



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Regular Meeting
City Hall

DATE: May 03, 2022

OPEN SESSION

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of the closed meetings held April 26 and May 3, 2022

Presentations

1. Presentation of the 2021 Planning Commission Annual Report

Proclamations

1. Proclaiming the week of May 9 - 14 as Salvation Army Week in Cumberland

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for February, 2021

Approval of Minutes

1. Approval of the Closed and Work Session Minutes of December 21, 2021, and the Regular Session Minutes of January 4, 2022

Public Hearings

1. Public Hearing to receive comment on the City's intent to not adopt the 2022 Constant Yield Tax Rate and to readopt the current real property tax rate of \$1.0595 per \$100 of assessment

Unfinished Business

(A) Ordinances

1. Ordinance 3910 (*2nd and 3rd readings*) - accepting the bid from C3 Home Renovations LLC in the amount of \$52,963.40 for the purchase of City-owned surplus property at 502 Regina Avenue, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV. No other bids were received.
2. Ordinance 3911 (*2nd and 3rd readings*) - accepting the bid from Richard A. Pravlik in the amount of \$2,000 for the purchase of City-owned surplus property at 309 S. Cedar Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids
3. Ordinance 3912 (*2nd and 3rd readings*) - accepting the bid from Del and Del Allegany Properties LLC in the amount of \$3,500 for the purchase of City-owned surplus property at 107/109 S. Allegany Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids

New Business

(A) Ordinances

1. Ordinance 3913 (*1st reading*) - to amend Section 25-23 of the City Code to establish a definition for "Gambling Facility" and to amend the Use Regulation Table in Section 25-132 to incorporate the "Gambling Facility" use into its terms (ZTA #22-01)
2. Ordinance 3914 (*1st reading*) - to amend Section 11-132 of the City Code pertaining to gambling to legalize fantasy competitions and sports wagering

(B) Orders (Consent Agenda)

1. Order 27,001 - authorizing the acceptance of the recommendation of the Historic Preservation Commission (HPC) of a Historic District Tax Incentive Program property tax credit for 224 Washington Street in the amount of \$2,900.45, which is 10% of the eligible project costs of \$29,004.46
2. Order 27,002 - authorizing the sole source purchase of a New 2022 Ford F150 Super Cab XL Pickup from Diehl's Ford in an amount not-to-exceed \$37,220, with government rebates offered by the seller, in accordance with City Code Section 2-171 (d)(3)
3. Order 27,003 - authorizing execution of a Collective Bargaining Agreement with the AFSCME, AFL-CIO, Local #1715, pertaining to certain employees in the general trades and labor, and clerical/technical classifications of the City, for the term May 3, 2022 through June 30, 2025
4. Order 27,004 - authorizing execution of a Contract of Sale with Cumberland Ventures, LLC, regarding the City's purchase of certain parcels of land in the area of Bellevue Street for the purchase price of \$40,000

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Presentation of the 2021 Planning Commission Annual Report

2021 Planning Commission Annual Report

Mayor & City Council Presentation

May, 3 2022

Background:

- Required under Sections 1-207 & 208 of the Land Use Article of the Annotated Code of Maryland
- Must be filed annually by PC on or before July 1 for the previous calendar year
- Must review development activity for the previous year and assess consistency of said activity with local and state agency plans
- Additional performance measures must be addressed when:
 - 50 or more building permits are issued for new residential units during the year
 - Portions of the city are not classified as PFA

Background (Continued):

- Report must be adopted by PC and reviewed by Mayor and Council
- Mayor and Council may direct additional studies and other actions to insure continuation of a viable planning and development process
- After Mayor and Council review, the report must be made available for public inspection and submitted to the Secretary of MDP

2021 Report Key Findings:

- **City issued 4 building permits for new residential construction**
 - 2 issued in 2020, 1 issued in 2019, 2 issued in 2018
 - Overall trend in residential activity remains low since the completion of larger scale tax credit projects that emerged from the 2008 Recession.
 - No additional MDP performance measures assessment is required.
- **City issued 44 demolition permits that removed 35 residential units in 2021**
 - Increase in demolition activity from prior year (35 permits removing 35 units).
 - Reflects the city's efforts to initiate the MD Ave. Redevelopment project and removal of blighted properties
- **When residential conversions are considered (net +3), the City experienced an overall net housing stock decrease of 28 residential units in 2021**
- **City adopted its Comprehensive Plan in 2013**
- **Development patterns were supported by infrastructure improvements and were consistent with local and state plans**
- **No major changes in current plans or permitting process is necessary at this time**



Questions?

File Attachments for Item:

. Administrative Services monthly report for February, 2021

Administrative Services Monthly Report for February, 2022

May 3, 2022

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of February, 2022.

Information Technology Department

February 2022

Statistics

158 new help desk requests
144 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue process for firewall migration project
- Work with vendor (Muni-Link) to adjust for blank utility bills until normal supply is available again
- Coordinate with Segra for issue with static on phone calls
- Work with Dell on network disk drive install
- Continue working on police mobile data terminals

Parks and Recreation

February 2022

Diane Johnson, Director

Pavilion Reservations - Annual Pavilion Reservation is being planned to begin March 1, 2022.

Reservation will be made using the Community Development software "Citizenserve" The program allows for a citizen to search for the availability of a pavilion at Constitution Park and reserve and make payment online. Staff is receiving training.

\$100.00 for the Large Pavilion and \$ 75.00 for the Small Pavilion.

Areas of work:

- Began receiving Facility Use Requests for League and events for 2022 season
- July 4th Fireworks contract was determined to be Starfire Corporation of Carrolltown PA.
- Continue to take and review Seasonal applications for Lifeguards, Day camp, park watchman
- Planning for Easter Seasonal Events – Constitution Park Egg Hunt, Downtown Easter Bunny
- Planning of Arbor Day Event at Constitution Park, scheduled for April 6 & 7 for students with the Afterschool Program
- Skate Park Survey to determine the Site location of the proposed park
- Continue planning for Pool and Day Camp season

Meetings:

- February Recreation Advisory Board Meeting
- Staff with Maintenance related to seasonal field usage.
- Meeting related to improvement project for the Park Watchman Building – CDBG Funding
- Park meeting and facility tours with Student Intern
- Meeting for proposed special Event “Taco De Mayo”
- 2023 Budget meeting
- Meeting with Anita Simmons – Arbor Day Program

Upcoming:

- March Recreation Advisory Board Meeting
- Determine 2022 Field and facility usage for Leagues and groups
- Receive Park Pavilion reservations – 3/1/22
- Continue planning for Spring Special events
- Pool Lifeguard interviews and swim test – 4/9/22
- Day Camp and Pool related operations for 2022 season

Community Development Report

February 2022

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Noted Activity:

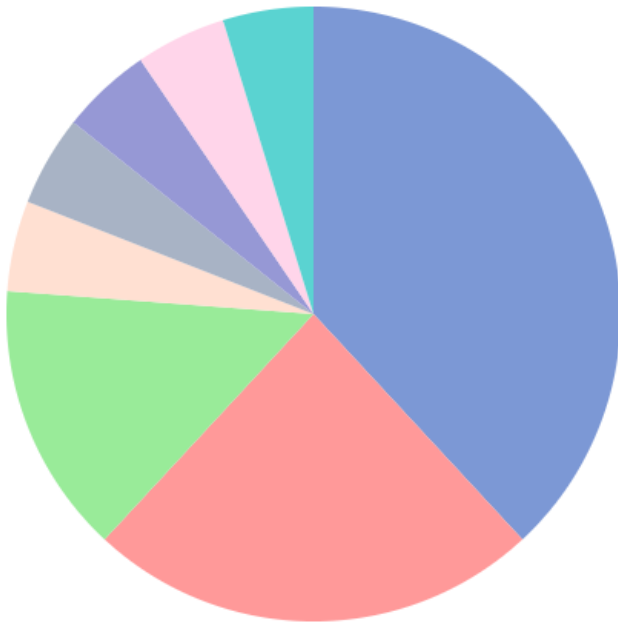
One (1) Code Compliance Officer position was vacated 2/11/22

Code Enforcement Activity:

36 new cases received – 17 of those are still open

21 violations were found

35 cases have been resolved



Violations by Violation Type			
■	Dwellings, yards and lots to be kept clean	8	38.1%
■	Standards for good repair and safe condition	5	23.8%
■	Licensing of rental dwelling units	3	14.3%
■	Registration of agents	1	4.8%
■	Cutting of weeds	1	4.8%
■	Dog or cat owners to remove feces	1	4.8%
■	Duties of owner and operator	1	4.8%
■	Steep slope development	1	4.8%

Permits/Reviews & Rental Licenses:

22 Total Permits/Reviews were issued
 61 Rental Inspection were completed

Building

Residential..... 1
 Commercial..... 4

Miscellaneous

Residential1
 Commercial0

Occupancy

Residential0
 Commercial0

Signage

Residential 0
 Commercial 0

Electrical

Residential..... 4
 Commercial..... 3

Plumbing

Residential2
 Commercial1

Utility

Residential0
 Commercial0

Demolition

Residential 0
 Commercial 1

Public ROW

Issued 2

Rental Licenses

Issued.....39

Rental Inspections

Pass..... 59
 Fail 2

Plans, Reviews, Amendments and Appeals

(ZA, RPR, SR, ZMA, ZTA, SRA)

(Type) Issued0

Certificates of Appropriateness

Issued.....3

Request for Change/Amendment

Issued.....0

Revenue from 'Issued' Permits/Reviews:

Building Permits..... \$9,023.00
 Miscellaneous Permits..... 15.00
 Occupancy Permits 90.00
 Sign Permits 0.00
 Utility Permits..... 0.00

Plan reviews, Amendments & appeals	0.00
Zoning Classification Détermination (info. request).....	0.00
Municipal Infractions (citations).....	0.00
Certificates of Appropriateness (COA/RCA).....	90.00
Rental Licenses (new & renewals)	650.00
Paid Rental Inspection Requests	<u>0.00</u>
TOTAL	\$9,778.00

Demolition Bonds Collected..... \$0.00 (Insurance in lieu of bond)

Community Development Programs

February 2022

Lee Borrer, Senior Community Development Specialist

Regular CDBG:

22 activities are currently underway, mostly 2020 and 2021 funds, totaling \$1,078,899 funds invested for low-moderate income City of Cumberland residents. The City has met HUD’s timeliness test for 2022.

2022 Annual Action Plan is currently underway and project recommendations have been announced. The comment period ends on April 11, 2022. Award from HUD is still undetermined.

CDBG-CV:

7 activities were originally created, \$596,161 funds awarded, 2 activities have been completed, 3 activities are on-going and underway, funds are recommended for re-allocation to increase awarded funds to two successful existing activities and to add 2 new activities from eligible applications. 30% of the total funds have been expended.

ARPA Awarded Projects:

Jane’s Place, Inc. and YMCA Riverside bus contracts are being drafted, estimated expenditure dates range to December 2023 and June 30, 2022.

Community Development PIP program-program development is underway and pending approval of 1 new position in CD

Community Development Block Grant (CDBG) Monthly Activity	Feb 2022 Report	Original Bud	ERR	Contract	Lifetime Funds Exp	
Project	Year	Orig Budget			Expended	Remain
2019 Slush (Final) Fire Dept	2019	\$5,659.63			\$0.00	\$5,659.63
2019 Total Funds		\$5,659.63	ERR	Contract	Expended	\$5,659.63
Baltimore Street Redesign	2020	\$402,700.00	x	Released	\$0.00	\$402,700.00
HRDC Emerg Homeless Prevention	2020	\$25,000.00	x	x	\$20,247.17	\$4,752.83
Admin	2020	\$110,065.20	x	x	\$77,821.64	\$32,243.56
Constitution Park Inclusive Playground Ph 2	2020	\$65,000.00	x	x	\$64,201.40	\$798.60
HRDC Transitional Homeless Shelter Fire Dept/Con Pk	2020	\$6,000.00	x	x	\$0.00	\$6,000.00
2020 PI Slush (final as of July 2021) Con Pk	2020	\$66.40			\$0.00	\$66.40
2020 Grant Totals		\$773,785.60			\$327,196.61	\$446,561.39
Balt Street Redesign/Queen City/South Str	2021	\$232,721.00	x			\$232,721.00
HRDC Rental Rehabilitation	2021	\$19,300.00	underway			\$19,300.00
YMCA Riverside Dehumidification	2021	\$200,368.00	x	x	\$88,584.00	\$111,784.00
Admin	2021	\$126,426.00	x		\$41,125.38	\$85,300.62
Ind Cost	2021	\$15,120.00	x		\$4,738.50	\$10,381.50
Fair Housing	2021	\$8,454.00	x		\$3,038.31	\$5,415.69
YMCA GilcristHVA Repl Ph 2	2021	\$48,520.00	x		\$32,346.00	\$16,174.00
AHEC Emerg Dental Access	2021	\$4,000.00	x	x	\$1,611.00	\$2,389.00
Assoc Char Long Term	2021	\$4,000.00	x	x	\$1,560.00	\$2,440.00
Assoc Char Short Term	2021	\$5,000.00	x	x	\$660.00	\$4,340.00
PHA JFV Sidewalk Imps	2021	\$35,000.00	x			\$35,000.00
FCRC IPV	2021	\$9,500.00	x	x	\$2,785.19	\$6,714.81
Targeted Foot & Bike Patrol	2021	\$3,961.00	x	x	\$2,695.95	\$1,265.05
Jane's Place Inc	2021	\$4,000.00	x	x	\$1,205.84	\$2,794.16
YMCA Food Progr Trans Hous Shelt	2021	\$5,000.00	x	x	\$2,106.99	\$2,893.01
Const Pk/Splashpad	2021	\$87,750.00				\$87,750.00
2021 PI credits						\$15.25
2021 Grant Totals		\$809,120.00			\$51,206.38	\$626,678.09
Program Income July	2021	\$5.32	2020 Adm			
Program Income Aug	2021	\$5.32	2020 Adm			
Program Income Sept	2021	\$5.31	2020 Adm			
Program Income Oct	2021	\$0.00	na			
Program Income Nov	2021	\$10.63	2021 Admin			
Program Income Dec	2021	\$4.62	2021 Admin			
Program Income Feb 22	2021	\$6,516.82	2021 Admin			
Total PI 2021		\$31.20				
Total PI credited to 2020		\$15.95				
Total PI credited to 2021		\$6,532.07				
					Expended	Remaining
Total					\$378,402.99	\$1,078,899.11
					Total All Yrs	\$1,078,899.11
as of 3/21/22 post Feb 2022 Draw						
Balances:	Year					
\$5,659.63	2019					
\$446,561.39	2020	66.40 PI incl.				
\$626,678.09	2021	6532.07 PI Adm not incl.				
\$1,078,899.11						

Project Name	Amount Funded	Expended	Funds Remain	IDIS #	Not funded
CV HRDC Emergency Assistance	\$200,000.00	\$24,992.05	\$175,007.95	1757	
CV Small Business Grants	\$80,000.00	\$0.00	\$80,000.00		\$ 80,000.00
CV Associated Charities Emergency Homeless Preventi	\$52,251.00	\$6,768.22	\$45,482.78	1763	
CV Hazard Pay Relief Program	\$55,000.00	\$55,000.00	\$0.00	1762	
CV Broadband & Technology Accessibility	\$89,000.00	\$62,186.15	\$26,813.85	1758	
TOTAL CV1	\$476,251.00	\$148,946.42	\$327,304.58		\$ 80,000.00
B20MW24001 Award	\$476,251.00				
Total	\$476,251.00	\$148,946.42	\$654,609.16		
CV3 AYEP Youth Center Rehabilitation	\$113,160.00	\$27,503.37	\$85,656.63		
CV3 YMCA Transitional Housing Sanitizer	\$6,750.00	\$6,750.00	\$0.00	1765	
TOTAL CV3	\$119,910.00	\$34,253.37	\$85,656.63		\$ -
B20MW24001 Award	\$119,910.00				
Sub Recipient					
Updated	3/21/2022				
Both sources CV1 and CV3	\$596,161.00	\$183,199.79	\$412,961.21		30.73% spent

Historic Planning/Preservation

February 2022

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

Personal Training:

After 6 weeks in this position, I continue to train and learn the following systems:

- Citizenserve
- Municode
- Intelligrants (State of MD)
- Civicplus

Historic Preservation Commission Meeting (HPC)

Conducted and attended the February 9th HPC Meeting

Meetings Attended:

- Meeting with Lee Borrer, Manuel Ochoa and Mary Ruffin Hanbury to discuss the intersection of Hist. Pres. and CDBG funding.
- Meeting to discuss disbursement of ARPA funds.
- Monthly DDC Meeting
- A&E Council to discuss redesignation application
- A&E local and State Council on site visit
- Meetings for both program and grants for budget

- Meeting at George Washington's cabin with DAR to discuss repairs
- In office visit from Cumberland Historic Cemetery Organization
- John Buchanan w/ CBIZ to discuss plans for upcoming renovations

Grants & Tax Credits:

- Applied for MHT Certified Local government (CLG) Education Set Aside Grant Funding in the amount of \$2,000.
- Applied for MHT Certified Local Government (CLG) Grant to create a Historic Preservation Plan in the amount of \$25,000.
- Started administering the funding for the 2022 Community Legacy Program on the following programs:
 - Cumberland Main Street Connections \$150,000
 - Residential Accessibility Improvement \$50,000
 - YMCA Gilchrist HVAC \$50,000
- Worked with finance to issue payouts on the existing Façade Grant program.
- Started formulating the Cumberland Roof Program, waiting to issue press release.
- Reviewed management and status of Community Legacy and Sustainable Community Awards.
- Started preparing for the next round of Community Legacy Awards.

Reports:

Several internal requests for Section 106 Reviews were made. Projects were discussed, additional information is needed before application/review can be made.

Continued Education:

Registered for National Main Street Conference, taking place in May, in Richmond, VA.

Comptroller's Office

February 2022

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of February 2022.

On February 1, 2022, the City had a cash balance of \$23.2 million. Receipts exceeded disbursements by \$658 thousand resulting in a cash balance of \$23.8 million at February 28, 2022.

As of February 28, 2022, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund) \$ 2,971,523

	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2022	\$ 2,298,323	\$ 216	\$ (1,088)	\$ 331,344	\$ -	\$ 1,966,107
FY 2021	501,046	-	-	11,221	-	489,825
FY 2020	312,695	-	-	18,537	-	294,158
FY 2019	63,480	-	-	134	-	63,346
FY 2018	55,220	-	-	1,118	-	54,102
FY 2017	25,153	-	-	-	-	25,153
FY 2016	23,000	-	-	-	-	23,000
FY 2015	21,151	-	-	-	-	21,151
FY 2014	13,669	-	-	-	-	13,669
FY 2013	9,339	-	-	-	-	9,339
FY 2012	5,574	-	-	-	-	5,574
FY 2011	3,109	-	-	-	-	3,109
Prior FY's	2,990	-	-	-	-	2,990
	<u>\$ 3,334,749</u>	<u>\$ 216</u>	<u>\$ (1,088)</u>	<u>\$ 362,354</u>	<u>\$ -</u>	<u>\$ 2,971,523</u>

The current year tax receivable balance is comprised of the following:

Real property (non-owner occupied)	\$690,643
Non-Corp Personal Property	11,311
Corporate Personal Property	837,704
Real Property (semiannual payments)	426,449
Real Property (Half Year)	0
	<u>\$1,966,107</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary

February 28, 2022

	Cash	Investments
Beginning Balance	\$ 23,173,252	\$ 10,876,339
Add:		
Cash Receipts	5,569,373	506
Investment Transfer	-	-
Less:		
Disbursements	4,910,998	-
Investment Transfer	-	-
Ending Balance	\$ 23,831,627	\$ 10,876,845
Restricted	\$ 7,437,144	\$ 6,154

The table below illustrates cash restrictions and restricted investments associated with specific expenditures and/or capital projects.

Restricted Cash

	2/1/2022	Increase	Utilization	2/28/2022
Police Seizures	\$ 110,628	\$ 3,014	\$ 1,429	\$ 112,213
Est of Dorothy Jackson	11,250	-	-	11,250
Bowers Trust	53,580	-	-	53,580
Street Improvement	-	-	-	-
GOB 21	2,452,934	182	49,678	2,403,438
ARPA Funds	4,800,194	356	-	4,800,550
Demolition & Fiscal Agent Bonds	56,113	-	-	56,113
	\$ 7,484,699	\$ 3,552	\$ 51,107	\$ 7,437,144

Restricted Investments

	2/1/2022	Increase	Utilization	2/28/2022
DDC	\$ 6,154	\$ -	\$ -	\$ 6,154

The DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects, equipment and closing costs.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds associated with the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	2/1/2022	Issue	Utilization	2/28/2022
CDA 2019	\$ 1,011,405	\$ -	\$ -	\$ 1,011,405
CDA 2021	6,996,316	-	106,956	6,889,360
GOB 21	2,452,934	-	49,496	2,403,438
	\$ 10,460,655	\$ -	\$ 156,452	\$ 10,304,203

Decatur Street Project

	2/1/2022	Issue	Utilization	2/28/2022
MWQFA Series 2022A	\$ 1,416,971.00	\$ -	\$ 235,866	\$ 1,181,105
MWQFA Series 2022B	472,324	-	47,184	425,140
Decatur Street Grants	1,003,000	-	-	1,003,000
	\$ 2,892,295	\$ -	\$ 283,050	\$ 2,609,245

CSO Projects

	2/1/2022	Issue	Utilization	2/28/2022
Evitts Creek Debt	\$ 156,740	\$ -	\$ -	\$ 156,740
Evitts Creek Grant	5,418,560	-	-	5,418,560
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080
	\$ 57,988,380	\$ -	\$ -	\$ 57,988,380

CDA 2021 utilization of \$107K includes \$47K toward police vehicles, \$47K for a Water Department Bobcat, and \$13K a tow-behind compressor in the Sewer Department. GOB 2021 utilization of \$50K is toward SCADA System upgrades in the Water and Sewer Departments.

The Decatur Street waterline project cost is \$3.1 million and is funded with \$1.0 million in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable. Series 2022B is forgivable after 10 years and incurs 25% of any costs charged among it and Series 2022A. This second draw of \$283K is for project materials.

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the majority of the necessary funding in place. This project is funded with \$5.4 million in grants and \$0.2 million in loan and is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and funding will be sought from Maryland Department of the Environment (MDE) during FY 22 to begin the engineering phase. Phase 4 project cost is estimated at \$8 million. The 78" pipeline project is budgeted to begin construction during FY22, but is delayed pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$52.4 million and is funded with \$46.3 million in grants and \$6.1 million in loan with \$1.5 million of the loan amount being forgivable.

COVID-19:***Available Funding (as of February 28th, 2022)***

The City is receiving \$19,595,850 from the American Rescue Plan Act (ARPA). Funding is distributed 50% in calendar year 2021 and the other 50% one (1) year after. On June 1, 2021, the first 50% was received in the amount of \$9,797,925. The U.S. Treasury issued guidance providing greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation		
		Budgeted	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850			
Respond to the health emergency				
Community Programs				
DDC Assistance to Small Businesses		\$ 183,500	\$ 2,290	\$ 181,210
Promoting the Community		\$ 33,563	\$ -	\$ 33,563
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ -	\$ 174,350
Pool Area and Splash Pad		\$ 71,250	\$ -	\$ 71,250
Janes Place for Abused Children		\$ 102,623	\$ -	\$ 102,623
Union Rescue Mission		\$ 750,000	\$ -	\$ 750,000
Community Development Property Improvement		\$ 364,960	\$ -	\$ 364,960
Affordable Housing Assistance		\$ 250,000	\$ -	\$ 250,000
YMCA Bus Replacement		\$ 216,000	\$ -	\$ 216,000
PPE				
General		\$ 55,000	\$ 21,620	\$ 33,380
Facilities and Equipment		\$ 11,000	\$ 2,200	\$ 8,800
Prisoner Processing Improvements		\$ 176,200	\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety Buildings		\$ 1,300,000	\$ -	\$ 1,300,000
Premium Pay		\$ 833,952	\$ 833,952	\$ -
Revenue Loss		\$10,000,000	\$4,149,913	\$ 5,850,087
Infrastructure Investments				
Water		\$ 5,073,452	\$ -	\$ 5,073,452
Sewer				
Broadband				
Total:	\$19,595,850	\$19,595,850	\$5,009,976	\$14,585,874

Respectfully submitted,

Jeffrey Silka
City Administrator

sln

File Attachments for Item:

1. Approval of the Closed and Work Session Minutes of December 21, 2021, and the Regular Session Minutes of January 4, 2022

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, December 21, 2021; 4:30 p.m.

The Mayor and City Council convened in open session at 4:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b)(1) and (9) of the General Provisions Article of the Annotated Code of Maryland to discuss police compensation and matters pertaining to the UFCW Local 1994 collective bargaining agreement, selection of a Fire Chief, and board and commission appointments.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Joseph George, and Laurie Marchini.

ALSO PRESENT: Jeff Silka, City Administrator; Michael S. Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Marjorie Woodring, City Clerk; and Charles Ternent, Chief of Police

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, December 21, 2021
5:45 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Richard Cioni, Eugene Frazier, Joe George, and Laurie Marchini

ALSO PRESENT: Ken Tressler, Interim City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk; Robert Smith, City Engineer

I. PUBLIC MEETING AGENDA REVIEW-DECEMBER 21, 2021

Mr. Silka asked if anyone needed updates on any particular items in the Consent Agenda. Councilwoman Marchini wanted to confirm that Order 26,928 was for a ladder truck for the Fire Department, and not another department. Mr. Silka assured it was, and said the Chief and staff were in Ohio yesterday to check it out, advised that there's some minor things to get done, and said that it should be delivered Monday with training on it beginning that same day.

Councilman Cioni asked for more information about Order 26,931. Mr. Silka advised that it's a co-op between the County, City and Canal Place for the River Park project. Mayor Morriss advised that it's the first year for it, and stated that Consultant Bill Atkinson is working with all three entities in an initiative to work the funding through. He stated that the City's share is \$17.5K.

Mr. Silka reviewed Order 26,927 regarding the purchase of road salt from Cargill, Inc. at \$82/ton, which he advised is a Maryland State rate.

There were no more questions or comments.

II. MAYOR AND CITY COUNCIL UPDATES

Councilman Frazier advised on Tri-County Council, and stated that Commissioner Shade will be the new Chairman. He added that the organization will be moving to 11 S. Lee Street in March or April, 2022. The Councilman also advised that the Human Relations Commission (HRC) met last week and said April 27, 2022 will be their housing event at Allegany College of MD (ACM), which highlights responsibilities of both tenants and landlords.

Councilwoman Marchini advised that there is a lot going on with the Downtown Development Commission (DDC), and said the Tree Lighting was a huge success, with the goal being to aim for some normalcy. She stated that Shop Small was going really well, and said the dumpster placed in Merchant's Alley was overflowing, so that was also successful. She added that they hired part-time help for the holidays, and advised that the New Year's Eve celebration will include a DJ, live music, and fireworks, along with the open containers of alcohol provision dropped during the festivities.

Councilwoman Marchini also mentioned all the holiday activities that have been going on downtown. She advised that there was a request to do a mural on the side of Sunshine Days, which was approved by the owner, a request to remove all dead wires from Merchant's Alley, and said they are still waiting to hear about the Main Street grant.

Regarding the Baltimore Street Project, Councilwoman Marchini advised that the Governor's office has requested information about the project, which she said is a good sign that they are paying attention. She also advised that the Marketing Committee has met and are working on creating three videos for downtown, with the hope that David Romero will be able to help with that. The Councilwoman also advised that Larry Jackson is the new Historic Preservation Commission's (HPC) president.

Mayor Morriss advised on the Western MD Scenic Railroad's (WMSR) Steam Engine 1309 has been a fantastic success and its Polar Express trips were all sold out, with over 20,000 people buying tickets. He talked about tourism and seeing more people downtown, which he said is because of the 1309 being such a tremendous attraction for the City and County. The Mayor also advised that tickets for next year's Polar Express are already being sold. He added that the Allegany Museum board did not meet this month, but said the museum is doing really well.

Councilman Cioni discussed the Salvation Army and said Captain Smith has stated that the generosity in the City has been amazing, with the goals being met for this year. He also mentioned that he had met with a gentleman about Constitution Park, to get his ideas on ways to improve and enhance the park. The Councilman also advised that the Jaycees are not on-board if the skatepark is located within Constitution Park, and explained that they think site preparation would make it cost-prohibitive, and would diminish how nice the attraction itself would be. He reminded everyone that the Jaycees had previously said that they would provide lighting and security for the skate park.

Councilwoman Marchini wanted to give a shout-out to all the guys picking up leaves, saying that they have been by three separate times in her neighborhood, and always being nice and courteous.

Greg Larry, Cumberland Times-News, inquired about the Messick Road lot location, with Mayor Morriss explaining that it's in the southeast quadrant, going South on Industrial Blvd., on the left just past Messick Road.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:05 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

MINUTES

M&CC Regular Session

City Hall Council Chambers, 57 N. Liberty St., Cumberland

DATE: January 04, 2022

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George (*via phone*)
Councilwoman Laurie P. Marchini
President Raymond M. Morriss

Also Present: Jeffrey F. Silka, City Administrator; Michael Scott Cohen, City Solicitor; Marjorie A. Woodring, City Clerk; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief

IV. Presentations

1. Quarterly presentation of awards to employees who have reached career milestones with the City of Cumberland

Mayor Morriss provided background on each employee and stated their years of service. Employees received a milestone award and gift:

5 Years: Adam Beeman; Adam Abe; Jeremy Potts; Ashlee Stumbaugh

15 Years: Rodney Twyman

20 Years: Raquel Ketterman; Douglas Beitzel; Scott Flaskamp; Shaun Appel

25 Years: Lisa Terrell

35 Years: Julie Hutson

40 Years: Rich Schade; Michael Nicholson

2. Introduction of Ms. Kara Kennell, Service Learning Coordinator and Allegany County Association of Student Councils Advisor (ACASC), Mr. John Logsdon, and student members in attendance to observe the M&CC Public Meeting

Councilman Cioni introduced Ms. Kennell and Mr. Logsdon, and Ms. Kennell introduced the student members from Allegany HS in attendance: Sofia Kucher, ACASC Vice President; Peyton McDonald, ACASC Public Relations Officer; and Audrey Litman, ACASC Parliamentarian. Ms. Kennell provided background on the group, and stated that their mission is to strive to bring together the public schools of Allegany County in providing leadership, service, education, and friendship between the schools and the community. Student members not able to attend included Grace O'Baker, ACASC President – Mountain Ridge HS; Sydney McKenzie, ACASC Secretary – Mountain Ridge HS; and Brooklyne Noel, Student Board Member for ACPS, Fort Hill HS.

V. Director's Reports

Motion to approve the report was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 5-0.

(A) Administrative Services

1. Administrative Services monthly report for October, 2021

VI. Approval of Minutes

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

1. Approval of the Closed Session Minutes of August 31, 2021, and the Regular Session Minutes of October 5, November 16, and December 7, 2021

VII. New Business

(B) Orders (Consent Agenda)

Mr. Silka reviewed each order on the Consent Agenda. **Motion** to approve Order Nos. 26,936 – 26,939 was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0. **Motion** to approve Order No. 26,940 *only* was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 5-0

Order 26,936 - authorizing the Chief of Police to utilize MCIN grant funds to purchase two (2) ELSAG License Plate Readers from Applied Technology Services, a vendor on the Maryland State bid list, at a total cost not to exceed \$33,680.00.

Mr. Silka advised that this was formerly called the Safe Streets program.

Order 26,937 - authorizing execution of a Donation Agreement with Sky Nate Properties LLC to transfer 804 Maryland Avenue (Tax No. 04-012089) to the City and authorizing execution of the deed and other documents necessary for the transfer.

Mr. Silka advised that this property is to be demolished, along with 802 Maryland Avenue.

Order 26,938 - authorizing an amendment to Order No. 26,913, approved December 7, 2021, to increase the cost for purchase of a new International HV507 SFA Dump Truck and Plow w/ Spreader from Five Star International LLC and Stephenson Equipment by \$2,035, bringing the new total to an amount not-to-exceed \$173,665, due to the rising cost of manufacturing parts.

Mr. Silka advised that after awarding the bid, there was a delay and certain parts increased in cost.

Order 26,939 - authorizing appointments and reappointments to the Administrative Appeals Board, Downtown Development Commission, Human Relations Commission, and Shade Tree Commission.

Mr. Silka advised that these are vacant and expired seats that are currently being filled.

Order 26,940 - appointing W. Shannon Adams as Fire Chief for the City of Cumberland effective January 4, 2022, and authorizing the Mayor to execute an Employment Agreement with Adams for said position.

After a 5-0 vote in favor of, Mayor Morriss advised that Shannon Adams was the new City of Cumberland Fire Chief, and stated that he was an excellent choice. Council Members gave their comments and congratulations, and Mayor Morriss did the swearing-in. Chaplain Jim Kasecamp presented Mr. Adams with a framed print of the "Fireman's Prayer". The Mayor commented on Mr. Adams leadership, approachability and dedication to the Department.

VIII. Public Comments

No Comments

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:40 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

1. Public Hearing to receive comment on the City's intent to not adopt the 2022 Constant Yield Tax Rate and to readopt the current real property tax rate of \$1.0595 per \$100 of assessment

CITY OF CUMBERLAND NOTICE OF A PROPOSED REAL PROPERTY TAX INCREASE

The Mayor and City Council of the City of Cumberland propose to increase real property taxes.

1. For the tax year beginning July 1, 2022, the estimated real property assessable base will increase by 2.3%, from \$900,150,159 to \$921,064,787.
2. If the City of Cumberland maintains the current tax rate of \$1.0595 per \$100 of assessment, real property tax revenues will increase by 2.3% resulting in \$221,590 of new real property tax revenues.
3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$1.0354, the constant yield tax rate.
4. The City is considering not reducing its real property tax rate enough to fully offset increasing assessments. The City proposes to adopt a real property tax rate of \$1.0595 per \$100 of assessment. This tax rate is 2.3% higher than the constant yield tax rate and will generate \$221,590 in additional property tax revenues.

A public hearing on the proposed real property tax rate increase will be held at 6:15 p.m. on May 3, 2022 at City Hall Council Chambers, 57 Liberty Street, Cumberland, MD 21502.

The hearing is open to the public and public testimony is encouraged.

Persons with questions regarding this hearing may call 301 759 6424 for further information

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Ken Tressler, CPA
Director of Administrative Services
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6406
Cell (304) 813-6470

File Attachments for Item:

1. Ordinance 3910 (*2nd and 3rd readings*) - accepting the bid from C3 Home Renovations LLC in the amount of \$52,963.40 for the purchase of City-owned surplus property at 502 Regina Avenue, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV. No other bids were received.

ORDINANCE NO. 3910

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT A BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 502 REGINA AVENUE AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO C3 HOME RENOVATIONS, LLC, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located 502 Regina Avenue, Cumberland MD (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 22,935, passed by the Mayor and City Council on December 21, 2021;

WHEREAS, bids for the purchase of the Property and other parcels of property were solicited by means of the "2022 Surplus Property Round IV - 502 Regina Avenue";

WHEREAS, the City received no other bids for the Property;

WHEREAS, staff is recommending that the Mayor and City Council award the bid for the property known as 502 Regina Avenue to C3 Home Renovations, LLC ("Purchaser") for the amount of \$52,963.50 (Fifty-Two Thousand, Nine Hundred Sixty-Three Dollars and Fifty Cents); and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests;

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bid of C3 Home Renovations, LLC for the sum of \$52,963.50 (Fifty-Two Thousand, Nine Hundred Sixty-Three Dollars and Fifty Cents) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon.
- B. Purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

A purchaser's deed shall be released upon the payment of these sums and final recordation of the deed.

- G. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid requirements;

SECTION 3: AND BE IT FURTHER ORDAINED, that all other bids for this Property be and are hereby rejected;

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2021, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

That for and in consideration of the sum of _____ cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

IT BEING the same property which was conveyed from _____ to the Grantor by deed dated _____ and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

PROVIDED, HOWEVER, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____ (SEAL)
Raymond M. Morriss, Mayor

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

2. Ordinance 3911 (*2nd and 3rd readings*) - accepting the bid from Richard A. Pravlik in the amount of \$2,000 for the purchase of City-owned surplus property at 309 S. Cedar Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids

ORDINANCE NO. 3911

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT A BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 309 SOUTH CEDAR STREET AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO RICHARD A. PRAVLIK, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 309 South Cedar Street, Cumberland MD (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,902, passed by the Mayor and City Council on November 16, 2021;

WHEREAS, bids for the purchase of the Property and other parcels of property were solicited by means of the "2022 Request for Bids - Surplus Properties Round IV";

WHEREAS, the City received two (2) bids for 309 South Cedar Street;

WHEREAS, staff is recommending that the Mayor and City Council award the bid for the property known as 309 South Cedar Street to Richard A. Pravlik ("Purchaser") for the amount of \$2,000.00 (Two Thousand Dollars) and reject all other bids; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests;

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bid of Richard A. Pravlik for the sum of \$2,000.00 (Two Thousand Dollars) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon.
- B. Purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

County taxes and County recording fees shall be paid by bank check, cashiers check or money order made payable to "Allegany County" and shall be hand-delivered or mailed to:

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

A purchaser's deed shall be released upon the payment of these sums and final recordation of the deed.

- G. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid requirements;

SECTION 3: AND BE IT FURTHER ORDAINED, that all other bids for this Property be and are hereby rejected;

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2021, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

That for and in consideration of the sum of _____ cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

IT BEING the same property which was conveyed from _____ to the Grantor by deed dated _____ and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

PROVIDED, HOWEVER, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____ (SEAL)
Raymond M. Morriss, Mayor

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

3. Ordinance 3912 (*2nd and 3rd readings*) - accepting the bid from Del and Del Allegany Properties LLC in the amount of \$3,500 for the purchase of City-owned surplus property at 107/109 S. Allegany Street, which was offered for public sale in the 2022 Request for Bids for Surplus Property Round IV, and rejecting all other bids

ORDINANCE NO. 3912

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT A BID FOR THE PURCHASE OF A PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 107/109 S. ALLEGANY STREET AND TO AUTHORIZE THE CONVEYANCE OF THIS PROPERTY TO DEL AND DEL ALLEGANY PROPERTIES, LLC, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, AND TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 107/109 S. Allegany Street, Cumberland MD (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,955, passed by the Mayor and City Council on February 1, 2022;

WHEREAS, bids for the purchase of the Property and other parcels of property were solicited by means of the "2022 Surplus Property Round IV - 107/109 S. Allegany Street";

WHEREAS, the City received three (3) bids for 107/109 S. Allegany Street;

WHEREAS, staff is recommending that the Mayor and City Council award the bid for the property known as 107/109 S. Allegany Street to Del and Del Allegany Properties LLC ("Purchaser") for the amount of \$3,500.00 (Three Thousand, Five Hundred Dollars) and reject all other bids; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests;

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept the bid of Del and Del Allegany Properties LLC for the sum of \$3,500.00

(Three Thousand, Five Hundred Dollars) subject to the following terms and conditions:

- A. Purchaser shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property successfully bid upon.
- B. Purchaser shall pay the \$60.00 deed recordation fee charged by the court.
- C. Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the tax year and will assume responsibility for the payment of those taxes thereafter. The amount of pro-rated City and County taxes will be conveyed to the purchaser and shall be paid by cashier's check, personal check, or money order.
- D. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;
- E. The City will record the deed for the Purchaser, who in turn shall pay the City's \$100.00 deed recordation fee.
- F. The purchase price, the pro-rated City taxes, and the City's \$100.00 recording fee shall be paid by bank check, cashiers check or money order made payable to "City of Cumberland" and shall be hand-delivered or mailed to:

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

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City Clerk
City Hall
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Cumberland, MD 21502

A purchaser's deed shall be released upon the payment of these sums and final recordation of the deed.

- G. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of a purchaser's bid, unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid requirements;

SECTION 3: AND BE IT FURTHER ORDAINED, that all other bids for this Property be and are hereby rejected;

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

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 2021, by and between **Mayor and City Council of Cumberland** (the “Grantor”), a Maryland municipal corporation, and _____ (the “Grantee”), _____, party of the second part.

WITNESSETH:

That for and in consideration of the sum of _____ cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns, forever in fee simple:

IT BEING the same property which was conveyed from _____ to the Grantor by deed dated _____ and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, _____ [personal representatives, administrators, heirs or successors] and assigns in fee simple forever.

PROVIDED, HOWEVER, that this deed shall be null and void and of no force and effect if it is not recorded within ninety (90) days of its date.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____ (SEAL)
Raymond M. Morriss, Mayor

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

I **HEREBY CERTIFY**, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Ordinance 3913 (*1st reading*) - to amend Section 25-23 of the City Code to establish a definition for "Gambling Facility" and to amend the Use Regulation Table in Section 25-132 to incorporate the "Gambling Facility" use into its terms (ZTA #22-01)

ORDINANCE NO. 3913

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE CITY OF CUMBERLAND ZONING ORDINANCE (I.E., CHAPTER 25 OF THE CODE) FOR THE FOLLOWING PURPOSES: (i) TO AMEND SECTION 25-23 OF THE CITY OF CUMBERLAND ZONING ORDINANCE FOR THE PURPOSE OF ESTABLISHING A DEFINITION FOR "GAMBLING FACILITY"; AND (ii) TO AMEND THE USE REGULATION TABLE SET FORTH IN SECTION 25-132 OF THE SAID ZONING ORDINANCE FOR THE PURPOSE OF INCORPORATING THE GAMBLING FACILITY USE INTO ITS TERMS."

WHEREAS, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, amend it from time to time, and provide for its administration and enforcement.

WHEREAS, in 2021, the State of Maryland passed legislation legalizing sports wagering and fantasy competitions, subject to State licensure requirements.

WHEREAS, the said State legislation is set forth in Section 9-1D-01 of the State Government Article of the Annotated Code of Maryland as to fantasy competitions and 9-1E-01 of the said State Government Article as to sports wagering.

WHEREAS, local businesspersons have expressed interest in obtaining licensure for the conduct of such activities in the City.

WHEREAS, the Zoning Ordinance does not address the conduct of said activities and it does not address gambling activities.

WHEREAS, the purpose of this Ordinance is to amend the City Zoning Ordinance (Chapter 25 of the City Code) to generally allow for "gambling facilities," including fantasy competitions and sports wagering.

WHEREAS, by separate ordinance, the City's gambling ordinance Section 11-123, will be amended to allow for the conduct of gaming competitions and sports wagering.

WHEREAS, the Mayor and City Council deem it necessary for the purpose of promoting the health, safety, morals, and/or general welfare of the City to amend the City of Cumberland Zoning Ordinance from time to time.

WHEREAS, the City of Cumberland Municipal Planning and Zoning Commission held a public hearing on the subject matter of this Ordinance on the 28th day of March, 2022, and determined that it should recommend that the Mayor and City Council pass an Ordinance adopting the amendments to the City of Cumberland Zoning Ordinance which were proposed by staff.

WHEREAS, notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on March 7, 2022 and March 14, 2022), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-439(b).

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on April 19, 2022, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on April 4, 2022 and April 11, 2022), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-437(f) of the City Code and Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

WHEREAS, consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should approve the proposed amendments to the Zoning Ordinance.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 25-23 of the City Code is hereby amended to include the following definition:

Gambling facility means a building or other structure used, in whole or in part, for gambling permitted under state law and section 11-132 of the city code.

SECTION 2: AND BE IT FURTHER ORDAINED, that the portion of the Use Regulations Table set forth in Section 25-132 of the City Code applicable to Zoning Ordinances, is hereby amended as follows [NOTE: Bold print and highlighted provisions show the amendments to Section 25-132:

USE REGULATIONS TABLE

Key: P Permitted Use C Conditional Use P* Permitted only within cluster developments (pursuant to Section 9)											
USE DESCRIPTION	R-E	R-S	R-U	R-O	B-L	B-H	B-CBD	B-C	I-G	G-C	G-I
Recreation, Amusement, Entertainment											
....											
Gambling activities					P	P	P	P	P	P	P
....											

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

File Attachments for Item:

. Ordinance 3914 (*1st reading*) - to amend Section 11-132 of the City Code pertaining to gambling to legalize fantasy competitions and sports wagering

ORDINANCE NO. 3914

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AMEND SECTION 11-132 PERTAINING TO GAMBLING FOR THE PURPOSE OF LEGALIZING FANTASY COMPETITIONS AND SPORTS WAGERING."

WHEREAS, Article V of Chapter 11 of the City Code sets forth offenses pertaining to public morals, including, but not limited to, the prohibitions against gambling set forth in Section 11-132.

WHEREAS, in 2021, the State of Maryland passed legislation legalizing fantasy competitions (see Title 9, Subtitle 1D of the State Government Article of the Annotated Code of Maryland) and sports wagering (see Title 9, Subtitle 1E of the State Government Article), both subject to State licensure requirements.

WHEREAS, local businesspersons have expressed interest in obtaining State licensure for the conduct of such activities in the City.

WHEREAS, although presently illegal in Cumberland, this Ordinance will legalize fantasy competitions and sports wagering, subject to State licensure requirements.

NOW, THEREFORE, IT IS ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND AS FOLLOWS:

SECTION 1: Section 11-132 of the Code of the City of Cumberland (1991 Edition) is amended to include a new subsection (d) which shall read as follows:

Sec. 11-132. - Gambling.

- (a) No person within the city shall set up, keep or maintain any faro table, faro bank or gambling device or run a gaming table or game of chance of any kind, except those not prohibited under the general laws of the state.
- (b) No owner, proprietor, lessee or occupier of any house or building shall knowingly permit gambling on his premises.

(c) If any person is arrested and convicted in connection with a violation of any gaming law of the city, and there is taken into custody in connection therewith any gaming device or gambling paraphernalia used in connection with such offense or incident thereto, such gambling device or paraphernalia shall be confiscated and destroyed by the chief of police.

(d) Subsections (a), (b) and (c) shall not apply to fantasy competitions and sports wagering permitted under and in accordance with the laws of the State of Maryland.

[NOTE: Amendments are set forth in bold print underlined text]

SECTION 2: This Ordinance shall take effect from the date of its passage.

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

File Attachments for Item:

. Order 27,001 - authorizing the acceptance of the recommendation of the Historic Preservation Commission (HPC) of a Historic District Tax Incentive Program property tax credit for 224 Washington Street in the amount of \$2,900.45, which is 10% of the eligible project costs of \$29,004.46

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

ORDER NO. 27,001

DATE: May 3, 2022

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

THAT, the property located at 224 Washington Street (Tax No. 06-014534), owned by Jarrett Perlow and Josh Adrian is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of \$29,004.46 as follows:

1. Real Estate Property Tax Credit - in the amount of \$2,900.45 for a total of five (5) years commencing with the 2022-2023 tax year, with any credit remaining expiring after that time;
2. Property Tax Assessment Freeze is not applicable for this project since the ratio of the project investment verses the pre-improvement value of \$228,500.00 is 7.8%.

Raymond M. Morriss, Mayor

Historic District Tax Incentive Program

**By Ruth Davis - Rogers
224 Washington Street**

**Contact: Jarrett Perlow and Josh Adrian
Tax Account #: 06-014534**

A Historic District Tax Incentive Application has been received from the owners of the property located at 224 Washington Street. Based on research, factoring out all grant funds that have been allocated to the project, calculations (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$2,900.45 (10% of total eligible project costs of \$29,004.46). The credit will be applied to real estate property taxes and is valid for a total of five years unless exhausted. Any credits remaining after that time will expire.
- ❖ Property tax assessment freeze is not applicable for this project since the ratio of the project investment verses the pre-improvement value of \$228,500 is 7.8%. The minimum investment that qualifies for a tax assessment freeze is 10%.
- ❖ The effective tax year to when these incentives should be applied is 2022, since the project was completed in the 2021 tax year. Per the ordinance, the incentives are to be applied to the tax year subsequent to the completion of the project.

Improvement cost as percentage of market	Available tax exempt status of improvement
10 percent	1 year
20 percent	2 years
30 percent	2 years
40 percent	3 years
50 percent	3 years
60 percent	4 years
70 percent	4 years
80 percent	5 years
90 percent	6 years
100 percent	7 years
200 percent	8 years
300 percent	9 years
400 percent	9 years
500 percent	10 years

The expenses of this project relate to COA20-000007 from October 2020 for a in kind porch renovation.



PERMIT PROJECT
FILE #: 20-000476
224 WASHINGTON ST CUMBERLAND MD 21502
PORCH ROOF RENOVATION (LIKE FOR LIKE REPLACEMENT)



PERMIT #: COA20-000007

Permit Type
Certificate of Appropriateness

Subtype
Certificate of Appropriateness

Work Description:
Porch roof renovation (like for like replacement)

Applicant
Jarrett Perlow

Status
Issued

Valuation
0.00



FEES & PAYMENTS

Plan Check Fees	30.00
Permit Fees	0.00
Total Amount	30.00
Amount Paid	30.00
Balance Due	0.00

Non-Billable



PERMIT DATES

Application Date
09/25/2020

Approval Date
10/08/2020

Issue Date:
10/08/2020

Expiration Date:
10/08/2022

Close Date

City of Cumberland
Historic Preservation Tax Program
Part II - Completion Certification

TO: Cumberland Historic Preservation Commission
 57 North Liberty Street
 Cumberland, MD 21502

FOR OFFICE USE ONLY	
COA #	
Tax Account #	
Date Approved	
Part II Certified/Recommended by HPC	
(See Attached for Recommended Incentives)	

APPLICANT:

Owner's Name: Jarrett Taylor and Josh Adrian
 Address: 229 Washington Street
Cumberland, MD 21502

Phone: 202-297-1663

TYPE OF WORK:

PROPERTY: (if different from applicant information)

Name: _____
 Address: _____

A. In accordance with Maryland's Annotated Code Tax Property Article 9-204 and 9-204.1 and the City of Cumberland's Ordinance 3550 and 3551, I request a credit and/or freeze on my City Property taxes for the following historic preservation, rehabilitation, or restoration work: (Give a brief description of the project)

B. Total Cost of the Project: \$29,009.46

The minimum expenditure must be \$5000.00. See Attachment A for minimum claim requirements

C. Contractor (s) Name (s): Cornell Construction Inc.

D. Completion Date of Project: 9/13/2021

E. Attached Transmittal of Receipts Form is Complete
 All Receipts are Numbered and Dated

Before and After Photographs are Enclosed

I HEREBY DECLARE under penalties of perjury that all information submitted is, to the best of my knowledge, accurate and true.

Jarrett Taylor Date 11/12/2021
 Owner/Applicant



Gornall Construction, Inc.

408 Long St
Cumberland, Maryland 21502
301-777-1542 Email: info@gornall.biz
MHIC# 40294 WV#028672

Client: Jarrett Perlow & Josh Adrian
Property: 224 Washington Street
Cumberland, MD 21502

Operator: RICK

Estimator: Rick Gornall
Position: President
Company: Gornall Construction Inc
Business: 408 Long Street
Cumberland, MD 21502

Business: (301) 697-9110
E-mail: rick@gornall.biz

Type of Estimate: General remodeling
Date Entered: 9/8/2020
Date Est. Completed: 9/21/2020
Date Assigned:
Date Job Completed:

Price List: MDXUSX_MAR21
Labor Efficiency: Restoration Service Remodel
Estimate: 2020-09-08-1227-1

Due to the visual condition of the front porch structure, it is anticipated that a good portion of the roof framing has had water infiltrate the roof and hidden gutter. The actual damage will not be able to be determined until the roof is opened up. Upon discovery of any additional damage to the roof structure, beyond the attached scope of work and quantities, an extra work order will be prepared for approval.

During this project all color schemes, colors sheens and tones will be maintained and matched to the existing painted surfaces.

1



Gornall Construction, Inc.

408 Lang St
Cumberland, Maryland 21502
301-777-1542 Email: info@gornall.biz
MHC# 40294 WV#028672

2020-09-08-1227

2020-09-08-1227

DESCRIPTION	QTY
1. Single axle dump truck - per load - including dump fees	1.00 EA
2. R&R Lattice work	32.00 SF
3. Seal & paint lattice work	128.00 SF
New wood and trim to be painted to match the existing colors and sheens of the porch	
4. R&R tarp - all-purpose poly - per sq ft (labor and material) to protect roof during construction.	450.00 SF
5. Electrical (Bid Item) Additional electrical outlet etc. as determined billed on a cost plus basis. [OPEN ITEM]	1.00 EA

Due to not knowing how the new outlets are fed and what requirements for switching will be required, it is impossible to give a fair reasonable price for the two outlets and three fans. Approximate pricing can be provided once the ceiling is opened and the electrician can determine how to achieve the power/switch issues. I would expect the cost to be under one thousand.

Porch

DESCRIPTION	LxWxH 40' x 9' 6" x 12'	QTY
6. R&R Corner trim - hardwood		120.00 LF
7. Detach & Reset Hanging light fixture - High grade		1.00 EA
8. R&R Bead board - 3/8" softwood veneer		380.00 SF
9. Prime & paint exterior fascia - wood, 4" - 6" wide		64.00 LF
New wood and trim to be painted to match the existing colors and sheens of the porch		
10. Prime & paint exterior fascia - wood, 6" - 8" wide		64.00 LF
New wood and trim to be painted to match the existing colors and sheens of the porch		
11. Prime & paint exterior soffit ceiling - wood		380.00 SF
New wood and trim to be painted to match the existing colors and sheens of the porch		
12. Seal & paint trim - two coats		324.00 LF
New wood and trim to be painted to match the existing colors and sheens of the porch		
13. Finish Carpentry / Trim (Bid Item) Fill in Gaps at front porch and railing		1.00 EA
14. Seal/paint exterior Floor - per SF of floor - Same color [OPEN ITEM]		380.00 SF
Flooring to be painted only if necessary Cost \$1.15/3.6		

Soffit

DESCRIPTION	LxWxH 59' x 2' x 1'	QTY
15. R&R Corner trim - hardwood		324.00 LF
16. R&R 2-1/2" x 6" Lumber (Decorative) Detach & Reset		70.00 LF
17. R&R Bead board - hardwood		118.00 SF
18. Prime & paint exterior soffit - wood plus decorative wood		130.00 SF
New wood and trim to be painted to match the existing colors and sheens of the porch		
19. Seal & paint trim - two coats		324.00 LF
New wood and trim to be painted to match the existing colors and sheens of the porch		

2020-09-08-1227 |

3/17/2021

Page: 2



Gornall Construction, Inc.

418 Long Fr.
Cumberland, Maryland 21502
301-777-1542 Email: info@gornall.biz
MHC# 40294 WV#028672

Roof

DESCRIPTION

Formula Sloped Ceiling 46' x 14' x 2'

QTY

20. R&R Rafters - 2x8 - 16" OC (3-5/12 Gable, per SF of floor)	170.00 SF
21. R&R Sheathing - spaced 1" x 6"	200.00 SF
22. Ice & water barrier - High temp	250.00 SF
23. R&R Rubber roofing - Fully adhered system - 90 mil	7.34 SQ
24. R&R Fascia - 1" x 4" - #1 pine	120.00 LF
25. R&R Fascia - 1" x 8" - #1 pine	32.00 LF
26. R&R Gutter - downspout - box - Hidden Gutter	64.00 LF
27. R&R Soffit - box framing - 2' overhang	64.00 LF

Grand Total

\$26,978.28

Rick Gornall
President

Grand Total Areas:

752.00 SF Walls	1,145.69 SF Ceiling	1,897.69 SF Walls and Ceiling
1,142.00 SF Floor	126.89 SF Flooring	282.00 LF Floor Perimeter
0.00 SF Long Wall	116.00 SF Short Wall	282.16 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

If accepted below, work to begin on or about April 27, 2021 and completed by May 31, 2021 pending no delays on materials or Covid-19 issues.

Contract Acceptance

Conditions: This proposal may be withdrawn by us if not accepted within 15 days. Due to the volatility of building materials a reconciliation of the actual materials costs will be performed and may require an adjustment if found to be more than 10% higher than originally quoted. Any damages or concealed conditions uncovered that were not anticipated above shall be additional to cost above. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above



Gornall Construction, Inc.

408 Long St
Cumberland, Maryland 21502
301-777-1442 Email: info@gornall.biz
MHIC# 40294 WV#028672

work. All work to be performed to the Published NAHB Performance Standards
Note: This contract may result in a lien being placed on your property in the event of non-payment; you have the right to cancel this contract within five business days of your acceptance of the proposal. Cancellation of this contract can be performed by notifying the contractor in writing at the Contractor's place of business. All invoices are due upon receipt and subject to finance charges after 30 days at an annual rate of 12%. Legal/collection costs and fees associated with collection of funds will be paid by the homeowner. Disputes will be handled by Arbitration through the Home Builder's Association of Western Maryland at no cost to either party. A claim against the Guaranty Fund will be stayed until completion of the mandatory arbitration proceeding. Acknowledgement Initialed by: _____/_____/_____ Owner

Contractor _____ Date _____

Notice:

Formal mediation of disputes between homeowners and contractors is available through the commission. The commission administers the Guaranty fund, which may compensate homeowners for certain actual losses caused by non- or omissions of licensed contractors; and
A homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund

Total Cost of Repairs \$26,978.28

Deposit on acceptance of contract \$8,000.00

Second payment on completion of Demolition \$13,000.00

Final payment: on completion of Project \$5,978.28 Plus any additional cost items

I hereby accept and authorize Gornall Construction, Inc. to perform the work as described above. Furthermore I / We agree to the conditions, notes and payment terms as set forth in this document.

OWNER

CO-OWNER'S ACCEPTANCE

Date

Accepted By: _____ for Gornall Construction, Inc.
Richard R. Gornall, President

All Home Improvement Contractors and Sub-Contractors must be licensed by the Maryland Home Improvement Commission. Anyone may ask the commission about a contractor or subcontractor. Inquiries should be transmitted to the Home Improvement Commission, 501 St. Paul Place, Baltimore, MD 21202-2272, Phone 410-333-6300 or www.dhmr.state.md.us

Joint Checking: Account Activity Transaction Details

Check number: 

Post date: 03/22/2021

Amount: -8,000.00

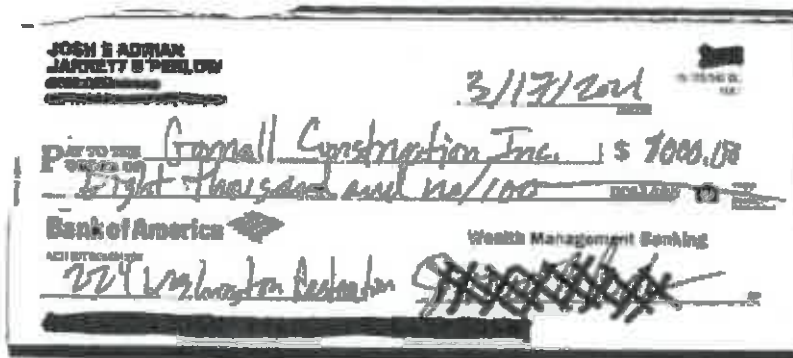
Type: Check

Description: Check

Merchant name: Check

Merchant information:

Transaction category: Cash, Checks & Misc; Checks



1



Gornall Construction, Inc.
 408 Long Street
 Cumberland, MD 21502

FEIN # 52-1980475

Invoice

DATE	INVOICE NO.
5/18/2021	6907

BILL TO
Jarrett Perlow Josh Adrien 224 Washington St. Cumberland, MD 21502

PROJECT ADDRESS
224 Washington St. Cumberland, MD 21502

DESCRIPTION	QTY	RATE	AMOUNT
Second invoice demolition completed.		13,000.00	13,000.00

Payments/Credits	\$0.00
Total	\$13,000.00
Due on Receipt	

We accept Visa, MasterCard, Discover and American Express with a 3% processing fee added to total. All balances over 30 days will be charged 10% annual interest and subject to legal collection fees costs.

By using a check for payment, you agree to the following terms: In the event your check is dishonored or returned for any reason, you authorize us to electronically (or by paper draft) re-present the check to your bank account for collection of the amount of the check, plus any applicable fees as permitted by law.

Phone #
301-777-1512

Fax #
301-722-7229

E-mail
info@gornall.biz

Web Site
www.gornall.biz

(2)

Joint Checking: Account Activity Transaction Details

Check number: 0000000552

Post date: 05/28/2021

Amount: -13,000.00

Type: Check

Description: Check

Merchant name: Check

Merchant Information:

Transaction category: Cash, Checks & Misc: Checks



2

Gornall Construction, Inc.
 408 Long Street
 Cumberland, MD 21502

Invoice

FEIN # 52-1990475

DATE	INVOICE NO.
8/13/2021	6977

BILL TO
Jarrett Perlow Josh Adrian 224 Washington St. Cumberland, MD 21502

PROJECT ADDRESS
224 Washington St. Cumberland, MD 21502

DESCRIPTION	QTY	RATE	AMOUNT
Final scheduled invoice for contract		5,978.28	5,978.28
Additional Work: Install outlets, two ceiling fans, one light fixture and a ring door camera system. Replace the decorative soffit blocking and corner trim, originally anticipated to be re-used were found to be in various stages of rotted wood		2,101.18	2,101.18
Credit for unsuccessful installation of Ueify door bell		-75.00	-75.00

Payments/Credits	50.00
Total	\$8,004.46
Due on Receipt	

We accept Visa, MasterCard, Discover and American Express with a 3% processing fee added to total. All balances over 30 days will be charged 10% annual interest and subject to legal collection fees costs.

By using a check for payment, you agree to the following terms: In the event your check is dishonored or returned for any reason, you authorize us to electronically (or by paper draft) re-present the check to your bank account for collection of the amount of the check, plus any applicable fees as permitted by law.

Phone #
 301-777-1543

Fax #
 301-722-7229

E-mail
 info@gornall.biz

Web Site
 www.gornall.biz

(3)

Joint Savings: Account Activity Transaction Details

Post date: 11/09/2021

Amount: -8,004.46

Type: Bill pay

Description: Gornall Construction, Inc. Bill Payment

Merchant name: GORNALL CONSTRUCTION, INC.

Merchant information:

Transaction category: Uncategorized: Uncategorized

Scheduled

In Process

Processed

Gornall Constructio...
*gton

Check [redacted] was mailed to Gornall Construction, Inc. for receipt by November 9, 2021.
Money was withdrawn from your [redacted] account on November 9, 2021

Pay From [redacted]

Amount 58,004.16

PAPER CHECK

PROCESSED

November
9

(Estimated)

Memo invoice 6977

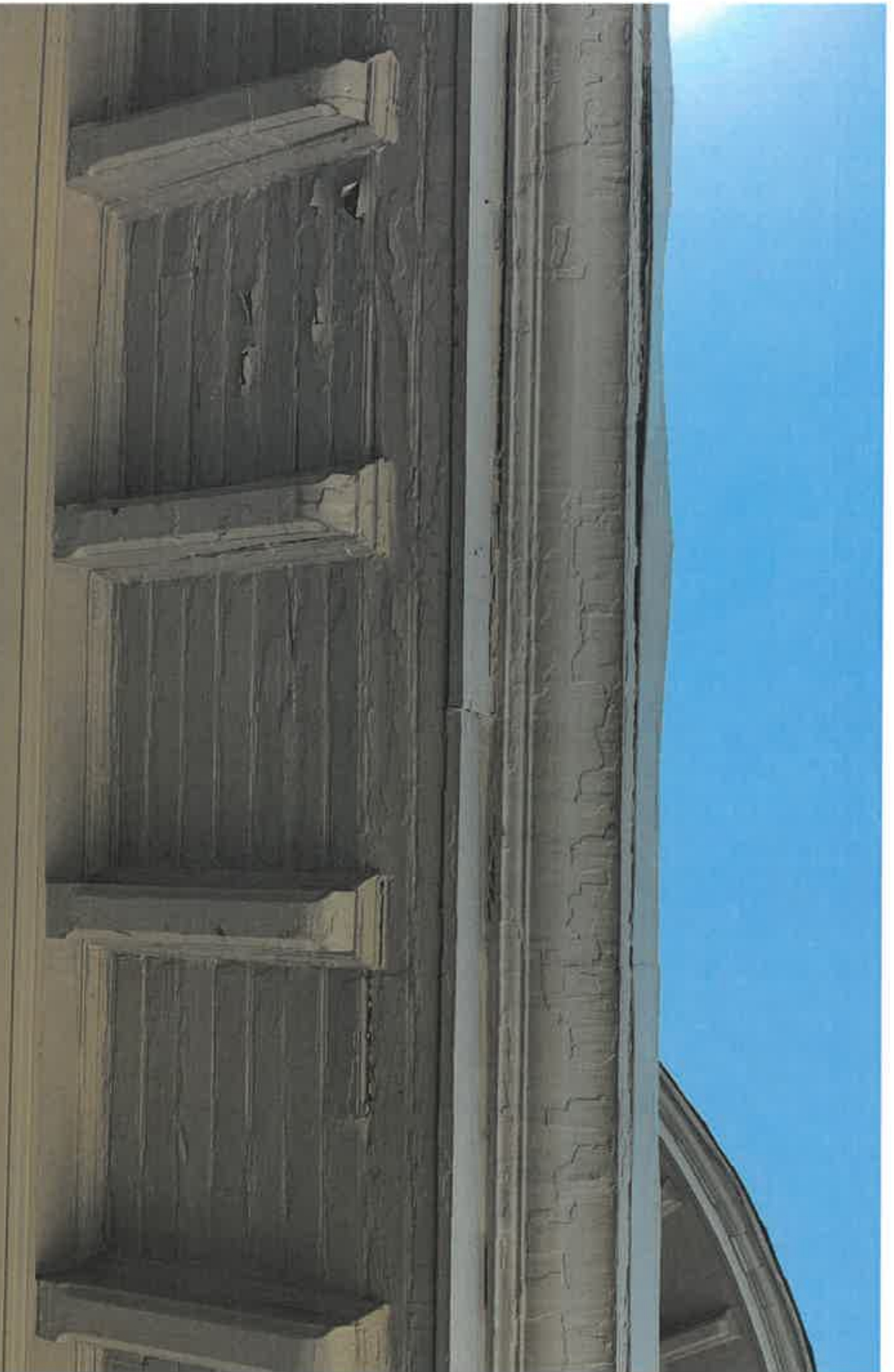
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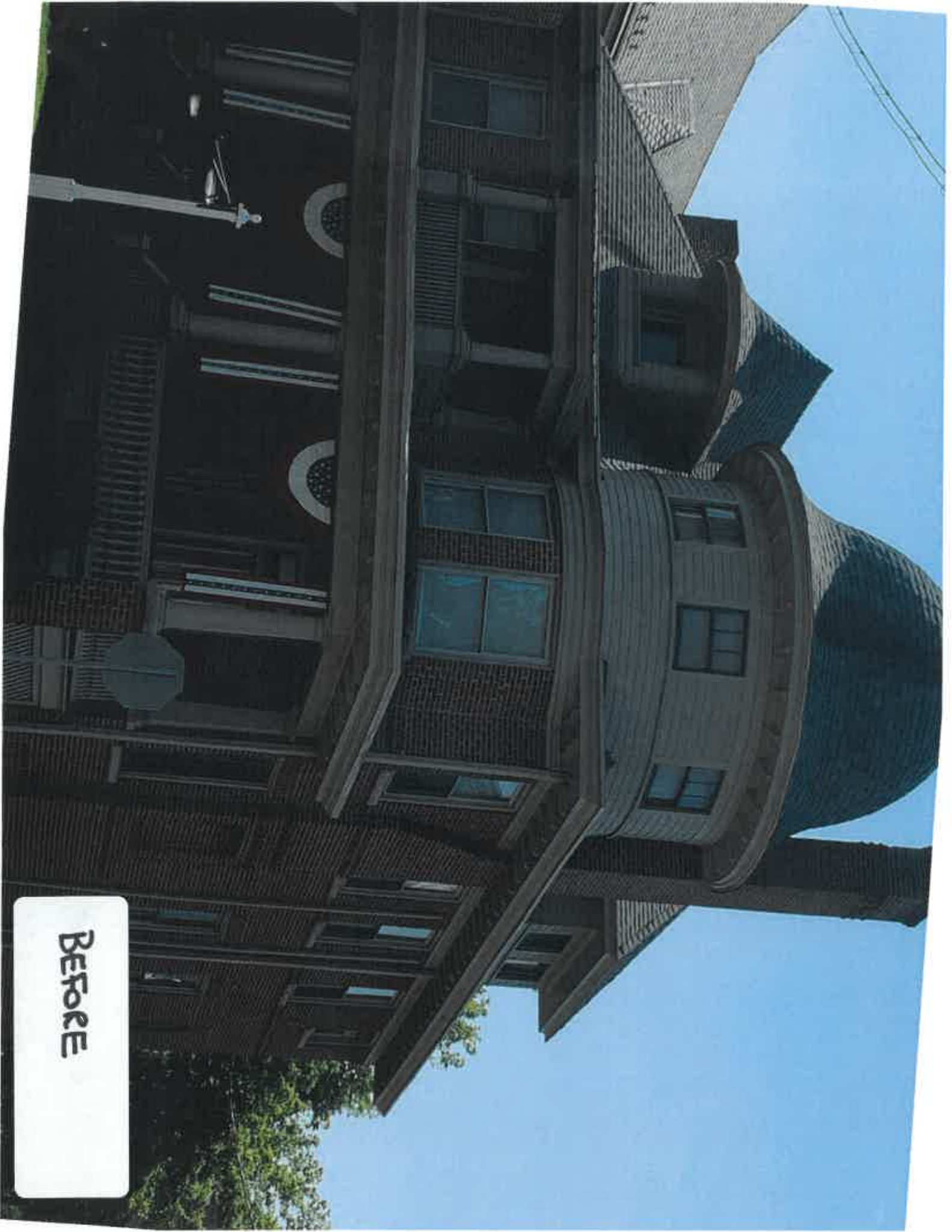
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BEFORE

BEFORE



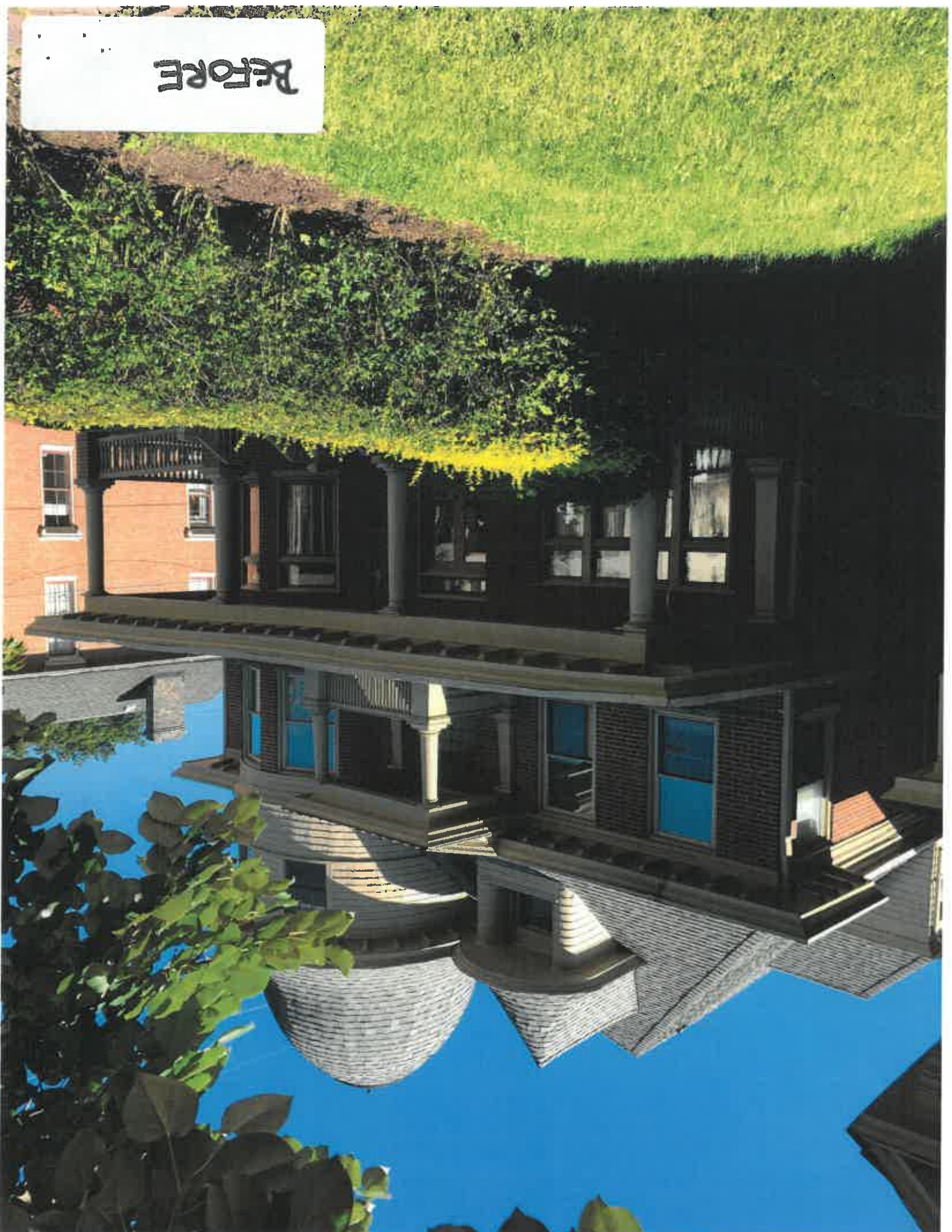


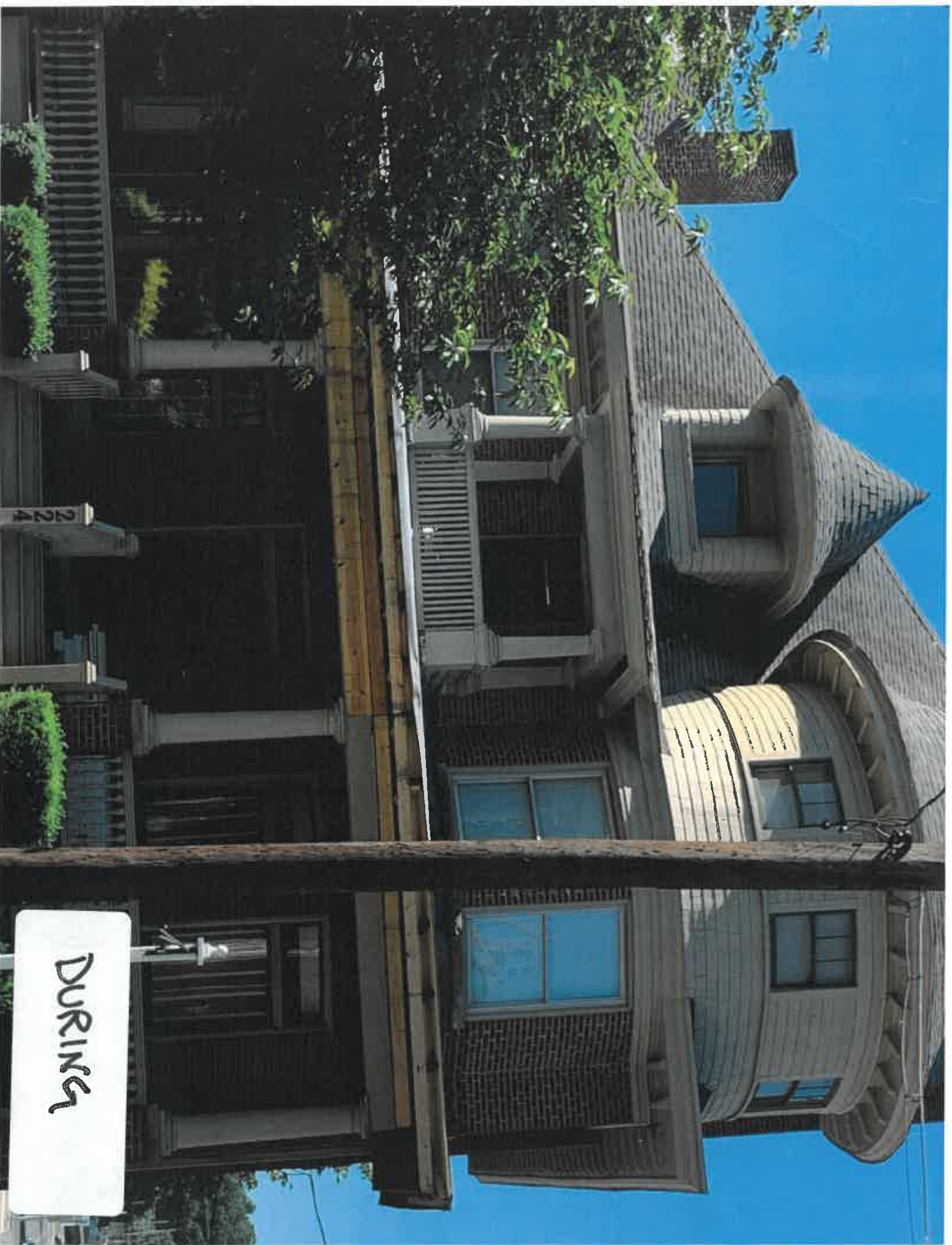
BEFORE



BEFORE

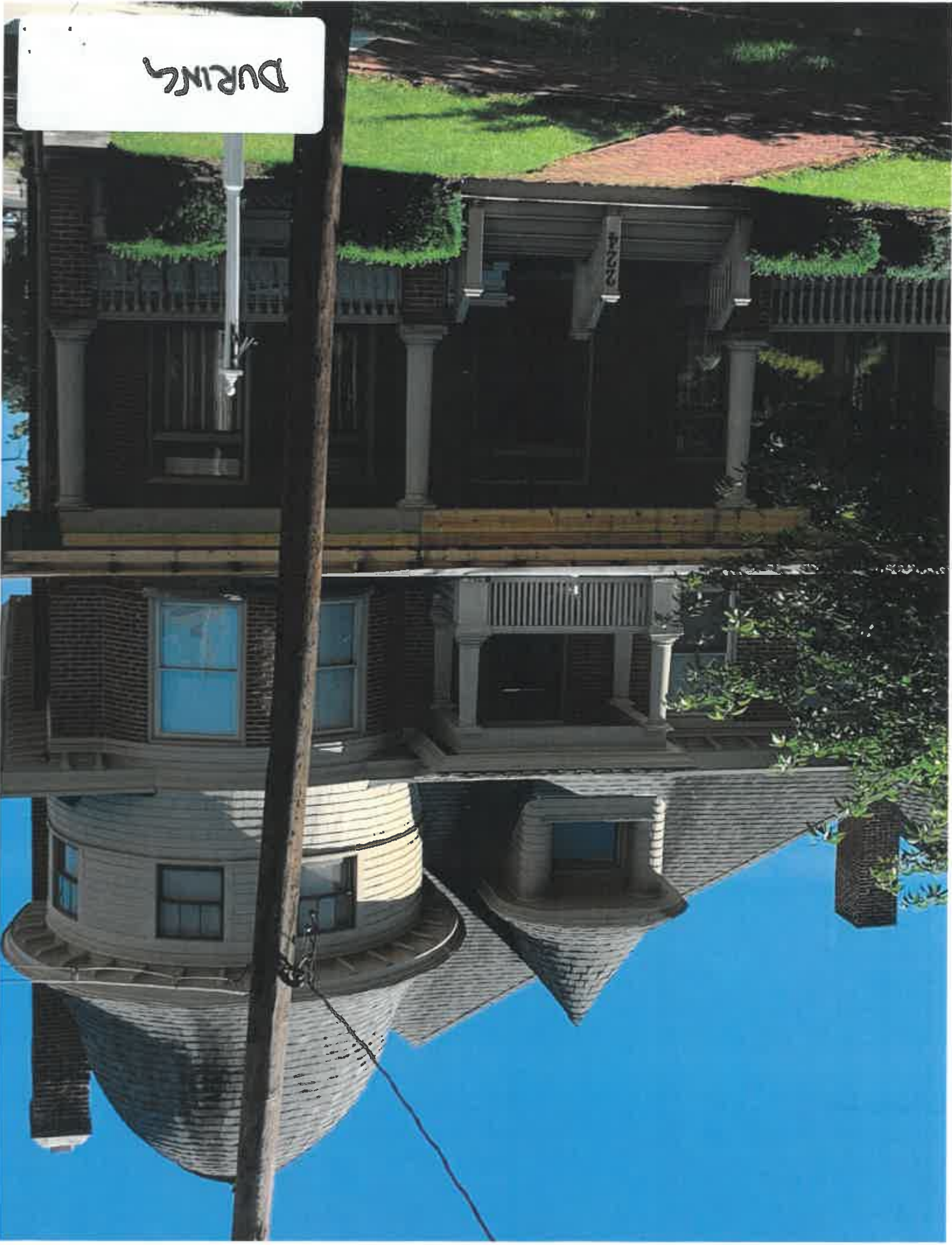
BEFORE





DURING

DURING





DURING

22



AFTER



AFTER

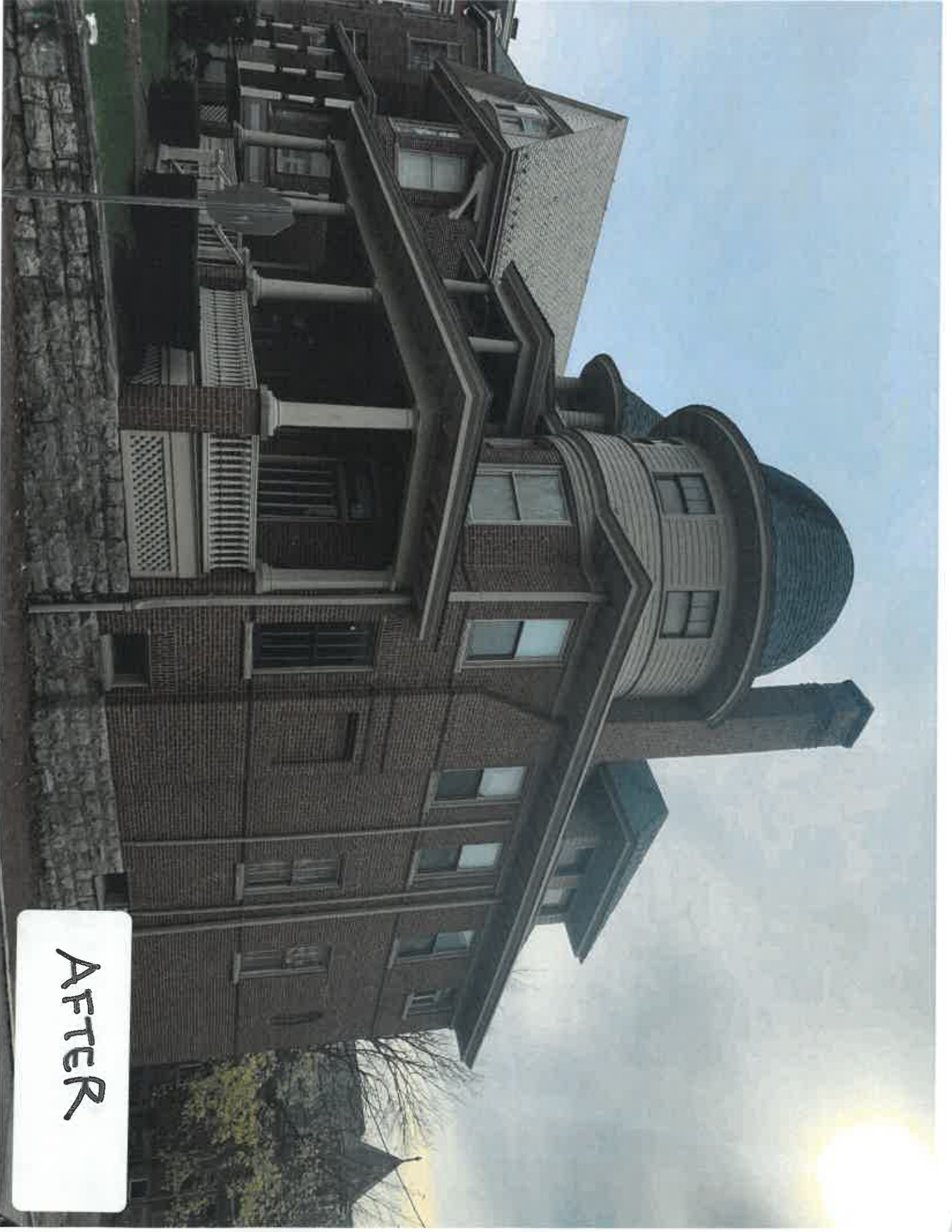
2



AFTER



AFTER



AFTER

File Attachments for Item:

. Order 27,002 - authorizing the sole source purchase of a New 2022 Ford F150 Super Cab XL Pickup from Diehl's Ford in an amount not-to-exceed \$37,220, with government rebates offered by the seller, in accordance with City Code Section 2-171 (d)(3)

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

ORDER NO. 27,002

DATE: May 3, 2022

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

THAT, the Sole Source purchase of a new 2022 Ford F150 Super Cab XL Pickup Truck from Diehl's Ford, 11782 National Pike, Grantsville, MD, 21536 for an amount not-to-exceed Thirty-seven Thousand, Two Hundred Twenty Dollars and No Cents (\$37,220.00) with government rebates offered from the seller be and is hereby approved; and

BE IT FURTHER ORDERED, that this Sole Source purchase is in accordance with City Code Section 2-171 (d) (3).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: May 3, 2022

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the Sole Source Purchase of a New Ford F150 Supercab XL Pickup Truck from Diehl's Ford, 11782 National Pike, Grantsville, MD 21536 for an amount not to exceed \$37,220.

Summary of project/issue/purchase/contract, etc for Council:

Requesting an order to accept the sole source purchase New Ford F150 Supercab XL Pickup Truck from Diehl's Ford for an amount not to exceed \$37,220. During the unforeseen times with supply and demand issues. We received multiple quotes for ½ Ton Pickups, used and new. Diehl's is offering us government rebates, which gave us the best deal. We recently had to surplus the truck that it will replace for safety concerns, a 2003 Ford F250. This is in accordance with the City Code Section 2-171 (d) (3).

Amount of Award:

\$37,220.00

Budget number:

001.078.64000 (Parks and Recreation)

Grant, bond, etc. reference:

N/A

2022 F150 S/LC XL 5.0L V8 8' Bed



Preview Order 4444 - X1E - 4x4 SuperCab: Order Summary Time of Preview: 04/25/2022 11:43:48

Dealership Name: Diehl's Ford Sales Inc

Sales Code : F44496

Dealer Rep.	Benjamin Diehl	Type	Retail	Vehicle Line	F-150	Order Code	4444
Customer Name	X XXXXX	Priority Code	19	Model Year	2022	Price Level	245

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCAB - 163	\$41530	3.31 RATIO REGULAR AXLE	\$0
163.7 INCH WHEELBASE	\$0	7150# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	JOB #2 ORDER	\$0
VINYL 40/20/40 FRONT SEAT	\$0	CV LOT MANAGEMENT	\$0
MEDIUM DARK SLATE	\$0	FRONT LICENSE PLATE BRACKET	\$0
EQUIPMENT GROUP 101A	\$2280	50 STATE EMISSIONS	\$0
.XL SERIES	\$0	AUTO START-STOP REMOVAL	-\$50
.XL POWER EQUIPMENT GROUP	\$0	CLASS IV TRAILER HITCH	\$315
.CRUISE CONTROL	\$0	FLEX FUEL VEHICLE	\$0
.REVERSE SENSING SYSTEM	\$0	FUEL CHARGE	\$0
.17" SILVER STEEL WHEELS	\$0	PRICED DORA	\$0
5.0L V8 ENGINE	\$0	ADVERTISING ASSESSMENT	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	DESTINATION & DELIVERY	\$1795
.265/70R 17 BSW ALL-TERRAIN	\$0		
TOTAL BASE AND OPTIONS			MSRP \$45870
XL HIGH DISCOUNT			-\$750
TOTAL			\$45120

Price = 45,120

Discounts -7,900
37,220

Customer Name: City of Cumberland
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

CITY OF
CUMBERLAND
MARYLAND

DEPARTMENT OF PUBLIC WORKS

April 26, 2022

Mayor and City Council of
Cumberland, MD
57 N. Liberty St.
Cumberland, MD 21502

Dear Mayor and City Council,

I recommend that we move forward with the sole source purchase of a New Ford F150 Pickup Truck from Diehl's Ford. I would like to move forward with this sole source for the following reasons.

- We have gone to multiple dealerships and obtained quotes for new 1/2-ton pickups, as well as, used quotes. This new F150 from Diehl's is the best deal that we could find with government rebates.
- During these unforeseen times with supply and demand issues Diehl's is giving an ETA of 12 weeks on this truck.
- We recently had to surplus truck #503 in the Parks and Recreation Department for safety concerns due to major body rust. Now the department is one vehicle short, which will be an issue as the department's busy season is starting now.

This is in accordance with the City Code Section 2-171 (d) (3) – Sole Source purchases costing more that \$25,000 may be made upon requisition of the department head, funding approval of the comptroller, and approval of the City Administrator with final approval by the City Council.

The truck was budgeted by the Parks and Receptions department for \$33,000. The total for this truck is \$37,220. There is money to cover the overbudget. This truck will be used by the department to haul mowers and supplies to and from The Constitution Park, Mason Sports Complex and many parklets.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY F. SILKA

**PW OPERATIONS
MANAGER**

BROOKE CASSELL



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258

Please consider this sole source purchase.

Sincerely,

A handwritten signature in black ink, appearing to read 'DBJ', with a long, sweeping horizontal stroke extending to the right.

David Broadwater Jr
Fleet Manager



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sole Source Request for New F150 for Parks and Recreation

9 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Mon, Apr 4, 2022 at 1:46 PM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Jeff Silka <jeff.silka@cumberlandmd.gov>
Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Mark, I just want to verify that from a financial standpoint in 001.078.64000(Machinery and Equipment) that there is funding available to purchase a new truck for \$35,460?

Jeff, if Mark approves I would like to ask for a Sole Source approval of a New 2022 Ford F150 Supercab Pickup Truck for the Parks and Recreation Department from Diehl's Ford in Grantsville MD for a total cost of \$35,460. The department budgeted \$33,000 dollar for this truck. I plan to use cash from the department to cover the excess amount, Diehls is offering us Ford Government rebates of \$7,900. I would like to cover this sole source under section 2-171 (d) (3) of the City of Cumberland Code - Sole Source purchases costing more than \$25,000 may be made upon the requisition of the department head, funding approval of the comptroller, and approval by the City Administrator with final approval by the City Council. Competitive bidding in such cases may be waived at the discretion of the City Council. The reasoning behind this is as follows.

1. I have went to multiple dealerships and obtained quotes for new 1/2 ton pickups as well as some used quotes. This new F150 from Diehls is the best deal that I could find with government rebates. I have attached the quotes below and the top one is from Diehls.
2. During these unforeseen times with supply and demand issues Diehls is giving an ETA of 12 weeks on this truck.
3. We recently had to surplus truck #503 in the Parks and Recreation Department for safety concerns due to major body rust. Now the department is one vehicle short, which will be an issue as the department's busy season is starting now.

If you have any questions or concerns please let me know.

Please consider this sole source request.

Thanks,
Brian

David Brian Broadwater Jr

Fleet Manager

City of Cumberland, MD
W: (301) 759-6627 | C: (240) 920-2079
215 Bowen St. | Cumberland, MD 21502



Cumberland
Maryland

Parks and Rec F150 Quotes.pdf
413K

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Tue, Apr 5, 2022 at 10:13 AM

To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Jeff Silka <jeff.silka@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Hi Brian,

If you/Jason transfer \$2,460 from those accounts we identified to 64000, there will be adequate funding for a purchase of \$35,460.

Best Regards,

Mark
[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Tue, Apr 5, 2022 at 11:40 AM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Jeff Silka <jeff.silka@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Thanks Mark, will do.
[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Apr 6, 2022 at 1:02 PM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Jeff, just wanted to check if you had a chance to look over this yet?

Thans,
Brian

[Quoted text hidden]

Jeff Silka <jeff.silka@cumberlandmd.gov>
To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Apr 6, 2022 at 1:03 PM

Yes, I approve.
Jeffrey F. Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>
To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Apr 6, 2022 at 1:09 PM

Thank you sir.
[Quoted text hidden]


Brian Broadwater <brian.broadwater@cumberlandmd.gov>
To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Jeff Silka <jeff.silka@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Tue, Apr 26, 2022 at 10:36 AM

Jeff, the price of this truck has increased to \$37,220 from \$35,460. Ford has raised their prices across the board on their MSRPs. We have the money to cover the excess in the budget with cash. Can I still proceed with the Mayor and City Council Order?

Please consider this increase.

Thanks,
Brian
[Quoted text hidden]

 **2575_001.pdf**
51K

Jeff Silka <jeff.silka@cumberlandmd.gov>
To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>
Cc: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Tue, Apr 26, 2022 at 10:48 AM

Yes, please proceed.
Jeffrey F. Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>
To: Jeff Silka <jeff.silka@cumberlandmd.gov>
Cc: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Tue, Apr 26, 2022 at 10:53 AM

Thank you.
[Quoted text hidden]

File Attachments for Item:

. Order 27,003 - authorizing execution of a Collective Bargaining Agreement with the AFSCME, AFL-CIO, Local #1715, pertaining to certain employees in the general trades and labor, and clerical/technical classifications of the City, for the term May 3, 2022 through June 30, 2025

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

ORDER NO. 27,003

DATE: May 3, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #553, pertaining to certain employees in the general trades and labor and clerical/technical classifications of the City of Cumberland, for the term of May 3, 2022, through June 30, 2025.

Raymond M. Morriss, Mayor

PREAMBLE

THIS AGREEMENT (“Agreement”), MADE AND EXECUTED IN DUPLICATE, THIS _____ day of _____, 2022 (the same date as the Employer’s passage of an Order approving this Agreement), by and between MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, hereinafter known as the “Employer,” and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL #553, hereinafter referred to as the “Union”.

WITNES S:

WHEREAS, by Ordinance #2851 of the Mayor and City Council of Cumberland, dated July 17, 1979, the American Federation of State, County and Municipal Employees, AFL-CIO, Local #553, was designated as the exclusive collective bargaining agent for certain employees in the general trades and labor and clerical/technical classifications of the City of Cumberland; and

WHEREAS, the parties hereto have come to an agreement regarding wages, hours, working conditions and other conditions of employment.

NOW, THEREFORE, in consideration of the premises and stipulations hereinafter set forth, the parties hereto covenant and agree as follows:

ARTICLE I
PURPOSE

SECTION 1:

It is the purpose of this Agreement to promote harmonious relations, cooperation, and understanding between the City of Cumberland and the employees covered hereby, to strive for good collective bargaining procedures, and to establish the best standards of wages, hours, working conditions and other conditions of employment possible.

SECTION 2:

Items not expressly contained in this Agreement will remain the prerogative of the Employer. All terms of this Agreement will be subject to applicable provisions of the Charter and Code of the City of Cumberland and all amendments thereto.

SECTION 3:

Wherever in this Agreement a gender is used, it shall be deemed to include all genders.

ARTICLE II
IMPASSE

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

- (a) If the Employer or the Union concludes that an impasse has been reached on a proposal which has been in negotiating process for no less than three (3) negotiating sessions, or fewer by mutual agreement, either party may refer the impasse by delivering a written statement of its position to the other party together with a written notice of intent to invoke the procedures (Notice) hereinafter set forth.
- (b) Upon the issuance of the Notice either party may notify the Federal Mediation and Conciliation Service (FMCS) of this fact, in writing, and request mediation. Copies of this notification shall be transmitted to the other party.
- (c) It shall be the function of the mediator to assist both parties without taking sides. The mediator shall make no public recommendations on the negotiation issues or public statements of finding of fact in connection with the performance of his service, nor any public statements evaluating the relative merits of the positions of the parties. The mediator shall not make public, confidential or other report concerning the issues, except by mutual agreement of the parties, or as required by the FMCS.
- (d) Nothing in this Article will preclude either party from presenting, in the interest of reaching agreement, a proposal at any stage in the proceedings. By agreement, the parties may recall any referral at any stage in the proceedings.
- (e) If mediation is unsuccessful, FMCS shall appoint a fact finder who shall conduct a hearing and make a written report and recommendation(s) within fifteen (15) days after the request for mediation. A copy of the report shall be sent to the Employer and the Union. The entire mediation and fact-finding process will not exceed thirty (30) calendar days.
- (f) The Employer and the Union agree that the current agreement will continue in effect until both parties have acted upon the report. Any agreement, upon ratification, will be made retroactive to June 30, should that date have been passed.

ARTICLE III
UNION RECOGNITION & UNION SECURITY

SECTION 1:

- (a) The Employer recognizes Union Local #553, American Federation of State, County and Municipal Employees as the exclusive bargaining agent of the employees covered by this Agreement, which shall include all hourly-paid employees of the City of Cumberland in

the General Trades and Labor, Clerical/Technical and Public Utilities classifications for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

- (b) The Employer agrees to furnish the Union with the titles of positions; rates of pay and job descriptions, when available, of all eligible employees. In addition, the Union agrees to provide the Employer with a current copy of its Charter and By-laws, a current Membership Roster, and a current list of officers. All job titles that are represented by the bargaining unit shall be listed in Appendix 1 of this contract.
- (c) It is the mutual desire of the Employer and the Union to foster harmonious relations, and, to this end, the Employer agrees that there shall be no lockout and the Union agrees that it will call no strike against the Employer.
- (d) The Employer agrees that when a change in job description or a new job description is made that will affect a current member of the bargaining unit, the Employer will provide a draft copy of the proposed changes to the Union for its review and accept comments within 15 (fifteen) days.

SECTION 2: Deduction of Union Dues.

The Employer agrees to a check-off system of Union dues. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

SECTION 3: Membership.

All employees covered by this Agreement may, after thirty calendar days of employment, become members of the Union with the understanding that: 1) they may not grieve or arbitrate termination while on probationary status and 2) they may not grieve or arbitrate the extension of their probation as outlined in Article 7, Section 1 of this agreement.

ARTICLE IV **GRIEVANCES & ARBITRATION PROCEDURE**

SECTION 1: Settlement of Employee Grievances.

The Union and the Employer recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this agreement. To this end, the Union, the employees, and the Employer agree that the provisions of this Article shall provide the means of settlement of grievances of employees. However, a grievance shall be considered to exist only when there is a disagreement involving the interpretation, meaning or application of this Agreement. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible as to foster efficiency and employee morale. Any grievance or dispute that may arise shall be settled in the following manner.

SECTION 2: Employee Representatives.

Employees appointed by the Union as union stewards, Union officers or AFSCME staff representative shall be recognized by the Employer as representatives of employees in the presentation and settlement of their grievances.

SECTION 3: Procedural Steps.

► Step 1:

Prior to writing a formal grievance, the Union Steward, or his designated assistant, and the President of the local Union, with the aggrieved employee, shall meet and discuss the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The immediate supervisor will render a decision, in writing, within three (3) working days of that meeting. If a satisfactory agreement is not reached, the employee may file a written grievance.

► Step 2:

If the grievance has not been satisfactorily resolved at step one (1), the Union Steward, President of the Local Union, the Union Representative, and/or the aggrieved employee shall file with their next level of supervision within five (5) working days following receipt of the step one (1) response, a written grievance. That supervisor, along with appropriate staff, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the grievance. The supervisor shall respond in writing to the said appeal, within ten (10) working days following the discussion thereof.

► Step 3:

If the grievance was not satisfactorily resolved at step two (2), the Union Steward, President of the Local Union, the Union Representative, and the aggrieved employee shall file with the employee's next level of supervision within five (5) working days following receipt of the said response, a written notice of the appeal thereof. That supervisor, along with appropriate staff, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the notice of appeal. That supervisor shall respond in writing to the said appeal, within ten (10) working days following the discussion thereof.

► Step 4:

If the grievance was not satisfactorily resolved at step 3 (three), the Union Steward and the President of the Local Union, Union Representative, and the aggrieved employee shall file with the City Administrator within five (5) working days following receipt of the said response, a written notice of the appeal thereof. The City Administrator, with appropriate supervisory staff, if applicable, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the notice of appeal. The City Administrator shall respond to the said appeal, within ten (10) working days following the discussion thereof.

► Step 5:

If the grievance is still unresolved after Step four (4), either party may, by written notice to the other, request that the grievance be submitted to arbitration. Such request for arbitration must be

made with ten (10) working days of the receipt of the response of the City Administrator, as outlined in Step four (4).

Only grievances involving breach, misinterpretation or improper application of this Agreement, termination of an employee, and citing specific section and article of this Agreement, shall be eligible for submission to arbitration.

The Federal Mediation and Conciliation Service shall conduct such arbitration and such arbitrator as assigned by the FMCS shall hear the matter. The parties shall be bound by the usual procedural rules of the FMCS and all phases of the arbitration shall be conducted in accordance therewith. The arbitrator shall have the power to subpoena requested witnesses.

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

SECTION 3:

Working days” as set forth in the grievance steps shall be based on the City Hall working schedule.

SECTION 4:

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

SECTION 5:

Costs and expenses assessed by the arbitrator shall be paid in each case by the party who is unsuccessful in the arbitration procedure. Each party shall pay for its own counsel, if any. The arbitrator shall determine which of the parties was the successful party or whether specific proportions of the costs should be paid by each of the parties.

SECTION 6:

Nothing herein shall be construed to deny the right of individual employees to present matters to the Employer on their own behalf.

SECTION 7:

The Employer shall not discharge or discipline any employee without just cause. The Union shall have the right to take up discharge and discipline of an employee as a grievance procedure at step four (4). The Employer must notify the Union of its intent to investigate an employee for any possible disciplinary action or any violation of city work rules; however, notification is not required for investigations concerning possible criminal activity. Any disciplinary action shall commence within five (5) days of the termination of the investigation

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, demotion, discharge or an agreed upon discipline. Written notification shall be required for suspension, demotion, and discharge. Disciplinary action may be imposed upon an employee only for failing to fulfill adequately his/her responsibilities as an employee or for proper cause. Except for investigations concerning possible criminal activity as provided for in the preceding paragraph, the Union

employee must be notified of initiation of disciplinary action or the start of investigation and what the work rule is that may have been violated within five (5) days of discovery of the cause of such action. An investigation and any disciplinary action shall be completed within 45 calendar days of any violations or any reason to take disciplinary action; this time line may be mutually extended.

A meeting will take place with the City Administrator, the Union President, or his designee and the appropriate employee's managers to discuss any pending discipline, but it shall remain that the City has the final decision. Any disciplinary action, other than termination, or measures imposed upon any employee may be processed as a grievance through the regular procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before any other employees or the public.

ARTICLE V UNION STEWARDS & UNION REPRESENTATION

SECTION 1:

The Employer recognizes and shall deal with all of the accredited Union.

Stewards and the Union President in all matters relating to grievances and interpretation of this Agreement. There shall be no more than one (1) Union Steward and one (1) Assistant Steward (to act on behalf of the Steward in his absence) for each fifteen (15) employees.

SECTION 2:

A written list of the Union Stewards (such lists to outline the area to be represented by Stewards) shall be furnished to the Employer immediately after their designation, but no less frequently than annually, and the Union shall provide the Employer with updated lists promptly upon any changes of such Union Stewards.

SECTION 3:

The appropriate Union Steward and the Union President, or in the event he is unavailable, the Union Vice President, shall be granted reasonable time off during working hours to investigate and settle grievances, upon notice in advance to, and with, the approval of their immediate supervisors. Such time off shall be arranged as soon as possible, and in such manner as to cause the least disruption of, or interference with, any operations involved.

SECTION 4:

(Weingarten Rights) If an employee feels that a meeting with management may lead to any disciplinary action or if the meeting turns into an investigative interview, the Union member shall have the right to have Union representation upon request. Management shall stop any meeting with the employee until Union representation can be arranged. If management continues the meeting, the employee has the right not to answer any questions.

ARTICLE VI
DISCRIMINATION

SECTION 1:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, sexual orientation or gender identification. The Union and the Employer shall have equal responsibility for applying this provision of the Agreement.

SECTION 2:

No employee eligible for membership shall in any manner be discriminated against, coerced, restrained or influenced on account of being a member of Local #553 or of being an officer therein. The Union agrees that no employee eligible for membership who elects not to become a member of the Union shall, in any manner, be discriminated against, coerced, restrained, or influenced.

ARTICLE VII
SENIORITY

SECTION 1:

Seniority shall begin as of the first day of probationary employment. Seniority shall not be assigned until after the satisfactory completion of the established probationary period, which shall be nine (9) months unless extended by written agreement of the employee and the Employer, said extension shall not exceed three (3) months. The Employer will notify the Union President and/or staff representative of any extension and the reason for said extension.

Before appointment is made complete, a probationary employee may, at the discretion of the City, be discharged or their probation extended for one (1) three (3) month period without the consent of the employee or bargaining unit and said discharge or extension will not be subject to the grievance or arbitration procedure.

While on probation, the probationary employee shall be evaluated every ninety (90) days and informed, in writing of any deficiencies.

The Employer may require new employees/new hires to sign an agreement to remain in the position they were hired in for a period not to exceed five (5) years before they can transfer to another department/branch.

SECTION 2: Application.

- (a) Employees shall lose their seniority standing upon separation from employment. An employee's seniority shall not be terminated because of authorized leave of absence or layoffs.
- (b) Employees who voluntarily transfer to another branch shall go to the bottom of that branch's seniority list. In the event of a forced transfer or branch merger, City of Cumberland hire date (seniority) will determine seniority in that branch.

- (c) For all Clerical/Technical bargaining unit members, seniority shall be based on City-wide standing to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the Employer.

SECTION 3: Branches.

For all bargaining unit employees other than Clerical/Technical, branch seniority standing shall be granted. As of the date of this Agreement, the branches are (1) Water Distribution, (2) Vehicle Maintenance, (3) Central Services, (4) Street/Parks and Recreation, (5) Wastewater Collection, (6) Technical Services, (7) Water Treatment Plant, (8) Wastewater Treatment Plant and (9) Flood Control. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the Employer.

Although Parks and Recreation and the Street Departments are merging, current employees in Parks and Recreation will remain in that branch until they become separated from their employment with the City. New hires will be hired as Street/Parks and Recreation Department employees.

SECTION 4: Promotion and transfer.

- (a) In the case of promotion; the employee loses the right to be restored to the position that was vacated and, should the employee return to a bargaining unit position, the employee will be treated as having lost all seniority rights.
- (b) In the case of a voluntary transfer within the bargaining unit, employees (non-Clerical/Technical members and Clerical/Technical members) the transferred employee shall lose all rights to be reinstated to the position they vacated and they will remain in the new position for a period at least 3 years before they can transfer to another department/branch.

SECTION 5: Reduction in force.

- (a) In the case of reduction of force or elimination of a position, seniority for non-Clerical/Technical employees shall be governed by branch standing, with fitness and ability being equal, while seniority for Clerical/Technical employees shall be governed by city-wide standing, with fitness and ability being equal. Layoffs shall begin with those employees having the least seniority, where there is a need to reduce the number of employees, with the following provisions:
 - (1) Employees shall be provided forty-eight (48) hours' notice of layoff;
 - (2) Any employee scheduled for layoff may, within the designated time allotted above, claim any position in a similar or lower job that the employee has the ability to perform with minimal training that is occupied by an employee with less seniority, any original probationary position in his own branch, and, if none is available, then in any branch in the bargaining unit;
 - (3) Employees shall be recalled according to standing in (a) above, in the inverse order of layoff. The employee shall return to work within seven (7) days of written notice of recall, said notice to be provided by certified mail and regular first-class U.S. mail, to the last known filed address or forfeit his seniority rights.

- (b) If a senior employee replaces a probationary employee under the provision of Section 5(a) above, he shall serve a ninety (90) day probationary period in his new branch, during which time he shall be subject to recall to his former branch. If he is not recalled after said ninety (90) day period, then he shall be entered onto the seniority list of his new branch as of the date of his entry into said new branch. If his services are not satisfactory, he shall revert to furlough status without further rights under Section 5(a) in any other branch.
- (c) Any employee exercising the replacement rights under Section 5(a) above, shall, if taking a probationary job in the same job classification, receive the same rate of pay as he was receiving in his former classification. If he takes a job in a classification in a lower pay scale, he shall receive the pay rate in that scale nearest to, but not higher than, his rate received in his former classification.

SECTION 6:

The following Section 6 shall apply for all members of the bargaining unit other than Clerical/Technical:

- (a) A form shall be posted by the Employer for those positions or jobs within the respective branch wherein training shall be deemed available by the Employer.
- (b) Employees may voluntarily sign such form within their branch to signify their desire to be used for training and/or temporary assignment to those positions or jobs.
- (c) The Employer shall select the most senior qualified employee for training and preparation for a period not to exceed six (6) months of time, unless adequate reasons exist to extend that period. Any extensions will first be discussed with the Union President or representative.
- (d) When a vacancy occurs, the most senior qualified employee would have the option to make a lateral movement within the same job classification if the employee meets the qualifications. This lateral movement applies to permanent positions and is not intended for daily bumping,
- (e) Temporary assignment shall be for a period of no longer than ninety (90) workdays unless mutually agreed to by the parties.
- (f) Any position that requires more than ninety (90) workdays of temporary assignment shall be considered an open position and be posted, except in those instances where positions are open because of employees being on approved leave.

SECTION 7:

The following Section 7 shall apply for all Clerical/Technical members of the bargaining unit:

- (a) The Employer may make temporary assignments of employees to positions or jobs within the bargaining unit other than those they normally fill or perform in order to meet the requirements of the operation of the branch.
- (b) All employees who have been temporarily assigned by their supervisor or, in his absence, by the senior ranking person at the job site, to work in a higher classification, shall be paid per current city practice.

SECTION 8:

- (a) When the City decides to fill a vacancy in a bargaining unit position, notice of intent to fill all vacancies for positions in the bargaining unit not subject to reclassification or branch reorganization shall be posted on all employee bulletin boards. Once posted on the bulletin board, Employees shall be given ten (10) working days' time in which to make application to fill the vacancy or to fill a new position being created.
- (b) Assessment books will be maintained for Local 553 employees other than clerical/technical employees.
- (c) An award shall be made to a non-Clerical/Technical member of the bargaining unit as soon as practical following the deadline for application. An award shall be made as soon as practical following the deadline for application to the applicant of the Clerical/Technical bargaining unit who has the necessary abilities, qualifications, and the greatest seniority. In the event there is a disagreement on any such award, an appeal may be made through the grievance procedure.
- (d) The availability of Employer-supplemented training courses will be brought to the attention of the Clerical/Technical members of the bargaining unit and those members will be eligible to participate in said training. Length of service will be given consideration but will not be the sole determination in selecting candidates, the schedule of courses, etc.
- (e) Newly created positions or vacancies are to be posted to include the type of work, place of work, rate of pay, hours of work and job title.
- (f) If a position is vacated and not filled, then to the extent reasonably practicable, good faith efforts shall be made to divide the job tasks between multiple employees in the same branch.

SECTION 9:

The agreed-to seniority lists shall be brought up-to-date and posted July 1st and January 1st of each year and posted on the employees' bulletin boards. Such lists shall contain dates of hire, classification, and branch. The Union President and/or Staff Representative may request copies of the seniority roster.

SECTION 10:

The Employer shall notify the local Union Secretary in writing of all new hires, terminations, lay-offs, and recalls at the end of each calendar month.

ARTICLE VIII
HOLIDAYS WITH PAY

SECTION 1:

The following days shall be legal holidays:

New Year's Day
Martin Luther King's Birthday (Third Monday in January) Labor Day

Presidents' Day
Good Friday
Memorial Day
Juneteenth (June 19)
Independence Day (July 4th)

Columbus Day
General Election Day
Veterans Day
Thanksgiving and day after
Christmas Day
Employees Birthday

All shall be celebrated on such day as is legally designated therefor, except that an employee may take his birthday on any day within the week in which it falls, if work schedule permits. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

SECTION 2:

Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday.

SECTION 3:

For employees in a continuous work schedule, other than employees of the Wastewater Treatment Plant and Filtration Plant, all holidays shall be granted as vacation days and taken in accordance with the usual branch procedure. Except for New Year's Day, Independence Day (July 4th) Veterans Day and Christmas Day employees in a continuous operation at the Wastewater Treatment Plant and the Filtration Plant, who are required to work on the day on which a holiday is observed, shall be paid time and one half (1/1/2) the regular rate for all hours worked in addition to holiday pay.

Employees in a continuous operation at the Wastewater Treatment Plant and the Water Filtration Plant, who are required to work on New Years' Day, Independence Day, Veterans Day and Christmas shall be paid time and one half (1/1/2) the regular rate for all hours worked in addition to holiday pay. This is referring to the actual holiday as opposed to the observed holiday.

SECTION 4:

Employees required to work on the day on which a holiday is observed shall be paid time and one-half (1 ½) the regular rate for all hours worked in addition to holiday pay, except those included under Section 3 of this Article.

SECTION 5:

Should a holiday fall during an employee's vacation period, he shall receive an extra vacation day.

ARTICLE IX
VACATIONS AND COMPENSATORY TIME

SECTION 1:

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

- (a) Members of the bargaining unit hired prior to July 1, 1996 shall earn and ultimately be entitled to receive thirty (30) working days of vacation with pay based on the following schedule: All ASFCME employees that were hired prior to July 1, 1996 earn vacation at the rate of 30 days per fiscal year.
- (b) Hired after July 1, 1996. Retroactive to the first day of probationary employment, members of the bargaining unit hired after July 1, 1996 shall earn and ultimately be entitled to receive twenty-five (25) working days of vacation, with pay, based on the following schedule:
 - 1) Vacation shall be adjusted to July 1 next following employment in probationary status at the rate of 5/12 day for each month or portion thereof worked in the current fiscal year. Said vacation shall be taken during the next fiscal year.
 - 2) Employees hired in the period from January 1 to June 30 shall earn five (5) days of vacation during the first fully completed fiscal year. Employees hired in the period from July 1 to December 31 shall earn vacation at the rate of ten (10) days during the first fully completed fiscal year.
 - 3) Second Fiscal Year..... 10 days
 - 4) Third through Fourth Fiscal Year..... 15 days
 - 5) Fifth through Ninth Fiscal Year..... 20 days
 - 6) Tenth Fiscal Year and above..... 25 days

SECTION 2:

- (a) Pay for all vacations will be based on the rate of pay for the employee at the time of vacation. Up to 25% of employees in each branch may schedule vacation and/or compensatory time on any day of the year. This 25% does not include employees off on worker's compensation or approved FMLA – these employees are reduced from the numerator and the denominator.
- (b) The following notice(s) must be provided when requesting vacation and/or compensatory time:
 - Except for an unanticipated emergency, a ten (10) day notice to the supervisor is required for five or more working days of vacation and/or compensatory time and in accordance with annual scheduling per branch procedures.
 - Except in an unanticipated emergency, one working day notice to the supervisor is required for requesting vacation and/or compensatory time of less than five (5) consecutive working days.
 - Up to ten (10) days of vacation and up to ten (10) days of compensatory time may be used in the following manner: Up to twenty (20) days in one (1) day increments; up

to five (5) days in one-half day (4 hours) increments; or a combination of the two, not to exceed twenty (20) single days or ten (10) half days (4 hours).

- (c) For Clerical/Technical members of the bargaining unit, the following shall apply with regards to vacation leave and or compensatory time:
- (1) Upon prior notice to the Supervisor and in accordance with annually established branch procedures, a Clerical/Technical employee may use vacation and/or compensatory time in one (1) hour increments.
 - (2) Vacation notice requirements shall be arranged by each branch for employees in said branch covered under this Agreement. Approval of requested vacation shall not be unreasonably withheld.

SECTION 3:

Vacation preferences shall be determined on the basis of seniority.

SECTION 4:

Any reservation cost incurred by the employee through rescheduling their vacation by the Employer will be reimbursed, provided the costs are substantiated.

SECTION 5:

Any employee required to return to work while on vacation shall be compensated for time actually worked at time and one-half (1 ½) the regular rate, and all days worked shall be rescheduled as designated in Section 2.

SECTION 6:

Employees leaving the service shall be reimbursed for all accrued vacation to which they were entitled during the current year in accordance with the schedule (See Fringe Benefits Booklet).

SECTION 7:

Clerical/Technical members of the bargaining unit may carry up to five (5) working days of vacation time into the next fiscal year.

SECTION 8:

When employees who are regularly scheduled to work the “3-11” or “11-7” shift are on vacation, their rate concerning shift differential will not be reduced while on vacation.

ARTICLE X
SICK LEAVE

SECTION 1:

Statement of Principles: The City and the Union Agree to the following principles regarding sick leave use.

- a) Sick leave is not intended to be a form of vacation. It is only to be used when the employee is ill and, because of that illness, should not be at work.
- b) Curbing sick leave abuse is a valid City interest. The Union shares this interest because such abuse threatens a valuable benefit and imposes unfair work burdens on those who do not abuse the benefit.
- c) Efforts to identify and halt sick leave abuse should, if possible, focus on an individual's sick leave usage/abuse rather than penalizing all bargaining unit members for individuals' sick leave abuse.
- d) An individual who abuses sick leave is properly subject to progressive discipline.
- e) Sick leave abuse is best determined by patterns of absence due to alleged illness or injury. The most common patterns are listed below, though other patterns are possible.
 - 1) Frequent one (1) or two (2) day absences, as opposed to absences which exceed two (2) consecutive workdays.
 - 2) Consistently high utilization of sick leave from year to year.
 - 3) Use of sick days clustered around scheduled time off (holidays, weekends, etc.).
 - 4) Use of sick days clustered around certain kinds of work.
 - 5) Use of sick leave when that use can be related to certain features of an employee's schedule.

SECTION 2:

Sick leave shall be earned at the rate of one and one-quarter (1 ¼) days per month for each month of employment and cumulative in an unlimited amount.

SECTION 3:

- a) Employees who are sick to the point of disability should not report to work and, if at work when the disability occurs, should not remain at work.
- b) Sick leave may be used by the employees for the bona fide sickness of their dependents. Employees must provide documentation justifying the use of this sick leave. For the purpose of this paragraph, dependent shall be defined as spouse, minor child or adult child who incapable of caring for themselves and lives with the employee.
- c) For the purposes of sick leave for care for a dependent, the employee shall use all available Maryland Sick and Safe Leave hours and/or all other available leave (vacation, comp, etc.) before using sick leave.
- d) Employees of the bargaining unit, if necessary, shall be eligible to use up to two (2) hours for an in-person physician, dental and/or optical appointment, which time shall be charged to sick or other leave with the exception of clerical employee (clerical workers are not charged two (2) for these appointments). Verification of the appointments and attendance there (should include the time required) shall be supplied by the employees to

their supervisors upon their return to work. The two (2) hour physician visit will not be charged against a potential bonus for not using sick leave in a quarter and/or year (see section "4a" and will not count as an occurrence (see section "e").

- e) Should any employee of the bargaining unit be absent four (4) times or more during any fiscal year, a doctor's certificate will be required for the fifth absence and each absence thereafter. Employees must inform their supervisors of the length of time they will be off work, if known. The doctor's certificate must state the employee's fitness for duty.
- f) Members of the bargaining unit will be required to produce a doctor's certificate when off work for more than two (2) days in order to be paid for use of sick leave. If management identifies an employee(s) they believe is abusing sick leave, management shall notify the employee, in writing, that said employee is required to produce a doctor's certificate for any sick leave to be paid. Additional disciplinary actions may be warranted.
- g) Employees may not claim sick leave while on scheduled vacation.

SECTION 4:

- a) For each quarter an Employee does not utilize sick leave or workers' compensation, he/she shall be entitled to one day's pay as a bonus. Employees who do not utilize sick leave or workers' compensation during the course of a fiscal year shall be entitled to an additional day's pay as a bonus. Bonuses under this section shall be paid within 45 days after the bonus period.
- b) In addition, employees shall be entitled to receive payment of up to, but not to exceed, 86 days of accrued unused sick leave at the time of retirement from City employment. The Employee must be eligible and apply for retirement benefits through the Maryland State Retirement system in order to receive the said sick leave payout.
- c) Subject to the City's FMLA policy, in the case of an extended sickness where an employee has exhausted accumulated sick leave, all unused vacation time and compensatory time must be taken. At the end of this time, if the employee is still away from the job because of sickness, a request for leave of absence due to illness shall be made and may be granted by the City Administrator for a period not to exceed one (1) year.

ARTICLE XI OTHER LEAVE

SECTION 1:

Beginning with the first day of permanent employment, an employee shall be entitled to leave, with pay, because of death in the family. There shall be no accumulation of such leave. Unless approved the City Administrator or his designee, this leave must be taken on consecutive working days to include the day of the service/funeral.

- a) Five (5) working days shall be granted in the death of spouse, child, stepchild, stepparent, grandchild, and parent of the employee.
- b) Three (3) working days shall be granted in the death of a brother, sister, mother-in-law, father-in-law, grandparent, half-brother or half-sister, stepbrother and stepsister.
- c) One (1) working day for attendance at the funeral shall be granted in the death of a grandparent, brother, or sister of the employee's current legal spouse; this provision shall also apply if the spouse is deceased and the employee has not remarried.

SECTION 2:

In addition, an employee shall be entitled to leave in the event of an unexpected emergency arising within the immediate family, as well as emergencies pertaining to stepchildren and grandchildren. Said leave shall not exceed five (5) days in any one (1) fiscal year and, when taken, shall be charged to the employee's sick leave for that fiscal year. For the purpose of this Section, the term "immediate family" is defined as the spouse, son, daughter, mother, or father of the employee.

SECTION 3:

There shall be allowed during any given year a period of two (2) days leave, chargeable to sick leave, for the purpose of allowing a member of the bargaining unit to act as a pallbearer for a relative. Said leave may be taken in one-half (1/2) or one (1) day increments, not to exceed one (1) day for any given situation. The City may require the employee to provide verification when this leave is used. Use of sick leave in this manner will not count against the sick leave bonus provided for in Article X, Section 3(d).

SECTION 4:

Employees who sustain injuries while in the employ of the City of Cumberland shall receive their regular rate during the period of temporary total disability, not to exceed one (1) year and subject to the City's FMLA policy. The Employer reserves the right to void this Section in the event that a Wage Continuation Insurance Program is instituted. Further, the Employer shall be responsible to pay employees only the amount necessary to equal 100% of the employee's net and/or take home pay. Pay shall be calculated by taking the employee's base hourly rate times 80 hours, less applicable taxes. This section does not affect the Employer's legal obligation to pay temporary total disability payments on account of workers' compensation claims.

SECTION 5:

The Employer recognizes it is the obligation for every citizen to serve as a juror when called upon to do so and, therefore, employees called for jury service or subpoenaed as a witness (non-party to the case) will be granted leave with full pay. The Employer may request documentation of the employees' jury service, subpoena and/or attendance in court.

SECTION 6:

Employees shall have one (1) personal day per fiscal year commencing the fiscal year after their date of hire. Personal days will not carry over from year to year. Employees must notify their branch managers of their intent to use personal days as far in advance of their use as is reasonably possible.

ARTICLE XII
MILITARY TRAINING LEAVE

Employees will be provided the same Active Duty for Training Leave as is provided to other City employees pursuant to the Active Duty for Training part of the Military Service Section of the City of Cumberland Employee Handbook (and or the leave that Employer otherwise is required by law to provide for active military training).

ARTICLE XIII
MILITARY SERVICE

Employees will be provided the same active military service leave as is provided to other City employees pursuant to the Active Military Service part of the Military Service Section of the City of Cumberland Employee Handbook (and or the leave that the Employer otherwise is required by law to provide for active military service).

ARTICLE XIV
LEAVES OF ABSENCE

SECTION 1:

An employee may, upon application in writing, be granted a leave of absence, without pay, and not to exceed one (1) year, for the reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering the employee's education or training.

SECTION 2:

Notwithstanding other provisions of this Agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence, without pay, for the term of the election or appointment to his office or any extension thereof.

SECTION 3:

Leave of absence with pay for up to eight (8) man-days per fiscal year shall be granted for members to attend and serve as delegates to conventions and other organization conferences related to their Union. In the fiscal year within which the American Federation of State, County and Municipal Employees (AFSCME) holds its international meeting, leave allowable under this Section shall be increased from eight (8) man-days to thirteen (13) man-days for purposes of attending said international meeting. Also, union officials may request additional days for training seminars.

SECTION 4:

Pregnancy leave shall be governed by current federal legislation.

SECTION 5:

Seniority shall accumulate during all leaves of absence. In addition to accruing seniority while on leave of absence granted under the provision of this Agreement, employees shall be returned to the position they held in the branch at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher-rated position in the bargaining unit, the employee may be returned to the higher-rated position under the following conditions:

- a) the position became or remained open during the employee's leave and it is still open at the time the employee returns from leave;
- b) the employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave; and
- c) the employee has greater seniority than other qualified employees requesting assignment to the position.

ARTICLE XV
HOURS OF WORK

SECTION 1:

The regular hours of work each day shall be consecutive.

SECTION 2:

The workweek shall consist of five (5) consecutive eight (8) hour days, except for employees in continuous operations.

SECTION 3:

Eight (8) consecutive hours of work within the 24-hour period beginning at the time designated by each branch and mutually agreed upon by the Union will constitute a regular work day.

SECTION 4:

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work in a regular work shift, and each work shift shall have a regular starting and quitting time.

SECTION 5:

A work schedule showing the employee's shift, workdays and hours shall be posted on each branch bulletin board at all times.

SECTION 6:

Except for emergency situations, work schedules shall not be changed unless the Union and the Employer discuss the changes.

SECTION 7:

- (a) Members of the bargaining unit other than Clerical/Technical shall be entitled to the following:
 - (1) A morning break of fifteen (15) minutes is formally established. Such breaks shall be taken on the job site, with one person obtaining coffee, etc. During severe weather, breaks may be taken at nearby restaurants/coffee shops. Breaks are limited to fifteen (15) minutes, including any travel time.
 - (2) A lunch period for all employees shall consist of forty (40) minutes between 11:55 a.m. and 12:35 p.m. Lunch shall be taken by the daylight shift. The second and third shifts shall take a forty (40) minute lunch period in accordance with past practice. It is preferred that lunch be taken at the job site or at nearby restaurants within the City limits. During severe weather or emergency situations, when crews are compelled to go to the warehouse, adequate travel time will be given so that the employee may have a full, forty (40) minute lunch period.
- (b) All Clerical/Technical members of the bargaining unit shall be granted a lunch period of 60 minutes, as scheduled by the departmental supervisor.
- (c) The following shall apply to all members of the bargaining unit:
 - (1) An employee will receive up to a 30-minute meal break, without loss of pay, and up to a twelve dollar (\$12.00) meal allowance after four (4) hours work in the following circumstances:
 - a) Called into work four (4) or more hours prior to the start of their next regularly scheduled shift;
 - b) Work four (4) hours beyond the end of their regularly scheduled shift; and
 - c) Unscheduled overtime on a non-work day (i.e., Saturday, Sunday or holiday).
 - (2) Employees will receive up to a twelve dollar (\$12.00) meal allowance when they are called in less than four (4) hours prior to the start of their regularly scheduled shift.
 - (3) Employees who are prescheduled eight (8) hours or more in advance shall provide their own lunches.
 - (4) The meal allowance shall be given to each employee on the next paycheck following the period of working overtime.

SECTION 8:

- (a) Any employee who is called to work outside of his regular shift shall receive pay at the rate of time and one half (1½) his regular hourly rate for such time worked, or a

minimum of four (4) hours of straight time pay, whichever is greater. If the called time work assignment and employee's regular shift overlap, the employee shall be paid the call time rate of time and one half (1 ½) until he/she completes two and one half (2 ½) hours of work. The employee shall then be paid for the balance of his/her regular work shift at the regular rate.

Nothing herein shall be construed to mean compound of overtime.

- (b) Employees who are called to work outside of their regular shifts shall receive pay at the rate of time and one half (1 ½) their regular hourly rates for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater. In addition to overtime pay at the rate of one and one half (1 ½), employees who are called out (non-scheduled overtime) for a period that exceeds two and one half (2 ½) hours will receive, in addition to the one and one half (1 ½) times pay, one half (1/2) hour straight time as "reporting-in" compensation. The employee must report to work within one half (1/2) hour from callout to receive one half (1/2) hour compensation.

ARTICLE XVI **OVERTIME**

SECTION 1:

Time and one half (1 ½) the employee's hourly rate of pay shall be paid for work under any of the following conditions:

- a) all work performed in excess of eight (8) hours in any workday;
- b) all work performed on Saturdays, except where this is a scheduled day of work;
- c) all work performed before or after any scheduled work shift.

SECTION 2:

- (a) Double-time shall be paid for all work on Sunday, except when Sunday is a scheduled day of work.
- (b) Except for emergencies declared by the City Administrator or his designee, no employee shall be permitted to work more than sixteen (16) hours in any twenty-four-hour period.
- (c) Time and one half (1 ½) shall be paid for the sixth (6th) consecutive workday and double-time for the seventh (7th) consecutive workday within a work week, i.e., Sunday – Saturday.
- (d) Double-time shall be paid if an employee is required to work more than sixteen (16) straight hours, which is limited to emergency operations.

SECTION 3:

Overtime work shall be distributed equally to employees working within the same job classification in the branch. The distribution of overtime shall be equalized over each six-month period, beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification with the least number of overtime hours' credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours' credit shall be offered the assignment.

This procedure shall be followed until the required number of employees has been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted monthly on the branch bulletin board.

SECTION 4:

Overtime shall be scheduled in a manner that will provide equal opportunity for all eligible non-probationary employees who are qualified to perform the work. Qualified probationary employees shall be asked to work overtime only after all qualified employees in their branch, where overtime is needed have been offered said overtime. Only after all employees in the branch have been offered the overtime, will overtime be offered outside the branch. Each branch shall maintain an overtime roster by seniority, in descending order. An employee who declines the offered overtime, shall be considered to have worked the overtime offered. Employees who are not available for overtime due to illness, vacation, or excused absence shall not be considered to have worked the available overtime and shall be given priority until hours of overtime missed have been worked.

Employees who have vacations scheduled for periods of time which include their regular shifts and extra days they are not regularly scheduled to work shall notify their supervisors in writing of the inclusive dates of their vacations or they shall be deemed eligible for overtime during the period of time they are on vacation outside of their regular shifts.

SECTION 5:

Except for emergencies declared by the City Administrator or his designee, overtime work shall be voluntary, except in an unexpected emergency. There shall be no disciplinary action against any employee who declines to work voluntary overtime, except he shall be posted, without pay, for the number of hours overtime equivalent to that which he would have worked, but refused.

SECTION 6: Compensatory Time.

In lieu of receiving overtime pay, an employee may elect to earn compensatory time at the rate of one and a half (1 ½) hours for every hour of overtime worked or double time for double-time hours worked.

- (a) An employee may accumulate (have on the books) up to eighty (80) hours of compensatory time and may use up to a maximum of eighty (80) hours in any fiscal year.
- (b) Such compensatory time shall be scheduled. as outlined in Article 9 of this Agreement and per branch procedures.
- (c) Employees unable to schedule compensatory time off may elect to be paid for all or a portion of their accumulated compensatory time at their straight time rate.

- (d) Compensatory time may only be used in hourly increments.
- (e) In the last quarter of the fiscal year (April – June) employees must schedule vacation leave before scheduling compensatory time.

SECTION 7: Compensatory Time for Snow and Ice Control Operations.

In carrying out snow and ice control operations, the Employer recognizes, as specified in Section 2 of this Article, that no employee shall be permitted work more than sixteen (16) hours in any 24-hour period; however, in order to carry out its operations and responsibilities in providing service to the citizens of Cumberland, the Employer shall be able to draw upon personnel from other branches only after those employees assigned to the Street branch have worked.

ARTICLE XVII
SAFETY & HEALTH

SECTION 1:

- 1) The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his/her work requires him/her to be in an unsafe or unhealthy situation, the applicable branch supervisor shall immediately consider the matter. If the matter is not adjusted satisfactorily, the grievance shall be processed according to the grievance procedure.
- 2) The Employer agrees to grant time off to any employee designated as a member of the Safety Committee for the purpose of attending training programs related to safety, subject to the final approval of the supervisor.
- 3) Management can modify schedules once a month as necessary to maximize attendance for Safety Meetings.

SECTION 2:

No employee shall be required to operate or use any machine, vehicle, pneumatic or electric tool, or other equipment that is known to be unsafe at the time of assignment or which, in the opinion of the immediate supervisor, becomes unsafe during its operation.

ARTICLE XVIII
BULLETIN BOARDS

The Employer agrees to provide reasonable bulletin board space, labeled with the Union's name, on which notices of official Union matters may be posted by the Union.

ARTICLE XIX
HEALTH & WELFARE

SECTION 1:

At the beginning of the probationary period, an employee and family shall be eligible for medical and prescription insurance coverage with a portion of the premium paid by the Employer. If this medical and prescription insurance coverage is desired, the employee must make application therefore in the Human Resources Office thirty (30) to sixty (60) days prior to start of employment.

Premium for such coverage will continue to be paid for a period not to exceed six (6) months during leaves of absence without pay, granted for personal illness.

All employees with two (2) or more years of continuous service shall receive paid medical and prescription insurance premium coverage for twelve (12) months during leaves of absence without pay, granted for personal illness. The payment of premiums provided for herein is subject to the premium split provisions set forth in the following section of this Agreement.

SECTION 2:

All employees are entitled to medical and prescription coverage with premiums paid by the City of Cumberland based on table below. The employee may choose from the following categories: Individual, 2 Party, and Family.

Insurance Premiums

Effective July 1, 2022 the AFSCME percentage of the low option will increase to 7%.

Effective July 1, 2023 the AFSCME percentage of the low option will increase to 10%

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

LOW OPTION	City	AFSCME
	Percentage	Percentage
Individual	93%	7%
2 Party	93%	7%
Family	93%	7%

The same percentage co-pay will be applied to premiums for the term of this agreement.

SECTION 3:

The Employer further agrees to provide major medical insurance coverage and to provide life insurance coverage in an amount of not less than Ten Thousand Dollars (\$10,000.00) for each employee.

SECTION 4:

Employer further agrees to provide any prescription drug program coverage provided to other City employees to Employees on the same terms and conditions as such benefit is provided to other City employees. The Employer shall continue the current prescription drug program benefits amounts or the next lowest/comparable prescription program available from the carrier, if the current program is no longer available from this carrier.

SECTION 5:

In conjunction with the Employer's policy to pay that portion of the premium for medical and prescription insurance premiums for retired employees of Local #553, the following understanding shall prevail:

- a) Upon the death of retired employees whose premiums were being provided by the Employer and who were providing coverage to their spouses at their expense, those spouses may continue on the Employer's group hospitalization insurance program at their expense until they reach the age of 65. The intent of this provision is to allow for insurance coverage for the spouse in the event of death of the employee prior to the spouse's eligibility for Medicare coverage. Any subsequent changes in Medicare eligibility dates (i.e. increase or decrease in the eligibility age) shall amend the maximum age for the insurance coverage set forth above.

All employees shall enjoy equal opportunity to participate in the health insurance program maintained by the Employer for its employees who are not in the Union on the same terms and conditions as such insurance is made available to those employees who are not in the Union.

SECTION 6:

Retired employees who are not Medicare eligible will be provided the opportunity to continue participation in the medical coverage paying the same percentage of the premium as an individual member would be paying if retired from the City by October 1, 2003. The additional cost for either a 2-party or family plan will be paid by the retiree. If the employee retires after October 1, 2003, the City shall contribute a monthly total of \$260.66 to the individual's premium with the cost difference between the 2 party and family plan being paid by the individual. The \$260.66 shall increase by the cost-of-living percentage provided in Article XXII of this agreement.

SECTION 7:

An employee shall be eligible for reimbursement of up to Two Hundred Dollars (\$200.00) for prescription eyeglasses. Said payment shall apply to the cost of frames and lenses only (not eye examinations) and shall require presentation of an invoice for reimbursement. It shall occur no more frequently than once per fiscal year, unless existing glasses become broke in a work-related accident, as certified by the employee's supervisor. All other aspects of the existing eyeglass policy of the Employer do apply.

Each member of Local #553 shall be granted a shoe allowance in the amount, not to exceed \$250.00 per fiscal year, to be provided by the Employer for the purchase of OSHA ANSI Z41 PT91 safety shoes by the employee. Said shoes shall be in accordance with City policy and worn by the employee during the performance of his/her job duties. When purchasing the above-described safety shoes/boots, the employee may purchase additional work-related clothing items (coveralls, gloves, socks, suspenders, work pants etc..) from the approved vendor up to the \$250.00 limit. All purchases must be made on the same date and time as the OSHA-approved shoes/boots.

SECTION 8:

In the event any employee of the bargaining unit wishes to participate in Union-sponsored Dental Programs via payroll deductions, the Employer is agreeable to process said payroll deductions provided said deductions (contributions) are not a violation of any law, ordinance, or regulation. The following understanding is specified:

- (a) continued capacity of the Employer's payroll system to accommodate the additional deduction.
- (b) said deductions, along with Union dues, must be a specific dollar amount as opposed to a percentage of salary.
- (c) said amounts, once arranged in the program, shall be changed no more frequently than once per year.
- (d) That the Employer assumes no responsibility, liability, or is in any way obligated to the above-mentioned programs other than processing a payroll deduction.

SECTION 9:

If formed, the City and AFSCME agree to participate in a "Health Coalition" with other collective bargaining units to study plan design in an effort to reduce the overall cost of health insurance to the City and its participating employees. The City and AFSCME agree to reopen the discussion on health insurance and rates prior to each year of this agreement.

ARTICLE XX
VISITATION

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

- (a) post Union notices;
- (b) attend negotiating meetings;
- (c) transmit communications authorized by the local Union or its officers to the Employer or his representatives; and

- (d) consult with branch supervisors, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE XXI
WORKING CONDITIONS

SECTION 1:

If any employee is required to wear a uniform, the Employer shall furnish protective clothing, or any type of protective device as a condition of employment such uniforms, protective clothing or protective device, without cost to the employee. The Employer shall pay the cost of maintaining the uniform or protective clothing in proper working condition. The Employer agrees to furnish and maintain rain gear and gloves to all employees when necessary. The Employer agrees to maintain safe and sanitary lock rooms, lavatories and shower facilities. Employees shall take proper care of all City uniforms and equipment. Those employees furnished uniforms or safety clothing shall perform on the job with the issued clothing.

SECTION 2:

Any employees who suffer loss or damage to their personal clothing due to conditions directly connected to their work shall report the damage or loss immediately to their supervisor. All claims shall be investigated thoroughly by the supervisor before any claim is approved for payment. Employee shall be reimbursed for such losses or damages if their claims are approved. All other personal items such as watches, rings, etc., shall be exempt from claims for loss or damage.

SECTION 3:

Coveralls shall be provided for all members of blacktop crews, tarring crews, mechanics, mechanic helpers, the sweeper crew (two employees), and the Sanitary Sewer and Water Distribution employees, if requested by the employee.

ARTICLE XXII
SALARY & WAGE RATES

SECTION 1:

Salary rates agreed upon shall be designated by appropriate ordinances.

SECTION 2:

The employer shall pay all employees by-weekly.

SECTION 3:

Effective the date this Agreement is ratified by the Union, employees covered by this Agreement shall receive a three percent (3%) cost-of-living adjustment, said cost-of-living adjustment to be applied after the longevity step increases provided for in Section 6(b) of this Article are applied. Effective July 1, 2022, employees shall receive a three percent (3%) cost-of-living adjustment. Effective July 1, 2023 employees

shall receive a two percent (2%) cost of living adjustment or a cost-of-living adjustment equal to what non-union employees receive, whichever is greater. Effective July 1, 2024 said employees shall receive a two percent (2%) cost-of-living adjustment or a cost-of-living adjustment equal to what non-union employees receive, whichever is greater.

SECTION 4:

Employees who actually work the 3-11 shift shall be paid a shift differential of \$0.75 per hour and those who work the 11-7 shift shall be paid a shift differential of \$1.05 per hour.

SECTION 5:

For those employees who are required to have a C.D.L., the Employer will pay the difference between the cost of C.D.L. renewal and the cost of a regular license renewal.

SECTION 6: Longevity Steps.

Employees’ salaries and wages shall be subject to augmentation as provided for in the longevity table set forth below. No other longevity steps shall be provided. The increases shall commence being paid upon the applicable employment anniversary. For example, an employee entitled to a longevity step increase upon the anniversary of his fifth year of service shall receive that increase upon the commencement of the fifth year of his employment with the City.

YRS OF SERVICE	5	10	15	20	25
\$ INCREASE IN SALARY/WAGES	\$725	\$725	\$725	\$725	\$725

SECTION 7:

Affected employees (non-Pennsylvania residents) working at the Water Filtration Plant who are required to pay the PA non-resident tax will be reimbursed for said tax. The City will determine the manner the employee will be reimbursed.

ARTICLE XXIII
TRAVEL ALLOWANCE

An employee shall be reimbursed for the use of their personal automobile at the current rate established by the Internal Revenue Service, upon prior approval by the supervisor.

ARTICLE XXIV
CONTRACTING & SUBCONTRACTING OF PUBLIC WORKS

During the term of this Agreement, the Employer shall not contract out or subcontract any public work presently performed by employees covered by this Agreement that would cause their displacement. The Employer shall give sixty (60) days prior notification to bargaining unit representatives of an actual proposal to retain services of contractors to perform bargaining unit work that would result in displacement of employees covered by this Agreement.

ARTICLE XXV
PARKING

SECTION 1:

During normal working hours, the Clerical/Technical employees shall be guaranteed free parking on a City-owned lot.

ARTICLE XXVI
MANAGEMENT & RESPONSIBILITY

SECTION 1:

It is recognized that the management of the City of Cumberland, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the City. Accordingly, the City retains the right, including but not limited thereto, to select and direct the working forces; to hire, suspend or discharge for just cause; assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide the number and location of its facilities, stations, etc.; to determine the work to be performed within the unit, maintenance and repair, the amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials; to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited to this Agreement; and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

SECTION 2:

Management will make available such agreed-upon training courses as are needed to reasonably ensure that the Employees have the skills to perform their job effectively and efficiently.

ARTICLE XXVII
RETIREMENT & DEFERRED COMPENSATION

The Employer and the Union agree to maintain deferred compensation through the City's current plan. The Employer agrees to pay the contribution allowing the Union members to participate in the Alternative Contributory Pension System (ACPS) effective July 1, 2006 and the Union agrees that each member shall pay the required employee contribution.

ARTICLE XXVIII
TERMINATION, CHANGE OR AMENDMENT

SECTION 1:

This Agreement shall become effective on the date first written in this Agreement and remain in full force and effect until the 30th day of June, 2025. It shall be automatically renewed from year-to year thereafter unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by Certified Mail not less than one hundred twenty (120) days prior to the end of the fiscal year the Contract is in effect.

SECTION 2:

It is further understood that this Agreement can only be added to, amended, or modified by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE XXIX
INVALIDATION

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands the date first written at the beginning of this Agreement.

MAYOR AND CITY COUNCIL
OF CUMBERLAND, by:

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO, LOCAL #553, by:

Raymond M. Morris, Mayor

Eddie Martin, President

Richard J Cioni, Councilman

Alvin Boggs, Vice President

Eugene T. Frazier, Councilman

Lisa Tyrell, Negotiation Team Member

Laurie P. Marchini, Councilwoman

Carroll E. Braun, Staff Representative
AFSCME Council 67

Joseph P. George, Councilman

ATTEST:

Marjorie A. Wooding
City Clerk

File Attachments for Item:

. Order 27,004 - authorizing execution of a Contract of Sale with Cumberland Ventures, LLC, regarding the City's purchase of certain parcels of land in the area of Bellevue Street for the purchase price of \$40,000

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

ORDER NO. 27,004

DATE: May 3, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland (“Buyer”) and Cumberland Ventures, LLC (“Seller”) for certain property and improvements thereon located on Bellevue Street and recorded among the Allegany County Land Records in Book 2026, Page 11, for the purchase price of Forty Thousand Dollars and No Cents (\$ 40,000.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met; and

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

Raymond M. Morriss, Mayor

CONTRACT OF SALE

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

1. Property Description. Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the following tracts or parcels of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining which are owned by Seller and are hereinafter referred to collectively as the “Property”:

Lots 12-33 and Residual Lot to be Dedicated to Open Space 0.47 Acres, Subdivision Plat of the Former Sacred Heart Hospital, Allegany County Plat Records Plat 1820, Cumberland, MD 21502, Allegany County Land Records Book 2026, Page 11, Tax Account Nos. (*See* Schedule 1 attached hereto).

Buyer acknowledges that the Property is a part of a registered Brownfield site with the Maryland Department of the Environment. More information is available here:

[https://mde.maryland.gov/programs/LAND/MarylandBrownfieldVCP/Documents/www.mde.state.md.us/assets/document/brownfields/Former Sacred Heart Hospital.pdf](https://mde.maryland.gov/programs/LAND/MarylandBrownfieldVCP/Documents/www.mde.state.md.us/assets/document/brownfields/Former_Sacred_Heart_Hospital.pdf)

2. Purchase Price. The purchase price for the Property (the “Purchase Price”) is Forty Thousand Dollars (\$40,000.00).

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

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

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

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

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

C. Settlement shall be contingent upon Buyer’s performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of

Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, Buyer shall have the right to insist that Seller perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

6. Representations & Warranties. The Property is being sold in as-is condition and, except as otherwise, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all conditions, covenants and restrictions of record, and defects, if any, known or unknown. Seller will provide Buyer with a copy of its Owner's Policy of Title Insurance issued by Stewart Title Guaranty Company. Seller will not otherwise be required to sign an owner's affidavit or other document regarding the condition or status of the Property unless required to do so by Buyer's title insurer if Buyer elects to procure title insurance coverage.

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

8. Possession. Seller agrees to give Buyer possession and occupancy of the Property at the time of settlement. Seller will deliver the Property in substantially the same physical condition as of the date of his/her/their/its execution of this Contract but free of Seller's personal property and all junk, trash and debris. Any personal property, junk, trash or debris shall be deemed to be abandoned and Buyer may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.

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

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

11. Agency/Real Estate Commission. Seller and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions

arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.

12. Settlement. Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer. No later than ten (10) days of the date of this Contract, Seller shall deliver a document signed by all members of Seller, showing that they consent to the sale of the Property on the terms set forth herein and that they authorize a member or members to execute this Contract, any amendments thereto, the deed for the Property and the documents that will be executed at settlement.

13. Notice of Disclosure or Disclaimer Statements; Lead-Based Paint. Buyer is advised that under Maryland law (Real Property Article, Section 10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Contract as, under Section 10-702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Property will be demolished.

Similarly, the disclosures relative to lead-based paint hazards under the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, are inapplicable because the Property is presently unoccupied and it is not intended to be occupied for residential purposes.

14. Documentary Stamps, Recordation, Transfer Taxes. No transfer and recordation taxes and recordation fees are due in connection with the transaction contemplated by the terms of this Contract.

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____

Raymond M. Morriss, Mayor

Date

CUMBERLAND VENTURES, LLC

By: _____

Signature

Printed name and position

Date