



**MAYOR**

Brian K. Grim

**CITY ADMINISTRATOR**

Jeff Rhodes

**CITY SOLICITOR**

Michael Scott Cohen

**COUNCIL**

Nicole Alt-Myers

Seth D. Bernard

David Caporale

Richard J. "Rock" Cioni

**CITY CLERK**

Marjorie A. Woodring

## **AGENDA**

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

DATE 5/3/2016

**\*Pledge of Allegiance**

**I. ROLL CALL**

**II. CERTIFICATES, AWARDS AND PRESENTATIONS**

(A) Presentation on the "Greene Street Plan" provided by Melissa Miklus, Design Associate with Alta Planning & Design

(B) Discussion of 2016 Maryland Municipal League Legislative Initiatives by Councilwoman Alt-Myers

**III. DIRECTOR'S REPORT**

(A) Police

1. Police Department monthly report for March, 2016

(B) Public Works

1. Utilities Division & Central Services monthly report for March, 2016

**IV. APPROVAL OF MINUTES**

(A) Routine

1. Approval of the Regular Session Minutes of April 19, 2016

2. Approval of the Work Session Minutes of April 19, 2016

(B) Administrative / Executive

1. Approval of the Closed Session Minutes of March 15, 2016

## **V. NEW BUSINESS**

### **(A) Ordinances**

1. Ordinance (*1st reading*) - amending and supplementing Ordinance No. 3793, passed December 15, 2015, to increase the amount of the General Obligation Bonds and Bond Anticipation Notes to finance, reimburse, or refinance costs of the Maryland Avenue Redevelopment Project from \$2,500,000 to an aggregate principal amount not to exceed \$3,500,000 each

### **(B) Charter Amendment Resolutions**

1. Charter Amendment Resolution (*1st reading*) - to repeal and reenact Section 154 of the City Charter to increase the maximum threshold for local preference allowances to be 10% for businesses located in the city and 7% for businesses located in the county; clarifying the manner in which the preferences are implemented; and reducing the number of days required for public solicitation of bids

### **(C) Orders (Consent Agenda)**

1. Order rescinding Order No. 25,865, passed August 18, 2015, accepting the proposal of Sage Policy Group to provide an Economic Feasibility Analysis & Plan for the City's Strategic Opportunity Sites in the amount of \$50,000, to allow the CEDC to cover the cost of these services
2. Order approving a Certificate of Satisfaction acknowledging that the indebtedness secured by a Covenants & Conditional Repayment Agreement regarding 401 Avirett Avenue made by Francis E. Jewell and dated February 20, 2004 has been fully paid and satisfied
3. Order accepting the proposal of Shaffer Construction Company, Inc. for the "Centre Street Parklet Renovations (Project No. 6-16-M)" in the estimated contract price of \$83,006.10
4. Order authorizing the execution of an Inter-agency Agreement between the City of Cumberland and the Maryland Department of the Environment (MDE) to apply for and administer grant funds to hold an electronics recycling event in conjunction with Allegany County
5. Order approving the sole source proposal of Apparatus Repair and Engineering, Inc. for the rebuild of a Peerless backwash pump at the Water Filtration Plant, in the estimated lump sum price of \$47,744.00
6. Order approving the waiver of the building permit fees associated with the construction of the new Allegany County Animal Shelter
7. Order approving a Certificate of Satisfaction acknowledging that the indebtedness secured by a Repayment Agreement / Promissory Note regarding 218 Williams Street made by Brian Miller and dated February 26, 2007 has been fully paid and satisfied
8. Order declaring certain City-owned vehicles and equipment to be surplus and authorized for sale or trade-in
9. Order approving the submission of a request to the Department of Housing and Community Development for 2016 CDBG entitlement funding in the amount of \$730,431

## **VI. PUBLIC COMMENTS**

All public comments are limited to 5 minutes per person

**VII. ADJOURNMENT**



Regular Council Agenda  
May 3, 2016

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**Description**

Presentation on the "Greene Street Plan" provided by Melissa Miklus, Design Associate with Alta Planning & Design

**Approval, Acceptance / Recommendation**

- Budgeted
  
- 1st Reading
- 2nd Reading
- 3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



Regular Council Agenda  
May 3, 2016

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**Description**

Discussion of 2016 Maryland Municipal League Legislative Initiatives by Councilwoman Alt-Myers

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



Regular Council Agenda  
May 3, 2016

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**Description**

Police Department monthly report for March, 2016

**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**  
**March 2016**



# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

MARCH 2015

### SWORN PERSONNEL: 51 SWORN OFFICERS

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

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

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

### LEAVE REPORT

VACATION TAKEN: 619 HOURS  
 COMP TIME USED: 175 HOURS  
 SICK TIME USED: 68 HOURS

YEAR TO DATE (beginning 7/1/14): 7680 HOURS  
 YEAR TO DATE (beginning 7/1/14): 1655 HOURS  
 YEAR TO DATE (beginning 7/1/14): 1971 HOURS

### OVERTIME REPORT

OVERTIME WORKED: 202 HOURS  
 HOSPITAL SECURITY: 185  
 COURT TIME WORKED: 123 HOURS

YEAR TO DATE (beginning 7/1/14): 4175 HOURS  
 YEAR TO DATE (beginning 7/1/14): 1125 HOURS  
 YEAR TO DATE (beginning 7/1/14): 736 HOURS

### TRAINING REPORT

31 OFFICERS TRAINED FOR 444 HOURS

YEAR TO DATE (beginning 7/1/14) 4438 HOURS

**CPD ACTIVITY  
OUTSIDE CPD JURISDICTION**

**MARCH 2015**

3/29/15 CPD responded to Artmor Plastic on Wills Mountain to assist State and County units with a trespassing complaint. Upon arrival officers assisted with several juvenile arrests.

3/1/15 CPD responded to Artmor Plastic on Wills Mountain for a report of a burglary. CPD checked the area for the suspects who fled the scene and were unable to locate anyone.

3/2/15 One of our female officers responded to MSP Barracks C to assist Troopers with a search of a female prisoner.

## ***CUMBERLAND POLICE DEPARTMENT***

### Warrant Fugitive Initiative

March 2016 totals for warrant initiative, broken down by agency:

CPD	6 arrests	7 warrants served	
ACSO	4 arrests	7 warrants served	1 subpoena served
MSP	0 arrests	0 warrants served	
FPD	0 arrests	0 warrants served	
C3I	5 arrests	5 warrants served	
C3IN	0 arrests	0 warrants served	
OTHER	0 arrests	0 warrants served	
<b>TOTALS</b>	<b>15 arrests</b>	<b>19 warrants served</b>	

Of these, Detective David Broadwater arrested 15 people, served 19 warrants, and 1 subpoena. He opened 12 “Fugitive” investigations, 1 Assist Other Agency case, 1 Obstruction of Justice case, and made arrests in 5 existing cases, for a total of 35 cases generated for the month.

#### **SIGNIFICANT CASES:**

1.) On 03/14/2016 Detective Broadwater received information from the former girlfriend of a suspect wanted on three outstanding warrants, all for Failure to Appear (original charges – Possession of CDS, Burglary, Theft, Forgery, and Driving While Revoked). The suspect was living with a new girlfriend at an address provided by the former girlfriend. Detective Broadwater responded to the new girlfriend’s place of employment and spoke with her. She became belligerent and would not cooperate. Other C3I detectives set up surveillance on the residence. Detective Broadwater was in the process of obtaining a search warrant for the residence when the suspect exited the residence and got into a vehicle occupied by three other subjects. Detectives followed the vehicle and were able to get it stopped and placed the suspect under arrest. The new girlfriend was also arrested and charged with Obstructing Justice and Harboring a Fugitive. In addition, over \$4200.00 in suspected drug proceed monies was seized from the suspect and another subject in the vehicle.

2.) During the week of March 14-18, 2016, a warrant sweep was conducted in Allegany County as part of the “Safe Streets” initiative. Detective Broadwater was personally responsible for arresting 9 suspects and serving 13 warrants during the week long operation.



Regular Council Agenda  
May 3, 2016

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**Description**

Utilities Division & Central Services monthly report for March, 2016

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

**CITY OF CUMBERLAND**  
**UTILITY DIVISION AND**  
**CENTRAL SERVICES**  
**MONTHLY REPORTS**  
**March 2016**

## Sewer & Flood Monthly Report - Mar 2016

### Sewer

7,201 Ft. Sewer Mains flushed

3 Sewer line repaired:

537 Columbia St., 57 Blackiston Ave., 1102 Frederick St.

1 Sewer main repaired:

9 James St.

2 Cleanouts installed

5,197 Ft. Sewer Mains televised

587 Ft. Sewer Lines televisied

5 Overflows checked

General Maintenance

Budget Meeting

Vac Con truck - out of service for repairs

### Flood

Test run station pumps

Check C. S. O. Stations

Installed brackets back on operators at Mill Race

Cleaned Ridgeley ditch and put grass seed down

Addressed holes along Flood Control and put seed down

Cuts trees down in Narrows

Repaired doors at Ridgeley Station

Budget Meeting



## Central Services – March 2016

- **Public Safety Building**: Installed new receptacles; pulled CAT5 on roof for WIFI; pulled inner duct for new Fiber Optic Cable to second floor Data Room; repaired garage door at Fire Department; tested tampers and flows on sprinkler system; repaired drywall in Squad Room and hallways and touched up paint; build new wall in Interview Room, third floor for C3I.
- **Cumberland Arms**: Pulled CAT5 on roof for WIFI.
- **Downtown area**: Removed Christmas lights on mall; worked on installing new City WIFI on downtown mall; repaired lights on downtown mall.
- **Southend area**: Removed old WIFI antennas
- **HRDC Building**: Repaired boiler; worked on repairing safety issues on elevator.
- **Ridgedale, Avirett, & Elizabeth**: Installed new SCADA radios.  
(Replaced the one at Ridgedale)
- **Elizabeth Street CSO**: Repaired PLC and internet connection.
- **Wills Creek Pump Station**: Replaced light switch.
- **Mill Race Pump Station**: Installed DVR and cameras.
- **Wastewater Treatment Plant**: Repaired salt spreader and plow truck for Central Services at garage area; installed exhaust fan in bar screen.
- **Water Filtration Plant**: Installed receptacle; recalibrated vacuum switch; installed LED lights in filter gallery.
- **Traffic and Street Lights**: Repaired light on Decatur Street.
- Load tested generators.

## Central Services – February 2016

- **City Hall**: Snow removal; hung blinds in basement; changed ballast; unclogged toilet.
- **Municipal Service Center**: Repaired and reset limit switches for garage door opener; changed ballast and re-lamped lights.
- **Public Safety Building**: Snow removal; Repaired call speaker; reset boiler #2; changed filters in AHU's; installed receptacle and light on third floor – Police Squad Room; installed pressure switch on unit outside Police Garage; met with Skyline Company to map out a route for their inner duct.
- **Downtown area**: Replaced burnt wiring for the lights on the mall; re-pulled feeders under Liberty Street.
- **Frederick St. Parking Garage**: Repaired gate automatic system.
- **HRDC Building**: Installed pressure relief valve on boiler.
- **Northend Water tower/Pump Station**: Repaired alarms; replaced battery in UPS; disabled tank intrusion and leak detector.
- **Elizabeth Street CSO**: Repaired Combined Sewer Overflow area.
- **Braddock Pump Station**: Repaired pump #1.
- **Wastewater Treatment Plant**: Salted roads due to snow; programmed Endress & Hauser equipment for final clarifiers; installed Annox. #2 and main sewage pump; installed main sewage pump #4 at head of plant; removed methanol pump #2; repaired seal water system at the head of the plant; repaired light at Sewer Department.
- **Water Filtration Plant**: Installed driver and cameras; repaired vacuum switch for pre-chlorine; repaired allconet signals for both plants.
- **Traffic and Street Lights**: Repaired traffic light at Dingle; put back light pole on Mechanic Street.
- Load tested generators.



Regular Council Agenda  
May 3, 2016

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**Description**

Approval of the Regular Session Minutes of April 19, 2016

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**



**MAYOR**  
Brian K. Grim

**CITY ADMINISTRATOR**  
Jeffrey D. Rhodes

**CITY SOLICITOR**  
Michael Scott Cohen

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

**CITY CLERK**  
Marjorie A. Woodring

# MINUTES

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

DATE: 4/19/16

## **\*Pledge of Allegiance**

### **I. ROLL CALL**

The meeting convened at 6:30 P.M.

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

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

### **II. CERTIFICATES, AWARDS AND PRESENTATIONS**

- (A) Presentation from John DiFonzo, Director of Engineering, and Dave Curry, Public Works Operations Manager, on the valve replacement project at Greene and Mechanic Streets

Mr. Difonzo and Mr. Curry presented plans for the replacement of several bad water valves located in the downtown area on S. Mechanic, Harrison, Baltimore and Greene Streets. In March, a major leak had developed at the Greene/Baltimore/Washington intersection that could not be immediately repaired. Plans had already been underway to upgrade the downtown valves, but as that work had not yet been done, the bad valves caused the shutdowns to affect a larger work area than expected. Carl Belt was contacted to assist with emergency repairs at the intersection and it was decided to address the leak and upgrade the valves at the same time to minimize water service interruptions. Further planning revealed that the work should be done in two phases. Details of each phase and maps showing the areas that would experience low water pressure or loss of water were presented. Phase 1 work at the intersection of Baltimore and Greene would begin on April 25 and was expected to be completed on April 26th. Plans were still being developed for Phase 2 and details would be announced at a later date.

Upon questioning from Council, Mr. DiFonzo advised that contact had been made with the downtown businesses regarding the repairs and necessary water shut down. Every house

that will be out of water will receive a tag on their door advising of the shut down. Additionally, a sophisticated traffic plan had been worked out to reroute motorists. The milling of Centre Street would also commence at the same time as these repairs were undertaken, but Centre Street would remain open to accommodate slow traffic.

### **III. DIRECTOR'S REPORT**

#### **(A) Fire**

1. Fire Department monthly report for March, 2016

**Item Action:** Approved

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

#### **(B) Public Works**

1. Maintenance Division monthly report for March, 2016

**Item Action:** Approved

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

2. Engineering Department monthly report for March 2016

**Item Action:** Approved

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

### **IV. APPROVAL OF MINUTES**

#### **(A) Routine**

1. Approval of the regular session minutes of April 5, 2016

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

### **V. NEW BUSINESS**

#### **(A) Ordinances**

1. Ordinance (*1st reading*) - to amend Section 2.03 (22) of the City Code to modify the definition of a "Boarding House / Hostel" and to change the zoning areas in which boarding houses and hostels are permitted

Mr. Rhodes briefly reviewed the intent of the Ordinance. He advised that the proposed language would restrict boarding houses to Business-Highway Zones (B-H) and limit them to no more than four (4) bedrooms. The current limit is eight (8).

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

#### **(B) Resolutions**

1. Resolution granting the Western Maryland Scenic Railroad Development Corporation a property tax credit for the 2015-2016 tax year, as authorized by provisions of the Annotated Code of Maryland

Mr. Rhodes advised that the Annotated Code of Maryland provided the Mayor and Council the ability to grant a tax credit each year for the Western MD Scenic Railroad.

The Resolution was presented in Title only. Motion to approve the Resolution was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 5-0.

RESOLUTION NO. R2016-02

(C) Orders (Consent Agenda)

**Item Action: Approved**

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

1. Order rescinding Order No. 25,954 and reapproving Change Order No. 1 to "2015 Grass Mowing Contract - Non-Residential (7-15-M)" with Biser Lawncare & More, in the increased amount of \$2,500 to correct a bookkeeping error

ORDER NO. 25,960

2. Order approving the 2015 Annual Report of the Affirmation Action Committee

ORDER NO. 25,961

3. Order approving the recommendation of the Cumberland Historic Preservation Commission to designate property at 515 Greene Street, once owned by Jane Gates, as a Local Historic Site

ORDER NO. 25,962

John and Sukh Gates spoke in support of the designation. Mr. and Mrs. Gates had submitted the request to the Historic Preservation Commission to consider their property at 515 Greene Street for local historic structure designation. They provided historical background on Ms. Jane Gates, a former slave, and her purchase of the house at 515 Greene Street in 1871 where she lived as a single parent with several children soon after the Emancipation Proclamation. The property continues to be owned by the Gates family descendants to this day. Ms. Gates advised that their goal is to make the house a historical site and possibly a learning center for children in honor of Jane Gates whom she described as a powerful force; a woman who could not read or write, but held property and educated her children.

This designation was voted on by the Historic Preservation Commission during their April 13, 2016 meeting and was unanimously approved for recommendation to the Mayor and City Council for identification as an historic property under local law.

4. Order accepting the donation of properties at 445 Central Ave., 453-455 Central Ave., and E/S Central Ave. from Kim J. Rennie in exchange for the release of judgments from municipal infractions held against Ms. Rennie, authorizing execution of documentation necessary for the transfer, and abating all taxes and utilities owed on the properties

ORDER NO. 25,963

5. Order authorizing acceptance of a deed for 610 Maryland Avenue from Nicholas Walters for the amount of \$7,024.90, provided title to the property is good and marketable and stipulating other contingencies necessary to effect the transfer

ORDER NO. 25,964

**VI. PUBLIC COMMENTS**

All public comments are limited to 5 minutes per person

Mayor Grim recognized and welcomed Delegate Michael McKay who was in attendance and Delegate McKay offered his continued support and assistance to the Mayor and Council.

Mayor Grim recognized and welcomed Robin Summerfield, local representative for Senator Ben Cardin.

Ken Wilmont, 514 Fort Avenue, stated that Mr. Nixon plans to put a car wash facility on Willowbrook Road. Mr. Wilmont spoke in opposition to the car wash on the grounds that there was high traffic at that intersection and was very dangerous.

**VII. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 7:05 P.M.

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

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

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



Regular Council Agenda  
May 3, 2016

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**Description**

Approval of the Work Session Minutes of April 19, 2016

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

# Mayor and City Council of Cumberland

## Work Session Minutes

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

Tuesday, April 19, 2016  
4:00 p.m.

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

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Ken Tressler, City Comptroller; Marjorie Woodring, City Clerk; media and guests

**MOTION:** Councilwoman Alt-Myers motioned to convene the meeting, Councilman Bernard seconded and the motion passed on a vote of 5-0.

### I. FY 2017 BUDGET HIGHLIGHTS

Mr. Rhodes advised that there would be a difficult budget year coming and that may continue for a while. The City would still be able to provide services, but there would need to be some tough decisions along the way to continue to do so. Ken Tressler, City Comptroller, presented the first snap shot of this year's budget and both he and Mr. Tressler would be looking for Council's input and recommendations.

Mr. Tressler reviewed highlights of the FY2017 budget and presented details regarding the following:

1. **Assessable Base:** Although the tax base has been stagnant for several years, the City would see a small tax base increase of \$148,354 if the Mayor and Council were in agreement to keep the Constant Yield rate at \$0.9477. The tax rate has not been adjusted since 2009.
2. **Health Care Cost Increase:** Without adjustments, health care costs would increase by \$672,000 in FY17 due to a nation-wide trend in health care cost increases of 8%, as well as employee utilization of the plan exceeding expectations. Possible plan changes designed to lower the cost will be proposed as well as the introduction of a wellness program.
3. **Capital Expenditures:** The Comptroller had worked with the Department Heads to reduce their original requests. A detail of FY17 Capital Project requests by Fund was provided showing FY17 requests totaling \$15,132,525. It was noted that reductions in the General Fund would be considered to help balance the budget this year. Street and sidewalk projects were listed and would continue to be driven by the Pavement Management Plan.

4. CSO Projects: An analysis of pending CSO Project was provided, including the Evitts Creek CSO Phase 3 Project (CSX) and the Wastewater Treatment CSO Project. Substantial assistance would be provided through the Bay Restoration Fund, but \$5.9 M in new debt would be assumed to complete the projects.
5. Debt Service Requirements: A detail of debt service requirements through 2041 was provided. Excluding the \$6.0M in American Recovery and Reinvestment Act debt that would be forgiven in FY20, City debt at 6/30/17 will be \$57.5 million.
6. City Employee Count: At the end of FY16, the City will have 261 full-time employees and will be considering the addition of 6.7 new hires, including the filling of current vacancies and part-time positions in MPA, engineering, and the addition of a part-time wellness coordinator.
7. Proprietary Funds FY17: A detail of the FY17 Proprietary Fund Budget was provided showing a positive cash flow for the Sewer and Water Funds and a net loss and negative cash flow for the MPA and Trash Funds, though both these funds had sufficient resources to absorb the deficits.
8. Governmental Funds FY17: A breakdown of the FY17 General Fund Budget was provided and showed a slight deficit for the DDC Fund which largely a result of health care cost increases. This deficit has been discussed and the DDC plans on curtailing some of its programming and possibly doing fund raising. The General Fund showed a total unrestricted deficit of \$607,531.
9. General Fund FY17 Revenues and Expenditures: A breakdown of General Fund revenues and departmental expenditures was provided. Expenses and outflows for FY17 totaled \$21,547,612.

Mr. Tressler stated that there were definitely ways to address the deficit and discussed cost-cutting suggestions to address the deficit include health care plan design changes, personnel changes, new hire freeze, nuisance property removal cost reductions, and additional capital expenditure reductions.

Mr. Rhodes discussed that much of the struggle the City faced was related to what is generated in taxes versus what it costs to provide public safety services in the community. He stated one of the biggest game changers in addressing the City's budget problems would be to find creative ways to make improvements in the area of public safety.

Mayor Grim discussed that the entire County was struggling with the cost of public safety, including the County, and the tax base needed to be increased in order to offset the expenses of providing these services.

The benefits of initiating a wellness program were discussed. CIGNA will provide a budget to help promote a wellness program and fund wellness activities. Although this doesn't save money on the front end, the real savings would come from changing the culture and promoting a greater understanding of how the City's insurance system works. The suggestion was made to reach out to

the WMHS to partner with them on some new wellness initiatives. Mr. Rhodes noted the part-time wellness coordinator would also be used for an employee recognition program.

Mr. Rhodes provided a strong recommendation that Mayor and Council not accept the Constant Yield Tax Rate and leave the City's rate where it is, which would generate another \$148,000 in tax revenue for the City. He noted that the City has consistently held to the City's current tax rate for several years, which resulted in lost revenue during those years. The Mayor and Council voiced no concerns in holding to the current tax rate and provided consensus for Mr. Rhodes to proceed with final budget recommendations based on the City's current tax rate.

Upon questioning from those in attendance, Mr. Rhodes advised that there was no current discussion regarding the formulation of a volunteer fire department and Mayor Grim stated that the only way to reduce the cost of the department was to reduce personnel; however, just because operation costs had increased, the demand for the service had not necessarily gone down.

## II. PUBLIC COMMENT

Jeff Hedrick, Chairman of the Parks and Recreation Board, spoke on behalf of the Board to recommend to the Mayor and Council that smoking and the use of tobacco and electronic cigarettes be banned from all park areas, including those specific areas in which smoking was now allowed. He stated that no penalty currently existed for this issue and the Board therefore recommended that a fine also be established. He discussed research the Board had conducted that showed that Frederick, Hagerstown, and other cities and towns across the nation had completely banned smoking on public park property in 2016.

## VI. ADJOURNMENT

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

The meeting adjourned at 5:00 p.m.

Respectfully submitted,

Marjorie A. Woodring  
City Clerk

Minutes approved \_\_\_\_\_

# City of Cumberland

**FY 2017 Budget Request  
April 19, 2016**

# Assessable Real Property Tax Base

Year	Real Property Tax Base	Tax Per \$100	Tax Levy
2012	\$896,834,367	\$0.9654	\$8,658,039
2013	\$844,796,646	\$0.9654	\$8,151,667
2014	\$859,337,503	\$0.9654	\$8,296,044
2015	\$867,489,323	\$0.9654	\$8,374,742
2016	\$843,325,551	\$0.9654	\$8,141,465
2017	\$858,692,645	\$0.9654 (1)	\$8,289,819

(1) Constant Yield rate = \$0.9477

## Key Points

- Tax base has basically been flat last several years (4.3% lower than FY 2012 rate)
- FY 2017 tax levy will increase \$148,354 (1.8%) over FY 2016 if tax rate not adjusted
- City has not adjusted tax rate since 2009 during years of tax base increases

4/19/2016

# National Health Care Headlines

- **U.S. News Health Care Index Shows Massive Increase in Consumer Costs** – *U.S. News and World Report*
- **Health care premiums rise, more increases coming** – *Business Insurance*
- **Disturbing PwC report on employer medical cost trends** – *PNHP (Physicians for a National Health Program)*
- **Healthcare.gov premiums have bigger increase for 2016** – *USA Today*

# Health Care Cost Increase

City of Cumberland							
FY 2017 Projected Health Care Costs							
		City Expense		Employee / retiree Cost			
Fund		Health Insurance Cost	Retiree Health Ins	Employee Cost	Retiree Cost	Over 65 Retiree Cost	Total Insurance
001	General	\$ 2,845,922	\$ 112,851	\$ 266,405	\$ 100,913	\$ 5,649	\$ 3,331,740
002	Water	538,486	56,474	15,343	40,213	-	650,516
003	Sewer	535,365	12,796	18,464	17,788	11,299	595,712
017	DDC	48,902	-	4,540	-	-	53,442
020	MPA	38,526	-	17,383	-	-	55,909
111	CDBG	74,699	-	39,586	-	-	114,285
Total		\$ 4,081,900	\$ 182,121	\$ 361,721	\$ 158,914	\$ 16,948	\$ 4,801,604
		85.0%	3.8%	7.5%	3.3%	0.4%	100.0%
FY 2017 Increase							
001	General	\$ 448,347	\$ 17,779	\$ 41,969	\$ 15,898	\$ 890	\$ 524,883
002	Water	84,833	8,897	2,417	6,335	-	102,482
003	Sewer	84,341	2,016	2,909	2,802	1,780	93,848
017	DDC	7,704	-	715	-	-	8,419
020	MPA	6,069	-	2,739	-	-	8,808
111	CDBG	11,768	-	6,236	-	-	18,004
Total		\$ 643,062	\$ 28,692	\$ 56,985	\$ 25,035	\$ 2,670	\$ 756,444

- Without adjustments, the City is looking at a \$672K increase for health care costs
- The increase was due to plan utilization exceeding expectations and nation-wide trend in health care cost increases
- Health care consultant states that an 8% annual increase is the norm, and an 8% health care cost increase in FY 2018 is approx \$340K (\$237 for

# Capital Expenditures

City of Cumberland							
FY 2017 Capital Projects/Financing Analysis							
		Initial FY 2017 Request	FY 2017 Adjust	FY 2017 Balance	Existing Funding	New Funding	Funded thru Operations
001	General Fund	\$ 1,174,644	\$ 505,000	\$ 669,644	\$ -	\$ -	\$ 669,644
002	Water Fund	756,000	175,000	581,000	426,000	-	155,000
003	Sewer Fund	10,483,072	10,000	10,473,072	1,666,964	8,711,000	95,108
020	MPA	30,000	30,000	-	-	-	-
111	CDBG	593,511	-	593,511	-	593,511	-
115	Capital Projects Fund	2,815,298	-	2,815,298	1,409,000	1,406,298	-
<b>Total</b>		<b>\$ 15,852,525</b>	<b>\$ 720,000</b>	<b>\$ 15,132,525</b>	<b>\$ 3,501,964</b>	<b>\$10,710,809</b>	<b>\$ 919,752</b>

- \$720K of request were determined non-critical and/or delayable
- “Existing funding” represents previously received and available bond proceeds
- New funding is comprised of \$1.6M debt and \$9.1M grant proceeds

# Capital Expenditure Detail

Fund		Equip	Infrast	Building	Paving	Vehicles	Software	Total
001	General	\$ 162,409	\$ -	\$ 38,900	\$ -	\$ 462,335	\$ 6,000	\$ 669,644
002	Water	15,000	526,000	-	-	40,000	-	581,000
003	Sewer	1,366,156	9,028,389	-	-	78,527	-	10,473,072
020	MPA	-	-	-	-	-	-	-
111	CDBG	-	287,325	-	306,186	-	-	593,511
115	Capital Projects	-	318,898	10,000	2,486,400	-	-	2,815,298
<b>Total</b>		<b>\$ 1,543,565</b>	<b>\$ 10,160,612</b>	<b>\$ 48,900</b>	<b>\$ 2,792,586</b>	<b>\$ 580,862</b>	<b>\$ 6,000</b>	<b>\$ 15,132,525</b>

- Equipment includes Fork lift, mobile radios & generator
- Infrastructure includes pool imp., flood control, water & sewer line repair and/or replace and Sewer construction (CSO Project)
- Building includes City sidewalk repair
- Paving may include associated infrastructure improvements (i.e. water/sewer line, sidewalks, etc.)
- Vehicles includes Police sedans/SUVs, Ambulance chassis, and other utility type vehicles
- Software is to provide remote access capability
- We're still investigating the Community Development and Tax/Utility billing software situation

4/19/2016

Item # 6

# Street & Sidewalk Projects

N. Centre and Valley Street mill and pave	2016
Park Paving	2016
Parkview	2016
Valley Street/Road	2016
Maryland Avenue Sidewalk No. 22-09-M	2017
Harrison Mechanic Street Intersection	2017
Greene Street Traffic Signal )	2017
Additional SHA funds for Greene Street	2017
Nemacolin Dr.	2017
Eichner Ave	2017
Bikeways	2017
Bellevue Street Walks	2017
Chase Street	2017
End of Helen Street wall	2017
First Street	2017
W. First Street Paving	2017
Washington Street	2017
Washington Street Lighting Phase 1	2017
Mechanic Street	2017

# CSO Projects

City of Cumberland			
CSO Projects			
	Capital	BRF Grant	Debt
<b>FY 2016</b>			
Evitts Creek CSO Phase 3 (CSX)	\$ 100,000	\$ -	\$ 100,000
Wastewater Treatment CSO	\$ -	\$ -	\$ -
<b>FY 2017</b>			
Evitts Creek CSO Phase 3 (CSX)	\$ 553,750	\$ 309,500	\$ 244,250
Wastewater Treatment CSO	\$ 8,157,250	\$ 6,810,250	\$ 1,347,000
<b>FY 2018</b>			
Evitts Creek CSO Phase 3 (CSX)	\$ 1,061,250	\$ 928,500	\$ 132,750
Wastewater Treatment CSO	\$ 24,471,750	\$ 20,430,750	\$ 4,041,000
<b>Total</b>			
<b>Evitts Creek CSO Phase 3 (CSX)</b>	<b>\$ 1,715,000</b>	<b>\$ 1,238,000</b>	<b>\$ 477,000</b>
<b>Wastewater Treatment CSO</b>	<b>\$32,629,000</b>	<b>\$ 27,241,000</b>	<b>\$ 5,388,000</b>

- Projects are included in the Governor's budget
- Major multi-year projects
- Substantial assistance through Bay Restoration Fund but still requires \$5.9M in new debt

4/19/2016

Item # 6

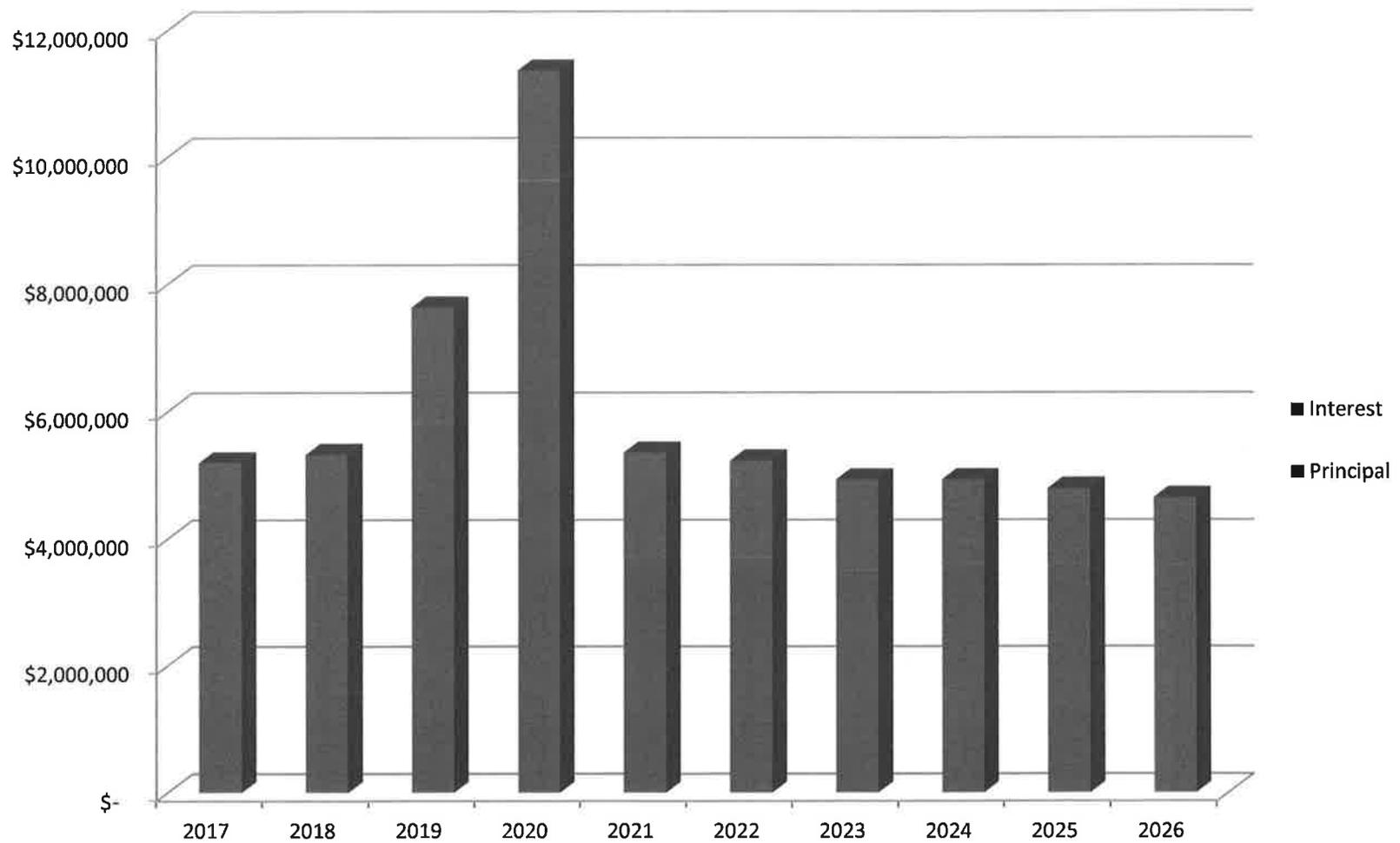
# City-Wide Debt Service Requirements

(000's)

Year	Governmental Funds			Proprietary Funds			City-Wide		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2017	\$ 1,491	\$ 1,163	\$ 2,654	\$ 1,848	\$ 700	\$ 2,548	\$ 3,339	\$ 1,863	\$ 5,202
2018	1,464	1,188	2,652	1,956	719	2,675	3,420	1,907	5,327
2019	3,974	1,066	5,040	1,844	753	2,597	5,818	1,819	7,637
2020	1,526	1,017	2,543	8,106	719	8,825	9,632	1,736	11,368
2021	1,563	963	2,526	2,163	669	2,832	3,726	1,632	5,358
2022-2026	8,461	3,845	12,306	9,595	2,629	12,224	18,056	6,474	24,530
2027-2031	6,917	1,964	8,881	7,341	1,364	8,705	14,258	3,328	17,586
2032-2036	3,808	584	4,392	3,753	443	4,196	7,561	1,027	8,588
2037-2041	-	-	-	1,066	51	1,117	1,066	51	1,117
2042-2044	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 29,202</b>	<b>\$ 11,790</b>	<b>\$ 40,994</b>	<b>\$ 37,672</b>	<b>\$ 8,047</b>	<b>\$ 45,719</b>	<b>\$ 66,876</b>	<b>\$ 19,837</b>	<b>\$ 86,713</b>

- FY 2019 Governmental principal payment includes the repayment of the \$2.5M bond anticipation note associated with the Maryland Avenue Revitalization project – likely repaid through new bond issue
- FY 2020 includes \$6.0M in debt forgiveness associated with the 2009 American Recovery and Reinvestment Act (ARRA)
- Excluding the ARRA debt – City debt at 6/30/2017 will be \$57.5M

# City-Wide Debt Service Requirements



# City Employee Count

Fund	Dept	New Hires	FTE	Seasonals
General	City Clerk		2.3	
General	City Administrator		1.0	
General	Economic Development		3.0	
General	Comptroller		7.1	
General	Personnel	0.5	2.5	
General	Planning		1.0	
General	Management Infor. Systems		3.8	
General	Police	3.0	56.9	
General	Public Safety Grants		2.0	
General	Fire		55.0	
General	Public Works		2.3	
General	Vehicle Maintenance		4.0	
General	Engineering	1.7	7.9	
General	Street Maintenance		16.0	
General	Central Services		6.0	
General	Director of Parks & Rec		1.0	
General	Recreation Activities		0.0	18.0
General	Swimming Pool		0.0	17.0
General	Parks		4.0	2.0
General	Community Development		8.1	
General	C3I Narcotics		0.3	
General	Code Enforcement		1.3	
General	Shade Tree		0.0	2.0
Water	Water Distribution		22.4	
Water	Water Filt Plant		10.0	
Sewer	Wastewater Treatment	1.0	13.0	
Sewer	Sanitary Sewer		10.2	
Sewer	Flood Control		3.2	1.0
Water/Sewer	Utility Administration		4.9	
DDC			3.8	
MPA		0.5	4.8	
CDBG			3.4	
<b>Total</b>		<b>6.7</b>	<b>261.0</b>	<b>40.0</b>

Item # 6

4/19/2016

# Propriety Funds FY 2017 Budget

	Water	Sewer	Trash	MPA	Total Proprietary Fund
Operating Revenue	\$ 7,264,800	\$ 10,377,500	\$ 1,304,700	\$ 428,973	\$ 19,375,973
Operating Expense	7,211,294	9,516,563	1,366,909	549,534	18,644,300
Operating Income (Loss)	53,506	860,937	(62,209)	(120,561)	731,673
Non-Operating Revenue (Expense)	1,000	-	-	-	1,000
Net Income Before Special Items and Transfers	54,506	860,937	(62,209)	(120,561)	732,673
Special Items & Transfers	(50,000)	6,444,750	-	-	6,394,750
<b>Net Income (Loss)</b>	<b>\$ 4,506</b>	<b>\$ 7,305,687</b>	<b>\$ (62,209)</b>	<b>\$ (120,561)</b>	<b>\$ 7,127,423</b>
Add:					
Depreciation	1,188,000	1,688,000	-	139,319	3,015,319
Financing Proceeds	426,000	3,288,214	-	-	3,714,214
Less:					
Principal Payments	938,080	767,175	-	142,255	1,847,510
Capital Expenditures	581,000	10,473,072	-	-	11,054,072
<b>Cash Flow</b>	<b>\$ 99,426</b>	<b>\$ 1,041,654</b>	<b>\$ (62,209)</b>	<b>\$ (123,497)</b>	<b>\$ 955,374</b>

# Proprietary Funds FY 2017 Budget

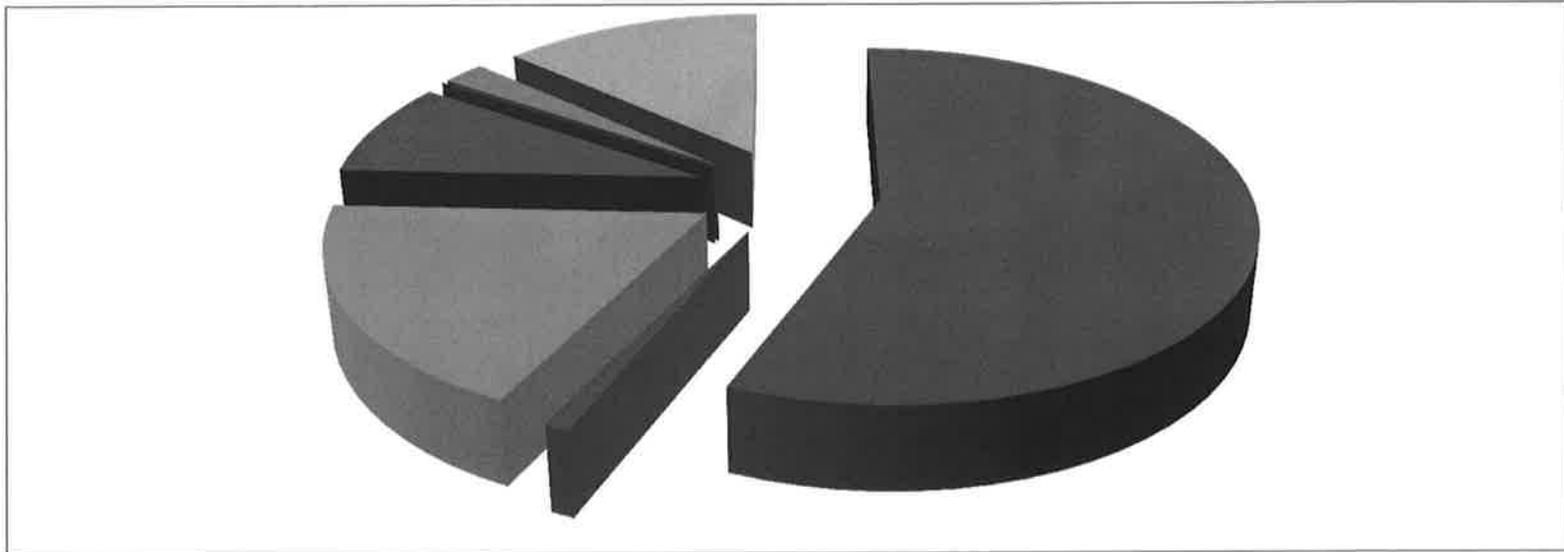
- Significant FY 2017 Proprietary net income primarily due to State BRF capital contribution of \$7.1M associated with the Evitts Creek and WWTP CSO projects.
- Sewer and Water funds are profitable and have positive cash flow budgeted for FY 2017
- MPA and Trash Fund are showing a net loss and negative cash flow.
  - MPA is in transition period. Fund has sufficient cash of \$330K and net position (retained earnings) of \$1.8M to cover FY 2017 deficits.
  - Trash Fund has sufficient resources (Cash \$734K and net position of \$700K) to absorb FY 2017 deficits.

# Governmental Funds FY 2017 Budget

	General Fund	DDC	Capital Projects	CDBG	Total
<b>Revenues</b>					
Taxes	\$ 11,012,145	\$ 190,931	\$ -	\$ -	\$ 11,203,076
Licenses & Permits	180,000	-	-	-	180,000
Intergovernmental	3,629,713	9,000	1,406,298	910,318	5,955,329
Service Charges	1,695,420	-	-	-	1,695,420
Fines, Forfeitures & Interest	7,700	-	-	-	7,700
Misc	420,700	22,545	-	-	443,245
	16,945,678	222,476	1,406,298	910,318	19,484,770
<b>Expenditures</b>					
General Government	1,728,103	317,285	-	-	2,045,388
Public Safety	11,204,621	-	-	-	11,204,621
Public Works	3,085,968	-	-	-	3,085,968
Recreation	982,081	-	-	-	982,081
Community Development & Housing	1,413,108	-	-	316,807	1,729,915
Capital Outlay	-	-	2,815,298	593,511	3,408,809
Debt Service	1,640,091	-	-	-	1,640,091
	20,053,972	317,285	2,815,298	910,318	24,096,873
Revenue in Excess of (less than ) expenditures	(3,108,294)	(94,809)	(1,409,000)	-	(4,612,103)
<b>Net Transfers In (Out)</b>					
Payment in Lieu of Taxes	1,870,572	-	-	-	1,870,572
Other Transfers	(768,640)	84,640	1,409,000	-	725,000
<b>Utilization Of Restricted Fund Balance</b>	1,409,000	-	-	-	1,409,000
<b>Unrestricted surplus (deficit)</b>	<b>(597,362)</b>	<b>(10,169)</b>	<b>-</b>	<b>-</b>	<b>(607,531)</b>

# General Fund Revenue F-Y 2017 Budget

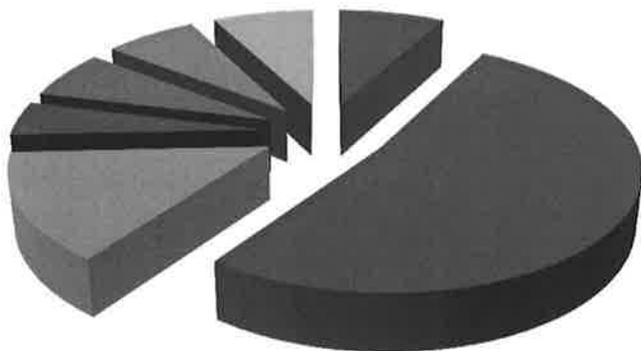
Taxes	Licenses & Permits	Intergov	Charges for Services	Fines, Forfeitures & Interest	Miscellaneous	Financing / Transfers	Total
\$ 11,012,145	\$ 180,000	\$ 3,629,713	\$ 1,695,420	\$ 7,700	\$ 420,700	\$ 2,595,572	\$ 19,541,250



- Taxes
- Licenses & Permits
- Intergovernmental
- Charges for Services
- Fines, Forfeitures & Interest
- Miscellaneous
- Transfer-In - Financing

# General Fund Expenditures FY 2017 Budget

- General Government
- Public Safety
- Public Works
- Recreation
- Community Development
- Transfer Out
- Debt Retirement



## General Government

Mayors' Office	\$	11,343
City Council		40,579
City Clerk		81,199
City Administrator		98,799
Comptroller		384,668
Personnel		95,571
City Solicitor		150,045
Planning		82,862
City Hall		157,605
Management Info Systems		324,044
Vehicle Maintenance		108,500
Building Maintenance - HRDC		7,230
Municipal Service Center		87,715
Insurance		97,943

**\$ 1,728,103 8.0%**

## Public Safety

Police	\$	5,460,172
C3I		11,000
Federal Forfeiture Fund		1,200
C3I Narcotics		13,100
DDC Code Enforcement		36,206
Fire		5,520,948
Public Safety Building		161,995

**\$ 11,204,621 52.0%**

## Public Works

Public Works	\$	194,951
Engineering Services		230,181
Street Maintenance		1,662,462
Snow Removal		284,813
Street Lighting		436,000
Central Services		277,561

**\$ 3,085,968 14.3%**

## Recreation

Recreation Activities	\$	140,140
Swimming Pool		124,402
Parks		602,407

**\$ 982,081 4.6%**

## Community Development

Economic Development	\$	351,380
Community Development		841,190
Comm Devel Special Projects		220,538

**\$ 1,413,108 6.6%**

## Transfers Out

**\$ 1,493,640 6.9%**

## Debt Retirement

**\$ 1,640,091 7.6%**

**Total Expenses & Outflows \$ 21,547,612**

# FY 2017 Budget Highlights

- As in recent years, the 2017 budget is very tight. We are not presenting a balanced budget, but we are suggesting a path to get there.
- Minimal tax base increase
- Substantial increase in health care costs
- Utilization of prior year bond proceed balances for capital expenditures
- Significant grant assistance for capital projects – including major new multi-year Sewer projects which will begin during FY 2017
- Aggressive blight abatement program continues
- Review of potential expenditure adjustments to balance the budget and avoid rate increases

# General Fund FY 2017 Budget Adjustments

- Restricted fund balance reductions - utilization of 2013 GOB proceeds (\$1.4M)
- Initial capital request adjustments were for Public Safety Building and City Hall elevator replacements (\$355K) and street sweeper (\$150K).
- Currently the budget deficit is \$597K. Cost cutting suggestions for consideration include:

Health care plan design changes	\$	73,000
Personnel Changes	\$	150,000
New Hire freeze	\$	250,000
Nuisance property removal	\$	30,000
Additional capital expenditure reductions	\$	400,000
	\$	903,000



Regular Council Agenda  
May 3, 2016

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**Description**

Approval of the Closed Session Minutes of March 15, 2016

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

# Mayor and City Council of Cumberland

## Closed Session Minutes

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

Second Floor Conference Room

Tuesday, March 15, 2016

5:30 p.m.

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

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

**MOTION:** Motion to enter into closed session to discuss board and commission appointment, personnel issues, and to obtain legal advice from the City Solicitor pursuant to the provision of the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1) and (7) was made by Councilman Caporale, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

**AUTHORITY TO CLOSE SESSION:**

*Annotated Code of Maryland, State Government*

- Section 10-508 (a) (1): To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals
- Section 10-508 (a) (7): to consult with counsel to obtain legal advice on a legal matter

**TOPICS:** Board and commission appointments, personnel matters, union negotiations

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

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

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



Regular Council Agenda  
May 3, 2016

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**Description**

Ordinance (*1st reading*) - amending and supplementing Ordinance No. 3793, passed December 15, 2015, to increase the amount of the General Obligation Bonds and Bond Anticipation Notes to finance, reimburse, or refinance costs of the Maryland Avenue Redevelopment Project from \$2,500,000 to an aggregate principal amount not to exceed \$3,500,000 each

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**





installation, and equipping activities and expenses and related activities and expenses; planning, design, architectural, engineering, feasibility, surveying, inspection, construction management, title search, acquisition closing costs, financial and legal expenses and other related activities and expenses; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); capitalized interest (whether or not expressly so stated); and any such costs which may represent the City's share or contribution to the financing or refinancing of such project, including, without limitation, costs contracted for by and/or paid through the Cumberland Economic Development Corporation (collectively, the "Project").

4. Pursuant to the authority of the Enabling Act, the Bond Anticipation Note Enabling Act and the Charter, as applicable, and Ordinance No. 3793, passed by the Mayor and City Council of the City (the "Mayor and City Council") on December 15, 2015 and effective on January 14, 2016 ("Ordinance No. 3793"), the City authorized (i) the issuance and sale from time to time, in one or more series, upon its full faith and credit, of its general obligation bonds in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (collectively, the "Bonds") for the public purpose of financing, reimbursing or refinancing costs of any components of the Project, and (ii) the issuance and sale from time to time, upon its full faith and credit, of one or more series of its general obligation bond anticipation notes in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (collectively, the "BANs") prior to and in anticipation of the sale of any series of the Bonds in order to finance or reimburse costs of the Project on an interim basis, pay costs and expenses in connection with the issuance, sale and delivery of the BANs, and, to the extent determined by the Mayor and City Council by resolution, pay capitalized interest on the BANs.

Underlining = material added to the Ordinance as introduced

~~Strikethrough~~ = material deleted from the Ordinance as introduced

5. The City has determined that it may need to borrow more than Two Million Five Hundred Thousand Dollars (\$2,500,000) in order to finance, reimburse or refinance Project costs on an interim and/or permanent basis, and desires to increase the maximum aggregate principal amount of the Bonds and the BANs authorized to be issued and sold for purposes of the Project.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1. The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in the Sections of this Ordinance that are not otherwise defined herein shall have the meanings given to such terms in the Recitals to this Ordinance.

SECTION 2. From and after the effective date of this Ordinance, subsection (a) of Section 3 of Ordinance No. 3793 shall be deleted in its entirety and inserted in place thereof shall be the following:

“SECTION 3. (a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act and the Charter, hereby determines to issue and sell from time to time, in one or more series, upon its full faith and credit, its general obligation bonds in an aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) (collectively, the “Bonds”). Any series of the Bonds may consist of one or more bonds and any such bond may be issued in installment form and/or draw-down form.”

Underlining = material added to the Ordinance as introduced  
~~Strikethrough~~ = material deleted from the Ordinance as introduced

SECTION 3. From and after the effective date of this Ordinance, subsection (a) of Section 6 of Ordinance No. 3793 shall be deleted in its entirety and inserted in place thereof shall be the following:

“SECTION 6. (a) Pursuant to the authority of the Bond Anticipation Note Enabling Act, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bond anticipation notes in an aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) (collectively, the “BANs”) prior to and in anticipation of the sale of any series of the Bonds in order to finance or reimburse costs of the Project on an interim basis, pay costs and expenses in connection with the issuance, sale and delivery of the BANs, and, to the extent determined by the Mayor and City Council by resolution, pay capitalized interest on the BANs. Any such series of the BANs may consist of one or more notes and any such note may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of each series of the BANs, the Mayor and City Council shall adopt a resolution or resolutions pursuant to the authority of the Bond Anticipation Note Enabling Act, the Charter and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the BANs, the types of matters, details, forms, documents or procedures and determinations specified to be made or addressed in Section 5 hereof with respect to each series of the Bonds, to the extent applicable with respect to such

Underlining = material added to the Ordinance as introduced  
~~Strikethrough~~ = material deleted from the Ordinance as introduced

series of the BANs, and as otherwise may be authorized or required by applicable law. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the BANs, pursuant to the authority of the Bond Anticipation Note Enabling Act, each series of the BANs shall be sold by private negotiation due to the ability to time the market, negotiate terms and thereby achieve a beneficial interest rate or rates and other beneficial terms by undertaking a private sale, and the lower costs of issuance typically incurred with a negotiated sale.”

SECTION 4. From and after the effective date of this Ordinance, Ordinance No. 3793 shall be amended and supplemented as provided herein, and all other terms and provisions of Ordinance No. 3793 shall otherwise remain in full force and effect.

SECTION 5. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

SECTION 6. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 7. This Ordinance shall become effective thirty (30) days after its passage pursuant to the provisions of Section 82A of the Charter, subject to the petition-to-referendum provisions of Section 82A(c) of the Charter.

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Underlining = material added to the Ordinance as introduced  
~~Strikethrough~~ = material deleted from the Ordinance as introduced

MAYOR AND CITY COUNCIL OF  
CUMBERLAND

(SEAL)

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

ATTEST:

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

Introduced: \_\_\_\_\_, 2016

Passed: \_\_\_\_\_, 2016

Votes for passage: \_\_\_\_\_

Votes against passage: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Effective: \_\_\_\_\_, 2016

#186791;10002.062

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Underlining = material added to the Ordinance as introduced  
~~Strikethrough~~ = material deleted from the Ordinance as introduced



Regular Council Agenda  
May 3, 2016

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**Description**

Charter Amendment Resolution (*1st reading*) - to repeal and reenact Section 154 of the City Charter to increase the maximum threshold for local preference allowances to be 10% for businesses located in the city and 7% for businesses located in the county; clarifying the manner in which the preferences are implemented; and reducing the number of days required for public solicitation of bids

**Approval, Acceptance / Recommendation**

This Charter Amendment Resolution will amend the Charter to set the maximum limits that can be applied as a local preference for businesses located in either the city or the county. The language also clarifies the manner in which the preferences are to be applied to the bids and reduces the number of days that a solicitation for bids must be advertised in the paper from twice within seven (7) days to once within seven (7) days. This language only sets the minimum number of days for advertisement. If warranted by the department, additional advertising in the newspaper as well as other media sources can always be undertaken.

The second and third readings of the Charter Amendment Resolution are scheduled for May 17, 2016.

An Ordinance will be also be introduced at a later date so as not to counteract the Charter amendment, and will amend the City Code to adopt an 8% preference for city businesses and a 5% preference for county businesses. The current preferences are set at 7% for city businesses and 5% for county businesses. The Ordinance will also further clarify the manner in which the preference is to be applied.

- Budgeted
- 1st Reading
- 2nd Reading
- 3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

**CHARTER AMENDMENT RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY CONTAINED IN ARTICLE 11-E OF THE CONSTITUTION OF THE STATE OF MARYLAND AND SECTION 13 OF ARTICLE 23A OF THE ANNOTATED CODE OF MARYLAND ENTITLED “MUNICIPAL CORPORATIONS,” AS SAID SECTION WAS ENACTED BY CHAPTER 123 OF THE ACTS OF THE GENERAL ASSEMBLY OF MARYLAND, 1955, ENTITLED “A RESOLUTION TO REPEAL AND REENACT WITH AMENDMENTS SECTION 154 OF THE CHARTER OF THE CITY OF CUMBERLAND, MARYLAND (1991 EDITION), PERTAINING TO PUBLIC BIDDING FOR THE PURPOSE OF INCREASING THE MAXIMUM ALLOWABLE PREFERENCES TO BUSINESSES LOCATED WITHIN THE CITY OF CUMBERLAND, MARYLAND AND ALLEGANY COUNTY, MARYLAND, CLARIFYING THE MANNER IN WHICH THE PREFERENCES ARE TO BE IMPLEMENTED, AND REDUCING THE REQUIRED NUMBER OF DAYS TO PUBLICLY ADVERTISE A SOLICITATION FOR BIDS.”

SECTION 1: BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 154 of the Charter of the City of Cumberland (1991 Edition) be repealed and reenacted with amendments to read as follows:

**Section 154. Public bidding.**

When competitive public bidding is required, the City Clerk, or other officer designated by the Mayor and City Council, shall solicit bids by advertising at least once within a seven (7) day period, in a publication of general circulation within the City. All bids shall be in writing and sealed and shall be opened by the City Clerk in public session of the Mayor and City Council.

The Mayor and City Council shall accept the lowest or best bid deemed to be reasonable, and in the best interests of the City, price, quality of goods, work or services, time of delivery, or completion, residency, and responsibility of bidders all being considered.

Notwithstanding the foregoing, unless a lower percentage for local businesses is established by ordinance, the Mayor and City Council shall extend a ten percent (10%) preference for businesses located within the City and a seven percent (7%) preference for businesses located within Allegany County, Maryland for all contracts that are completely funded by the City without contribution, in whole or in part, from any third parties. The preference shall be implemented by multiplying the applicable percentage by the lowest or best bid deemed to be reasonable and in the best interests of the City and subtracting the product from the applicable local bidder's bid. In order to be eligible for a preference provided for herein, a local bidder must certify under penalty of perjury that it qualifies as a local business. The preference is waived if the certification does not appear on the bid. Additional eligibility criteria may be established by ordinance.

The Mayor and City Council may reject any or all bids, may readvertise for new bids, and may postpone or abandon any purchase or work.

Nothing herein shall be construed to prohibit the City from performing any work or service with City personnel without the need to advertise for bids, or from performing such work or service after the rejection of bids.

The Mayor and City Council may adopt, by Ordinance, such rules, regulations and procedures as may be necessary for the implementation of the purchasing of supplies and contracting for services.

**[Note: A text edited version showing the changes made is attached hereto as Exhibit A.]**

SECTION 2: AND BE IT FURTHER RESOLVED, that the date of the passage of this Resolution is \_\_\_\_\_, 2015, and the amendment of the Charter of the City of Cumberland hereby enacted shall become effective on \_\_\_\_\_, 2015, unless a proper petition for a referendum hereon shall be filed as provided by Section 4-304 of the Local Government Article of the Annotated Code of Maryland. A complete and exact copy of this Resolution shall be continuously posted on the North Centre Street entrance of City Hall, Cumberland, Maryland, until \_\_\_\_\_, 2015, and the title of this Resolution shall be published in a newspaper of general circulation in the City of Cumberland no less than four times, at weekly intervals, before the aforesaid date.

SECTION 3: AND BE IT FURTHER RESOLVED, that the Mayor and City Council of Cumberland is hereby specifically directed to carry out the provisions of Section 2 hereof regarding the giving of notice by posting and publication of this Resolution, approving the same, and, as evidence of said compliance, the City Clerk shall cause to be affixed to this Resolution a certificate of the publication in the newspaper in which the summary of this Resolution (i.e., its title) shall have been published, and the Mayor, if there is no petition for referendum, shall declare the Charter Amendment made to be effective on the effective date herein provided for, which is \_\_\_\_\_, 2015, by affixing his signature hereto in the space provided below the effective date hereof.

SECTION 4: AND BE IT FURTHER RESOLVED, that if a proper petition for referendum on the Charter Amendment herein proposed is filed, the Mayor and other proper officials of the City of Cumberland shall comply with applicable law, including, but not limited to, Subtitle 3 of Title 4 of the aforesaid Local Government Article.

SECTION 5: AND BE IT FURTHER RESOLVED, that as soon as the Charter Amendment shall become effective, either as herein provided or following a referendum, the Mayor shall send separately, by registered mail, to the Secretary of the State of Maryland, the Maryland State Department of Assessments and Taxation and the Department of Legislative Reference of Maryland, a complete certified copy of the text of this Resolution, the date of the referendum, if any is held, a certificate showing the number of Councilpersons voting for and against it, and a report on the votes cast for or against the amendments hereby enacted at any referendum hereon, and the effective date of the Charter Amendment.

THIS RESOLUTION PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

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

ATTEST:

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

The Charter Amendment enacted by the foregoing Resolution became effective this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

I HEREBY CERTIFY, that the foregoing Resolution, amending the Charter of the City of Cumberland, Maryland, was passed the \_\_\_\_ day of \_\_\_\_\_, 2015, with \_\_\_\_ votes in affirmation and \_\_\_\_ votes in the negative.

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

I HEREBY CERTIFY, that the foregoing is a true and exact copy of the Charter Amendment Resolution No. \_\_\_\_\_ passed by the Mayor and City Council of Cumberland, Maryland, in Regular Session on the \_\_\_\_ day of \_\_\_\_\_, 2015.

I FURTHER CERTIFY, that there was no petition for a referendum on the proposed amendment filed within the required time, and therefore, the same became effective on the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

## EXHIBIT A

[Note: Additions to the Charter are underscored and deletions are stricken through.]

### **Section 154. Public bidding.**

When competitive public bidding is required, the City Clerk, or other officer designated by the Mayor and City Council, shall solicit bids by advertising at least ~~twice~~ once within a seven (7) day period, in a publication of general circulation within the City. All bids shall be in writing and sealed and shall be opened by the City Clerk in public session of the Mayor and City Council.

The Mayor and City Council shall accept the lowest or best bid deemed to be reasonable, and in the best interests of the City, price, quality of goods, work or services, time of delivery, or completion, residency, and responsibility of bidders all being considered.

Notwithstanding the foregoing, unless a lower percentage for local businesses is established by ordinance, the Mayor and City Council shall extend a ~~seven~~ ten percent (10%) preference for businesses located within the City and a ~~five~~ seven percent (7%) preference for businesses located within Allegany County, Maryland for all contracts that are completely funded by the City without contribution, in whole or in part, from any third parties. ~~The amount of the preference shall be equal to the amount of the percentage applied to~~ implemented by multiplying the applicable percentage by the lowest or best bid deemed to be reasonable and in the best interests of the City ~~and subtracting the product from the applicable local bidder's bid. If the bidder submitting the lowest or best bid is not a local business, and if a local business has also submitted such a bid, and, with the benefit of the preference, the local business's bid is equal to or less than the non-local bidder's bid, the City shall award the contract to the local business at its submitted bid price. The~~ In order to be eligible for a preference provided for herein, a local bidder shall must certify, under penalty of perjury, that it qualifies as a local business. The preference is waived if the certification does not appear on the bid. ~~For purposes of this section, the term "local business" shall be defined~~ Additional eligibility criteria shall be defined may be established by ordinance.

The Mayor and City Council may reject any or all bids, may readvertise for new bids, and may postpone or abandon any purchase or work.

Nothing herein shall be construed to prohibit the City from performing any work or service with City personnel without the need to advertise for bids, or from performing such work or service after the rejection of bids.

The Mayor and City Council may adopt, by Ordinance, such rules, regulations and procedures as may be necessary for the implementation of the purchasing of supplies and contracting for services.



Regular Council Agenda  
May 3, 2016

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**Description**

Order rescinding Order No. 25,865, passed August 18, 2015, accepting the proposal of Sage Policy Group to provide an Economic Feasibility Analysis & Plan for the City's Strategic Opportunity Sites in the amount of \$50,000, to allow the CEDC to cover the cost of these services

**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: May 03, 2016

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

THAT, Order No. 25,865, passed August 18, 2015 to accept the proposal of Sale Policy Group to provide an Economic Feasibility Analysis and Implementation Plan for the City of Cumberland's Strategic Opportunity Sites be and is hereby rescinded to allow the Cumberland Economic Development Corporation to pay for the cost of these services.

---

**David Caporale**  
**Acting Mayor**

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

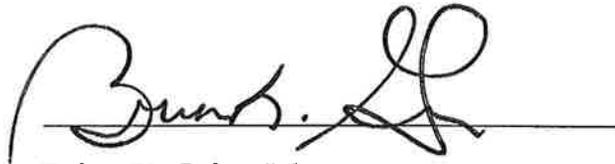
ORDER NO. 25,865

DATE: August 18, 2015

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

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

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



**Brian K. Grim, Mayor**

Budget: Economic Development

Order of Bids:

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

**AUG 18 2015**



Regular Council Agenda  
May 3, 2016

---

**Description**

Order approving a Certificate of Satisfaction acknowledging that the indebtedness secured by a Covenants & Conditional Repayment Agreement regarding 401 Avirett Avenue made by Francis E. Jewell and dated February 20, 2004 has been fully paid and satisfied

**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: May 03, 2016

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

THAT, the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the debt secured by a Covenants & Conditional Repayment Agreement made by Francis E. Jewell unto the City of Cumberland pertaining to 401 Avirett Avenue and dated February 20, 2004 (Allegany County Land Records Book 1053, Page 390) has been fully paid and satisfied and that the lien is hereby released.

---

**David Caporale**  
**Acting Mayor**

**CERTIFICATE OF SATISFACTION**

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Covenants & Conditional Repayment Agreement made by Francis E. Jewell unto the City of Cumberland (the correct legal name of which is Mayor and City Council of Cumberland) dated February 20, 2004 and recorded among the Land Records of Allegany County, Maryland in Book 1053, Page 390 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Covenants & Conditional Repayment Agreement, and that the lien of the Covenants & Conditional Repayment Agreement is hereby released.

WITNESS the hand and seal of the holder of the said Covenants & Conditional Repayment Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF  
CUMBERLAND

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

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

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian K. Grim, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

WITNESS my hand and Notarial Seal the day and year first above written.

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

My Commission Expires:

\_\_\_\_\_

BOOK 1053 PAGE 390

**COVENANTS & CONDITIONAL REPAYMENT  
AGREEMENT BETWEEN  
CITY OF CUMBERLAND  
OF ALLEGANY COUNTY, MARYLAND  
AND**

**Frances E. Jewell**

**401 Avirett Ave.**

**Cumberland, Maryland 21502**

ALLEGANY COUNTY CIRCUIT COURT (Mortgage Records) DDL 1053, p. 0390, MSA\_CE163\_706. Date available 03/29/2005. Printed 04/21/2016.

COMPARED AND MAILED/DELIVERED  
*for*  
*Alleg. Co. Dept Comm Sew.*  
TO *112 Salt St Cumbr*  
MAR - 9 2004, 20

## BOOK 1053 PAGE 391

THIS AGREEMENT, made and entered into this 20th day of February 2004 and between the City of Cumberland (hereinafter referred to as "City"), acting by and through the City of Cumberland) of the first part, and Frances E. Jewell (hereinafter referred to as owner), of second part:

WHEREAS, Congress passed the Housing & Community Development Acts of 1974 and 1977 has placed a strong emphasis on the rehabilitation of buildings to alleviate harmful conditions which cause blight or deterioration within neighborhoods; and

WHEREAS, the Owner is desirous of rehabilitating his property in conformity with the neighborhood in which it is located; and

WHEREAS, the Owner is an occupant of said property and meets the financial eligibility criteria which are applicable to the said rehabilitation program; and

WHEREAS, the Owner is agreeable to maintaining his property after rehabilitation, in accordance with the standards and controls desired by the County; and

Funds are provided in the sum of (\$5,000.00) ~~Five Thousand Dollars and 00/100~~ for the rehabilitation of the property known as 401 Avirett Ave., Cumberland, MD. The owner agrees as follows:

1. To do the work in conformance with the specifications and work write-up prepared by Housing Division or its agent. Any proposed work or changes must have prior approval of Housing Division.
2. Upon completion of the proposed rehabilitation of said property as herein contemplated, thereafter to keep the property in good repair and in compliance with local housing condition standards.

BOOK 1053 PAGE 392

3. In the event Owner shall sell said property within the three (3) year period next following the execution of this Agreement, Owner agrees to repay said funds or part thereof, as follows:
  - a. If sold within the first (1<sup>st</sup>) year following the date of this Agreement, to repay to the City 100% of said funds.
  - b. If sold within the second (2<sup>nd</sup>) year following the date of this Agreement, to repay to the City 66 2/3% of said funds.
  - c. If sold within the third (3<sup>rd</sup>) year following the date of this Agreement, to repay to the City 33 1/3% of said funds.

Thereafter, owner will be under no obligation to repay any funds. In the event of mortgage foreclosure of the rehabilitated property within the three (3) year period, the obligation to repay funds shall automatically terminate.

4. The provisions of this contract shall be binding upon the heirs; assigns and personal representatives of the owner for a period of three (3) years from the date of this Agreement, and this contract shall be recorded among the land records of Allegany County.

WITNESS:

BORROWER:

*Linda M. Marten*

*Frances E. Jewell*

NAME: Frances E. Jewell

NAME: \_\_\_\_\_

ALLEGANY COUNTY CLERK  
 REC'D  
 10/12/04  
 10:12 AM  
 DEPT. OF CLERK  
 100 N. STATE ST.  
 ALLEGANY, WV 26001  
 TEL: 304-283-3000  
 FAX: 304-283-3001

ALLEGANY COUNTY CIRCUIT COURT (Mortgage Records) DDL 1053, p. 0392, MSA\_CE163\_706. Date available 03/29/2005. Printed 04/21/2016.



Regular Council Agenda  
May 3, 2016

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**Description**

Order accepting the proposal of Shaffer Construction Company, Inc. for the "Centre Street Parklet Renovations (Project No. 6-16-M)" in the estimated contract price of \$83,006.10

**Approval, Acceptance / Recommendation**

It is the Engineering Department's recommendation to award City Project 06-16-M to the low responsive bidder Shaffer Construction Co., Inc. in the estimated contract price of \$83,006.10.

This project will include the demolition of the existing parklet's water features, stairs, and ramp. New stairs and an ADA complaint ramp will be installed with a new hand railing. Work on this project will commence May 9, 2016 and continue through June 7, 2016. The three additional bidders were Harbel, Inc. (\$149,900.00), Excavating Associates, Inc. (\$137,901.00) and Clark Contractors, Inc. (\$129,258.00).

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

\$83,006.10

**Source of Funding (if applicable)**

\$14,340.75 Community Legacy 114.199AF.20100

\$50,000.00 Community Legacy 114.192.20100(CL.008)

\$10,000.00 001.080.57150

\$8,665.35 017.105.45700

\$83,006.10

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

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

DATE: May 3, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT** the proposal of Shaffer Construction Company, Inc., P.O. Box 231, Ellerslie, MD 21529, be and is hereby accepted for City Project "Centre Street Parklet Renovations" (6-16-M) in the estimated contract price of Eighty-three Thousand, Six Dollars and Ten Cents (\$83,006.10) ; and

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

---

**David Caporale**  
**Acting Mayor**

<b>Contractor</b>	<b>Bid Amount</b>
Shaffer Construction Co., Inc.	\$83,006.10
Harbel, Inc.	\$149,900.00
Excavating Associates, Inc.	\$137,901.00
Clark Contractors, Inc.	\$129,258.00

## Source of Funding:

\$14,340.75 Community Legacy 114.199AF.20100  
\$50,000.00 Community Legacy 114.192.20100(CL.008)  
\$10,000.00 001.080.57150  
\$8,665.35 017.105.45700



**Mayor and City Council of Cumberland, Maryland  
57 N. Liberty Street  
Cumberland, MD 21502**

PROJECT INFORMATION		BID OPENING	
Project Title:	Parklet Renovations at Centre Street Parklet	Date and Time:	April 25, 2016 @ 2:30 PM
Project Description:	Demolition and replacement of parklet	Location:	Council Chambers, City Hall, Cumberland, MD 21502
City Project	06-16M		
State Contract	N/A		
FAP No.:	N/A		
DCD No.:	N/A		

BID TABULATION				Shaffer Construction Co. Inc.		Harbel Inc		Excavating Associates, Inc		Clark Contractors, Inc	
	DESCRIPTION OF ITEM	UNITS	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	Parklet Renovations	LS	1	\$76,186.10	\$76,186.10	\$136,500.00	\$136,500.00	\$127,043.00	\$127,043.00	\$114,049.00	\$114,049.00
	Replacement of 2 Entrance Wooden Pillars	EACH	2	\$350.00	\$700.00	\$700.00	\$1,400.00	\$1,781.00	\$3,562.00	\$1,004.50	\$2,009.00
	Replacement of Drian Pipe as Needed (contingent)	LF	200	\$30.60	\$6,120.00	\$60.00	\$12,000.00	\$36.48	\$7,296.00	\$66.00	\$13,200.00
					\$83,006.10		\$149,900.00		\$137,901.00		\$129,258.00

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

Kim Root  
 Kim Root  
 Contract Labor Compliance Specialist

4/26/16  
 Date

BIDDERS' ADDRESSES			
Shaffer Construction Co. Inc.	Harbel Inc	Excavating Associates, Inc	Clark Contractors, Inc
P.O. Box 231 Ellerslie, MD 21529	11521 Milnor Avenue/ PO Box 1210 Cumberland, MD, 21501-1210	P.O. Box 434 Ellerslie, MD 21529	145 Clark Building RD Suite 7 Bedford, PA 15522



Regular Council Agenda  
May 3, 2016

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**Description**

Order authorizing the execution of an Inter-agency Agreement between the City of Cumberland and the Maryland Department of the Environment (MDE) to apply for and administer grant funds to hold an electronics recycling event in conjunction with Allegany County

**Approval, Acceptance / Recommendation**

The Inter-Agency Agreement is required to be executed for the filing of a joint application to hold an event in conjunction with Allegany County. Up to \$5,000 in grant funds are available to Maryland municipalities. Allegany County will be submitting the grant application for the County grant (up to \$15,000) and partnering municipalities agreements for additional \$5,000 grants for a total proposed project of \$35,000. Collection sites will be located within each participating municipality. The event is proposed to be a multi-day collection event. The Agreement is effective on the date it is executed by MDE and through March 31, 2017. The event is anticipated to be held in fall of 2016.

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

Up to \$5,000

**Source of Funding (if applicable)**

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

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

DATE: May 3, 2016

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

**THAT**, the City Administrator be and is hereby authorized to execute an Inter-agency Agreement by and between the City of Cumberland and the Maryland Department of the Environment (MDE) for a Maryland Electronics Collection and Recycling Grant (up to \$5,000.00 if awarded) for electronic device collection and recycling activities as outlined in the Scope of Work Proposal – Attachment A (Allegany County Electronics Collection and Recycling 2016/2017).

---

**David Caporale**  
**Acting Mayor**



## ENGINEERING DEPARTMENT

### Scope of Work: 2016/2017 Computer Collection and E-cycling Program

#### Organizational Information: City of Cumberland, MD

**Grant Contact:** Raquel Ketterman, Environmental Specialist  
 City of Cumberland  
 57 N. Liberty Street  
 Cumberland, MD 21502

(ph) 301-759-6604 (fax) 301-759-6608  
 (email) [raquel.ketterman@cumberlandmd.gov](mailto:raquel.ketterman@cumberlandmd.gov)

#### Grant Information: Request \$5,000 for electronics event collection/City Portion

#### Background Information:

The City of Cumberland Public Works Department will be holding a computer collection and e-cycling program in conjunction with Allegany County Department of Public Works.

The collection event will be a multi-day event. Event details and items will be collected are included in the Scope of Work Proposal – Attachment A (Allegany County Electronics Collection and Recycling 2016/2017).

The City participates on the Allegany County Solid Waste Management Board and City staff fill a permanent seat on the Board. The City has coordinated electronic recycling and other special event efforts with the Board for the past several years.

The City of Cumberland is home to 20,859 residents and is the County Seat of Allegany County, Maryland. Cumberland residents play a large role in community recycling events.

#### Workplan & Location of Grant Activity:

The City residents will participate in the e-cycling event as described by the County (Attachment A).

City staff will participate in the planning, event logistics and volunteering time and energy.

The e-cycling drop off location for Cumberland residents will be at the Penn-Mar facility, Monday – Friday 8 am to 4 pm + extended hours Wednesday 4pm – 7 pm.

Various electronics will be recycled free of charge. TVs will be recycled for \$5.00 per TV. See the list of acceptable electronics within the Allegany County Electronics Recycling Scope of Work (Attachment A).

**MAYOR**  
 BRIAN K. GRIM

**COUNCIL**  
 NICOLE ALT-MYERS  
 SETH D. BERNARD  
 DAVID J. CAPORALE  
 DAVID F. KAUFFMAN

**CITY ADMINISTRATOR**  
 JEFFREY D. RHODES

**CITY ENGINEER**  
 JOHN J. DiFONZO P.E.



MEMBER MARYLAND  
 MUNICIPAL LEAGUE (MML)



**MARYLAND DEPARTMENT OF THE ENVIRONMENT**  
 Land Management Administration • Resource Management Program  
 1800 Washington Boulevard • Suite 610 • Baltimore, Maryland 21230-1719  
 410-537-3314 • 800-633-6101 x3314 • [www.mde.maryland.gov](http://www.mde.maryland.gov)

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**INTERAGENCY AGREEMENT BETWEEN  
 MAYOR AND CITY COUNCIL OF CUMBERLAND AND  
 THE MARYLAND DEPARTMENT OF THE ENVIRONMENT**

**Maryland Electronics Collection and Recycling Program - Municipality**

**THIS INTERAGENCY AGREEMENT** (hereinafter “Agreement”), made **this**  
 \_\_\_\_\_ **day of** \_\_\_\_\_, **2016**, by and between the Maryland  
 Department of the Environment, and \_\_\_\_\_ Mayor and City Council of Cumberland \_\_\_\_\_ for  
 covered electronic device collection and recycling activities;

**WHEREAS**, the Maryland Department of the Environment (hereinafter “Department”) has agreed to provide funds obtained from the registration of covered electronic device manufacturers under the Statewide Electronics Recycling Program, for grants to municipalities to implement local covered electronic device recycling programs,

**WHEREAS**, Mayor and City Council of Cumberland (hereinafter “Municipality”) has agreed to provide certain covered electronic device collection and recycling activities as set forth in the attached Scope of Work and Workplan approved by the Department for the State Electronics Collection and Recycling Program,

**WHEREAS**, the Department agrees to provide a grant to the Municipality to reimburse the Municipality for eligible actual costs incurred in implementing the Scope of Work and Workplan approved by the Department, in accordance with the terms and conditions of this Agreement,

**WHEREAS**, the Municipality agrees to provide all information and data regarding the collection and recycling of covered electronic devices under the Municipality’s Electronics Collection and Recycling Program to the Department as stated in the Scope of Work and Workplan approved by the Department,

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained be it agreed by and between the parties as follows:

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to increase recycling of covered electronic devices by Municipality residents through the implementation of a responsible Municipality collection and recycling program.

## **2. SOURCE AND LEVEL OF FUNDING AND PAYMENT METHOD**

The Department's payments to the Municipality shall be made in accordance with the terms of this Paragraph 2 and the approved Scope of Work. The source of funding shall be electronics manufacturer registration fees from the State Recycling Trust Fund ("Fund") and will be limited to the maximum funding level stated in, and approved by the Department, in Paragraph 17 of this Agreement. Payments under this Agreement are subject to the availability of funding in FY 2016 in the Fund. Charges for late payment are prohibited, and the Department shall not be responsible for any charges for late payments. The Department reserves the right to withhold payment for any invoice that is submitted for work that was not performed adequately, or an invoice containing a discrepancy or inconsistency in the billing amount, or for incomplete or insufficient backup documentation or deliverables. The Department and the Municipality will each appoint a representative to resolve any disputes regarding work performance or invoice discrepancies.

The Department shall review invoices and related backup documentation and deliverables and, upon acceptance by the Department of an invoice and related backup documentation and deliverables, shall pay the invoice. The Department shall use its best efforts to process Municipality invoices that include all required backup documentation and deliverables within 25 calendar days. Any problems that delay invoice processing shall be documented by the Department in writing. Payment of the final invoice shall be withheld until the final report is received and accepted by the Department, as more fully described in the Scope of Work (Attachment A).

## **3. MUNICIPALITY RESPONSIBILITIES**

The Municipality shall furnish all supervision, labor, materials, and equipment necessary to perform its responsibilities set forth in the approved Scope of Work attached hereto as Attachment A, and expressly incorporated into and made a part of this Agreement and in the approved Workplan attached hereto as Attachment B, and expressly incorporated into and made a part of this Agreement. The Municipality's responsibilities include, without limitation, providing all of the logistics for the Department-approved Electronics Collection and Recycling Program grant activity. By execution of this Agreement, the Municipality expressly authorizes and approves the Department to further promote the Municipality's Electronics Collection and Recycling Program.

## **4. DEPARTMENT RESPONSIBILITIES**

The Department shall reimburse the Municipality for eligible actual costs related to the Electronics Collection and Recycling Program approved by the Department, up to the maximum grant amount awarded and stated in the Notice to Proceed and in Paragraph 17 of this Agreement. The Department shall perform its responsibilities as set forth in the approved Scope of Work attached hereto as Attachment A, and expressly incorporated into and made a part of this Agreement.

## 5. TERM OF AGREEMENT

The term of this Agreement shall begin on the date it is executed by the Department and shall expire not later than March 31, 2017; provided, however, that prior to the expiration date, the Municipality may submit a written request to extend the grant term for a period of up to six (6) months. The written request shall be on Municipality letterhead and signed by an authorized official and include the purchase order number, reason for the extension request, revised work schedule, and the proposed revised grant end date. **To be considered, this request must be received by the Department by January 31, 2017.** The Department reserves the right to deny the request.

## 6. AGREEMENT REPRESENTATIVES

The following individuals shall have authority to act under this Agreement on behalf of their respective parties:

DEPARTMENT: Hilary Miller, Director (Name, Title)  
Land Management Administration (LMA) (Department)  
Maryland Department of the Environment (Organization)  
(410) 537-3304 (Phone Number)

MUNICIPALITY: Jeffrey D. Rhodes, City Administrator (Name, Title)  
Administration (Department)  
City of Cumberland (Municipality)  
301-759-6424 (Phone Number)

Unless otherwise specified by law or regulation or in an addendum to this Agreement, the Department's Land Management Administration Director or his or her designee is the only official authorized to enter into or administer the Agreement, to make determinations and findings with respect to the Agreement, authorize changes to the Scope of Work, or issue Stop Work Orders.

Unless otherwise specified in an addendum to this Agreement, the following Principal Contacts are to be contacted for the purposes of communicating routine information, requesting assistance, or making routine inquiries with respect to the Agreement.

DEPARTMENT: David Mrgich, Chief (Name)  
LMA/Waste Diversion Division (Address)  
1800 Washington Blvd., Suite 610 (Address)  
Baltimore, MD 21230-1719 (Address)  
410-537-3314 (Phone Number)  
410-537-3321 (Fax Number)

[dave.mrgich@maryland.gov](mailto:dave.mrgich@maryland.gov) (email Address)

MUNICIPALITY: Jeffrey D. Rhodes, City Administrator (Name)

57 N. Liberty Street (Address)

Cumberland, MD 21502 (Address)

(Address)

301-759-6424 (Phone Number)

301-759-6438 (Fax Number)

[Jeff.rhodes@cumberlandmd.gov](mailto:Jeff.rhodes@cumberlandmd.gov) (email Address)

Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate Principal Contact at the address indicated in the Agreement. If no Principal Contact is named, then the person executing the Agreement for a party shall be the Principal Contact for purposes of notice.

#### 7. **AMENDMENTS**

This Agreement may be amended only by the mutual written consent of both parties.

#### 8. **RETENTION OF RECORDS – AUDITS**

The Department shall have the right, during reasonable business hours, to examine and audit records of the Municipality that the Department deems necessary or advisable in order to verify compliance with the terms and conditions of this Agreement and invoices submitted pursuant to this Agreement. The Municipality and its contractor(s) or subcontractor(s) shall retain and maintain all records and documents relating to this Agreement for a period of five years following payment by the Department of the final invoice, or any applicable statute of limitations, whichever is longer. The Municipality shall make such records and documents available for inspection and audit by authorized representatives of the Department, including the Procurement Officer or designees, at all reasonable times.

#### 9. **ANTI-DISCRIMINATION PROVISION**

The Municipality agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) of this paragraph, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **10. SUBCONTRACTING**

The Municipality is free to subcontract any portion of the grant. The State of Maryland encourages the utilization of minority business (MBE) for any subcontracting opportunities. The Municipality shall identify any certified MBE's to be utilized, the portion of the work that they will perform and the total dollar value which that work represents. The Municipality will provide to the Department, upon request, copies of any subcontractor invoices, proofs of payment, records, timesheets, work logs, contracts, or any other documents or information needed in order for the Department to comply with State or federal reporting and audit requirements. Consent to subcontract, assign, or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Municipality of any responsibility for fulfilling all the requirements of this Agreement.

Any and all subcontractors retained by the Municipality in the course of performance of this Agreement shall indemnify and save harmless and defend the State of Maryland, the Department, the Municipality, and all of their respective representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Municipality or the Department, or any subcontractor, or their respective employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity, which may exist in any action against the Department or the Municipality.

## **11. RIGHT TO DATA, PUBLIC DISCLOSURE**

The Municipality shall give specific attention to the identification of those portions of its proposal, the Scope of Work and Workplan that it deems to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the Department or the State of Maryland under the Public Information Act, Title 4 of the General Provisions Article, Annotated Code of Maryland.

## **12. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

The Municipality will observe and comply with Federal, State and local laws and ordinances that affect, in connection with the Agreement, the work to be performed, those employed or engaged in connection therewith, any material or equipment used, or the conduct of the work itself.

The Municipality, to the extent permitted by law, shall protect, indemnify, and hold the Department and its officers, employees and agents harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, for personal injury to, or death of, any person, or loss or damage to property, or contamination of or adverse effect to the environment, or any violation of governmental laws or regulations, caused solely by the acts, errors or omissions of the Municipality, its agents, contractors or employees, in connection with or as a result of this Agreement or the performance

of its obligations hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts, errors or omissions of the Department or other person (as the case may be) asserting indemnification hereunder. This indemnification provision is for the protection only of the Department and the persons expressly designated herein and shall not establish, of itself, any liability to third parties.

**13. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall be construed to: (a) provide a benefit to any third party; (b) operate in any way as promise, covenant, warranty or other assurance to any third party; or (c) create any obligation to any third party.

**14. TERMINATION**

The performance of work under this Agreement may be terminated by mutual agreement or unilaterally upon 30 calendar days written notice to the other party.

**15. EFFECTIVE DATE**

This Agreement shall begin on the date it is executed by the Department and shall expire not later than March 31, 2017, unless an extension is granted by the Department (see Paragraph 5 of this Agreement).

**16. RECITALS**

The Recitals to this Agreement are a part of this Agreement.

**17. MAXIMUM AMOUNT OF GRANT AWARD (TO BE COMPLETED BY THE DEPARTMENT)**

Payment for work performed under and during the term of this Agreement, including any extensions, shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) in Purchase Order #\_\_\_\_\_.

**AGREED:**

**MAYOR AND CITY COUNCIL OF CUMBERLAND**

<p>_____  <b>WITNESS (SIGNATURE)</b></p> <p>Raquel J. Ketterman  _____  <b>WITNESS NAME (PRINTED)</b></p> <p>May 3, 2016  _____  <b>DATE</b></p>	<b>BY:</b>	<p>_____  <b>NAME (SIGNATURE)</b></p> <p>Jeffrey D. Rhodes, City Administrator  _____  <b>NAME (PRINTED), TITLE</b></p> <p>Administration  _____  <b>DEPARTMENT</b></p>
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**MARYLAND DEPARTMENT OF THE ENVIRONMENT**

**BY:** \_\_\_\_\_  
**HILARY MILLER, DIRECTOR**  
**LAND MANAGEMENT ADMINISTRATION**

\_\_\_\_\_  
**DATE**

**BY:** \_\_\_\_\_  
**WILLIAM KAMBERGER, DIRECTOR**  
**OFFICE OF PROCUREMENT & CONTRACT MANAGEMENT**

\_\_\_\_\_  
**DATE**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY.**

\_\_\_\_\_  
**ASSISTANT ATTORNEY GENERAL**

\_\_\_\_\_  
**DATE**

## Scope of Work Proposal – Attachment A

### Allegany County Electronics Collection and Recycling 2016/2017



#### Introduction

The Allegany County Commissioners, c/o the Allegany County Department of Public Works – Recycling and Solid Waste Division Allegany County in partnership with the, City of Cumberland, City of Frostburg, Town of Lonaconing, and Town of Westernport proposes to hold a “Back to School” Electronics Collection and Recycling Drop-off for a week starting Monday, September 26, 2016 – Sunday October 2, 2016 for Allegany County residents only. This would be a weeklong drop-off period for people to recycle electronics at several convenient locations and times. Allegany County would partner with the Municipalities and combine MDE Grant funding to keep this event affordable and convenient for residents.

The drop-off period will provide a discounted **flat rate of \$5.00 to recycle each television and will be free for all other electronics** from Allegany County residents only. All other electronics include: computers, computer monitors, floor model and table top copiers, microwave ovens, fax machines, VCR and tape players, camcorders, scanners and adding machines, medical electronic test equipment, stereo electronics, radios, electric typewriters, word processors, telephones, answering machines, calculators, cell phones, digital cameras, electronic types of games, laptop computers and other electronics to prevent their introduction into the municipal solid waste stream. The collection of these items not only saves valuable landfill capacity, but also protects public health and the environment from the potential effects of harmful metals and chemicals that may leach from electronics.

From 2002 through 2015 the Allegany County Department of Public Works have conducted special electronic collection events. Some of these events utilized funds from the Maryland Department of Environment while the other events were funded solely by Allegany County. The quantity of material diverted from the landfill totaled 307.13 tons from these collection events.

Year	E-cycled materials (tons)	Number of Collection Events
2002	17.61	2
2003	7.12	2
2004	14.67	2
2005	29.41	1
2006	8.78	4
2007	53.38	12
2008	39.02	6
2009	14.22	2
2010	48.78	2
2011	31.65	3
2012	29.09	2
2013	1.88	0
2014	11.52	0
2015	32.71	1
Total	307.13	

#### Objective

Through the provisions of the Statewide Computer Recycling Program under the auspices of the Maryland Department of Environment, Allegany County Government, along with the City of Frostburg, City of Cumberland, Town of Lonaconing and Town of Westernport request \$35,000 to hold a “Back-to-School” Electronics Collection week starting Monday, September 26, 2016 – Sunday, October 2, 2016 for Allegany County residents. This would be a weeklong drop-off period for people to recycle electronics at several convenient locations and times. Allegany County would partner with the listed Municipalities and combine MDE Grant funding to keep this event affordable and convenient for residents.

The drop-off period will provide a discounted **flat rate of \$5.00 to recycle each television and free of charge for all other electronics** from Allegany County residents only.

14.8% of Allegany County Residents are living in poverty, according to American Community Survey 2014 data. This is prohibiting residents with limited income to properly recycle items that are collected for a fee, especially TV's. Allegany County has had great success at holding free or reduced cost electronics recycling events.

## Allegany County Responsibilities

### 1) Workplan

#### Current Electronics Recycling

Three private vendors, Tech-Re UP, Staples and Penn-Mar collect and recycle electronics from Allegany County residents, but only Penn-Mar accepts Televisions, which has a fee of \$0.25/ pound. So for a Typical 27" Tube TV weighing 60 lbs. its \$15.00 to recycle. Participation has dropped-off according to weights provided by these recycling companies. It is believed that the cost associated with recycling CRT's at these private businesses is the reason.

Allegany County Government provides electronics recycling through a contracted recycler, Penn-Mar who subcontract JVS Environmental for proper electronics recycling. Penn-Mar is open Monday – Friday 8 am – 4 pm and accepts electronics for the following rates:

#### Penn-Mar Electronic Recycling Fees (customer pays)

Computer Monitors	\$10.00	Microwaves	\$5.00
Computer Towers	\$5.00	Televisions	\$0.25/ lb.

#### Proposed Grant Activity

Allegany County Department of Public Works will accept all electronic devices allowed by the agreement from JVS Environmental (see attachment B). We do not accept kitchen appliances, light fixtures, or electrical distribution components. The "Back to School" electronics collection is proposed to be held for a week starting Monday, September 26, 2016 – Sunday October 2, 2016 for Allegany County residents. This would be a weeklong drop-off period for people to recycle electronics the following manned sites.

#### Locations of Grant Activity

Locations	Dates/Times	Collection Container	TV Sticker Sold
Westernport Town Hall	Monday – Friday 8 am- 4pm	provide a lockable Gaylord box	No
Lonaconing Town Hall	Monday – Friday 8 am- 4pm	provide a lockable Gaylord box	No
Oldtown Refuse Site	Wednesday 10am – 6pm & Saturday 9am – 5pm	County owned lockable trailer for collection.	Yes
Flintstone Refuse Site	Thursday 10am – 6pm & Sunday 9am – 5pm	County owned lockable trailer for collection.	Yes
Little Orleans Refuse Site	Friday 10am – 6pm	County owned lockable trailer for collection.	Yes
Mountainview Landfill Drop-off	Monday – Friday 8 am- 4pm	County owned lockable trailer for collection.	No
Penn-Mar	Monday – Friday 8 am- 4pm + Extended hours Wednesday 4pm -7pm	NA Use Penn-Mar Facility	Yes

The main collection facility will be at the Penn-Mar Recycling Center, 975 Kelly Road, Cumberland, MD. This facility is contracted by the County to collect, process and report various other recyclable items and is located in the Riverside Industrial Park. We will have access to a large warehouse to collect, secure, palletize and load the collected items, along with adequate parking for JVS's trailers. It is our intent to conduct this special drop-off period to provide an easy and adequate disposal option for Allegany County residents.

#### Types of Electronics to be Collected and Recycled

**Accepted:** TV, Monitor, Flat Screen TV/Monitor, Computer Tower, Adding Machine, Stereo Electronics, Laptop, Calculator, Tape Player/Compact Disc, Computer Components, Typewriter, VCR/DVD Player, Scanner, Word Processor, Camcorder/Camera, Printer, Transparency Maker, Uninterruptible Power Supply, Copier, Phone/Cell Phone/Pager, NiCD Battery/Li-ion Battery, Fax Machine, Answering Machine, Alkaline Battery, Microwave Oven,

**Not Accepted:** Wooden Speakers, Vacuum Cleaners

## Cost to Residents

TV's will be \$5.00 to recycle. All other accepted items will be free of charge.

To help recover some costs to recycle TV's for this event, the County will sell \$5.00 orange stickers to residents at the following locations. This will eliminate some logistical hurdles at collection sites not set up to handle money. See the Location table for sites to sell TV stickers.

The following list are the current waste sticker vendors that will provide TV recycling stickers:

Barton:	Barton Town Hall, 19018 Legislative Road, 301-463-6347
Cumberland:	Allegany County Government - Finance Department, 701 Kelly Road, Monday - Friday, 8am - 4:30pm
Cumberland:	Naylor's Ace Hardware, 1350 West Industrial Boulevard, 301-777-9101
Flintstone:	Flintstone Refuse Disposal Site/Solid Waste Collection Area, 26707 National Pike
Frostburg:	Lil Corner Market, 217 East Main Street, 301-689-8733
Frostburg:	Rite Aid Pharmacy, 101 Bishop Murphy Drive, 301-689-2422
Grahamtown:	B & B Meats, 11329 Upper Georges Creek Road, 301-689-6225
LaVale:	CoGo's, 1064 National Highway, 301-729-8126
LaVale:	LaVale Pharmacy, 1221 National Highway, 301-729-3535
Little Orleans:	Little Orleans Refuse Site/Solid Waste Collection Area, 11306 Orleans Road South
Lonaconing:	D&D Pit N Go, 5721 Lower George's Creek Road SW, 301-463-2418
Lonaconing:	The Medicine Shoppe Pharmacy, 19 Main Street, 301-463-5757
Lonaconing:	Pit & Go, 15915 Lower George's Creek Road SW, 301-463-2432
Midland:	Midland Volunteer Fire Department, 14809 Railroad Street, 301-463-2511
Midland:	Pick N Go (formerly RG's), 14730 New George Creek Road, 301-463-6610
Oldtown:	Oldtown Refuse Site/Solid Waste Collection Area, 18622 Lower Town Creek Road

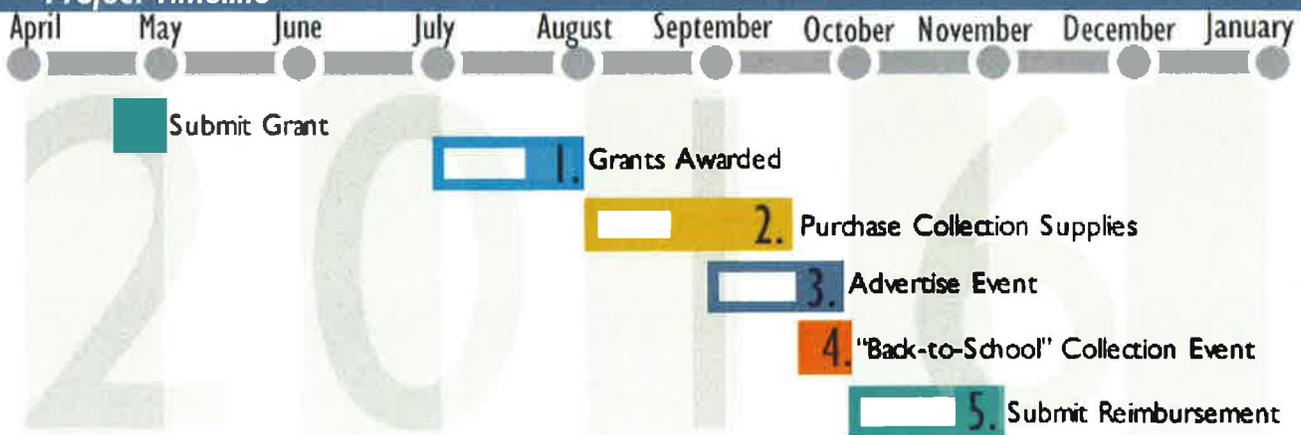
## Costs Estimates

See Attachment D for Cost estimate

Allegany County Estimates the "Back-to-School" Event will Cost a total of \$34,977.00, so the County and Municipalities would like to combine funding and request a total of \$35,000.00 from MDE for this event to collect electronics from the residents of Allegany County.

The manpower for this collection will be volunteers, County and Municipal employees, and Inmate Labor to man the drop off sites and help load and manage the collected items. Hauling costs, Forklift costs, Salaries and/or overtime wages, as applicable, will be paid through this grant funding as well as advertising and other incidental costs. We plan to purchase lockable Gaylord boxes for the town hall sites to collect the electronics, Attachment E.

## Project Timeline



April 29, 2016  
 July 2016  
 August 2016  
 September 2016  
 September 26 – October 1, 2016  
 November 1, 2016

Submit Grant  
 1. Grants Awarded  
 2. Purchase Collection Supplies – Lockable Gaylord Boxes  
 3. Advertise Event – Radio, Newspaper, Online, and Flyers  
 4. Hold "Back-to-School" Electronics Collection  
 5. Submit Request for Reimbursement

## 2) **Solid Waste Plan**

Allegany County's Solid Waste Plan has been revised to allow the Department of Public Works on behalf of the Allegany County to apply for grants up to \$40,000 under the provisions of MDE's Statewide Computer Recycling Program, Attachment C.

## 3) **Minimum Amount to Implement Scope of Work**

Allegany County Estimates the "Back-to-School" Event will Cost a total of \$34,977.00, so the County and Municipalities would like to combine funding and request a total of \$35,000.00 from MDE for this event to collect electronics from the residents of Allegany County.

- 1) *Funding Requested* \$15,000 (Allegany County)
  - 2) *Funding Requested* \$5,000 (City of Cumberland)
  - 3) *Funding Requested* \$5,000 (City of Frostburg)
  - 4) *Funding Requested* \$5,000 (Town of Lonaconing)
  - 5) *Funding Requested* \$5,000 (Town of Westernport)
- Total Requested for Allegany County - \$35,000*

## 4)

The Allegany County Department of Public Works, City of Frostburg, City of Cumberland, Town of Lonaconing and Town of Westernport agrees to pay for the cost of this event initially and then seek reimbursement from the Maryland Department of Environment.

## 5)

The Allegany County Department of Public Works, Recycling Coordinator will submit reimbursement requests to the Department on behalf of the County and Municipalities. This reimbursement request will detail proportions of the grant awarded and to be reimbursed to each municipality. If any, Allegany County and the participating municipalities will provide other reimbursement documentation that is necessary.

## 6)

The Allegany County Department of Public Works, Recycling Coordinator will submit the following with the reimbursement requests for the County and for the municipalities:

- a) Copies of all participating agencies IAA (Attachment F), workplan (Attachment A), and budget detail
- b) A status report, and all associated deliverables, for the period covered by the invoice, which shall detail the following: a comparison of actual costs incurred compared to the amount originally granted; details of activities undertaken; the total weight of CEDs collected during the period; the weight by category of the disposition of CEDs collected (i.e., reused, recycled, disposed); and who managed the disposition of the materials collected, including the names and addresses of contractors and subcontractors who handled the disposition ; and
- c) A detailed invoice, on County/ Municipal letterhead, that breaks down expenditures by approved budget categories (see "Invoice Summary Section" at the end of this paragraph 6.c. for a list of approved categories). The Department should be able to verify the individual budget category totals from the backup documentation submitted. The invoice shall include the County federal ID number, invoice number, and address for reimbursement. The following shall also be submitted with the invoice:
  - Copies of all contractor and subcontractor invoices and proof of payment itemizing and detailing costs incurred for the project; copies will be retained by the Department for audit purposes.
  - A schedule or salary allocation for all personnel costs; the County and all subcontractors must provide other evidence of manpower expenses, including timesheets, for the period of the grant so that the Department can verify personnel costs.
  - All receipts and proofs of payment for costs for which the County is seeking reimbursement from the grant, including, without limitation, all receipts and proofs of payment for equipment purchases, and any other receipts and proofs of payment required by the Department.

- Detailed cost breakdown (e.g., crane rental @ \$50/hour for 5 hours = \$250 or crane rental @ \$250/day for 1 day = \$250; in both cases, reporting simply "crane \$250" will be deemed insufficient) and proof of payment for rental equipment or services.
- An explanation of expenditures identified in a non-budgeted category.
- Other support documentation necessary to justify that grant commitments have been satisfied and to support the line item totals in the invoice.

**7)**

Allegany County Department of Public Works will retain and maintain all records and documents relating to the grant for five years after final payment by the Department or for any other applicable statute of limitations, whichever is longer. Copies of this material will also be provide to the Municipalities.

**8)**

Allegany County Department of Public Works will available for inspection upon request by the Department or its authorized representative(s) all records relating to the grant; promptly grant access to County facilities to the Department or its authorized representative(s) for review of documents, to obtain information, and to conduct interviews of County personnel. Copies of this material will also be provide to the Municipalities.

**9)**

Allegany County, City of Cumberland, City of Frostburg, Town of Lonaconing and Town of Westernport will separately accept payment by the Department twice during the grant term in accordance with the terms of the gran, without charging for lateness in pay met by the Department.

**10)**

Allegany County Department of Public Works will submit a written justification in response to any charges that have been denied by the Department, and will provide this service on behalf of the participating municipalities.

**11)**

The following Grant Manager will be the representative to resolve any disputes regarding work performance or invoice discrepancies.

### **Grant Manager**

- 1) *Name* Siera Wigfield
- 2) *Title* Planner
- 3) *Address* 701 Kelly Road, Suite 300, Cumberland, MD 21502
- 4) *Phone* 301-876-9563
- 5) *Email* SWigfield@alleganygov.org

**12)**

Allegany County Department of Public Works will submit a Final Report to the Department within 45 calendar days (i.e., May 15, 2017) after the end of the grant period detailing: final costs; a comparison of final costs incurred compared to the amount originally granted ; details of activities undertaken; the total weight of CEDs collected during the grant period; the weight by category of the final disposition of CEDs collected (i.e., reused, recycled, disposed); and who managed the materials collected, including the names and addresses of contractors and subcontractors who handled the disposition; and a comparison of tonnages collected under the grant to tonnages collected in the period immediately preceding the start of the grant (same timeframe). Payment of the final invoice shall be withheld until the Final Report is received and accepted by the Department. Allegany County Department of Public Works will provide this service on behalf of the participating municipalities.



# CITY OF CUMBERLAND MARYLAND

April 27, 2016

Hilary Miller, Director  
Land Management Administration (LMA)  
Maryland Department of the Environment  
1800 Washington Blvd., Suite 610  
Baltimore, MD 21230-1719

Dear Ms. Miller:

The City of Cumberland expresses support of Allegany County's application for the Electronics Collection and Recycling 2016/2017 event.

The City of Cumberland is committed to participating in the recycling collection event and the MDE application process jointly with Allegany County; however, the Interagency Agreement between the City of Cumberland and MDE cannot be legally executed until an Order is approved at a regular Mayor and City Council meeting. The next regularly scheduled Council meeting will take place on May 3, 2016.

At this time we are requesting that MDE accept the application as coordinated by Allegany County including this letter and the City of Cumberland's accompanying scope of work as the City's commitment to participating in the collection event and grant application process.

**MAYOR**  
BRIAN K. GRIM

**COUNCIL**  
NICOLE ALT-MYERS  
SETH D. BERNARD  
DAVID J. CAPORALE  
RICHARD J. CIONI, JR.

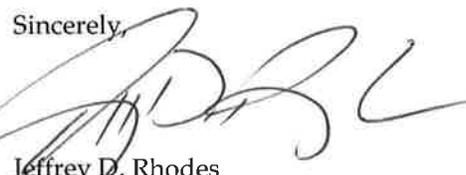
**CITY ADMINISTRATOR**  
JEFFREY D. RHODES

**CITY SOLICITOR**  
MICHAEL SCOTT COHEN

**CITY CLERK**  
MARJORIE A. WOODRING

The City's Environmental Specialist, Raquel Ketterman, will forward the executed Interagency Agreement to Allegany County and MDE following approval of the Order for the execution of the agreement at the May 3, 2016 Council meeting. Please feel free to contact Raquel at 301-759-6604 if you should have any questions about the execution of the agreement or the City's proposed participation in the recycling collection event.

Sincerely,



Jeffrey D. Rhodes  
City Administrator

Enclosure



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 [www.cumberlandmd.gov](http://www.cumberlandmd.gov)  
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

Item # 13



Regular Council Agenda  
May 3, 2016

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**Description**

Order approving the sole source proposal of Apparatus Repair and Engineering, Inc. for the rebuild of a Peerless backwash pump at the Water Filtration Plant, in the estimated lump sum price of \$47,744.00

**Approval, Acceptance / Recommendation**

It is the Engineering Department's recommendation to award the sole source proposal from Apparatus Repair & Engineering, Inc. in the estimated lump sum price of \$47,744.00, which includes labor and materials. This work will include disconnecting the existing pump and motor, removing the pump, disassembling and cleaning the pump, reassembling a new Peerless Bowl Assembly, reconnecting the pump and motor, establishing proper rotation, performing a test run, and confirming operation.

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

\$47,744.00

**Source of Funding (if applicable)**

002.299XM.63000

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

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

DATE: May 3, 2016

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

THAT, the sole source proposal of Apparatus Repair and Engineering, Inc., 90 W. Lee Street, Hagerstown, Maryland 21740, to provide a rebuild of a Peerless backwash pump at the City of Cumberland Water Filtration Plant, be and is hereby approved in the estimated lump sum price of Forty-seven Thousand, Seven Hundred Forty-four Dollars and No Cents (\$47,744.00).

---

**David Caporale**  
**Acting Mayor**

Source of Funding:  
002.299XM.63000



## Apparatus Repair & Engineering, Inc.

Mr. Paul De Palatis  
 City of Cumberland  
 P.O. Box  
 Cumberland, MD 21501-1702  
 Re: WFP Backwash Pump Repair

April 19, 2016  
 CRQ802281b

Mr. De Palatis,

We are pleased to offer the following proposal to repair a Peerless backwash pump located at the Bedford Filtration Plant.

### AR&E scope of work as follows:

Re-build the existing pump with a new bowl assembly. Includes a new impeller and also reduces repair time.

- a. Mechanically and electrically disconnect the existing pump and motor.
- b. Rig out the pump (Crane truck provided by AR&E).
- c. Transport pump to AR&E's shop.
- d. Disassemble and clean the pump components.
- e. Provide and assemble a new Peerless Bowl Assembly (parts detail on page-2).
- f. Mate Bowl Assembly with existing Column and Discharge Head.
- g. Transport back to the plant rig the pump back in place.
- h. Mechanically and electrically re-connect the pump and motor.
- i. Establish proper rotation.
- j. Test run and confirm operation.

**Total Price including labor and material \$47,744.00**

### Notes:

1. Freight costs from Peerless to AR&E are not included. Estimated at \$600-\$1000.
2. Peerless has quoted shipment as 14 weeks after release.
3. Pricing is firm for 30 days.
4. Peerless is requiring a downpayment and the balance at delivery, therefore AR&E is requesting the following payment schedule-
  - a. 25% of the pump valve at receipt and release of a City of Cumberland purchase order.  
\$10,717.00
  - b. Peerless pump delivered to AR&E.  
\$28,779.00
  - c. Balance at completion of the project.  
\$8,248.00

Thank you for this opportunity to be of service to you and we look forward to your response. If any questions arise, or if any clarifications are necessary, please feel free to contact us at 800-592-3100. You may also reach me on my cell phone at 301-667-5491.

## Apparatus Repair & Engineering, Inc.

Dave Payne,



Sales Representative

### **Peerless Vertical - model 20HH**

Flow 6100(US gpm). Head 54(ft). 82.7Eff. (%). Power 103.1(hp). Speed 1180(RPM)  
Liquid, water. Temp. 68(°F). 1.0Sp. Gravity. 1.007Visc. (cSt)  
Dia. 13.3(inch)

<u>qty</u>	<u>PARTS DESCRIPTION</u>
1	20HH, 1 Stage Bowl Assembly, Material Group A , Flanged Column 16/1.5, L6, Suction Bell, Flanged Discharge Bowl, OLS.
1	Impeller, trimmed, surface finish Ra75, vane exit Fig 2-0.063
1	Top Bowl
2	Collar, Sand, lower and upper
12	Fastener, Bowl, Standard Material
12	Fastener, Bowl / Column
12	Nut, Fastener
1	Gasket, Bowl / Column
1	Dynamic Balanced Impeller
1	Charge for Polishing (Premium Efficiency)
1	Charge for Filing (Impeller Performance in Extendend Range)
2	Ring, Split, Impeller, Standard Material 303ss
1	Key, Impeller, Standard Material 303ss
1	Retainer, Split Ring, Std. Material Bronze
2	Screw, Retainer, Split Ring, Standard Material 18-8ss
1	Ring, Seal, Lateral
1	Suction
1	Plug, Pipe (Suction)
1	Strainer, Basket, Material Zinc-Galvanized Steel
1	Shaft, Pump, D = 2.19 inch, step down to 1.50 inch, L = 41.9 inch, Keyed, Material 416ss
1	Coupling, Threaded, Shaft, 410ss
1	Shaft, Line, Diameter 1.50 inch, Material 416ss
1	Painting - Coating
1	Epoxy coating Class I of bowl assembly, External (add 2 weeks lead time to bowls)
1	Name Plate Pump Data taped to bowl shaft for mounting on discharge head
1	Laboratory Performance Test, non-witnessed (increases lead time of bowl assembly by 1 week!)
1	Tolerance Type: ANSI/Hyd Inst 2B, 3B Std
1	NO Curve Approval required prior to shipping
1	Test Units US
1	Column Bearing and Lock Ring (MD)
1	5" LG 1.50"D 416SS Shafts (MD)
2	410SS Shaft Couplings (MD)
1	Packing (MD)
1	Stuffing Box Glands (MD)
1	Packing Container Bearing Sleeve (MD)
1	Engineering, Documentation and Project Management (MD)
1	NOTE Replacements for Pump S/N 248043 (MD)

Item # 14



Regular Council Agenda  
May 3, 2016

---

**Description**

Order approving the waiver of the building permit fees associated with the construction of the new Allegany County Animal Shelter

**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: May 03, 2016

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

THAT, the building permit fees associated with the construction of the new Allegany County Animal Shelter to be located at the north end of Furnace Street be and are hereby waived.

---

**David Caporale**  
**Acting Mayor**



**Allegany County  
Animal Shelter**

MANAGEMENT FOUNDATION

P.O. Box 566  
Cumberland, MD 21501-0566

September 25, 2015

Cumberland Mayor and City Council  
c/o City Administrator Jeff Rhodes  
City Hall, 57 North Liberty Street  
Cumberland, Maryland 21502

Dear Mr. Rhodes,

I am writing to request that the Mayor and City Council give consideration to waiving tap and permit fees involved in the upcoming construction at the Allegany County Animal Shelter. Phase One of the project is located on County property at the north end of Furnace Street near the current animal shelter. The Shelter Management Foundation has accumulated \$417,000 in funding for this phase from State and Federal grants and private donations.

Construction and engineering drawings for Phase One of our revised building plan have been submitted to David Cox's office. Allegany County Engineering Department is completing a subdivision plan for the Furnace Street property and our architects are preparing to take the project to bid this Fall.

Direct benefits to the general community and the City of Cumberland for this project are numerous, including greatly improved conditions for animals being housed prior to foster, adoption or rescue, a modern pleasant environment for staff, volunteers and the general public - and eventual creation of an outdoor dog park and wooded pet walking trails as part of campus atmosphere. The operation of this new facility is also planned to create the equivalent of five full time jobs, employed by our Foundation in the operation of the facility.

Our lead professional resource for architectural, engineering and construction services is Stoiber and Associates in the District of Columbia. Representatives of the firm have been in touch with city staff and have submitted detailed construction plans.

The ACAS Management Foundation and our contractors are available at your convenience to answer any questions or provide any materials needed for your consideration of our request. We can be reached during business hours by calling 301-724-2450 at McClarran and Williams.

With thanks in advance for your consideration, I remain,

Sincerely yours

Tina Rafferty  
President



Regular Council Agenda  
May 3, 2016

---

**Description**

Order approving a Certificate of Satisfaction acknowledging that the indebtedness secured by a Repayment Agreement / Promissory Note regarding 218 Williams Street made by Brian Miller and dated February 26, 2007 has been fully paid and satisfied

**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: May 03, 2016

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

**THAT**, the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the debt secured by a Repayment Agreement / Promissory Note made by Brian Miller unto the Mayor and City Council of Cumberland, Maryland pertaining to 218 Williams Street and dated February 26, 2007 (Allegany County Land Records Book 1343, Page 443) has been fully paid and satisfied and that the lien is hereby released.

---

**David Caporale**  
**Acting Mayor**

**CERTIFICATE OF SATISFACTION**

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Repayment Agreement/Promissory Note made by Brian Miller unto the Mayor and City Council of Cumberland, Maryland dated February 26, 2007 and recorded among the Land Records of Allegany County, Maryland in Book 1343, Page 443 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Repayment Agreement/Promissory Note , and that the lien of the Repayment Agreement/Promissory Note is hereby released.

WITNESS the hand and seal of the holder of the said Repayment Agreement/Promissory Note this \_\_\_\_ day of May, 2016.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF  
CUMBERLAND

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

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

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian K. Grim, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

WITNESS my hand and Notarial Seal the day and year first above written.

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

My Commission Expires:

\_\_\_\_\_

BOOK 1363 PAGE 443

REPAYMENT AGREEMENT/PROMISSORY NOTE

This Repayment Agreement/Promissory Note is made this 26th day of February, 2007, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, (the "Lender") and the undersigned (the "Borrower"), Mr. Brian Miller.

WITNESSETH: That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Borrower hereby agree as follows:

The Lender is providing the Borrower with funds in the amount of Fifteen Thousand Dollars (\$ 15,000 ) to assist the property rehabilitation. The Source of funds for the Subsidy is the Community Legacy Program of the City of Cumberland.

- The funds are awarded as a deferred loan, repayable at 0% interest;
- 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 Loan Agreement, 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.
- In the case of a refinancing, an amount equal to a pro rata share of the loan shall be repaid to the Lender from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, as described in these four paragraphs; and
- The obligation to repay the loan to the Lender shall terminate after any foreclosure.

If the Borrower sells or refinances the Property described as 218 Williams Street Cumberland, Allegany County, Maryland, (the "Property"), Borrower shall provide notice of such sale or refinance to the Lender. If Borrower sells, refinances, rents or misuses the funds loaned hereunder in any other way, the Lender may recapture the loan from the Borrower ("Event of Recapture"). If an Event of Recapture occurs, the Borrower promises to repay to the Lender in an amount equal to the loan.

This Repayment Agreement/Promissory Note is secured by a Deed of Trust of even date herewith, and recorded among the Land Records of Allegany County, Maryland, from the Borrower to certain Trustees for the benefit of Lender, conveying to the Trustees all of Borrower's right, tile and interest in the Property.

This Repayment Agreement/Promissory Note shall be construed in accordance with the laws of the State of Maryland.

BORROWER/CO-BORROWER:-

Brian Miller  
Brian Miller

Charles M. McKinney  
(witness)

Property Address: \_\_\_\_\_

Telephone Number: (Day) 240-727-7146  
(Evening) 301-727-0644

STATE OF MARYLAND  
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 26th day of February, 2007, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany, personally appeared Brian E. Miller known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the foregoing Repayment Agreement/Promissory Note, and acknowledge the said Repayment Agreement/Promissory Note to be his/her act and deed.

Witness my hand and notarial seal.

Carolyn A. Martin  
Notary Public

My Commission Expires: 9/1/09.

BOOK 1 315 2 PAGE 44 9

**CITY OF CUMBERLAND DEFERRED LOAN AGREEMENT**

THIS AGREEMENT, is made this 26th day of February, 2007, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter referred to as "Lender"), and Brian Miller (the "Borrower") and Michael Scott Cohen ("Trustee").

**WITNESSETH**

**WHEREAS**, the Mayor and City Council is committed the revitalization of the community and to the goals of the Smart Growth initiatives; and

**WHEREAS**, the mission statement of the Mayor and City Council is to make Cumberland "an Excellent Place to Live, an Enjoyable Place to Visit, and a Supportive Place to Build a Profitable Business"; and

**WHEREAS**, the City of Cumberland has identified strategies and projects that will assist in implementing a broad-based revitalization strategy for the community through such documents as the Community Legacy Plan of Action and the Comprehensive Plan; and

**WHEREAS**, the Mayor and City Council have demonstrated their commitment to the revitalization of city neighborhoods by enacting incentive programs to encourage new development, as well as for the reinvestment in existing infrastructure and neighborhoods; and

**WHEREAS**, the City of Cumberland has been identified as a Priority Funding Area within the State of Maryland; and

**WHEREAS**, the Owner submitted an application to the Rolling Mill Commercial Code Compliance Program and has met all criteria established for that program;

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH:** That the Borrower, in consideration of the loan of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) at ZERO PERCENT (0%) INTEREST (the "Loan) and other good and valuable considerations the receipt of which is hereby acknowledged, the Owner hereby grants and conveys unto the City a rehabilitation easement and does hereby subject the property known as 218 WILLIAMS STREET and more particularly described on the attached Attachment 1 which is incorporated herein and made a part hereof (the "Property") to the claim of the City for repayment of the Loan pursuant to the terms and conditions hereinafter set forth, including all exhibits:

\*\*\*\*\*

IMP FD SURE \$ 20.00  
RECORDING FEE 75.00  
TOTAL 95.00  
Rec# AL01 Acct # 59885  
DL HLH Bk # 347  
Mar 06, 2007 01:21 PM

BOOK 1 3 5 3 PAGE 4 4 5

**LOAN AGREEMENT CONDITIONS  
ROLLING MILL COMMERCIAL CODE COMPLIANCE PROGRAM**

1. Borrower's Matching Funds: Borrower's Project Coordinator.

(a) In consideration of the various obligations to be undertaken by Borrower pursuant to this Agreement, Lender agrees to provide Borrower with funds in an amount not to exceed \$15,000.00 (the "Loan"). Borrower agrees to use the Loan only for the activities set forth and described in Exhibit A of this Agreement.

(b) Borrower agrees to allocate and provide funds in an amount not less than the amount of the Loan ("Borrower's Match"), which funds shall be used exclusively by Borrower to pay for its share of the activities described in the Borrower's Rolling Mill Commercial Code Compliance Program application (Exhibit A). Funds shall be sufficient to complete the project according to the scope of work provided.

2. Project Schedule.

(a) Borrower shall commence and diligently pursue completion of the Project in accordance with the scheduled commencement and completion dates of this Agreement. According to the terms of this agreement construction must be completed by June 30, 2007. Lender may cancel the Loan and withhold any funds not yet disbursed if the Borrower has not expended the full amount of the Loan by the completion date.

(b) Lender cannot extend the completion date. If circumstances beyond the control of the Borrower occur which impact the timeline of the project, the Borrower must notify the Lender immediately in writing so that a decision can be rendered as how the problem will affect funding.

3. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to Lender shall be mailed to:

Kathy McKenney  
Historic Planner/Preservation Coordinator  
City of Cumberland  
P.O. Box 1702  
Cumberland, MD 21502

or such other person or address as may be designated by the Lender.

(b) Communications to Borrower shall be mailed to:

Mr. Brian Miller  
425 Braddock Street  
LaVale, MD 21502

4. Term of Agreement. Unless sooner terminated pursuant to Section 3 of this Agreement or by the mutual consent of Borrower and Lender, this Agreement shall remain in effect until Borrower's Project has been completed, the final amounts of the Loan have been disbursed, all reports and records due by the Borrower to the Lender have been submitted and approved by the Lender and there has been a final settlement and conclusion between Lender and Borrower of all issues arising out of the Loan. **The City of Cumberland reserves the right to recapture any or all of the loan should the borrower fail to comply with any part of the loan agreement.**

BOOK 1 3 1 3 PAGE 14 8

## EXHIBIT A

### SCOPE OF WORK AND TIMETABLE

#### SCOPE OF WORK

The Borrower shall implement improvements to 218 Williams Street including the work items and materials list as shown below, as submitted by the owner in the Rolling Mill Commercial Code Compliance Program application. Those items that are included as allowable project expenses for reimbursement with loan funds from this program are those that are being utilized in the redevelopment of these items only.

The scope of work includes:

- Installation of new roof decking, roof drain, and new rubber roof
- Installation of new duct work and air conditioning system to extend service to additional rooms in the facility
- Installation of a commercial glass entrance door to replace the existing door. The proposed door is to have a dark bronze aluminum finish and bronze tempered glass
- Replacement of four windows on the front façade with new units to feature aluminum framing and trim with a dark bronze finish and bronze tinted glass
- Replacement of three windows on the rear facade with new units to feature aluminum framing and trim with a dark bronze finish and bronze tinted glass

#### TIME SCHEDULE

Construction must be completed by June 30, 2007.

Lender may cancel the Loan and withhold any funds not yet disbursed if the Borrower has not expended the full amount of the Loan by the completion date.

BOOK 11 131 &amp; 1 PAGE 44 71

## EXHIBIT B

### PROJECT BUDGET

The Borrower has submitted an estimated project budget, based on approximate costs received as of the October 19, 2006 application submission date. This budget has been provided in the original application and pertains to the scope of work included above within Exhibit A, or the project scope of work and will be considered as the project budget. This information is to be considered approximate; however the maximum available loan award will remain at \$15,000.00 even if costs are greater or less than the estimated costs on the budget form. **Note that recording costs for the deferred loan agreement will be deducted from the \$15,000.00. A notice of this amount will be sent to the Borrower upon recordation of the document.**

BOOK 1 3 10 2008 14 41 9

## EXHIBIT E

### SPECIAL CONDITIONS

1. Provided that the Borrower has complied with the provisions of this Agreement, the Lender shall make payment to the Borrower on the following schedule, contingent upon receipt of progress reports and completion of a Disbursement Request Form:
  - a. Disbursements – The Borrower may ask for up to three reimbursements for each contractor working on the project (at the start, middle, and completion of the project). Invoices may be submitted by the contractor to the City of Cumberland with the Borrower's approval. Details of completed work must accompany the request for reimbursement. An inspection will be scheduled prior to issuance of disbursement.
  - b. **Please note that disbursements may take 30 days or more to be issued. The timing of the disbursements will depend on the speed in which payment is received by the City of Cumberland from the State of Maryland. This funding will not be requested by the City until the borrower has submitted a request containing all needed details and documentation.**
  - c. If the Borrower should ensure that all contractors working on the project are listed as vendors with the City of Cumberland. If not, he/she will need to complete the New Vendor Form and W-9 IRS form. These forms are available on the City of Cumberland's website at <http://www.ci.cumberland.md.us/citygovt/vendor/vendor.html>. This information must be completed prior to the issuance of all requests for payment
  
2. An "Acknowledgement of Support" must be made in connection with the publication of any material (including video and/or slide/tape productions) or installation of any exhibits, developed with the assistance of Community Legacy funds from the City of Cumberland. The following statement must be incorporated into any material developed by the borrower for the project, "This project has been made possible, in part, though the use of funds provided by the City of Cumberland and the State of Maryland's Community Legacy program."
  
3. The disbursement of loan funds is contingent upon the following conditions. Failure to meet the following conditions will result in recapturing and reallocation of the award:
  - a. A licensed contractor must be utilized through completion of the project.
  - b. **All financing relative to the project must be secured within 45 days of the date of the loan agreement.** Documentation must be provided to the City of Cumberland once financing has been secured.
  - c. **All permits necessary to the project must be secured prior to the commencement of any work.** These include occupancy permits, building permits, electrical permits, plumbing permits, and Certificate of Appropriateness.
  - d. **All projects must be reviewed and approved by the Maryland Historical Trust and the Maryland Codes Administration Office prior to the commencement of construction.** The City of Cumberland's Department of Community Development will send all related project information to the appropriate officers in order to process these requirements. The review by the Maryland Historical Trust is for compliance to the Secretary of the Interior's Standards for Rehabilitation and is a separate review process from the Heritage Preservation Tax Incentive Program.
  - e. **The Borrower should not begin construction on the project until a notice to proceed has been sent by the City of Cumberland's Department of Community Development.**

BOOK 1363 PAGE 451

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

WITNESS:

Kathleen M. McKenney      Brian E. Miller

Kathleen M. McKenney      Brian E. Miller

STATE OF MARYLAND  
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of February, 2007, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany, personally appeared Brian E. Miller 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: 9/1/9.

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.

Michael Scott Cohen  
Michael Scott Cohen

ATTACHMENT A

BOOK 1 343 3 PAGE 4 5 2

## ATTACHMENT 1

218 Williams Street, Cumberland, Maryland 21502

THIS DEED made this 1st day of November, 2004, by and between Edward Wolfe, Grantor, Attorney-in-Fact for Katherine Wolfe, Grantor and Brian E. Miller and Linda J. Miller, husband and wife, Grantees.

WITNESS that for and in consideration of the sum of Eighty-Seven Thousand Three Hundred Forty Dollars (\$87,340.00) and other good and valuable consideration paid by the Grantees unto the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby give, grant, bargain and sell, release, convey and confirm unto the said Grantees their hereunto assigns:

**PARCEL ONE:** ALL that part or parcel of ground located on Williams Street, Cumberland, Allegany County, Maryland, and more particularly described as follows:

**BEGINNING** at a point on a concrete curb which stands at the northwestern corner formed by the intersection of Williams Street with an Alley, thence along and with said alley North 8 degrees 20 minutes and East 71 feet; thence North 80 degrees 30 minutes West 40-88/100 feet; thence South 9 degrees 30 minutes West 34 feet; thence North 82 degrees 07 minutes West 11 feet; thence South 9 degrees 30 minutes West 40-32/100 feet; thence South 82 degrees 35 minutes East 19-4/10 feet; thence South 84 degrees 59 minutes East 34-7/10 feet to the place of beginning.

IT BEING the same property conveyed unto Edward Wolfe, et ux, by deed of Wilhelmina Malamphy, et al, dated March 29, 1961 and recorded in Deeds Liber 233, folio 561 among the Land Records of Allegany County, Maryland. Edward Wolfe has departed this life, vesting sole interest in this property unto Katherine Wolfe by operation of law.

**PARCEL TWO:** ALL that lot or parcel of land lying and being in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

**BEGINNING** at a point on the North side of Williams Street, distant Easterly 115-7/10 feet from the southwest corner of Michael J. Malamphy's brick house (Northeast corner of Park and William Streets) and also North 63-1/2 degrees West 179-1/2 feet from the Northwest corner of the foundation wall of the brick home now or formerly owned by one Warnick, standing on the South side of Williams Street, and running thence with said Williams Street South 82-2/3 degrees East 51 feet, then at right angles to said street North 7-1/3 degrees East 95 feet to an alley; and with it South 86-1/2 degrees West 46-1/2 feet to an alley; then South 11 degrees West 58-1/2 feet to the beginning.

IT BEING the same property conveyed unto Edward Wolfe and Katherine Wolfe by deed of Donald L. Knieriem and Mary E. Knieriem dated December 15, 1973 and recorded in Deeds Liber 467, folio 873 among the Land Records of Allegany County, Maryland. Edward Wolfe has departed this life, vesting sole interest in this property unto Katherine Wolfe by operation of law.

FORM 1-3-2014 4 5 3

State of Maryland Land Instrument Intake Sheet

Baltimore City  County: Allegheny

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)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached:				
		<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other	
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale	
		Arms-Length (1)	Arms-Length (2)	Arms-Length (3)	Length Sale (9)	
3	Tax Exemptions (if Applicable)	Recordation	<u>City of Cumberland</u>			
		State Transfer				
4		Consideration Amount		Finance Office Use Only		
4	Consideration and Tax Calculations	Purchase Price/Consideration	\$	Transfer Tax Consideration	\$	
		Any New Mortgage	\$	X ( ) % =	\$	
		Balance of Existing Mortgage	\$	Less Exemption Amount	\$	
		Other	\$ <u>15,000.00</u>	Total Transfer Tax	=	\$
		Other	\$	Recordation Tax Consideration	\$	
		Full Cash Value	\$	X ( ) per \$500 =	\$	
5		Amount of Fees		Doc. 1	Doc. 2	
5	Fees	Recording Charge	\$ <u>75.00</u>	\$	Agent	
		Surcharge	\$ <u>20.00</u>	\$	Tax Bill	
		State Recordation Tax	\$	\$		
		State Transfer Tax	\$	\$	C.R. Credit	
		County Transfer Tax	\$	\$		
		Other	\$	\$	Ag. Tax/Other	
		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).	District	<u>22</u>	Property Tax ID No. (3)	<u>015354</u>	
		Grantor Label/Folio	<u>1124/569</u>	Map	<u>105</u>	
		Parcel No.	<u>7075E</u>	Var. LOG	<input type="checkbox"/> (5)	
		Subdivision Name		Lot (3a)		
		Block (3b)		Sect/AR (3c)		
		Plat Ref.		SqFt/Acreage (4)	<u>1,584.00</u>	
Location/Address of Property Being Conveyed (2)						
<u>218 Williams Street Cumberland, MD 21502</u>						
Other Property Identifiers (if applicable)						
Water Meter Account No. <u>25004009</u>						
Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						
Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						
If Partial Conveyance, List Improvements Conveyed:						
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:	<u>Kathy McKenney</u>			
		Address:	<u>City of Cumberland</u> <u>511 N. Lord Street, P.O. Box 1102</u> <u>Cumberland, MD 21502</u>			
11		IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER				
Assessment Information		Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal residence? Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify: _____ Yes <input checked="" type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).				
Assessment Use Only - Do Not Write Below This Line						
Terminal Verification		Appraisal Verification		Whole		
Transfer Number:		Date Received:		Deed Reference:		
Year	<u>20</u>		<u>20</u>			
Land		Doc.		Map		
Buildings		Zone		Grid		
Total		Use		Parcel		
		Town Cd		Ex. S.		
REMARKS:						

Signatures Required in County Verification

Distribution: White - Clerk's Office  
 Canary - SDAT  
 Pink - Office of Finance  
 Solenoids - Property  
 400 CC-307 6/93



Regular Council Agenda  
May 3, 2016

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**Description**

Order declaring certain City-owned vehicles and equipment to be surplus and authorized for sale or trade-in

**Approval, Acceptance / Recommendation**

Budgeted

1st Reading

2nd Reading

3rd Reading

**Value of Award (if applicable)**

**Source of Funding (if applicable)**

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

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

DATE: May 3, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

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

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

**IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT** the following vehicles are hereby declared to be surplus property in accordance with the provisions of Section 1 of the City Charter and are hereby authorized for sale or trade-in:

- |    |                             |                        |
|----|-----------------------------|------------------------|
| 1) | 1994 Ford F700 Dump Truck   | VIN #1FDNK74C1RVA23344 |
| 2) | 2000 Ford F650 Dump Truck   | VIN #3FDNF6585YMA27768 |
| 3) | Caterpillar Track Dozer/Hoe | Serial #78U2684        |
| 4) | Galion Road Grader          | Serial #5297           |
| 5) | Bobcat Backhoe Attachment   | Serial #584103204      |
| 6) | Miller Big 40 Welder        | Serial #71-567616      |

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**David Caporale**  
**Acting Mayor**



Regular Council Agenda  
May 3, 2016

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**Description**

Order approving the submission of a request to the Department of Housing and Community Development for 2016 CDBG entitlement funding in the amount of \$730,431

**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: May 03, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the attached requests for Community Development Block Grant (CDBG) funding be and is hereby approved for submission to the Department of Housing and Community Development for 2016 CDBG entitlement funding in an amount totaling Seven Hundred Thirty Thousand, Four Hundred Thirty-one Dollars (\$730,431.00); and

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**David Caporale**  
**Acting Mayor**

**Attachment: 2016 Proposed CDBG Projects**

<b>2016 Proposed CDBG Projects Name</b>	<b>Proposed Funding</b>
<b>Housing/Rehabilitation</b>	
CNHS Closing Cost Grant Program	\$32,000
HRDC Rental Rehab (3 units)	\$24,200
JFV Sidewalk Replacement	\$38,750
Goethe St Housing Rehab/Neighb Revit	\$133,476
Subtotal	\$228,426
<b>PublicFacilities /Infrastructure Improvements</b>	
YMCA lower level rehabilitation-phase 2	\$67,981
Salvation Army 2 ADA bathrooms	\$12,000
Villa Maria Roof Replacement	\$14,000
Goethe St Sidewalk Revit Project	\$51,611
FAI Facility Rehab-Phase 2	\$64,034
Cavanaugh Facility Renovations	\$73,879
16-18 Arch Street/Transitional Shelter Rehab	\$21,500
Subtotal	\$305,005
<b>Administration/Planning</b>	
Administration	\$135,000
Transportation Plan	\$10,000
Subtotal	\$145,000
<b>Public Services</b>	
Transportation Programs	\$9,000
HRDC Emerg Homeless Prevention	\$14,000
Laura's Anchor Homeless Programs	\$7,000
HRDC Denture Clinic	\$6,000
Short Term Prescription Prog	\$5,000
Fair Housing Outreach/Educ Programs	\$11,000
Subtotal	\$52,000
TOTAL	\$730,431
PI(Projected)	\$0
Total 2016 Allocation	\$730,431