



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

David Caporale

Richard J. "Rock" Cioni

Eugene T. Frazier

CITY CLERK

Marjorie A. Woodring

AGENDA

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

DATE 3/21/2017

***Pledge of Allegiance**

I. ROLL CALL

II. PROCLAMATIONS

(A) Proclamation declaring the month of April, 2017 as Fair Housing Month

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Recognition of Police Officers James Hott, David Broadwater, and Gregory Leake on the occasion of their retirement from the Cumberland Police Department

(B) Update on the progress and activities of the Cumberland Economic Development Corporation from Executive Director Shawn Hershberger

(C) Update from Hayden Ort-Ulm, Parks & Recreation Board Representative, on plans to establish a children's Interactive Sound Garden in Constitution Park

IV. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for February, 2017

(B) Fire

1. Fire Department monthly report for February, 2017

(C) Public Works

1. Utilities Division monthly report for February, 2017

2. Maintenance Division monthly report for February, 2017

V. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Closed Meeting Announcement - March 21, 2017

2. Approval of the Closed Session Minutes of December 28, 2016 and January 17, 2017

VI. NEW BUSINESS

(A) Ordinances

1. Ordinance to repeal and reenact with amendments Section 16-1 through 16-6 of the City Code to update employee pay grades

(B) Orders (Consent Agenda)

1. Order rescinding the current Employee Handbook and adopting a Handbook for Full-Time Non-Union Employees

2. Order lifting the provisions of Section 11-113 of the Code, entitled "Open Containers of Alcohol" in a designated area of the downtown mall, from 5:00 p.m. until 10:00 p.m. on each Friday evening from June 2 through August 25, with the exception of June 9; notwithstanding that open glass containers shall not be permitted in said area

3. Order accepting the bid of Dynamic Advantage, Inc. to provide support, maintenance, and supplies for six copiers for three (3) years for a total amount not to exceed \$15,696

4. Order accepting the bid of Document Solutions, Inc., to supply ten (10) new multifunctional copiers for the amount not to exceed \$1,040.00 per month through a five (5) year \$1 buyout government lease

5. Order accepting the proposal from Queen City Motors for a 2012 Chevy Silverado pick-up truck in the not-to-exceed amount of \$25,900.00

6. Order approving the execution of a Subordination Agreement in favor of The Progress Fund regarding a Promissory Note and Deed of Trust, both dated February 23, 2006, pertaining to property at 108 Decatur St. owned by Gail and Steve Hall

7. Order authorizing the execution of an Amendment to a Programmatic Agreement with the MD State Historic Preservation Office regarding federal Section 106 reviews related to CDBG projects, to extend the current agreement set to expire May 9, 2017 for an additional five years

(C) Letters, Petitions

1. Letter from Pastor Fred Timbrook from CityReach Church asking permission to hold this year's Easter Egg Hunt at the old Memorial Hospital grounds on April 15, 2017 from 1:00 - 3:00 p.m.

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VIII. ADJOURNMENT



Regular Council Agenda
March 21, 2017

Description

Proclamation declaring the month of April, 2017 as Fair Housing Month

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



City of Cumberland
- MARYLAND -

Proclamation

- WHEREAS,** *the City of Cumberland is proud to join the U. S. Department of Housing and Urban Development in celebrating the forty-ninth anniversary of the Fair Housing Act of 1968; and*
- WHEREAS,** *the 1968 Fair Housing Act, which guarantees the right of all Americans to dwell in the neighborhood of their choice, is one of the most important components of our national civil rights policy; and*
- WHEREAS,** *although this non-discriminatory policy is the law of the land, its proper enforcement requires the continued cooperation of all levels of government as well as the real estate and homebuilding industries, and private citizens; and*
- WHEREAS,** *throughout Maryland, this spirit of cooperation is being provided through the efforts of our state, federal and local governments and with the support of countless community and nonprofit organizations; and*
- WHEREAS,** *equal housing opportunity has a dramatic impact on school integration and the acceptance and understanding of ethnic and racial diversity; and*
- WHEREAS,** *promoting equal housing opportunity is essential to our larger mission of promoting justice in all areas of life for all citizens.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the month of April 2017 in the City of Cumberland as

“FAIR HOUSING MONTH”

**Given under our Hands and Seals this 21st Day of March, in the Year 2017,
with the Corporate Seal of the City of Cumberland Hereto
Attached, Duly Attested by the City Clerk.**

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor

Item # 1



Regular Council Agenda
March 21, 2017

Description

Recognition of Police Officers James Hott, David Broadwater, and Gregory Leake on the occasion of their retirement from the Cumberland Police Department

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
March 21, 2017

Description

Update on the progress and activities of the Cumberland Economic Development Corporation from Executive Director Shawn Hershberger

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
March 21, 2017

Description

Update from Hayden Ort-Ulm, Parks & Recreation Board Representative, on plans to establish a children's Interactive Sound Garden in Constitution Park

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
March 21, 2017

Description

Police Department monthly report for February, 2017

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 February 2017

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

FEBRUARY 2016

SWORN PERSONNEL: 50 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	9 officers
Squad 2A	9 officers
Squad 2B	9 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	1 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: 195 HOURS
 COMP TIME USED: 305 HOURS
 SICK TIME USED: 328 HOURS

YEAR TO DATE (beginning 7/1/16): 6300 HOURS
 YEAR TO DATE (beginning 7/1/16): 2168 HOURS
 YEAR TO DATE (beginning 7/1/16): 2301 HOURS

OVERTIME REPORT

OVERTIME WORKED: 300 HOURS
 HOSPITAL SECURITY: 150 HOURS
 COURT TIME WORKED: 54 HOURS

YEAR TO DATE (beginning 7/1/16): 3064 HOURS
 YEAR TO DATE (beginning 7/1/16): 1011 HOURS
 YEAR TO DATE (beginning 7/1/16): 740 HOURS

TRAINING REPORT

42 OFFICERS TRAINED FOR 502 HOURS

YEAR TO DATE (beginning 7/1/16) 3276 HOURS

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

February 2017 totals for warrant initiative, broken down by agency:

CPD	0 arrests	0 warrants served
ACSO	0 arrests	0 warrants served
MSP	0 arrests	0 warrants served
FPD	0 arrests	0 warrants served
C3I	0 arrests	0 warrants served
C3IN	0 arrests	0 warrants served
OTHER	0 arrests	0 warrants served
TOTALS	0 arrests	0 warrants served

**** Detective Broadwater has been on extended sick leave since 01/12/2017, and officially retired on 02/28/2017.

CPD ACTIVITY
OUTSIDE CPD JURISDICTION
FEBRUARY 2016

On 2/10/17 CPD Officers were dispatched to assist Sheriff's Deputies with a search at the Econo Lodge in LaVale. Upon arrival, no one was home and the search was cancelled.

On 2/10/17 a CPD Canine team and a female CPD Officer assisted ACSO Deputies with the search of a vehicle in the Lavale area. As a result of the search a quantity of CDS was recovered. The CPD Officers then further searched the female prisoner and transported her to the Detention Center.

2/22/17 CERT assisted C3IN with the execution of a search warrant on McKay Avenue in Cresaptown. As a result of the search warrant a significant amount of heroin was recovered and three arrests made.

2/16/17 CERT assisted C3I with the execution of a Search warrant on Kreigbaum Road in Corrigansville. As a result of the search eleven stolen firearms were recovered, a quantity of CDS and three arrests made.



Regular Council Agenda
March 21, 2017

Description

Fire Department monthly report for February, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

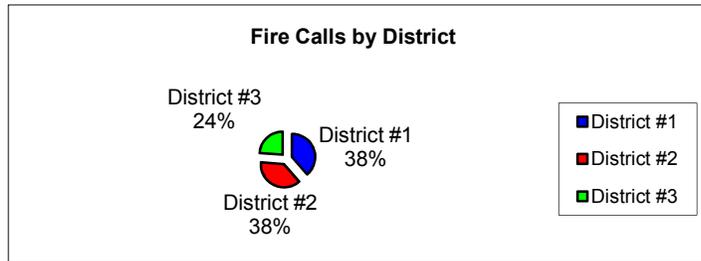
Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF FEBRUARY, 2017
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 101 Fire Alarms:

Responses by District:

District #1	39
District #2	38
District #3	24
Out of City	<u>0</u>
	101



Number of Alarms:

First Alarms Answered	99
Working Alarms Answered	<u>2</u>
	101

Calls Listed Below:

Property Use:

Public Assembly	5
Educational	4
Institutional	3
Residential	55
Manufacturing	1
Stores and Offices	1
Storage	1
Special Properties	29
Undetermined	<u>2</u>
	101

Type of Situation:

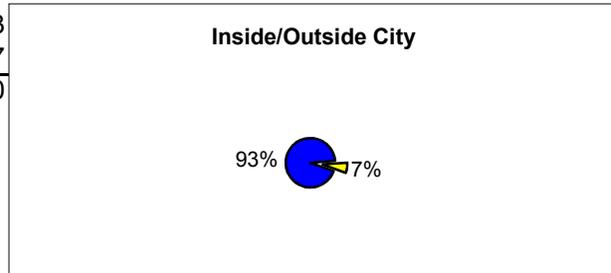
Fire or Explosion	14
Overpressure	1
Rescue Calls	41
Hazardous Conditions	10
Service Calls	9
Good Intent	15
False Calls	<u>11</u>
	101

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in February:	\$1,380.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$25,070.00
Fire Service Fees for Fire Calls Paid in February:	\$645.00
Total Fire Service Fees Paid in FY2016:	\$10,445.75

Fire Service Fees for Inspections and Permits Billed in February:	\$800.00
Fire Service Fees for Inspections and Permits Paid in February:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,450.00

Cumberland Fire Department Responded to 400 Emergency Medical Calls:

In City Calls	373
Out of City Calls	27
Total	<u>400</u>

**Cumberland Fire Department Provided 14 Mutual Aid Calls:**

11 Mutual Aid Calls within Allegany County	
3 Mutual Aid Calls outside of Allegany County	
<u>14</u>	
Bowman's Addition VFD	3
Cresaptown VFD	3
District #16 VFD	2
Flintstone VFD	2
LaVale Volunteer Rescue Squad	1
	<u>11</u>
Cumberland Valley EMS, PA	2
Ridgeley VFD, WV	1
	<u>14</u>

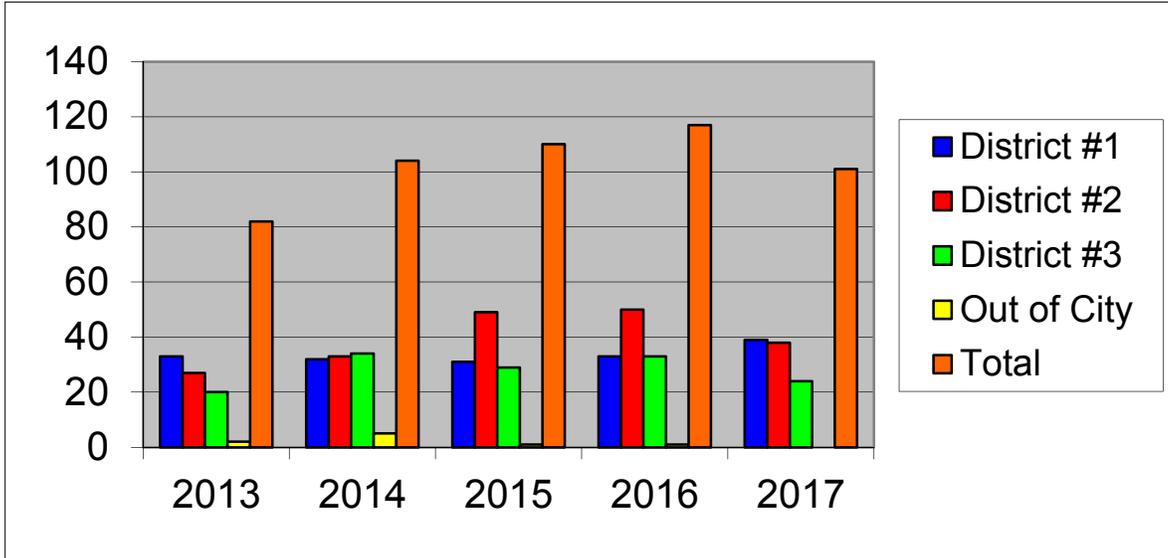
Cumberland Fire Department Provided 13 Paramedic Assist Calls:

6 Paramedic Assist Calls within Allegany County	
7 Paramedic Assist Calls outside of Allegany County	
<u>13</u>	
Corriganville VFD	3
Cresaptown VFD	2
Mount Savage VFD	1
	<u>6</u>
Fort Ashby VFD, WV	1
Fountain VFD, WV	1
Keyser EMS, WV	1
Ridgeley VFD, WV	2
Short Gap VFD, WV	1
Hyndman Area Rescue Squad, PA	1
	<u>13</u>

Total Ambulance Fees Billed by Medical Claim-Aid for the month of February:	\$229,539.00
Ambulance Fees Billed Fiscal Year to Date:	\$1,090,861.42
Ambulance Fees Paid: Revenue Received in February:	\$116,340.93
FY2017 Ambulance Fees Paid in FY2017:	\$577,771.66
Total Ambulance Fees Paid in FY2017: (All Ambulance Fees, previous and current Fiscal Years, Paid in FY2017.)	\$720,496.18

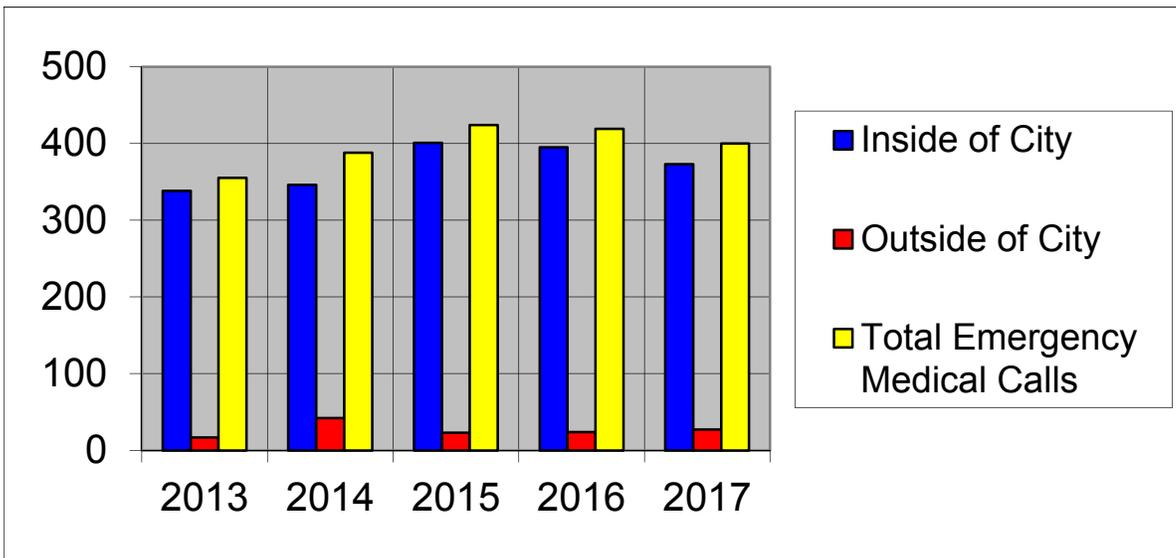
Fire Calls for the Month of February for a Five-Year Period

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
District #1	33	32	31	33	39
District #2	27	33	49	50	38
District #3	20	34	29	33	24
Out of City	<u>2</u>	<u>5</u>	<u>1</u>	<u>1</u>	<u>0</u>
Total	82	104	110	117	101



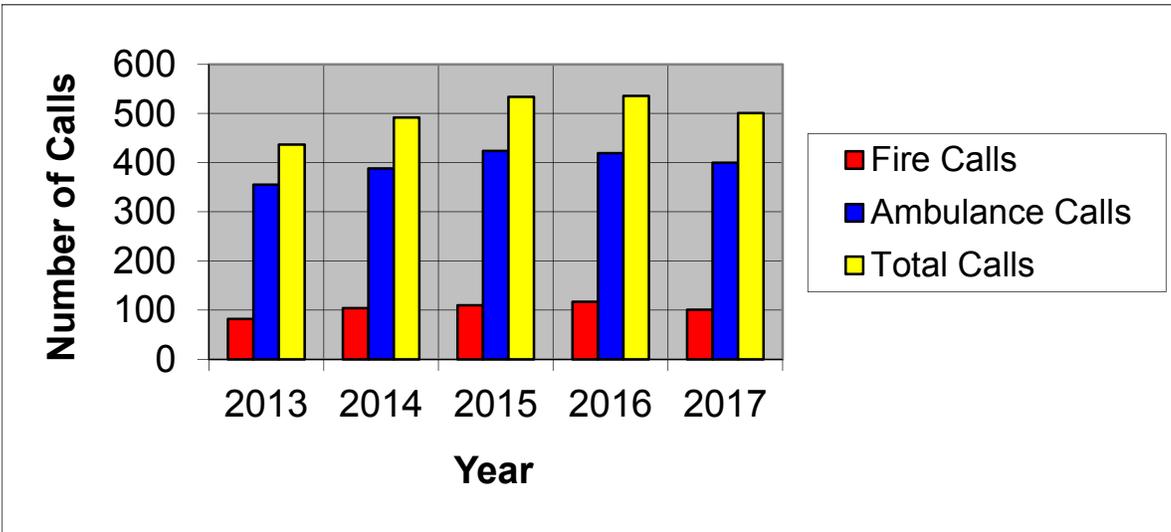
Ambulance Calls in the Month of February for a Five-Year Period

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Inside of City	338	346	401	395	373
Outside of City	<u>17</u>	<u>42</u>	<u>23</u>	<u>24</u>	<u>27</u>
Total Emergency Medical Calls	355	388	424	419	400



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

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Fire Calls	82	104	110	117	101
Ambulance Calls	355	388	424	419	400
Total Calls	437	492	534	536	501

**Training**

Training Man Hours:	225.50
Safety Issues	6.50
Safety	22.00
Aerial Operations	1.00
Apparatus Check Procedures	44.00
SCBA Donning Methods	11.00
Inservice Inspections	4.00
Chimney Fires	7.00
Emergency Medical Services	11.00
Bloodborne Pathogens	3.00
CPR Recertification	3.00
EMS Provider Safety Tactics	11.00
Hazardous Materials Annual Refresher	64.00
Physical Fitness	13.00
High Angle Rescue	7.00
Search and Rescue	18.00
	<hr/>
	225.50

Fire Prevention Bureau

Complaints Received	2
Conferences Held	62
Correspondence	21
Inspections Performed	2
Investigations Conducted	8
Plan Reviews	3

Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer



Regular Council Agenda
March 21, 2017

Description

Utilities Division monthly report for February, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

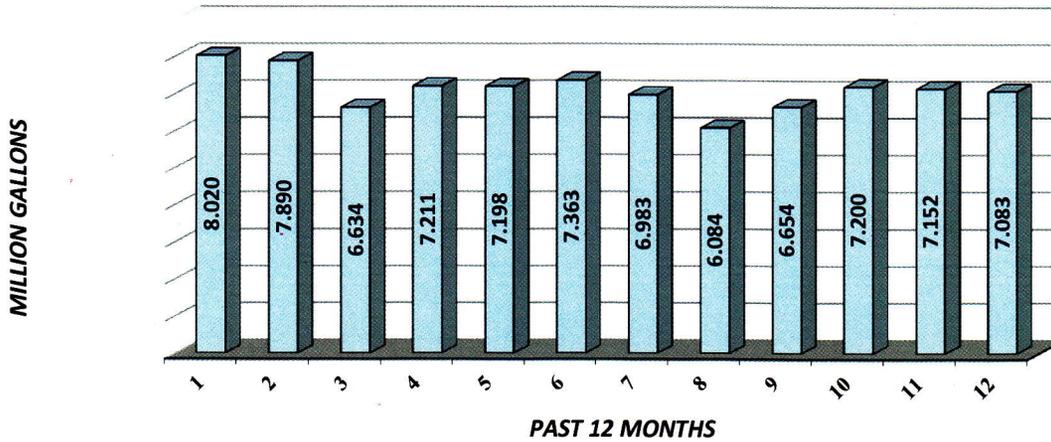
CITY OF CUMBERLAND
UTILITY DIVISION
MONTHLY REPORTS
FEBRUARY 2017

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

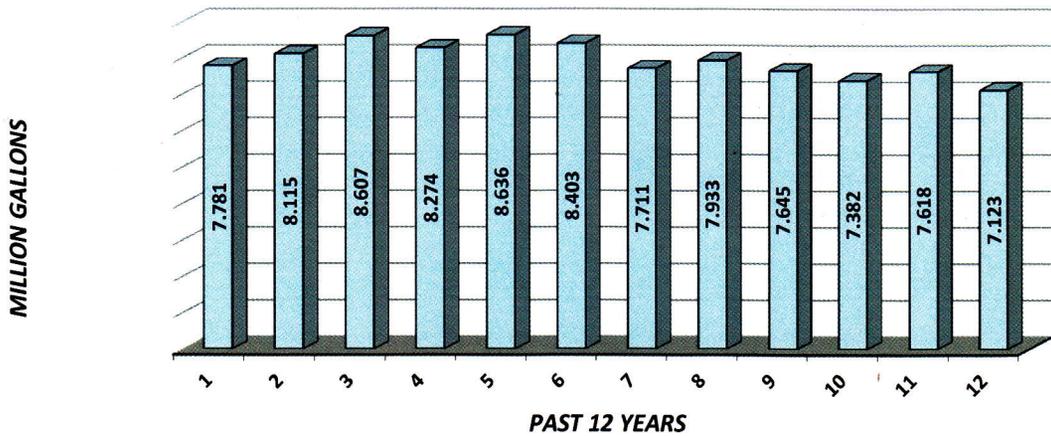
MONTHLY UTILITY REPORT

FEBRUARY 2017

AVERAGE DAILY PRODUCTION



AVERAGE DAILY PRODUCTION



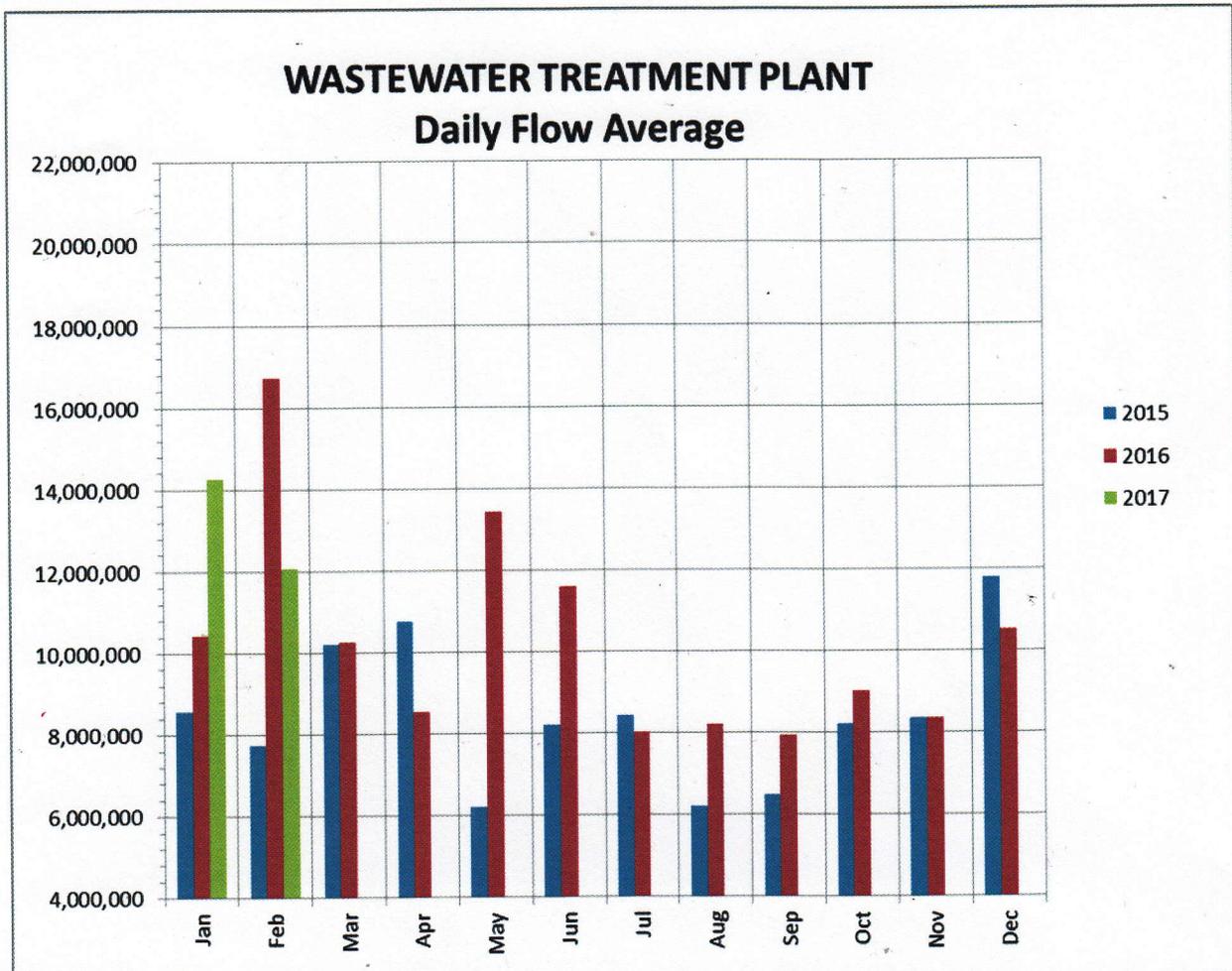
BRIEF LISTING of EVENTS

- > 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- > OVER 100 PREVENTIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALYSIS PERFORMED/LAKES AT 100% CAPACITY
- > TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7
- > NEW SODIUM HYPOCHLORITE FEED SYSTEM IS ONLY 50% OPERATIONAL. PLANT STAFF CONTINUE TO CORRECT DESIGN PROBLEMS
- > CURRENTLY MONITORING TO CRYPTOSPORIDIUM IN SOURCE WATER FOR 24 CONSECUTIVE MONTHS AS PER LT2 RULE
- > FOR THE 4th STRAIGHT YEAR, EVITTS CREEK WATER COMPANY RECEIVED THE AWOP AWARD FROM PENNSYLVANIA DEPARTMENT OF THE ENVIRONMENT FOR OUTSTANDING EFFORTS TOWARDS OPTIMIZING THE TREATMENT FACILITY

Wastewater Treatment Plant – FEBRUARY 2017

OPERATIONS:

Treated 377,910,000 gallons @ an average of 12.068 million gallons per day. Removed 147,536 pounds of total suspended solids, 138,050 pounds of BOD, 22,483 pounds of total nitrogen, and 4,339 pounds of total phosphorous. Processed 847,886,000 gallons of sludge producing 77.17 Dry tons of Class "A" bio-solids. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.



Sewer & Flood Monthly Report - February 2017

Sewer

5,582 Ft. Sewer Mains flushed

17 Catch basins cleaned

1 Catch basin repaired:

- 1626 Bedford Street

1 Clean Out Installed

420 Ft. sewer lines televised

1,490 Ft. Sewer mains televised

4 Overflows checked

- Assisted Water Department at three (3) work

site for Hydro Excavating

- Budget Meeting

Flood

Test run station pumps

Checked CSO Pump Stations

Changed oil in Viaduct Pumps

Checked Sewage Regulators

Put Gate Operator #2 back into service

Took Gate Operator #1 out of service (Mill Race)

Budget Meeting



Regular Council Agenda
March 21, 2017

Description

Maintenance Division monthly report for February, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
February 2017

Street Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
FEBRUARY 2017**

- POTHOLES AND COMPLAINTS
 - Potholed 14 days using approximately 5 ton of cold mix.

- UTILITY HOLE REPAIR
 - Completed 5 Water Utility Hole Repairs using 4 CY of concrete.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed/Repaired 5 Traffic Control Signs.
 - Installed/Repaired 3 Street Name Signs.
 - Installed 1 Handicapped Sign

- MISCELLANEOUS
 - Completed 1 Service Request.
 - Snow Removal 2 days.
 - Brush Removal and Tree Work 3 days.

STREET MAINTENANCE - FEBRUARY 2017		2/1-2/4	2/5-2/11	2/12-2/18	2/13-2/25	2/26-2/28	TOTAL
SERVICE REQUEST COMPLETED						1	1
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY			2			2
UTILITY HOLES REPAIRED	WATER				4	1	5
	SEWER						0
	CY				3.50	0.50	4
	TONS						0
POTHOLE FILLING	STREETS						0
	ALLEYS						0
	DAYS	3	4	4	2	1	14
	Cold Mix	X	X	X	X	X	0
	TONS						0
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED					5		5
STREET NAME SIGNS REPAIRED/INSTALLED					3		3
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED						0
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS						0
	MILES						0
SWEEPER DUMPS HAULED TO LANDFILL	TONS			6.4		1.4	8
SALT BARRELS	DAYS	2	1				3
CLEANED BALTIMORE ST. UNDERPASS							0
CLEAN SNOW EQUIPMENT	Days	2	1	1	1		5
BRUSH REMOVAL/TREE WORK	Days			2		1	3
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads						0

Installed Bollards at Gulf War Memorial Sign 2.25 Cy

Snow Removal OT	DATE	2/9/17	2/16/17
	11pm-7am	5 trcks	2 trcks
	7am-3pm	5 trcks	7 trcks
	3pm-11pm		
	Salt Brine		
	Sidewalks	X	

**Fleet Maintenance
February 2017**

Total Fleet Maintenance Projects	77
Street Maintenance	23
Snow Removal	0
DDC	0
CPD	12
Water Distribution	15
P & R Maintenance	4
CFD	2
Sewer	4
Code Enforcement	3
Flood	0
PIP	2
WWTP	0
Engineering	0
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	0
Public Works	0
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	10
Field Service Calls	2
 Total Work Orders Submitted	 20
 Risk Management Claims	 1
 Fork Lift Inspections	 0



Regular Council Agenda
March 21, 2017

Description

Closed Meeting Announcement - March 21, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
March 21, 2017

Description

Approval of the Closed Session Minutes of December 28, 2016 and January 17, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Wednesday, December 28, 2016

4:00 p.m.

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

MOTION: Motion to enter into closed session to discuss performance evaluations of the City Administrator, City Solicitor, and City Clerk was made by Councilman Caporale, seconded by Councilwoman Alt-Myers, and was passed on a vote of 5-0.

Annotated Code of Maryland, State Government

- Section 3-305 (b) (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

Minutes passed _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, January 17, 2017

5:15 p.m.

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

ALSO PRESENT: City Administrator Jeff Rhodes, City Solicitor Michael Cohen, City Clerk Marjorie Woodring

MOTION: Motion to enter into closed session to discuss board and commission appointments and matters relating to negotiations for the wage and economic re-opener for the IAFF Local #1715 collective bargaining agreement was made by Councilman Frazier, seconded by Councilman Caporale, and was passed on a vote of 5-0.

Annotated Code of Maryland, State Government

- Section 3-305 (b) (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 3-305 (b) (9): to conduct collective bargaining negotiations or consider matters that relate to the negotiations

Minutes passed _____



Regular Council Agenda
March 21, 2017

Description

Ordinance to repeal and reenact with amendments Section 16-1 through 16-6 of the City Code to update employee pay grades

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, ENTITLED, "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS SECTIONS 16-1 THROUGH 16-6 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), FOR THE PURPOSE OF UPDATING EMPLOYEE PAY GRADES."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Sections 16-1 through 16-6 of the Code of the City of Cumberland (1991 Edition) be and are hereby repealed and reenacted as follows:

16-1. Pay grades - AFSCME Employees

The following pay grades shall apply for all City employees who are, as of the effective date of this section, represented by the American Federation of State, County and Municipal Employees No. 553:

(a). General Trades and Labor.

<u>CLASS</u>	<u>GRADE</u>
<u>GENERAL TRADES AND LABOR</u>	
<u>LABOR</u>	
Municipal Worker III	5
Municipal Worker II	4
Municipal Worker I	3
Facilities Technician	8
Public Works Technician Entry Level	5
PIP Crew Leader	8
Public Works Technician I	6
<u>EQUIPMENT OPERATION</u>	
Public Works Technician II	7
<u>CRAFTS</u>	
HVAC Mechanic	13
Maintenance Mechanic (Bldg. Mtee.)	8**
Parking Meter Supervisor	8
<u>EQUIPMENT MAINTENANCE</u>	
Maintenance Mechanic, WWTP	8
Mechanic, WWTP	8
Auto Technician II	9
Auto Technician I	8
<u>SUPERVISORY</u>	
Public Works Crew Leader	9

PUBLIC UTILITIES**WATER & SEWER OPERATION & REPAIR**

Meter Technician Coordinator	8
Plant Technician III	10
Plant Technician II	8
Plant Technician I	7
Plant Technician Entry Level	6
Pipe Technician III	9
Pipe Technician II	8
Pipe Technician I	7
Pipe Technician Entry Level	6
Lead Utilities Technician	9
Service Technician II	7
Service Technician I	6
Journeyman Electrician	13

SUPERVISORY

Public Works Crew Leader	9
Sewer Maintenance Mechanic	9
Water Distribution Supervisor	10

CUSTOMER SERVICE

Service Technician II	7
Service Technician I	6

(b) . Local #553**CLERICAL, FISCAL, DATA PROCESSING AND ADMINISTRATIVE**

Office Associate I	3
Office Associate II	5
Office Associate III	6
Customer Service Associate I	6
Customer Service Associate II	7
Customer Service Associate III	8
Accounting Associate I	6

Accounting Associate II	7
Accounting Associate III	8
Accounting Specialist	9
Accounting Clerk	8
Police Records Specialist	7
Administrative Associate I	7
Administrative Associate II	9
Codes Technician	9
Fire Administrative Officer	9

ENGINEERING

Engineering Technician I	9
Contract Labor compliance Specialist	10
Senior Engineering Technician	11
Natural Resources Specialist	11

GENERAL TRADES AND LABOR

Fleet/Maintenance Coordinator	9
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LABORATORY

Laboratory Technician, WWTP	9
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**FLSA exempt positions unless covered by collective bargaining agreements.

16-2. Pay grades - UFCW employees/law enforcement officers.

The following pay grades shall apply for all City employees who are, as of the effective date of this section, represented by the United Food & commercial Workers, Local 1994 and/or who are law enforcement officers:

<u>CLASS</u>	<u>GRADE</u>
<u>PUBLIC SAFETY</u>	
<u>LAW ENFORCEMENT</u>	
Police Patrolman Entry	8
Police Officer	9
Police Corporal	11
Police Sergeant	12

16-3. Pay grades - IAFF employees/firefighters.

The following pay grades shall apply for all City employees who are, as of the effective date of this section, represented by the International Association of Firefighters, AFL-CIO, Local #1715, and/or who are firefighters:

<u>CLASS</u>	<u>GRADE</u>
<u>PUBLIC SAFETY</u>	
<u>FIRE PROTECTION</u>	
Firefighter/EMT	9
Fire Equipment Operator/EMT	10
Fire Lieutenant	12**
Junior Captain	13**

**FLSA exempt positions unless covered by collective bargaining agreements.

16-4. Pay grades - employees not represented by collective bargaining units.

The following pay grades shall apply for all City employees who are not represented by a collective bargaining Unit:

<u>CLASS</u>	<u>GRADE</u>
<u>CLERICAL, FISCAL, DATA PROCESSING AND ADMINISTRATIVE</u>	
<u>GENERAL CLERICAL</u>	
Assistant to the City Clerk	6
Administrative Associate II	9
Community Development Generalist	10
<u>FISCAL AND PROCUREMENT</u>	
City Comptroller	18**
Senior Accountant	13**
Accountant	11**
<u>DATA PROCESSING</u>	
Director of Management Information Systems	17**
IT Specialist	13**
<u>ADMINISTRATIVE</u>	
Human Resources Officer	12**
Human Resources Associate	10

ENGINEERING AND ALLIED**ENGINEERING**

Senior Engineer	14**
Director of Engineering	17**
Chief Construction Inspector	12**
Environmental Specialist	14**
Engineering Specialist	12
Project Engineer	13**

COMMUNITY DEVELOPMENT

Building and Zoning Officer	12**
Codes Compliance Manager	13**
Senior Building and Zoning Officer	12**
Historic Planner/Preservation Coordinator	13**
Community Development Programs Manager	13**
Economic Development Coordinator	14**
City Planner	14**
Economic Development Specialist	9
Senior Community Development Specialist	14**
Property Improvement Manager	10

GENERAL TRADES AND LABOR**SUPERVISORY**

Street Superintendent	15**
Street Maintenance Coordinator	12
Public Works Operation Manager	16**
Mall Maintenance Supervisor	5
Facilities/Fleet Maintenance Coordinator	10
Mall Maintenance Worker	3

PUBLIC UTILITIES**SUPERVISORY**

Water Filtration Plant Superintendent	15**
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Wastewater Treatment Plant Superintendent	15**
Central Services Maintenance Coordinator	15**
Water Services Superintendent	14**
Public Works Utilities Manager	16**
Water Coordinator	11
Sewer Coordinator	11
Sanitary Sewers/Flood Superintendent	13**

PUBLIC SAFETY

LAW ENFORCEMENT

Police Lieutenant	14**
Police Captain	16**

FIRE PROTECTION

Deputy Chief	15
Fire Marshall	14
Fire Captain	14
Battalion Chief	15

RECREATION

PARKS AND RECREATION

Director of Parks and Recreation	14**
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**FLSA exempt positions unless covered by collective bargaining agreements.

16-5. Compensation Plan Generally

(a) The City Administrator shall, when necessary, make recommendations to the Mayor and City Council for changes in base and maximum salaries for the employees

identified in the preceding sections of this chapter, as established by the compensation plan adopted by the Mayor and City Council and set out in this Chapter. Any such changes accepted by the Mayor and City Council shall be implemented by ordinance.

(b) The City Administrator may implement in-grade salary increases or change the grades for particular positions provided funding for such changes is available in existing budgets.

(c) None of the employees identified in the preceding sections of this chapter shall be paid a salary less than the established minimum nor greater than the maximum rates fixed in the compensation plan for the position he or she holds. At the time of the adoption of the plan, no employee shall be paid less than his or her present salary.

(d) The following compensation plan ~~is adopted for fiscal year 2017-18 shall constitute~~ shall be effective from the date of its passage and shall constitute the compensation plan applicable to all employees identified in the preceding section of this chapter. It shall remain in force and effect until such time as it is amended by ordinance of the Mayor and City

Council.

Grade	Base /Minimum Salary	Midpoint	Maximum Salary
18	\$61,622	\$88,032	\$108,279
17	\$56,900	\$81,286	\$99,982
16	\$52,539	\$75,055	\$92,318
15	\$48,512	\$69,303	\$85,243
14	\$44,794	\$63,992	\$78,710
13	\$41,362	\$59,088	\$72,678
12	\$38,192	\$54,560	\$67,109
11	\$35,265	\$50,378	\$61,965
10	\$32,562	\$46,517	\$57,216
9	\$30,067	\$42,953	\$52,832
8	\$27,763	\$39,661	\$48,783
7	\$25,635	\$36,621	\$45,044
6	\$23,670	\$33,814	\$41,591
5	\$21,856	\$31,223	\$38,404
4	\$20,181	\$28,830	\$35,461
3	\$18,634	\$26,620	\$32,743

Grade	Base	Midpoint	Maximum
18	\$ 61,622	\$ 87,657	\$ 113,693
17	\$ 57,356	\$ 81,169	\$ 104,981
16	\$ 53,386	\$ 75,160	\$ 96,934
15	\$ 49,690	\$ 69,598	\$ 89,505
14	\$ 46,250	\$ 64,448	\$ 82,646
13	\$ 43,048	\$ 59,680	\$ 76,312
12	\$ 40,068	\$ 55,266	\$ 70,464
11	\$ 37,294	\$ 51,179	\$ 65,063
10	\$ 34,712	\$ 47,394	\$ 60,077
9	\$ 32,309	\$ 43,891	\$ 55,474
8	\$ 30,072	\$ 40,647	\$ 51,222
7	\$ 27,990	\$ 37,643	\$ 47,296
6	\$ 26,052	\$ 34,861	\$ 43,671
5	\$ 24,249	\$ 32,287	\$ 40,324
4	\$ 22,570	\$ 29,902	\$ 37,234
3	\$ 21,008	\$ 27,694	\$ 34,380

(e) Seasonal, temporary and part-time employees shall receive pay in accordance with the greater of the State or Federal minimum rate or other rates established by the fiscal year budget.

Section 16-6. Compensation of Board of Zoning Appeals, Officers.

(a) The Mayor and City Council may compensate

the members of the Board of Zoning Appeals at such rates as established by order.

(b) The compensation for the City Administrator, City Clerk, Chief of the Fire Department, and Chief of the Police Department shall be as is set forth in their respective employment contracts or by Order passed by the Mayor and City Council.

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of April, 2017.

MAYOR

ATTEST:

CITY CLERK



Regular Council Agenda
March 21, 2017

Description

Order rescinding the current Employee Handbook and adopting a Handbook for Full-Time Non-Union Employees

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: March 21, 2017

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

THAT, Order No. 24,969, dated August 4, 2009, adopting a revised Employee Handbook be and is hereby rescinded; and

BE IT FURTHER ORDERED, that the attached Handbook for Full-Time Non-Union Employees be and is hereby adopted.

Mayor Brian K. Grim

CITY OF CUMBERLAND



Handbook *for* Full-Time Non-Union Employees

March, 2017 Update

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
Introduction / Employee Group Definition	3
Payroll Requirements	4
Vacation	4
Holidays	6
Personal Days	7
Sick Leave	7
Other Leave	8
Leave of Absence	9
Military Service	10
Insurance	11
Life and Accident Insurance	12
Retirement	13
Medical Disability Retirement	15
Poll Workers for Elections	15
Other Benefits	
Deferred Compensation	16
Insurance Opt-Out Program	16
Social Security	16
Unemployment	16
YMCA	17
Vision Benefit	17
Employee Assistance Program.....	17
Policies (Available upon request)	17

Introduction and Employee Group Definition

This document is designed to provide information about present working conditions, employment benefits, and the policies affecting your employment as a full-time non-union employee with the City of Cumberland.

A full-time non-union employee is defined as an employee who works forty (40) hours per week in a position that is eligible for benefits and does not belong to a bargaining unit.

You should read, understand and comply with all provisions designed by the City to benefit employees. One of our main objectives is to provide a work environment that is conducive to both personal and professional growth.

Notwithstanding anything stated or implied in this handbook to the contrary, it does not constitute an express or implied contract and it does not confer you with any contractual rights or benefits. This handbook may not be treated as a contract in any way. Further, all unwritten policies and practices regarding employment benefits are hereby disclaimed and are of no further force and effect.

No document can anticipate every circumstance or question about a policy. As City government continues to grow and as circumstances change, so do policies. Accordingly, the City reserves the right to revise, supplement, or rescind any policy or portion of this Handbook from time to time as it deems appropriate. Such changes shall be made in its sole and absolute discretion, by order of the Mayor and City Council. As these changes are made, revisions will be posted on the City's website and the City will endeavor to provide you with notification.

PAYROLL REQUIREMENTS

The City of Cumberland has a paperless payroll process. Therefore, it is mandatory that all employees enroll in Direct Deposit by completing the Authorization for Direct Deposit. A new Direct Deposit form is required for any changes, including but not limited to changes in bank routing information.

VACATION

Beginning with the first day of probationary employment, full-time non-union employees shall be entitled to receive a vacation with pay, in accordance with the following provisions. The number of days of vacation an employee is entitled to receive in any current fiscal year shall be based upon the prior fiscal year(s)' work. Reference to vacation days shall mean vacation taken during working days.

(I) Full-time Non-Union Employees Hired Prior to July 1, 1996

Full time non-union employees hired prior to July 1, 1996 shall ultimately be entitled to receive thirty (30) days' vacation, with pay, based on the following schedule:

Tenth through twenty-fourth fiscal year	25 Days
Twenty-five years and above	30 Days ¹

(II) Full-time Non-Union Employees Hired July 1, 1996 and After

Retroactive to the first day of probationary employment, full-time non-union employees hired July 1, 1996 and after, shall earn and ultimately be entitled to receive twenty-five (25) working days' vacation, with pay, based on the following schedule:

¹ The number of years of employment refers to the number of complete fiscal years an employee has worked. By way of example, an employee who was hired on May 1, 2012 shall be deemed to have worked four (4) complete fiscal years for purposes of ascertaining the number of vacation days due to that individual in fiscal year 2017.

a) Vacation shall be adjusted to July 1st next following employment in probationary status at the rate of 5/12 day for each month, or portion thereof, worked in the current fiscal year. Said vacation shall be taken during the next fiscal year.

b) Employees hired in the period from January 1 to June 30 shall be entitled to receive five (5) days' vacation upon completion of one (1) entire fiscal year of employment.

c) Employees hired in the period from July 1, to December 31 shall be entitled to receive (10) days' vacation upon the completion of one (1) entire fiscal year of employment.

d) Employees with two (2) or more complete fiscal years of employment shall be entitled to receive the following number of vacation days:

Second fiscal year	10 Days
Third through fourth fiscal year	15 Days
Fifth through ninth fiscal year	20 Days
Tenth fiscal year and above	25 Days ²

Each department shall adopt a system for scheduling vacation privileges and during each fiscal year shall grant a preference for the major portion of said vacation to those employees with seniority in service. Such system shall be a matter of record, available for review by the Human Resources Officer or other person(s) designated by the Mayor and City Council.

Employees shall receive payment for their unused vacation for the current fiscal year and the prorated portion of the vacation due for the next fiscal year upon separation from employment except in the case of termination for cause. For employees who become separated from their employment with the City due to death, their vacation benefit payment shall be paid to the persons designated as their beneficiaries under the terms of

² See footnote 1.

the life and accident insurance the City maintains on their behalf, as provided for hereinafter.

HOLIDAYS

All full-time non-union employees shall be entitled to the following holidays, beginning with the first day of probationary employment:

New Year's Day
 Martin Luther King's Birthday
 President's Day
 Good Friday
 Memorial Day
 Independence Day (July 4th)
 Labor Day
 Columbus Day
 General Election Day (Bi-annually)
 Veteran's Day
 Thanksgiving and the day following
 Christmas Day
 Employee's Birthday

In addition to the holidays listed above, when Independence Day (July 4), Christmas Day, or New Year's Day falls on Tuesday, the immediately preceding Monday shall be granted as a day off. When Independence Day (July 4), Christmas Day or New Year's Day falls on Thursday, the immediately following Friday shall be granted as a day off.

When any of the above holidays fall on Saturday, the immediately preceding Friday shall be granted as the day off.

When any of the above holidays fall on Sunday, the immediately following Monday shall be granted as the day off.

When any of the holidays or days off provided for in this section fall within a paid leave period, no sick or vacation leave will be charged.

Employees shall be paid for the holidays and days off identified in this section.

PERSONAL DAYS

Full-time non-union employees shall be entitled to one (1) personal day per fiscal year. Personal days may not be carried over from year to year.

SICK LEAVE

All full-time non-union employees shall be entitled to sick leave benefits as follows:

- a) Beginning with the first day of probationary employment, employees shall earn one and one-quarter (1 ¼) days of sick leave for each month of employment or portion thereof. Such sick leave may be taken for personal illness only, unless otherwise specifically authorized through directives of the Mayor and City Council.
- b) Sick leave shall be credited to the account of the employee at the beginning of each month.
- c) Each department must regularly review sick leave balances in the City's payroll system to verify accuracy.
- d) At the time of retirement from City employment, a full-time non-union employee shall be eligible to receive payment for unused sick leave in an amount not to exceed forty (40) days if they retire during the period from July 1, 2016 through June 30, 2017. Those employees who retire July 1, 2017 and after shall be eligible to receive a payment for unused sick leave in an amount not to exceed eighty (80) days.

- e) For the purpose of paragraphs 5 and 6 above, “time of retirement” is defined as being the time at which the employee has been approved for receipt of benefits through the State of Maryland Retirement System.

Full-time non-union employees shall be required to present a doctor’s certificate if absent for more than two (2) consecutive work days. If it appears that an employee is abusing sick leave, a doctor’s certificate may be required for one (1) day’s absence. Should an employee be off five (5) times or more during any fiscal year, a doctor’s certificate stating the nature of illness will be required for the sixth absence and each absence thereafter. Misuse of sick leave shall constitute grounds for dismissal. In order to receive paid sick leave, employees must notify their department heads or other designated “persons-in-charge” within fifteen (15) minutes after the time set for the commencement of their work duties.

Sick leave pay shall not run concurrently with leave made necessary by personal injury received as a result of an accident while in the employment of the City.

Full-time non-union personnel will be allowed up to two (2) hours leave for a medical, dental or optical appointment.

OTHER LEAVE

Beginning with the first day of probationary employment, full-time non-union employees shall be granted leave in the following instances:

I. Bereavement Leave:

- a) Five (5) working days shall be granted for the death of an employee’s spouse, child, parent stepchild, stepparent, or grandchild.
- b) Three (3) working days shall be granted for the death of an employee’s brother, sister, mother-in-law, father-in-law, grandparent, half-sibling, stepparent, or stepsibling.
- c) One (1) working day shall be granted for the attendance of the funeral of an employee’s grandparent, brother or sister of the employee’s current

legal spouse. This provision shall also apply if the spouse is deceased and the employee has not remarried.

- d) There shall be allowed during any given year a period of two (2) days leave, chargeable to sick leave, for the purpose of allowing an employee to act as pallbearer for a relative. Said leave may be taken in one-half (1/2) or one (1) day increments, not to exceed one (1) day for any given situation.

II. Unexpected Emergency Leave

Full-time non-union employees shall be entitled to leave in the event of an unexpected emergency arising within their immediate families, as well as emergencies pertaining to stepchildren and grandchildren. Said leave shall not exceed five (5) days in any one (1) fiscal year and, when taken, shall be charged to the employee's sick leave for that fiscal year. For the purpose of the entire section of this Handbook covering "Other Leave," "immediate family" is defined as the spouse, son, daughter, mother or father of the employee.

III. Leave for Court Appearances and Jury Duty

Beginning with the first day of probationary employment, full-time non-union employees will be granted paid leave for the following reasons:

- a) Attending court as a subpoenaed witness, or as a witness on behalf of the City;
- b) Serving required jury duty.

There shall be no accumulation of other leave.

LEAVE OF ABSENCE

It is the policy of the City that leaves of absence without pay may be granted for a definite or indefinite period not to exceed one (1) year. Leave of absence may be granted or denied in the discretion of the City Administrator.

Leave may be granted for:

- a) Personal illness
- b) Illness in the immediate family
- c) Disability
- d) Study or training of value in connection with public services provided by the City
- e) For specific and approved personal reasons

A full-time non-union employee granted a Leave of Absence for any of the above reasons must use all vacation that was earned in the previous fiscal year prior to the effective date of the leave. In the event a leave of absence is requested for illness, all vacation earned in the previous fiscal year and all sick leave to which the employee is entitled must be used prior to the effective date of leave. Sick leave and vacation shall not be earned while on leave of absence from City employment.

MILITARY SERVICE

I. Active Military Service

Seniority shall be guaranteed to full-time non-union employees who are inducted into the Armed Forces of the United States, or who may be required to perform obligated active duty because of being affiliated with a reserve component, or who may be recalled to active service because they possess military or civilian occupational specialty codes which covers skills needed by the military service. Upon their return to civilian life, employees will be guaranteed positions which shall be equal to the ones they held prior to their military service, provided they receive Certificates of Satisfactory Completion of Duty, they make application for re-instatement within ninety (90) days, and they are still qualified to perform the duties of such positions. Full-time non-union employees who report for active military service shall be paid all accrued vacation benefits on the date they leave City employment.

II. Active Duty for Training

Full-time non-union employees who are members of the National Guard or any of the reserve components of the Armed Forces of the United States will be granted military

leave to perform active duty for training for a period of time not to exceed fifteen (15) working days in the period from October 1st through September 30th of the following year, provided said employees receive orders to report for such duty from competent authority. While on such leave, they shall be paid their regular gross salary less the amount received from the federal and/or state government for their training.

In order to be granted military leave without loss of time or annual leave, and to receive City pay while on said leave, a copy of the official orders must be submitted to the Human Resources Office prior to the date of departure.

NOTE: Accidental Death and Death Provisions of the City-Paid Accident and Life Insurance Policy do not apply to persons who are on active duty in the Military Service.

INSURANCE

Medical and Hospitalization Benefits

Health insurance benefits and premium payments shall be established for full-time non-union employees as follows:

All full-time non-union employees, as well as those non-union employees who work thirty (30) or more hours a week on a regular basis, are entitled to medical and hospitalization insurance with the City of Cumberland with premiums paid based on the table below. Any employees who work less than a full time schedule but who work thirty (30) or more hours a week on a regular basis are entitled to medical and hospitalization insurance; however, those employees shall have these benefits addressed in an employee contract. Those employees may choose from the following categories (inclusive but not limited to): Individual, Parent/Child, Husband/Wife and Family.

All employees covered by this health insurance benefit are responsible for notifying Human Resources immediately of any life status changes (e.g., births, death of a

covered individual, divorce), with documentation relative thereto being provided within thirty (30) days of any such changes.

IMPORTANT: Failure to provide adequate notification as specified above within thirty (30) days could result in the insurance company's refusal to cover medical expenses.

The following plan options are available:

Option #1 – High Option Insurance

- Non-union - 20%
- Non-union Police - 20%

Option #2 – Low Option Insurance

- Non-union - 6%
- Non-union Police – 10%

This health care insurance also includes vision and prescription drug coverage.

Full-time non-union retirees under the age of 65 are responsible for payment of 100% of their health insurance premium if they desire to continue those benefits after their retirement. Administration of this program is handled through the Human Resources Department. Each employee shall receive a booklet explaining the various features and details of the City's health insurance plan. Employees are encouraged to refer to this booklet for questions they may have regarding coverage and benefits.

LIFE AND ACCIDENT INSURANCE

It is the policy of the City that full-time non-union and probationary employees will be eligible for ten thousand dollars (\$10,000.00) life insurance coverage and up to ten thousand dollars (\$10,000.00) accidental death and dismemberment insurance coverage. The City of Cumberland will pay the premium in its entirety.

The above coverage ceases on the last day of employment. However, if an employee who has been terminated or who retires so desires, he may convert the insurance by contacting the carrier and making application within thirty-one (31) days of the date of employment termination.

NOTE: The accidental death and ordinary death provisions of the City-paid accident and life insurance policy do not apply to persons who are on active duty in the military service.

The State Retirement System also provides for a death benefit and any employee enrolled in the State Retirement System is eligible for a death benefit. See your State Retirement Plan Document for details.

RETIREMENT

The City of Cumberland is a member of the Maryland State Employee's Retirement System, which provides retirement income and income for certain surviving dependent's disability or death benefits, should either occur prior to retirement.

Enrollment in the State Pension System is mandatory upon employment.

I. Maryland State Retirement System:

Normal Service Retirement: - Age 60 regardless of years of service
 - 5 year vesting requirement
 - 30 years of service regardless of age.

Early Retirement: 25 years of service prior to age 60 with reduction in benefits.

Please refer to pension handbook for specific details.

II. Alternate Contributory Pension System:

Normal Service Retirement: Age 62 Five Years' Service
 Age 63 Four Years' Service
 Age 64 Three Years' Service
 Age 65+ ... Two Years' Service
 Any Age ... 30 Years' Service

Early Retirement: Age 55 with 15 or more years of eligibility with reduced benefits.

Please refer to pension handbook for specific details.

III. Reformed Contributory Pension Benefit (Effective July 1, 2011)

Normal Service Retirement: Age 65 with 10 years eligibility service or as determined by the Rule of 90. (Members become eligible once the sum of their age and eligibility service is at least 90. Example: At age 57 with 33 years of service; at age 60 with 30 years of service or at age 63 with 27 years of service.)

Early Retirement: Age 60 and 15 years of service – subject to benefit reduction

Please refer to pension handbook for specific details.

IV. Law Enforcement Officers Pension System

Normal Service Retirement: - Age 50
 - 25 Years of Eligibility Service

Early Retirement: Non-Applicable.

Please refer to pension handbook for specific details.

All full-time non-union employees with at least ten (10) years creditable service with the City may receive retirement service credit of up to five (5) years for military service

while on active duty or reserves with the Armed Forces of the United States. The time spent on active duty is counted as time on the job for retirement purposes.

All full-time non-union employees may receive a service credit for unused sick leave in accordance with applicable State of Maryland Retirement System rules.

MEDICAL DISABILITY RETIREMENT

When employees feel they can no longer perform the essential functions of their positions due to on-the-job injuries or illnesses or a non-work related injuries or illnesses, they can make application for a disability retirement through the State of Maryland Retirement Agency. The necessary paperwork can be obtained through the Human Resources Department. Once the State Retirement Agency completes the review and a determination is made that the individual is permanently disabled and can no longer perform the essential job functions, the employee must make application and accept the retirement by the **FIRST** of the following month after receiving written notification or their employment will be terminated.

POLL WORKERS FOR ELECTIONS

The Mayor and City Council of Cumberland, Maryland, do hereby adopt rules and regulations governing employees of the City of Cumberland, Maryland for applying for positions of Poll Workers with the Allegany County Board of Elections as follows:

WHEREAS, individuals are needed to work at polling places during the Primary and General Elections, meeting the qualifications of being a Registered Voter, having the ability to speak, read, and write the English language, in order to provide for a greater awareness of the election process, the rights and responsibilities of voters and the importance of participating in the electoral process, as well as to provide an additional workforce for our elections.

City employees who volunteer to work will receive the following compensation:

Primary Election: Eight (8) hours of pay at the employee's regular rate

Salary received by poll workers
No loss of vacation or personal time

General Election: Eight (8) hours of pay at the employee's regular rate
Salary received by poll workers
No loss of vacation or personal time

Employee is responsible for obtaining written approval of their Director and/or immediate supervisor prior to applying to the Allegany County Board of Elections Supervisor to participate in the Election process.

OTHER BENEFITS

I. Deferred Compensation:

The City of Cumberland offers a deferred compensation plan to its employees. Full-time non-union employees desiring additional information about the deferred compensation plan should contact the Human Resources Office.

II. Insurance Opt-Out Program:

The City of Cumberland offers a benefit to its full-time non-union employees who qualify to opt-out of the health insurance benefit. The current opt-out benefit is either a deferred compensation payment or a biweekly cash payment. Proof of health insurance coverage by another source along with the opt-out waiver must be provided annually at the beginning of each fiscal year in order to qualify for this benefit.

III. Social Security:

City of Cumberland employees, other than the Police Department, are covered by the Social Security Act. Contributions made by the employee are matched by the City to the extent required by law.

IV. Unemployment:

Terminated employees should contact the Maryland Employment Office in regard to these benefits. Employees terminated as a result of reduction in force are eligible for

benefits. The City will contest unemployment claims made by employees who leave voluntarily or are terminated for just cause.

V. YMCA:

The City of Cumberland offers a YMCA Membership Plan to its employees whereby the City pays 50% of the employee's Corporate Adult/Young Adult individual membership. Full-time non-union employees desiring a family membership must pay the difference between the City-paid portion of the individual membership benefit and the full costs of a family membership.

VI. Vision Benefit:

The City will pay up to \$200.00 towards eyeglasses or contact lenses every fiscal year for full-time non-union employees.

VII. Employee Assistance Program:

The City offers an Employees Assistance Program through the Western Maryland Behavioral Health Services Program at the Hospital Campus. These services include help with stress management, parenting, depression and other related problems. More information is available in the Human Resources Office.

POLICIES

Listed below are the policies pertaining to employee rights and responsibilities that have been adopted by the City. Copies of many of these policies are provided during the new-hire orientation process. If you would like more information on a policy that was not provided during the new-hire process, or if you require an additional copy of a policy that may have already been provided, please contact the Human Resources Office. Additionally, all personnel-related policies adopted by the City are also available through the City's on-line Public Folder database. Information on how to access the database may also be obtained from the Human Resources Office.

The following policies are provided at the time of the new hire orientation with the Department of Human Resources:

- Administration of Disciplinary Action
- Internet Use/Computer Use
- Substance Abuse
- Smoking
- Sexual Harassment

Copies of the following policies can be requested from the Department of Human Resources or viewed on Google Drive - Public Folders:

- Cell Phone Policy
- Cell Mobile Phone Policy
- Extended Leave Donor Program
- Final Pay Policy
- FMLA Policy
- Layoff Policy for Management
- Retirement Procedures
- Risk Management
- Sick Leave Bank Policy
- Travel Policy
- Tuition Reimbursement
- Workers' Compensation Policy
- Workers' Compensation Modified Light Duty
- Workplace Violence



Regular Council Agenda
March 21, 2017

Description

Order lifting the provisions of Section 11-113 of the Code, entitled "Open Containers of Alcohol" in a designated area of the downtown mall, from 5:00 p.m. until 10:00 p.m. on each Friday evening from June 2 through August 25, with the exception of June 9; notwithstanding that open glass containers shall not be permitted in said area

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: March 21, 2017

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

THAT the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted from 5:00 PM until 10:00 PM on the following Fridays in 2017:

June 2, 16, 23, 30;

July 7, 14, 21, 28;

August 4, 11, 18, 25;

BE IT FURTHER ORDERED, that these provisions shall be lifted only within the areas designated on the attached map, that being the Downtown Mall (Baltimore Street) between Centre and Liberty Streets with an extended walkway extending to 49 Baltimore Street; and

NOTWITHSTANDING THE FOREGOING, open glass containers shall not be permitted in the area defined above.

Brian K. Grim, Mayor



Parking

14
CUMBERLAND ARMS

BQ 540
48

RBC WEALTH MANAGEMENT
ANIMAL WELFARE SOCIETY
MONKEY BUSINESS
EDWARD JONES

69
MANHATTAN

57 AMERICAN GEN
59 CITY LIGHTS

55 FORT CUMBERLAND EMPORIUM

49 EMBASSY THEATRE

47 ART GALLERY

43 BALTIMORE STREET COLLECTIBLES

41 JEWELRY STORE

MERCHANT'S ALLEY

ROB & WELSH
LEPLEYS

ALLEGANY PAWNSHOP

LIBERTY ST.

ROBERT'S CONFECTIONS
MEM BAK

BALT. ST GRILL

CAFE MARK

ALLEGANY COUNTY MUSEUM

FEM BANK & TRUST

CENTRE ST.

DOLAR GENERAL

CULINARY CAFE

HALLMARK

RAY'S JEWELERS

GLOBAL MARKETING

Item # 13

C U M B E R L A N D
D O W N T O W N D E V E L O P M E N T C O M M I S S I O N
A Main Street Maryland Community

March 3, 2017

The Honorable Brian Grim, Mayor of Cumberland
and Members of the Cumberland City Council
Cumberland City Hall
57 N. Liberty Street
Cumberland, MD 21502

Dear Mayor Grim and Members of the City Council:

On behalf of the Downtown Development Commission, I would like to respectfully request the following:

- The alcohol open container ban be lifted from 5:00 pm until 10:00 pm in the area represented by blue on the attached map on the following dates:
 - (11) Fridays: June 2, 16, 23, 30 July 7, 14, 21, 28, August 4, 11, 18, 25

We will require all open containers must be in plastic or aluminum.

This request is made in cooperation and with guidance from Chief Hinnant and Captain Leake of the Cumberland City Police Department.

The goal of this commission is to create a positive experience in downtown and this request would enhance the entertainment experience of our Bands on the Bricks concert series.

Respectfully,

Steven Leyh
Downtown Promotions Director



Regular Council Agenda
March 21, 2017

Description

Order accepting the bid of Dynamic Advantage, Inc. to provide support, maintenance, and supplies for six copiers for three (3) years for a total amount not to exceed \$15,696

Approval, Acceptance / Recommendation

The MIS Department and the Comptroller recommend accepting the lowest and most responsive bidder, Dynamic Advantage, Inc., with a total bid of \$15,696.00 for support, maintenance, and supplies for six copiers for three years. See attached recommendation.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$15,696

Source of Funding (if applicable)

General Fund

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. _____

DATE: March 21, 2017**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the bid from Dynamic Advantage, Inc., 100 E. Old Country Road, Suite 5, Mineola, NY to provide support, maintenance, and supplies for six (6) copiers for three (3) years in the total amount not-to-exceed Fifteen Thousand, Six Hundred Ninety-six Dollars and No Cents (\$15,696.00), be and is hereby accepted; and

BE IT FURTHER ORDERED, that all other bids be and are hereby rejected.

Mayor Brian K. Grim

Company	Total Bid Amount
Dynamic Advantage, Inc.	\$15,696.00
Document Solutions, Inc.	\$36,000.00
Electronic Risks Consultants, Inc.	\$16,704.00
Queen City Business Systems	\$35,676.00

Copier Maintenance Proposal					
Bid Opening: February 22, 2017- 2:30 p.m., City Hall Council Chambers					
Company	Total Bid for support, maintenance and supplies	Bid per page for black output above 184,000	Bid per page for color output above 80,000	Affidavit	Local Preference
Dynamic Advantage, Inc. 100 E. Old Country Road, Ste 5 Mineola, NY 11501	\$ 15,696.00	\$ 0.008	\$ 0.084	Yes	N/A
Document Solutions 114 S. Wineow St. Cumberland, MD 21502	\$ 36,000.00	\$ 0.012	\$ 0.120	Yes	City
Electronic Risks Consultants, Inc 456 Rt 22 W. Whitehouse Station, NJ 08889	\$ 16,704.00	\$ 0.010	\$ 0.047	Yes	N/A
Queen City Business Systems 505 National Highway LaVale, MD 21502	\$ 35,676.00	\$ 0.010	\$ 0.060	Yes	County
The appropriate department will review all bids and provide a recommendation to the Mayor and City Council for award based on the determination of the lowest, most responsive bidder.					



Margie Woodring <margie.woodring@cumberlandmd.gov>

Digital Office Systems and Copier Maintenance Bids Recommendations

1 message

Johnna Byers <johnna.byers@cumberlandmd.gov>

Mon, Mar 13, 2017 at 2:31 PM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Regarding the Digital Office Systems Proposal Bid, MIS and the Comptroller recommend accepting the lowest and most responsive bidder, Document Solutions Inc., with a total bid of \$1,040.00 for a five year \$1 buyout government lease of ten new copiers.

Regarding the Copier Maintenance Proposal Bid, MIS and the Comptroller recommend accepting the lowest and most responsive bidder, Dynamic Advantage, Inc., with a total bid of \$15,696.00 for support, maintenance, and supplies for six copiers for three years.

Please place this on the next Mayor and Council agenda.

Thanks,

Johnna

Item # 14



Regular Council Agenda
March 21, 2017

Description

Order accepting the bid of Document Solutions, Inc., to supply ten (10) new multifunctional copiers for the amount not to exceed \$1,040.00 per month through a five (5) year \$1 buyout government lease

Approval, Acceptance / Recommendation

The MIS Department and the Comptroller recommend accepting the lowest and most responsive bidder, Document Solutions, Inc., with a total bid of \$1,040.00 for a five-year \$1 buyout government lease of ten new copiers. See attached department recommendation.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

General Fund

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. _____

DATE: March 21, 2017**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the bid from Document Solutions, Inc., 114 S. Wineow Street, Cumberland, MD, 21502 to supply ten (10) new multi-function copiers for the amount not-to-exceed One Thousand Forty Dollars and No Cents (\$1040.00) per month through a five (5) year \$1 buyout government lease, be and is hereby accepted; and

BE IT FURTHER ORDERED, that all other bids be and are hereby rejected.

Mayor Brian K. Grim

Company	Total bid for five year lease
Document Solutions, Inc.	\$1,040.00
Queen City Business Systems	\$1,295.00
Automated Office Equipment, Inc.	\$1,982.15
Xerox – Complete Document Solutions	\$592,159.80

Multifunction Copiers Proposal

Bid Opening: February 22, 2017- 2:30 p.m., City Hall Council Chambers

Company	Total bid for outright purchase	Total bid for five years lease	Bid per page for black output above 316,000	Bid per page for color output above 175,000	Affidavit
Document Solutions 114 S. Wineow St. Cumberland, MD 21502	\$ 49,950.00	\$ 1,040.00	\$ 0.0050	\$ 0.0450	Yes
Queen City Business Systems 505 National Highway LaVale, MD 21502	\$ 69,350.00	\$ 1,295.00	\$ 0.0070	\$ 0.0500	Yes
Automated Office Equipment, Inc. 920 National Highway LaVale, MD 21502	\$ 105,372.00	\$ 1,982.15	\$ 0.0060	\$ 0.0500	Yes
Xerox - Complete Document Solutions 5104 Pegasus Court, Suite N Frederick, MD 21704	\$ 576,324.00	\$ 592,159.80	0.0000	\$ 0.0461	Yes

The appropriate department will review all bids and provide a recommendation to the Mayor and City Council for award based on the determination of the lowest, most responsive bidder.



Margie Woodring <margie.woodring@cumberlandmd.gov>

Digital Office Systems and Copier Maintenance Bids Recommendations

1 message

Johnna Byers <johnna.byers@cumberlandmd.gov>

Mon, Mar 13, 2017 at 2:31 PM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Regarding the Digital Office Systems Proposal Bid, MIS and the Comptroller recommend accepting the lowest and most responsive bidder, Document Solutions Inc., with a total bid of \$1,040.00 for a five year \$1 buyout government lease of ten new copiers.

Regarding the Copier Maintenance Proposal Bid, MIS and the Comptroller recommend accepting the lowest and most responsive bidder, Dynamic Advantage, Inc., with a total bid of \$15,696.00 for support, maintenance, and supplies for six copiers for three years.

Please place this on the next Mayor and Council agenda.

Thanks,

Johnna

Item # 15



Regular Council Agenda
March 21, 2017

Description

Order accepting the proposal from Queen City Motors for a 2012 Chevy Silverado pick-up truck in the not-to-exceed amount of \$25,900.00

Approval, Acceptance / Recommendation

It is the Public Works Department's recommendation to accept the quote from Queen City Motors for the 2012 Chevy Silverado Crew Cab 4x4. This was not the lowest quote, but this vehicle is an extended cab which is a more adaptable vehicle for equipment. In addition, the lower quoted vehicle from Thomas had substantially more miles on it than the one from Queen City Motors.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

003 320 64000 Sanitary Sewer Department

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. _____

DATE: March 21, 2017**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the quote of Queen City Motors, 99 Henderson Avenue, Cumberland, Maryland, 21502 for a 2012 Chevrolet Silverado Crew Cab 4x4 Pick-up Truck be and is hereby accepted in the amount not-to-exceed Twenty-five Thousand, Nine Hundred Dollars and No Cents (\$25,900.00).

Mayor Brian K. Grim

Funding: 003.320.640

QUEEN CITY MOTORS

TOP QUALITY CARS, TRUCKS, VANS & SUV'S

99 Henderson Avenue • Cumberland, MD 21502 • 301-777-8588 • www.QueenCityMotorsOnline.com

Purchaser's Name: City of Cumberland Res. (301) 7598845 V
 Co-Purchaser's Name: _____ Res. _____ V
 Purchaser's Address: 400 E. Offutt Street SALES CONTRACT WITH TRADE-IN PROVISIONS
 City: Cumberland State: MD Zip: 21502 Date: _____

PLEASE ENTER MY ORDER FOR ONE 2012 Chevrolet Silverado Crew Cab 4x4 USED AS FOLLOWS:

Make	<u>Chevrolet</u>	Model	<u>Silverado</u>	Type	<u>Truck</u>	Eng	<u>5.3L 8 Cyl</u>	AT	<u>STD</u>	Year	<u>2012</u>	
Billage (This Veh)	<u>32 062</u>	V.I.N.	<u>1GCPKPE7XCE218147</u>			Stock No.	<u>CE218147</u>	Color		<u>White</u>		
Equipment Listed: (*The final selling price supersedes all other ad prices, incentives or coupons)										CASH PRICE OF CAR	<u>\$25,900.00</u>	
Dealer Processing Charge Paid To Seller (not required by law)											<u>\$0.00</u>	
Vehicle Options:												
										Title Fee	<u>\$0.00</u>	
										New, Transfer and/or W. DMV. Tags	<u>\$0.00</u>	
										Temp. Tag Fee	<u>\$0.00</u>	
Total Loss Protection <input type="radio"/> Yes <input checked="" type="radio"/> No										D.M.V. Lien Fee	<u>\$0.00</u>	
Key Replacement <input type="radio"/> Yes <input checked="" type="radio"/> No												
										Excise Tax	<u>\$0.00</u>	
Buyer:					CoBuyer:					Subtotal		<u>\$25,900.00</u>
Issue Date					Issue Date							
Expiration Date					Expiration Date							
Driver's License No.					Driver's License No.							
Date of Birth					Date of Birth							
Social Security No.					Social Security No.							
Lien Holder <u>None</u>												
PART PAYMENT SUBMITTED WITH ORDER - (DEPOSIT)												
ALLOWANCE FOR USED CAR TRADE-IN APPRAISED												
LESS BALANCE OWING TO						NET PAYOFF EFF. TO (DATE)						
Extended Service Plan <input type="radio"/> Yes <input checked="" type="radio"/> No Remainder of Factory Warranty Still Applies / QCM Warranty - 6 Months												
Deficiency Waiver <input type="radio"/> Yes <input checked="" type="radio"/> No												
Credit Insurance <input type="radio"/> Yes <input checked="" type="radio"/> No												
Other												
LIABILITY AND PROPERTY DAMAGE										Total Credits		
Insurance Company _____										Balance Due		<u>\$25,900.00</u>
Policy No. _____ Address _____										Balance Due		<u>\$0.00</u>
Agent _____										Cash or Finance		
Effective Dates _____ Phone No. _____												
Confirmed By _____ Date _____												
The undersigned purchaser certifies the vehicle described on this Retail Purchase Order is covered by Automobile Liability Insurance in the minimum amounts as provided for in Subtitle 7 of Article 88 of the Annotated Code of Maryland.												
DESCRIPTION OF TRADE-IN 1												
Make	Model	Type										
Year	Est. License Tag No.	Engine Size	Color									
Vin #	Color and Finishing (Make)											
DESCRIPTION OF TRADE-IN 2												
Make	Model	Type										
Year	Est. License Tag No.	Engine Size	Color									
Vin #	Color and Finishing (Make)											

Purchaser has read paragraph 3 on the reverse side of this form.

The front and back of this order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle as appears in writing on the face of this agreement.

Travis Wilson
Salesman

I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature. I certify that I am 21 years of age, or older and hereby acknowledge receipt of a copy of this order

Approved _____
This order is not valid unless signed and accepted by Dealer

SIGNED _____
Purchaser



Regular Council Agenda
March 21, 2017

Description

Order approving the execution of a Subordination Agreement in favor of The Progress Fund regarding a Promissory Note and Deed of Trust, both dated February 23, 2006, pertaining to property at 108 Decatur St. owned by Gail and Steve Hall

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: March 21, 2017

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

THAT, the Mayor be and is hereby authorized to execute a Subordination Agreement by the Mayor and City Council of Cumberland in favor of The Progress Fund regarding a Promissory Note and Deed of Trust (Allegany County Land Records Book 1256, Page 088), both dated February 23, 2006, pertaining to property at 108 Decatur Street owned by Gail and Steve Hall.

Mayor Brian K. Grim



Mountainside Bike Tours
The Inn on Decatur
9 Decatur Guest House
108 Decatur Street
Cumberland MD 21502
301-722-4887 or 240-727-7039

To the City of Cumberland - Mayor and City Council

March 2, 2017

September 2005, my husband Steve Hall and I bought 108 Decatur Street. At this time we converted this property into a 2 guest room b&b. Our website is www.theinnondecatur.net We have worked very hard over the years bring guests from all over the world to our property. The majority of our guests are cyclists. We have a 5 star rating on TripAdvisor.

We have worked very hard with some great neighbors to turn this street into a place where families want to live. It's transformed greatly over the years since we have lived here.

To renovate the property we took a mortgage with now Wells Fargo. We secured a Maryland Legacy Grant for \$50,000 which we will have to pay back to the City of Cumberland for \$65,000 if we sell this property. We don't see that happening anytime soon.

Four years ago we purchased 9 Decatur Street. Our website is www.9decaturguesthouse.com. We have a 5 star rating on Trip Advisor. This property had sat vacant for 10 years. Needless to say we invested time and money into what is now 9 Decatur Guest House and Hostel. We secured financing for this project (both purchase and renovations) through the Progress Fund out of Latrobe PA.

We have gone to the Progress Fund and have asked them to refinance 108 Decatur (high interest rate 9.75) and add \$28,000 over and above so we can add new roofs to 108 Decatur Street and 9 Decatur Street and new porches to 108 Decatur Street. This will improve our properties plus continue increase the appearance of the neighborhood.

The Progress Fund is asking for a subordination of the City's position on the loan. I hope this City can assist with this.

Respectfully,


 Gail Hall


 Steve Hall

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (“Agreement”) is made this _____ day of March, 2017, by the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (“Creditor”) in favor of **THE PROGRESS FUND** (“Lender”).

In order to induce Lender to make certain loans to Gail S. Hall, aka Gail Hall and Steven W. Hall, aka Steve Hall (together, “Borrower”), pursuant to that certain Loan Agreement between Borrower and Lender dated March __, 2017 (as it may be hereafter amended, supplemented or replaced from time to time, the “Loan Agreement”), Creditor hereby agrees with Lender as follows:

1. Any terms not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement. The term “Subordinated Debt” means any and all indebtedness, liabilities and obligations of Borrower to Creditor evidenced by Borrower’s Promissory Note and Deed of Trust, both dated February 23, 2006 in the original principal amount of \$65,000.00, and any amendment, supplement or replacement thereto and any additional loans or extensions of credit made by Creditor to Borrower. The term “Senior Debt” means the obligations of Borrower to Lender under the Loan Agreement, including, without limitation, that certain Deed of Trust dated March __, 2017, to be recorded forthwith (“Lender’s Deed of Trust”).
2. Creditor agrees to subordinate all of its security interests, deeds of trust, mortgages, liens and other interests under any, security agreements, deeds of trust, mortgages and/or financing statements, including, without limitation, that certain Deed of Trust dated February 23, 2006 and recorded in the Land Records of Allegany County, Maryland at Book 1256, Page 088, to Lender’s Deed of Trust, and any security interest, deed of trust, mortgage, lien or other interest of the Lender for so long as Senior Debt remains unpaid.
3. Creditor will not make any assertion, claim or argument in any action, suit or proceeding of any nature whatsoever in any way challenging the priority, validity or effectiveness of the liens and security interests granted to Lender under and in connection with the Loan Agreement.

4. Lender may at any time and from time to time, without the consent of or notice to Creditor, without incurring responsibility to Creditor and without impairing or releasing any of Lender's rights, or any of the obligations of Creditor hereunder:

- (a) Change the amount, manner, place or terms of payment or change or extend the time of payment of or increase, renew or alter the Senior Debt, or any part thereof, waive nonperformance by Borrower of or amend the Loan Agreement, Lender's Deed of Trust, and/or the Note thereunder, in any manner or enter into or amend in any manner any other agreement relating to the Senior Debt;
- (b) Sell, exchange, release or otherwise deal with all or any part of any property at any time pledged or mortgaged by any party to secure or securing, the Senior Debt or any part thereof;
- (c) Release anyone liable in any manner for the payment or collection of the Senior Debt;
- (d) Exercise or refrain from exercising any rights against Borrower or others (including Creditor); and
- (e) Apply any sums paid by any party to the Senior Debt in any manner or order as determined by Lender.

Notwithstanding the foregoing, Lender shall not increase or renew the Senior debt, or re-advance any funds without the written consent of Creditor, conditioned or delayed.

5. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and may be amended, supplemented or modified only by written instrument executed by Lender and Creditor.

6. This Agreement may be assigned by Lender in connection with any assignment or transfer of any portion of the Senior Debt and Creditor shall, at the request of any replacement Lender, execute a subordination agreement, on terms and conditions substantially similar to the terms hereof, in favor of such replacement Lender.

7. This Agreement shall be binding upon Creditor, its successors and assigns.

8. This Agreement shall in all respects be interpreted, construed and governed by the substantive laws of the State of Maryland. **Creditor, together with Lender, waives the right to a jury trial for the purpose of resolving any controversy hereunder or enforcing or defending any right to claim hereunder or in connection herewith.**

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Subordination Agreement on the day and year first above written

Attest:

CREDITOR

By: _____

Name: Brian K. Grim

Title: Mayor, City of Cumberland, Maryland

Attest:

THE PROGRESS FUND

By: _____

David A. Kahley, President & CEO

ACCEPTED AND AGREED:

BORROWER:

Gail S. Hall

Steven W. Hall

DEED OF TRUST

THIS DEED OF TRUST, is made this 23rd day of February, 2006, by and between Gail and Steve Hall (the "Borrower") and H. Jack Price, Jr. ("Trustee").

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Mayor and City Council of Cumberland (the "Lender") in the principal sum of Sixty-five Thousand Dollars (\$65,000.00) for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustees or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar (\$1.00) in legal tender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustees, the survivor of them, and their respective successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, (hereinafter called the "Property") and more particularly described in Exhibit "A" attached hereto as a part hereof.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1256, p. 0072, MSA_CE78_897. Date available 04/21/2006. Printed 03/01/2017.

TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed. therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from

any and all insurance policies covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other property and rights described above unto the Trustees, their successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustees for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustees or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustees, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"):

(a) The Repayment Agreement/Promissory Note;

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Trustees that the indebtedness has been so paid or satisfied in full, the Trustees shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the

security interest of this Deed of Trust of record upon payment to the Trustees, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for itself, its heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustees and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. **Title to Property.** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustees and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. **Payment of Debt.** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

3. **Taxes and Public Charges.** Borrower will promptly pay and discharge all lawful taxes, water rents, assessments, public and other dues, charges and levies which are or may be imposed upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. **Borrower Covenants.** Borrower (a) will keep the

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1256, p. 0075, MSA_CE78_897. Date available 04/21/2006. Printed 03/01/2017.

Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. **Liens.** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust, without the prior written consent of the Lender.

6. **Cross-Default.** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this Deed of Trust.

7. **Condition of Property.** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. **Protection of Lender and Trustees.** Borrower will save Lender and Trustees harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing, motion, or application before any court or administrative body (except an action to foreclose or to collect the debt secured hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1256, p. 0076, MSA_CE78_897. Date available 04/21/2006. Printed 03/01/2017.

proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustees in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

9. **Improvements.** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. **Eminent Domain.** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public, quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. **Hazardous Materials: Contamination**

(a) The Borrower represents and warrants to Lender that there are no materials presently located on the Project or any of the Properties which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on the Project or any of the Properties. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on the Project of any of the Properties or

of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary funds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Project or any of the Properties as a result thereof; and may be established on the Project or any of the properties as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustees from any and all claims, costs, and expenses, which may now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on the Project or any of the Properties or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and be a default under the Deed of Trust.

12. **Advanced by Lender.** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1256, p. 0078, MSA_CE78_897. Date available 04/21/2006. Printed 03/01/2017.

from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the Property or of a substantial part of the property of Borrower; or (iii) approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and Borrower shall have failed to cure such default within fifteen (15) days after Lender sends such notice. Provided, however, that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Then in each and every such case, the Lender may, at its

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1256, p. 0079, MSA_CE78_897. Date available 04/21/2006. Printed 03/01/2017.

option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment, protest and demand, notice of protest, demand, dishonor and nonpayment,

Then in each and every such case, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Then in each and every such case, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustees to sell and the Trustees may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustees may determine, at public auction at such time and place and after such public advertisement as the Trustees shall deem advantageous and proper and as required by law, at Lenders option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

Then in each and every such case, the Trustees may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclosure this Deed of Trust, or to sell, as an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as applicable.

14. **Application of Proceeds.** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the

purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to the commission allowed Trustees for making sales of Property under decrees of the courts of the county having jurisdiction, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

15. **Collection Expense.** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustees, on demand, all reasonable costs, charges, fees, and disbursements of the Trustees chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of their powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. **Lender's Expense in Defending Title.** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, all sums paid by Lender for the expense of any litigation to prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such

sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. **No Waiver.** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any part thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

18. **Remedies Cumulative.** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. **Non-liability of Trustees.** The Trustees shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. Trustees shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1256, p. 0082, MSA_CE78_897. Date available 04/21/2006. Printed 03/01/2017.

for their own willful default.

20. **No Conflict of Trustees.** The Trustees may act hereunder and may sell and convey the Property as herein provided, although the Trustees have been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. **Removal of Trustees.** The irrevocable power is hereby expressly granted to remove the Trustees, or either of them hereunder and to appoint a successor or successors to either or both or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, notwithstanding the fact that the trust has been placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustees may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. **Lender May Purchase.** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. **Notices.** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, as follows:

If to Borrower: (add address of borrower)

108 Decatur Street
Cumberland MD 21502

24. **Partial Invalidity.** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the Borrower that shall be required by the Lender or by any other federal agency.

26. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

Community Legacy Program Provisions

27. **Access for Tours and Inspections.** The Borrower agrees to provide access with reasonable notice and at reasonable times for Tours and Inspections by the Lender, their Agents, Interfaith Housing Alliance, Inc., representatives from any source of funds used on the project, and State, Local, or Federal government officials for the purpose of demonstrating the results of the Program for a period of one year from the date of completion. During this period, the Borrower specifically agrees to maintain the interior of the Property in a clean, orderly and uncluttered manner at all times. If in the opinion of the Lender or the Community Legacy Self Help project manager (Interfaith Housing Alliance, Inc.) the interior of the property is in such a condition as to prevent a beneficial tour of the property, the Borrower shall be given written Notice of Default and allowed fifteen (15) days to correct the condition. In the event of a second determination of improper interior maintenance during this period, it shall be considered an Event of Default subject to remedies under the provisions herein.

28. **Property Maintenance Standards.** The Borrower agrees to maintain all of the property in a condition of good repair, cleanliness and order at all times. Any accumulation of trash, junk, yard waste, or debris, any inoperable or unregistered motor vehicles, any improperly stored goods or materials, or any other items contributing to cluttered, unsightly, or blighted conditions as defined by local ordinance shall be considered an Event of Default subject to remedies under the provisions herein. Any judgment found against the Borrower in violation of any ordinance relating to property maintenance or nuisances shall be considered an Event of Default subject to remedies under the provisions herein.

29. **Occupancy.** The Borrower agrees to utilize the Property as their legal and actual primary residence as a condition of their use of Community Legacy Program funds and agrees to commence this occupancy not later than 30 days after the last work provided for by these funds is completed, provided that habitable standards as required for an occupancy permit

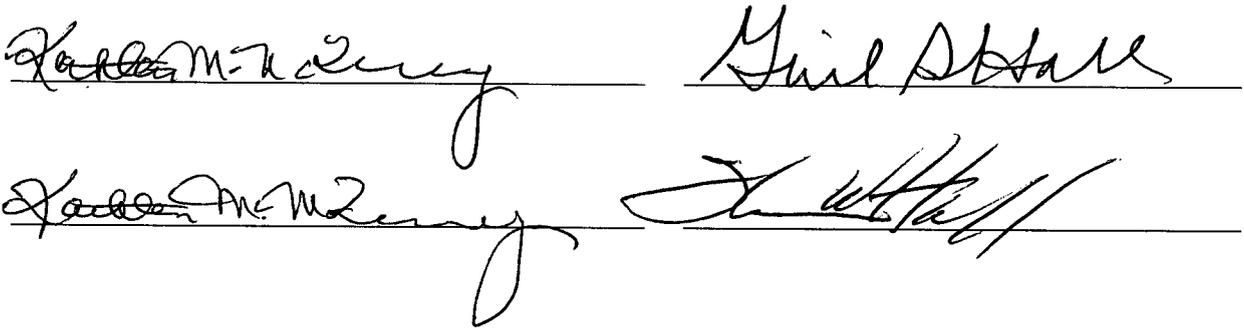
ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1256, p. 0085, MSA_CE78_897. Date available 04/21/2006. Printed 03/01/2017.

have been met. Fifteen (15) day extensions may be requested and approved in writing by the Community Legacy Project Manager (Interfaith Housing Alliance, Inc.). Failure to commence occupancy as the Borrower's actual primary residence in the proscribed time shall be considered an Event of Default subject to remedies under the provisions herein.

30. **Other Community Legacy Provisions.** (a) As part of the Community Legacy Self Help Program, the Borrower shall covenant with the other Program participants under a Membership Agreement. The Borrower hereby agrees that default under that Membership Agreement shall be considered an Event of Default subject to remedies under the provisions herein. Also, the Borrower hereby reaffirms their labor commitment until the scope of work of the last of the project houses is complete, as agreed in said Membership Agreement. (b) The Borrower further agrees to cooperate with project related documentation, publicity, or marketing activities and events including, but not limited to attendance at significant project ceremonies, permission for use of photographs, video, recordings, stories, interviews, articles, or any other media using their names or likenesses. Related material involving any participant's business activity conducted in project units, if included, will be developed in cooperation with the participant.

IN WITNESS WHEREOF, the Borrower has caused the within Deed of Trust to be duly signed and sealed the day and year first above written.

WITNESS:

The block contains two rows of handwritten signatures on horizontal lines. The first row shows two signatures: the one on the left is written in cursive and appears to be 'Kathleen M. [unclear]', and the one on the right is 'Gail Stahl'. The second row shows two more signatures: the one on the left is 'Kathleen M. [unclear]' and the one on the right is 'J. [unclear]'. The signatures are written in dark ink.

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

I HEREBY CERTIFY, that on this 23rd day of February, 2006, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany, personally appeared Gail S. and Steven G. Hall known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and notarial seal.

Carolyn A. Martin
Notary Public

My Commission Expires: Sept. 1, 2009



The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]
H. Jack Price, Jr.

APR 17 2006
11:04 AM
REC'D ALA
APR 17 2006
11:04 AM
REC'D ALA
APR 17 2006
11:04 AM
REC'D ALA

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Allegany

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Clerk Recording Validation

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Consideration Amount
Finance Office Use Only
Transfer and Recordation Tax Consideration

5 Fees
Amount of Fees
Doc. 1
Doc. 2
Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

6 Description of Property
SDAT requires submission of all applicable information.
A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)
Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: H. Jack Price, Jr.
Firm
Address: 61 Greene Street
Cumberland, MD 21502 Phone: (301) 724-5040
Return to Contact Person
Hold for Pickup
Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify:
Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only - Do Not Write Below This Line
Terminal Verification
Agricultural Verification
Whole
Part
Tran. Process Verification
Transfer Number:
Date Received:
Deed Reference:
Assigned Property No.:

Table with columns: Year, Land, Buildings, Total, Geo., Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. St., Sub, Plat, Section, Ex. Cd., Block, Lot, Occ. Cd.

REMARKS:
Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1256, p. 0088, MSA_CE78_897. Date available 04/21/2006. Printed 03/01/2017.



Regular Council Agenda
March 21, 2017

Description

Order authorizing the execution of an Amendment to a Programmatic Agreement with the MD State Historic Preservation Office regarding federal Section 106 reviews related to CDBG projects, to extend the current agreement set to expire May 9, 2017 for an additional five years

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: March 21, 2017

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

THAT, the City Administrator be and is hereby authorized to execute an Amendment to Programmatic Agreement between the Mayor and City Council of Cumberland and the Maryland State Historic Preservation Office regarding the review of Community Development Block Grant (CDBG) Projects, to extend the current agreement, which is set to expire on May 9, 2017, for an additional five (5) years.

Mayor Brian K. Grim

**AMENDMENT TO
PROGRAMMATIC AGREEMENT BETWEEN
THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
AND
THE MARYLAND STATE HISTORIC PRESERVATION OFFICE
FOR REVIEW OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

WHEREAS the Agreement was executed on May 9, 2012;

WHEREAS this existing agreement is set to expire on May 9, 2017;

WHEREAS the Mayor and City Council of Cumberland, Maryland will send a copy of this executed amendment to the ACHP;

NOW THEREFORE, in accordance with Stipulation [insert the number of the amendment stipulation] of the Agreement, the Mayor and City Council of Cumberland, Maryland, the Maryland State Historic Preservation Office, and the Advisory Council on Historic Preservation agree to amend the Agreement as follows:

1. Amend Stipulation VIII DURATION so it reads as follows:

This Agreement will continue in full force and effect for five (5) additional years beyond the date of the last signature on this Agreement. At any time in the six-month period to that date, the parties will consult to consider an extension or amendment of the Agreement. No extension or amendment will be effective unless all parties to the Agreement have agreed to it in writing.

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

Jeffrey D. Rhodes, City Administrator

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Michael S. Cohen
City Solicitor

Date

MARYLAND STATE HISTORIC PRESERVATION OFFICER

Elizabeth Hughes
Director/State Historic Preservation Officer
Maryland Historical Trust

Date



Regular Council Agenda
March 21, 2017

Description

Letter from Pastor Fred Timbrook from CityReach Church asking permission to hold this year's Easter Egg Hunt at the old Memorial Hospital grounds on April 15, 2017 from 1:00 - 3:00 p.m.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



City Reach Church Cumberland
610 Brookfield Ave.
Cumberland, MD 21502

To whom it may concern:

Our church is hosting our annual Easter event on Saturday April 15, 2017. Although, we do not have a set time scheduled we are looking to hold the event around 1pm and intend for it to last about 3 hours. We are expecting about 500 people, as our congregation has grown in the past year. Everyone attending will use church parking which is mostly street parking and our church's bathrooms, garbage cans, etc.

We are interested in holding this year's egg hunt where Memorial Hospital used to be due to our lack of open space at the church. We would begin the day with a message from our children's ministry team about the true reason for the Easter celebration followed by refreshments at the church. Afterwards, we would direct everyone to the field and break the children into groups by age for the egg hunt. Ages 2-4 will have a separate section for their egg hunt, as well as a 5-7 year old area, the largest area will be for 8-12 year old kids. The eggs would be put out ahead of time and sectioned off by groups. We are hoping to have a few small animals (bunnies and baby lambs) but they would be in a separate area and enclosed. Lastly, some tables and chairs set up on the field or in the rear parking lot for egg painting and face painting.

Also, the location will be added to our insurance for the date and time so our event will be covered. Of course our team would be responsible for set up and cleaning up. We have hopes that this event will bring our community together for a fun, safe and memorable afternoon celebrating Easter. We would greatly appreciate your support in teaming with us and look forward to hearing from you.

Sincerely,

Pastor Fred Timbrook
301-697-1172

Operations
David Smith
240-920-2403

Secretary/Coordinator
Lauren Breighner
240-362-7919



Regular Council Agenda
March 21, 2017

Description

Updated from Recreation Board Member Hayden Ort-Ulm on the proposal to install a Sound Garden in Constitution Park

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)