other terms and conditions hereof, and stipulates that the foregoing representation and warranty is material and has been specifically relied upon by the Company in entering into this Agreement and agreeing to

issue each Policy under this Agreement.

9. Financial Statements, Access to Records

9.1 Annually while this Agreement remains in force, the Insured will make available to the Company copies of audited financial statements of the Insured and its insured subsidiaries and affiliates.

9.2 At all times while this Agreement remains in effect, the Company will have full and free access to the books and records of the Insured, its subsidiaries and affiliates insured under each Policy, as respects information pertaining to the subject coverages. Such access will be limited, however, to normal business hours and shall be afforded only at reasonable intervals and upon reasonable prior written notice.

10. Term and Termination

10.1 This Agreement shall remain in full force and effect until all of the Insured's Obligations have been indefeasibly paid in full or otherwise satisfactorily concluded and will survive the expiration as well as any cancellation of each Policy.

10.2 Notwithstanding Paragraph 10.1 above, this Agreement shall terminate:

(a) by mutual written consent; or

(b) when the Company notifies the Insured that the Insured's Obligations have been fully and indefeasibly discharged.

11. Entire Agreement, Amendment

This Agreement, together with each Policy issued hereunder, represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may only be changed by written amendment signed by duly authorized officers of the respective parties. No other changes will be binding or enforceable.

12. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of New York, unless the law of another state is required by the Policy, applicable law or regulation.

13. Notices

All notices or other communications required hereunder will be in writing, sent by registered mail to:

To the Company:

Pennsylvania Manufacturers' Association Insurance Company
Manufacturers Alliance Insurance Company
Pennsylvania Manufacturers Indemnity Company
380 Sentry Parkway
Blue Bell, PA 19422

Attention: Collateral Manager

With a copy to:

Pennsylvania Manufacturers' Association Insurance Company
Manufacturers Alliance Insurance Company
Pennsylvania Manufacturers Indemnity Company
380 Sentry Parkway
Blue Bell, PA 19422
Attention: General Counsel

To the Insured:

ATTENTION: GENERAL COUNSEL
THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
57 N LIBERTY ST
CUMBERLAND, MD 21502

or such other addresses as may be designated in the same manner from time to time.

14. No Waiver

The failure on any occasion by either party to enforce the terms of this Agreement will not be deemed or construed as a waiver of that party's right to enforce those or any other terms of this Agreement on any other occasion.

15. Construction

The terms and conditions of this Agreement will be liberally construed so as to give the fullest possible effect to the intentions of the parties.

16. Severability

If any term or provision of this Agreement is in violation of the law of any state, such term or provision shall be void in the jurisdiction(s) where it is unlawful. The remainder of this Agreement shall remain binding on the parties so that the terms of this Agreement are binding only to the extent lawful under applicable laws. If any provision of this Agreement is determined by a court of law to be unenforceable, the parties hereto agree, and it is their desire, that the court shall modify such provision to the extent necessary to be deemed enforceable by such court. As so modified, the provision shall be binding upon the parties as if originally set forth herein.

17. Assignment

Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

18. Remedies

The rights and remedies granted to the parties hereunder will be in addition to, and not in lieu of, any rights or remedies they may otherwise have.

19. Successors

The terms and conditions of this Agreement are binding upon and will inure to the

benefit of the successors and assigns of the parties hereto.

20. Execution

This Agreement may be executed in counterparts, with signature pages exchanged by any commercially reasonable means, including by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

ATTEST:

PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY, MANUFACTURERS ALLIANCE INSURANCE COMPANY, PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY

_____

BY: _____
TITLE: _____
DATE: _____

ATTEST:

THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

for itself and on behalf of its insured subsidiaries and affiliates

_____

BY: _____
TITLE: _____
DATE: _____

THE MAYOR AND CITY COUNCIL OF COUNCIL OF CUMBERLAND, MARYLAND

PREFUNDED DEDUCTIBLE REIMBURSEMENT AND SECURITY AGREEMENT
SCHEDULE A

Effective **July 1, 2015**, Schedule A of the Prefunded Deductible Reimbursement and Security Agreement entered into by and between **Pennsylvania Manufacturers' Association Insurance Company, Manufacturers Alliance Insurance Company and Pennsylvania Manufacturers Indemnity Company** and **The Mayor and City Council of Cumberland, Maryland**, is amended to include the following:

The following are the Deductible/Retention Amounts applying to all Obligations with respect to the coverages provided under the policies:

POLICY NUMBER	EFFECTIVE DATES	LINE OF BUSINESS	INSURED RETENTION (Footnotes)
201575- 5376801	07/01/2015 to 07/01/2016	Workers' Compensation	$350,000 Deductible; $1,850,000 Aggregate
201475- 5376801	07/01/2014 to 07/01/2015	Workers' Compensation	$350,000 Deductible; $1,850,000 Aggregate
201375- 5376801	07/01/2013 to 07/01/2014	Workers' Compensation	$350,000 Deductible; $1,950,620 Aggregate
201275- 5376801	07/01/2012 to 07/01/2013	Workers' Compensation	$350,000 Deductible; $1,825,610 Aggregate
201175- 5376801	07/01/2011 to 07/01/2012	Workers' Compensation	$350,000 Deductible; $1,771,887 Aggregate
201075- 5376801	07/01/2010 to 07/01/2011	Workers' Compensation	$350,000 Deductible; $1,750,000 Aggregate
200975- 5376801	07/01/2009 to 07/01/2010	Workers' Compensation	$350,000 Deductible; $1,900,000 Aggregate
200875- 5376801	07/01/2008 to 07/01/2009	Workers' Compensation	$350,000 Deductible; $1,998, Aggregate
200775- 0486803	07/07/2007 to 07/01/2008	Workers' Compensation	$350,000 Deductible; $1,912,711 Aggregate

C-1223AN

Effective: July 1, 2015

THE MAYOR AND CITY COUNCIL OF COUNCIL OF CUMBERLAND, MARYLAND

200675- 0486803	07/01/2006 to 07/01/2007	Workers' Compensation	$350,000 Deductible; $1,700,000 Aggregate

1) Occurrence shall include occupational disease defined as: Each person contracting a disease shall be considered to be a separate occurrence.

2) ALAE is inside the Insured's Retention and the Policy Limits. The Insured is responsible for all ALAE and all Loss under the Policy.

This Schedule A, which is attached to and made a part of the Agreement, may be executed in counterparts, with signature pages exchanged by any commercially reasonable means, including by facsimile or electronic mail.

C-1223AN

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST

_____

PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY, MANUFACTURERS ALLIANCE INSURANCE COMPANY, PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY

By: _____
Title: _____
Date: _____

ATTEST

_____

THE MAYOR AND CITY COUNCIL OF COUNCIL OF CUMBERLAND, MARYLAND

By: _____
Title: _____
Date: _____

Effective: July 1, 2015

Regular Council Agenda
July 21, 2015

Description

Order accepting the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2015 through July 1, 2016 in the estimated amount of $1,179,360.00 and authorizing the City Administrator to execute a Prefunded Deductible Reimbursement and Security Agreement to effect this coverage

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)