



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Seth D. Bernard  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey D. Rhodes  
City Solicitor Michael S. Cohen  
City Clerk Marjorie A. Woodring

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## AGENDA

Regular Meeting  
City Hall Council Chambers, 57 N. Liberty Street

**DATE:** November 05, 2019

### CLOSED SESSION

1. 5:15 p.m. - Convene in open session for the purpose of closing the meeting for an executive session pursuant to Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of Maryland to discuss board, commission, and committee appointments
2. Executive session

### OPEN SESSION

1. 6:15 p.m. - Reconvene into Open Session

### Pledge of Allegiance

### Roll Call

### Summary Statement

1. Summary Statement of executive session held November 5, 2019

### Director's Reports

#### (A) Utilities - Treatment Plants

1. [Utilities](#) Division - Treatment Plants monthly report for September, 2019

#### (B) Utilities - Flood, Water, Sewer

1. [Central](#) Services monthly report for September, 2019

### Approval of Minutes

1. Approval of the Closed Session Minutes of August 13, 2019, the Regular and Work Session Minutes of August 20, and the Regular Session Minutes of September 3, 2019

## **New Business**

### **(A) Ordinances**

[Ordinance](#) 3861 (*1st reading*) - to enact Article V of Chapter 15 of the Code to set forth protocols and procedures relative to parades and special events

[Ordinance](#) 3862 (*1st reading*) – authorizing the terms for conveyance of 301-303,305,and 307-309 Arch Street to the Cumberland Housing Alliance, Inc. and authorizing execution of a deed to effect the transfer

### **(B) Orders (Consent Agenda)**

[Order](#) 26,551 authorizing the Chief of Police to enter into an MOU with the Allegany County Health Dept. to conduct mini "take-back" events and medication pick-ups within the community between 10/15/19 and 6/1/2020, with \$3000 in grant money appropriated from the Health Dept. for this initiative

[Order](#) 26,552 authorizing the Chief of Police to accept a FY20 Maryland Center for School Safety SRO/Adequate Coverage Grant in the amount of \$49,000 for additional School Resource Officers and to supplement the existing SRO Program by providing more coverage among the City's elementary, middle and high schools

[Order](#) 26,553 accepting the sole source proposal from Keystone Ford, Chambersburg, PA for a new 2019 Ford F-550 Regular Cab Dump Truck with Plow and Spreader for an amount not to exceed \$85,230

[Order](#) 26,554 authorizing the sole source purchase of a new Exmark Lazer 37HP Yanmar Diesel, 96" Rear Discharge Mower from Western Maryland Outdoor Power, Inc. for an amount not to exceed \$28,099

[Order](#) 26,555 abating the taxes and utilities owed on City-owned property at 609 Maryland Avenue

[Order](#) 26,556 authorizing execution of a Construction Agreement with CSX Transportation, Inc. outlining terms for the removal and replacement of the Cumberland Street Bridge

[Order](#) 26,557 authorizing execution of a Deed Surrendering Possibility of Reverter / Right of Entry acknowledging that the Cumberland Housing Alliance, Inc. (CHA) has satisfied the development requirements of the Quitclaim Deed transferring City-owned property and improvements at 32-34 Virginia Avenue to the CHA (Land Records Book 2375, Page 140) and, therefore, surrendering unto CHA all of the rights, title and interest held by the City to the property

[Order](#) 26,558 accepting the bid from Queen City Business Systems to supply six (6) new copiers, including support, maintenance, overage charges, supplies and other specifications stated in the Multi-function Copier Proposal bid package, in the amount not to exceed \$31,400

[Order](#) 26,559 authorizing execution of a First Amendment to the AFSCME Local #553 Collective Bargaining Agreement in effect for the period March 1, 2016, through February 28, 2021

[Order](#) 26,560 declaring a 2005 Toro Groundsmaster 580D mower to be surplus equipment and authorizing it for sale or trade-in

### **Public Comments**

All public comments are limited to 5 minutes per person

### **Adjournment**

**Item Attachment Documents:**

Utilities Division - Treatment Plants monthly report for September, 2019

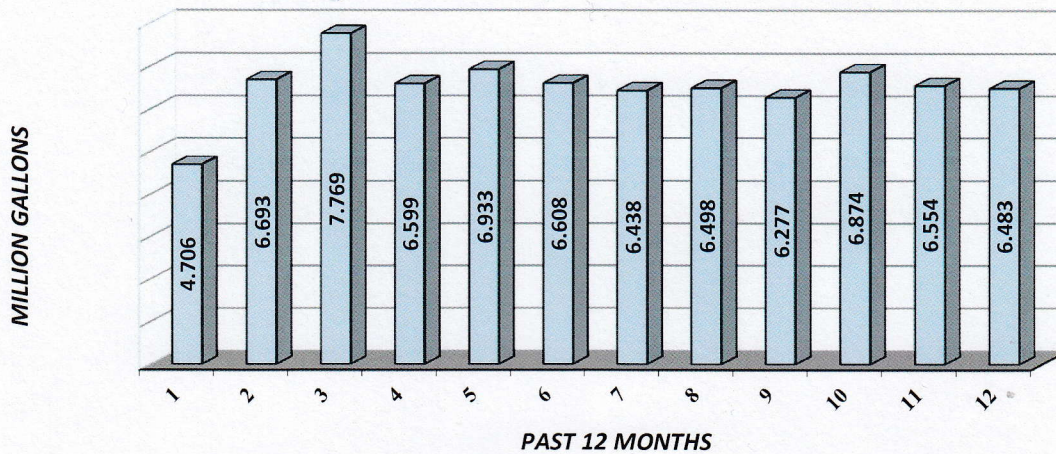


# TREATMENT PLANTS

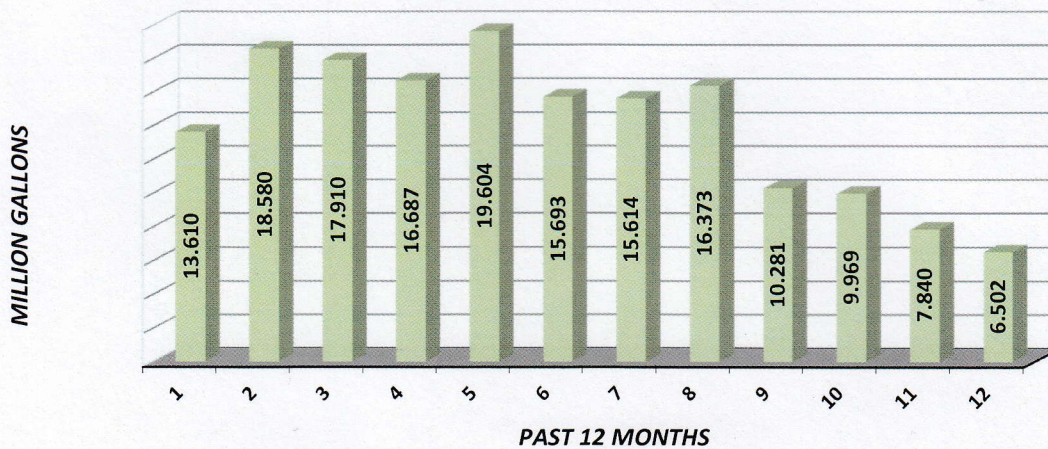
## MONTHLY UTILITY REPORT

### SEPTEMBER 2019

AVERAGE DAILY PRODUCTION - WFP



AVERAGE DAILY PRODUCTION - WRF



### BRIEF LIST of EVENTS

100% COMPLIANCE WITH ALL FEDERAL & STATE REGULATIONS

NEW COMPUTER MAINTENANCE MANAGEMENT SYSTEM "eMAINT" BEING IMPLEMENTED AT BOTH TREATMENT FACILITIES

**WFP** ALL LEAD & COPPER RESULTS TESTED AT PA CUSTOMER TAP WERE IN COMPLIANCE WITH REGULATED LIMITS

**WFP** ADJUSTMENTS IN KMnO4 FEED SYSTEM BEING MADE WHILE PREPARING FOR NEW LAKE AERATION COMPRESSORS

**WFP** UNINTERRUPTIBLE SERVICE, FILTER SURVEILLANCE AND COMPREHENSIVE MONITORING PLANS DEVELOPED AS PER PA DEP

**WRF** ALL LABORATORY PROCEDURES & PLANS ARE IN THE PROCESS OF BEING UPDATED OR REVISED

**WRF** 5 HIGH VOLTAGE BREAKERS BEING REPAIRED BY CAMCO IN ALTOONA, PA

**WRF** OPERATIONAL STORM FLOW STRATEGY BEING DEVELOPED FOR NEW CSO FACILITY

**Item Attachment Documents:**

Central Services monthly report for September, 2019



## **Central Services – September 2019**

- **City Hall**: Replaced blind in Mayors office. Installed new panic buttons. Repaired Chiller. Moved thing out of Community Development before HVAC Project started. Turn HVAC system off and drain all water from system for HVAC improvement project. City Hall. Preventive maintenance on the air handlers at City Hall while there down for the HVAC improvement project. ( Clean, repair and replace Parts ) Moving file cabinets and desks out of way of contractors City Hall HVAC project.
- **Municipal Service Center**: Fixed toilet in bathroom of Water Department. Fixed track on west side garage door that had been hit. Hazard Communication Training. Replace ceiling tile in women bathroom at MSC.
- **Public Safety Building**: Made repairs to Chiller #1. Installed new air compressor in garage of fire department for the trucks air brakes. Repaired water valves for the two holding cells in Police Department. Repaired cracks in the floor of Fire Department garage. Built new shelves in evidence processing room at Police Department. Replaced condenser fan on Chiller. Replacing lights in David Goad office that are not working. Installed new data cat 6 cables on second floor police department of PSB (Records room and evidence room). Cleaned the three main air handlers units at PSB ( Disinfect and wash the cooling and heating coils before the heat is turned on). Replaced belts on fan motor in fire department at PSB. Replacing belts on return fan blower in boiler room at PSB. Installed new counter top in evidence processing room at police department PSB.
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- **Police shooting Range**: Made repair to building and barricades.
- **Park Pool & Parks & Rec.**: Remove motor, pump and base from Park Pool Slide to be rebuilt at motor shop.
- **Downtown Area & Mall**: Started removing old parking equipment for CCPG (George Street Parking Garage).
- **Traffic and Street Lights**: Traffic light maintenance (replacing broken light heads, light head shads and any in bad shape. Replaced traffic controller with new one at Maryland Ave. and Williams St. Worked on traffic control cabinet at Greene St. and Lee St. in Flash because of power outage. Marked and located street lights to be repaired by Potomac Edison.
- Load tested generators. September 25, 2019
- Monthly Safety Meeting – September 10, 2019

**Item Attachment Documents:**

1. Approval of the Closed Session Minutes of August 13, 2019, the Regular and Work Session Minutes of August 20, and the Regular Session Minutes of September 3, 2019

# **Mayor and City Council of Cumberland**

## **Closed Session Minutes**

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

Second Floor Conference Room

Tuesday, August 13, 2019, 5:30 p.m.

The Mayor and City Council convened in open session at 5:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (4) of the General Provisions Article of the Annotated Code of Maryland to discuss proposals for the development of the East Side School site.

**MOTION:** Motion to enter into closed session was made by Council Member Frazier, seconded by Council Member Marchini, and was passed on a vote of 5-0.

**PRESENT:** Raymond M. Morriss, President; Council Members Seth Bernard, Richard J. Cioni, Eugene Frazier, and Laurie Marchini.

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; CEDC Executive Director Paul Kelly; CEDC Specialist Matt Miller

**Mayor and City Council of Cumberland**

**Closed Session Summary**

**August 13, 2019 at 5:30 p.m.**

**Second Floor Conference Room, City Hall**

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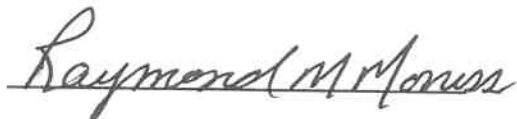
On August 13, 2019, the Mayor and City Council met in closed session at 5:30 p.m. in the second floor conference room of City Hall to discuss proposals for the development of the East Side School site. Authority to close the session was provided by Section 3-305 (b) (4) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members Seth Bernard, Richard J. Cioni, Eugene Frazier, and Laurie Marchini;

City Administrator Jeff Rhodes, City Solicitor Michael Cohen, City Clerk Marjorie Woodring, CEDC Executive Director Paul Kelly, CEDC Specialist Matt Miller

On a motion made by Council Member Frazier and seconded by Council Member Marchini, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:06 p.m.



Raymond M. Morriss, Mayor

Entered into the public record on **AUG 13 2019**

# **Mayor and City Council of Cumberland**

## **WORK SESSION**

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

Tuesday, August 20, 2019  
4:30 p.m.

**PRESENT:** Raymond M. Morriss, President; Council Members: Richard Cioni, Eugene Frazier, and Laurie Marchini. Council Member Seth Bernard was absent

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Bob Rider, Water Superintendent; Rodney Marvin, Utilities Manager; Robert Smith, City Engineer; Bill Patch, President AFSCME Local 553; Alvin Boggs, VP AFSCME Local 553; Eddie Martin, AFSCME Local 553 Board Member; MD American Water VP of Business Development Jordan Mersky; MD American Water President Barry Suits; Alexandra Shull, Compass Government Relations Partners

Media: Brian Gowans, WCBC

### **I. MD AMERICAN WATER COMPANY**

Introductions were made, and Mr. Mersky, Vice President of American Water, provided public presentation materials on his company. He then handed it off to Mr. Suits, President of Maryland American Water, who advised that this was just an introductory meeting to make the City aware of who they are. He added that in VA American water does both water and wastewater, but only water service in MD right now, and went over the areas they serve in MD, including the largest, Fort Meade.

Mr. Suits stated that one of the reasons he wanted to sit down and talk was because last year Governor Hogan and the State Legislature passed a bill that enhances the opportunities for communities in terms of how the value of a water/wastewater system is sold by a municipality, and allows for a value of the system by experts, much like the appraisal on a house.

In answer to a question, Mr. Suits advised that the AWWA (American Waterworks Association) is a different entity than his company, although they are a member, and stated that most municipal water systems are, adding that there are 55K separate small to large operations in that organization. He said that American Water does a lot of sharing of resources the same way AWWA does.

Mr. Mersky advised that they were founded about 135 years ago in PA, they are a public company, and they operate in 16 states on a regulated basis. He added they also do contract services, providing warranty contracts, for areas like waterline to curb to home, and provided

multiple statistics on how much and who they serve. He said that with the Fair Market Value Act in MD, they were assisting MD American Water Co. in approaching towns to consider privatizing their systems.

Mr. Mersky went into the different ways to privatize, and the many different reasons why towns privatize. He added that they've seen them all, and they do about 10-15 privatizations a year. Mr. Cohen inquired if handing off water to professionals and the acquisition of a water system were the two general ways of privatizing. Mr. Suits explained that they are basically one and the same; they "own and operate" – they don't operate. He added that they can get quick access to very high-level assistance, with a level above typical city staff, such as water quality testing labs, design & consulting firms, engineering groups, etc.

Mr. Mersky added that at the staff level, when they acquire a system, they hire all employees that are already in the system, and that it's not about reducing the workforce. He stated that over half their workforce is unionized, and is represented by 12 different unions.

Mr. Cohen inquired about their acquisitions in Scranton and McKeesport, and how they compare in size to Cumberland. Mr. Mersky replied that Scranton and Bel Air are each about 65K people, and both are wastewater in addition to water. He added that they are regulated in 14 of their 16 states by a public utility commission, who sets the rates, with no regulation in Michigan and Georgia.

In response to how the cost of acquisition would be passed to the consumer, Mr. Mersky advised that it's a conversation of valuation when a town decides to privatize, with the biggest drivers being the net asset value of the system, and the cash flow. He added that when they do an acquisition, they don't try to have a premium pushed down to the customers merely because they've acquired; they don't want to raise rates just to pay for the acquisition, and will work with the town. He added that in some situations if a town has large expenditures in the future they will sell their water in order to place the burden on them.

Mr. Mersky also advised that if future repairs are needed, it will get passed down to the consumer, as any capital they invest in the system needs to be paid for, saying that the only profit they make is an authorized rate of return. He added that if you can operate the perfect system where revenues match up with investments, you never need raise rates, but no system is ever perfect, as there's always new standards, infrastructure ages, etc.

Mr. Cohen asked if the City hypothetically set an amount of repairs in-house, and the same set of improvements were done through a company such as American Water, why the repairs would be better through the company than in-house. Mr. Suits replied that as stated earlier, they have access to experts that can do things more efficiently; they buy materials in bulk, so they're less expensive, and they are focused only on water and wastewater. Both Mr. Suits and Mr. Mersky advised in detail the benefits of their company over in-house, and added that they are also regulated at a higher degree. Mr. Suits added that they have an office in every town



where they work, and said with that you gain a partner in the community, and they work very hard to give back. He also mentioned that they have a lot of union employees, with quarterly management meetings, and they value their labor force, while having zero tolerance – focusing on safety. Mr. Mersky added that they negotiate benefits nationally.

Bill Patch, President of AFSCME Local 553, inquired about absorption of current employees. Mr. Suits stated that they hire all employees that are currently working, with seldom getting rid of people, at least since he's seen in 10-15 years, and trimming staff is not the approach they take. He added that generally speaking, by law they have to negotiate to change your benefits, but they can be pretty creative. Mr. Mersky added that certain things have to change legally if you privatize; you can no longer be part of a state pension fund, you have to transfer to an enhanced 401k. He stated that their benefit package is fairly strong and compares favorably to others, and added that one of the terms in the privatization agreement is to negotiate the same or similar package with union and non-union employees.

Rodney Marvin, Utilities Manager, questioned if the water treatment plant would operate under PA or MD, since it is currently regulated from both states. Mr. Mersky said it would depend on the structure, but they are always open to solutions and are willing to be flexible – whatever makes more sense for the structure of the privatization. Mr. Suits added that they have a good relationship with PA regulators.

Councilman Cioni asked about the binding terms for taking care of employees. Mr. Mersky replied that the town can put conditions in the agreement that the town would have to enforce if the agreement wasn't met, and added that each Collective Bargaining Agreement has different clauses to be negotiated.

Mr. Mersky also stated that different conditions on agreements all affect the value of the contract one way or another and some promises will drive down the value of the agreement. Mr. Cohen added that the contract can have anything you want, but it comes with a cost – or you can have less restriction with a higher return on the investment.

Robert Smith, City Engineer, asked about working with his department in terms of not coming back through and tearing up roads that have recently been paved, if the City goes with the privatization. Mr. Suits said that in Alexandria, VA where his office is, they would meet with the Engineering Department on a regular basis and coordinate replacement projects tightly with paving so they can get ahead of them. Mr. Mersky added that they will provide more case studies to Council.

Mayor Morriss thanked American Water for the meeting and said it was important after the law changed in Maryland to have this conversation. He stated that as City representatives they need to know all they can.

## **II. ADJOURNMENT**

With nothing further, the meeting adjourned at 6:00 p.m.

Respectfully submitted,

Marjorie A. Woodring  
City Clerk

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



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Seth D. Bernard  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey D. Rhodes  
City Solicitor Michael S. Cohen  
City Clerk Marjorie A. Woodring

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## MINUTES

M&CC Regular Meeting  
City Hall, Cumberland

DATE: August 20, 2019

**I. 6:15 P.M. – Convene in Open Session**

**II. Pledge of Allegiance**

**III. Roll Call**

PRESENT

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

ABSENT

Councilman Seth Bernard

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

**IV. Presentations**

1. Certificate of Recognition to Eric Mawhinney for capturing the Men's Championship of the Mason Cup Marbles Tournament, and Certificate of Appreciation recognizing the Mawhinney family for their continued organization of the Mason Cup and various other marble tournaments.

Mayor Morriss presented a Certificate of Recognition to Eric Mawhinney for his Men's Mason Cup Championship win, and presented Eric's entire family with a Certificate of Recognition for their years of service in this and other marble tournaments through the years.

2. Presentation of the 2019 Let's Beautify Cumberland Blue Ribbon Award Winners and the Good Neighbor Award Certificates by Co-chairs Ginny Decker and Ed Mullaney

Ed Mullaney, Co-Chair of Let's Beautify Cumberland, spoke about the origins of LBC in 1996, talked about his current team members and volunteers, and recognized Mayor Ed Athey and Butch Hendershot's efforts in this organization. He then acknowledged Co-Chair Ginny Decker's work, City Forester Paul Eriksson's contributions, and LBC's coordination with County United Way. Mr. Mullaney then presented the All Star Award to Ray and Linda Shield for continually improving their property, and the Blue Ribbon and Good Neighbor Awards to various businesses and residents for their contributions in the beautification of the City.

## **V. Director's Reports**

### **(A) Administrative Services**

1. Administrative Services monthly report for July, 2019

### **(B) Police**

1. Police Department monthly report for July, 2019

### **(C) Utilities - Flood, Water, Sewer**

1. Utilities Division-Flood/Water/Sewer monthly reports for June and July, 2019

Motion to approve the reports was made by Councilman Cioni, seconded by Councilwoman Marchini, and was approved on a vote of 4-0.

## **VI. New Business**

### **(A) Orders (Consent Agenda)**

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approved Consent Agenda Orders 26,509 – 26,511 was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 4-0.

Order No. 26,509 authorizing the approval of a Forest Stewardship Plan for the City of Cumberland and the Evitts Creek Water Company

Paul Erikson, City Forester, spoke on the Forest Health and Condition Report, which he stated was a managing guide for identifying areas in the forest in need of attention, regeneration, or diversity. He added that the plan has been vetted by public forum and Evitts Creek Steering Committee, Shade Tree Commission, Foresters, etc., and if approved by M&CC they will take it to the PA Department of Natural Resources and Department of Forestry for final approval.

Steve Resh, professional forester for 32 years, advised that he helped to put the plan together and expounded on the quality of the document, saying it is unsurpassed and will help guide the City with the watershed for the next 40 years at least.

Tom Matthews, retired DNR wildlife biologist and member of the Allegany County Forestry Board, stated that he has monitored the development of this plan and said it was a great process and is a great document, and said he was thrilled as a resident to see a science-based approach to this important forest plan and encouraged Mayor and Council to vote to approve it.

Order No. 26,510 declaring a 2002 GMC Sierra Pickup (VIN 1GTEK19V32E181847) as surplus and authorizing its trade-in or disposal

Order No. 26,511 authorizing Special Taxing District exemptions for 33 N. Centre Street (\$625.39) and 47 Baltimore Street (\$397.42) for the 2019/2020 tax years

## **VII. Letters / Petitions**

1. Letter from Captain Chuck Ternent of the Cumberland City Police Department requesting the Mayor and City Council to review and comment on a FY20 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$12,278.00 that will be used to purchase additional less lethal equipment in the form of Tasers or conducted electrical weapons to be utilized by the Cumberland Police Department and the Allegany County Sheriff's Office.

The letter was acknowledged and entered into the public record.

## **VIII. Public Comments**

Charles Shelquist, 803 Hill Top Drive, provided a written statement with comments on proposed CDA bonds, and questioned if the City was in a position to take on this debt for future projects, and if it will affect the City's bond rating.

Mayor Morriss said he could assure him that during the budgetary process this year and the Public Budget Work Session, these items were discussed as far as debt and where the City is and needs to be, and will keep his comments in mind. He added that as far as setting a limit to borrowing, he will discuss it with Council, but advised that it was similar to what the Federal Government does.

There was discussion between Mayor Morriss and a person in attendance regarding the difference between what the City does and what the Federal government does.

Councilwoman Marchini gave a shout-out to all the kids and School Resource Officers returning to school and especially to Jeremy Hendricks and Chris Fraley. Mayor Morriss asked Chief Hinnant to bring some SROs to a future meeting, saying they do a wonderful job in the schools.

Delegate Mike McKay spoke on the House of Delegates Work Stability Group coming to Allegany College's Continuing Education Building on August 28<sup>th</sup> from 5:00 to 7:00 p.m. and provided background on the group and places the group has visited prior to coming to Cumberland. He invited Mayor Council to attend and speak with his colleagues about how to maintain economic stability.

All public comments are limited to 5 minutes per person

**IX. Adjournment**

With no further business at hand, the meeting adjourned at 7:20 p.m.

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

Raymond M. Morriss, Mayor \_\_\_\_\_

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



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## MINUTES

M&CC Regular Meeting  
City Hall, 57 N. Liberty Street

DATE: September 03, 2019

### **I. OPEN SESSION**

6:15 p.m. - Convene into Open Session

### **II. Pledge of Allegiance**

### **III. Roll Call**

#### **PRESENT**

Mayor Raymond M. Morriss  
Councilman Richard J. Cioni  
Councilman Eugene Frazier  
Councilwoman Laurie P. Marchini

#### **ABSENT**

Councilman Seth Bernard

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor;  
Marjorie Woodring, City Clerk; Police Chief Charles Hinnant; Fire Marshal Shannon Adams

### **IV. Presentations**

1. Mayor Raymond M. Morriss to administer Oath of Office to Patrol Officers Kori R. Smith, Cassidy L. Lease and Benjamin L. Click

Chief Hinnant provided personal and professional background on each officer and introduced family members in attendance. Mayor Morriss administered the Oath of Office to the officers and the members of Council extended congratulations.

### **V. Director's Reports**

#### **(A) Public Works**

Central Services monthly report for July, 2019

Motion to approve the report was made by Cioni, seconded by Marchini, and was passed on a vote of 4-0.

**(B) Utilities - Treatment Plants**

Utilities Division-Treatment Plants monthly report for July, 2019

Motion to approve the report was made by Cioni, seconded by Marchini, and was passed on a vote of 4-0.

**VI. Approval of Minutes**

1. Approval of the June 11, 2019 Work Session Minutes, and the Regular Session Minutes of June 18, 2019

Motion to approve the minutes was made by Frazier, seconded by Marchini, and was passed on a vote of 4-0.

**VII. Public Hearings**

1. Public Hearing - to consider an Ordinance authorizing the issuance and sale of general obligation debt not to exceed \$3,800,000 in aggregate principal amount, issued under the MD Local Government Infrastructure Financing Project, to be known as the "Mayor and City Council of Cumberland Infrastructure Bonds, 2019 Series B," through the Community Development Administration (CDA), to be used for financing or refinancing costs of Projects defined in the Bond, funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or paying issuance and other costs related to the Bonds

Mayor Morris convened the Public Hearing at 6:30 p.m.

Mr. Rhodes discussed the purpose of the Ordinance, stating that the proposed borrowing would finance capital needs for FY20, with the majority of the borrowing dedicated to street paving and replacement of the ladder truck. He highlighted additional equipment and capital projects that would be included in the borrowing.

Mayor Morris opened the floor for comments or questions.

Councilwoman Marchini questioned what the City borrowed the previous year through bond funding. Mr. Rhodes advised that although he did not have the exact number at hand, the City did typically borrow from year to year, through this year more was being borrowed for the regular operating budget than in the last several years so that the City could continue its paving program and purchase the ladder truck.

Mr. Kenneth Wilmot asked how many years it would take to pay off the bond. Mr. Rhodes discussed how repayment of the bond was structured, noting that some assets would be paid off earlier than others, and that could vary from 7 to 20 years.

With no further comments, the public hearing adjourned at 6:34 p.m.



## **VIII. Unfinished Business**

### **(A) Ordinances**

1. **Ordinance 3858** (*2nd and 3rd readings*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,800,000 in General Obligation Bonds, to be known as the "Mayor and City Council of Cumberland Infrastructure Bonds, 2019 Series B," through the Community Development Administration (CDA), to be used for financing or refinancing costs of Projects defined in the Bond, funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or paying issuance and other costs related to the Bonds

Mr. Rhodes reviewed the proposed Ordinance, stating that in addition to his comments during the public hearing, he wanted to note that the bonds would not be supported by a total obligation of the General Fund. Some of the items were earmarked for the other funds and the obligation would therefore be split out amongst all the appropriate funds.

SECOND READING: The Ordinance was presented in Title only for its second reading. The reading was interrupted and motion to suspend the second reading and move to the third after comment was made by Frazier, seconded by Marchini, and was passed on a vote of 4-0.

The Mayor opened the floor for comments and none were put forth.

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

## **IX. New Business**

### **(A) Orders (Consent Agenda)**

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Morriss entertained questions or comments, as noted below.

**Motion to approve Orders 26,512 through 26,523 on the Consent Agenda was made by Cioni, seconded by Frazier, and was passed on a vote of 4-0.**

**Order 26,512** - authorizing abatement of utilities for properties 884 Sperry Terrace, 307 Broadway Street, 215 Knox Street, and 1016 Ella Avenue

**Order 26,513** - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Dept. to conduct six drug interdiction events, partnering with other local law enforcement agencies, between now and June 1, 2020 with the goal of reducing the illicit supply of opioids in Allegany County. \$10,000 in grant money has been made available from the MD Dept. of Health, Opioid Operational Command Center for police overtime

**Order 26,514** authorizing the abatement of property taxes for City-owned property at 119 Pennsylvania Ave.

**Order 26,515** - declaring City-owned properties at 17/19 N. Waverly Terrace and 27 Ridgeway Terrace to be surplus properties and declaring the City's intent to transfer the properties to Mr. Greis Kaarvaliksen

Councilwoman Marchini questioned whether there would be time frames within which the new property owner would be required to complete improvements. City Solicitor Cohen advised that once the property was declared surplus, there would be an Ordinance presented with a Contract of Sale that would include rights of reverter clauses.

**Order 26,516** - authorizing the Chief of Police to execute a letter to Dr. Rameen J. Shafiei setting forth terms and conditions pertaining to services he will provide as a volunteer physician in connection with the deployment of the Cumberland Emergency Response Team (CERT)

**Order 26,517** - authorizing the abatement of utilities for 118 Baltimore Street, owned by the Cumberland Economic Development Commission (CEDC)

**Order 26,518** - authorizing the execution of Change Order 1 with Bennett Brewer & Associates, LLC for the Decatur Street 24" Crosstown Water Main Replacement" Project (31-17-W) for additional engineering services in the increased not-to-exceed cost of \$50,462

Councilman Cioni questioned whether the problems in the Decatur St. area were close to resolution. Mr. Rhodes advised that the State has provided some funding for this project, but not enough to do it all. At some point, the City may have to take out a water quality loan to complete the project. The engineering services will help determine a scope of work which will then allow an estimate of the total cost to be known. The work will take place in phases.

**Order 26,519** - authorizing the City Administrator to execute a Letter of Agreement with Verizon Maryland, LLC acknowledging Verizon's lease renewal of their three (3) parking spaces in the George St. Parking Garage, at the rate of \$75 per space, for one year to be effective July 1, 2020 through June 30, 2021

**Order 26,520** - declaring City-owned property at 301-303 Arch Street and 305 Arch Street to be surplus property and declaring the City's intent to donate the properties to the Cumberland Housing Alliance, Inc. for the construction of a single family home

**Order 26,521** - declaring City-owned property at 349 Davidson Street as surplus property and declaring the City's intent to transfer said property to Venus Starr for the amount of \$500

**Order 26,522** – authorizing the City Administrator to execute a Contract Amendment with EBA Engineering, Inc. to incorporate a wider scope of work for the “Collection Systems Asset Management Project (19-15-M)” for an additional cost not-to-exceed \$67,000 and extending the contract ending date through August 31, 2021; bringing the total cost of the project to \$155,800

**Order 26,523** - authorizing execution of an Access Agreement with Allegany Junction Limited Partnership to set forth terms by which Allegany Junction may enter upon City-

owned properties at the former Eastside School Site to conduct testing and inspections to assist in making a determination as to whether to make an offer to purchase said properties

## **X. Public Comments**

All public comments are limited to 5 minutes per person

**Nick Gelles**, 317 Pearl Street, stated that nothing had been done on Pine Avenue yet. He had turned in a petition to Council from the neighbors and they have asked when something will be done about the situation.

**Erin DeLong**, 21 N. Allegany Street, requested that Allegany Street be paved rather than patched, as she had been advised by Columbia Gas, now that their project was nearing its end in her neighborhood. She discussed that Allegany Street was heavily traveled with the bridge closure and was slippery in winter because it was brick paved. She requested that Paw Paw Alley also be given consideration for paving because of the increased traffic due to the bridge closures.

**Charles Woods**, 11911 Aster Avenue, Cresaptown, discussed concerns about the location of a curb cut that was currently being installed on Glenwood Street in front of a vacant lot. He stated no improvements have been made on the lot, therefore the curb cut shouldn't be allowed. He questioned why a no parking sign was being put up in front of a vacant lot and why the City was spending money to put in the curb cut. He stated he lived outside the city limits but was representing the York family that lived on Glenwood Street.

## **XI. Adjournment**

With no further business at hand, Mayor Morriss adjourned the meeting at 7:12 p.m.

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

Raymond M. Morriss, Mayor \_\_\_\_\_

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

**Item Attachment Documents:**

Ordinance 3861 (*1st reading*) - to enact Article V of Chapter 15 of the Code to set forth protocols and procedures relative to parades and special events

ORDINANCE NO. 3861

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO ENACT ARTICLE V OF CHAPTER 15 OF THE CITY CODE (TO-WIT: SECTIONS 15-80 TO 15-90, INCLUSIVE) PERTAINING TO PARADES AND SPECIAL EVENTS."

WHEREAS, the City's protocols and procedure relative to parades and special events have not been set forth in writing, nor have they been adequately defined; and

WHEREAS, the enactment of this Ordinance established defined protocols and procedures.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Sections 15-80 to 15-90 of the Code of the City of Cumberland (1991 Edition) are hereby enacted and shall read as set forth in the attachment to this ordinance.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

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

## CHAPTER 15 , ARTICLE V

### **Sec. 15-80. Applicability; Short Title.**

The terms of this article shall apply to parades and special events, as indicated hereinafter. The short title of this article shall be the Parades and Special Events Ordinance.

### **Sec. 15-81. Definitions.**

As used in this Article, the following definitions apply:

*Parade.* "Parade" means any parade, march, race or procession upon any street, excluding.

- (i) Funeral processions;
- (ii) Students going to and from school classes or participating in educational activities, providing such conduct is under the immediate direction and supervision of the proper school authorities; or
- (iii) Governmental agencies acting within the scope of their functions.

*Permit.* "Permit" means a permit for a parade or special event

*Special event.* "Special event" means any activity held on city property which is expected to draw a crowd in excess of fifty (50) people or which involves the sale of food, alcohol, or merchandize or which involves the erection or placement of a stand, tent, platform or other structure. Activities organized by the Downtown Development Commission within its special taxing district are excluded from this definition.

### **Sec. 15-82. Permit required.**

No person shall organize, hold or start a parade or special event without a permit. A violation of this provision shall constitute a municipal infraction, punishable by a fine of \$500.00. Each day a violation occurs shall constitute a separate offense.

### **Sec. 15-83. Compliance with laws and regulations.**

A permit applicant shall be responsible for ensuring that the parade or special event is conducted in compliance with all permit requirements and conditions and with all applicable laws, ordinances, rules and regulations. The applicant shall also be responsible for securing any permits which may be required by other governmental agencies for the conduct of the parade or special event and the activities associated therewith.

**Sec. 15-84. Application.**

- (a) A person desiring a parade/special event permit shall file an application with the city clerk on forms provided by such officer. Such application shall be filed not less than thirty (30) days before the date proposed for the parade or special event.
- (b) The application for a permit shall include the following information:
  - (1) The name, address, telephone number and e-mail address of the person organizing the parade or special event and who will be responsible for its conduct;
  - (2) If the parade or special event is proposed to be conducted for, on behalf of, or by an organization, the name, address, telephone number and e-mail addresses, as applicable, of the headquarters of the organization and the same information for the individual officer who will be responsible for its conduct;
  - (3) The date the parade or special event will be conducted;
  - (4) As to a parade, the route to be traveled, the starting point and the termination point, the location of any assembly area, and whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
  - (5) As to a special event, the boundaries of the location where the special event will be held and a sketch showing the location of the stand, tent, platform and other structures that will be erected or placed on site;
  - (6) As applicable, the approximate number of persons and vehicles that are expected to be present and, as to vehicles, the number and types thereof;
  - (7) The hours the parade or special event will start and terminate;
  - (8) The time at which the units/facilities of the parade or special event will begin to be assembled and when their disassembly will be completed;
  - (9) Any additional information which the city clerk shall find reasonably necessary for the city administrator to make a fair decision regarding whether a permit should be issued; and
  - (10) Whether a waiver of the insurance requirements set forth in section 15-88 is being requested and, if so, a statement describing which those requirements should be waived and the good cause which serves as the basis for the request

- (c) For good cause shown and to the extent practicable, the city administrator, may waive the thirty (30) day requirement of subsection (a).

**Sec. 15-85. Fees.**

(a) A nonrefundable permit fee of \$150.00 shall be paid upon submission of a permit application.

(b) Upon consultation with the police and fire departments, the city administrator shall estimate the overtime/compensatory time and other costs the city is likely to incur as a result of the conduct of the parade or special event and, unless waived by city council, those estimated costs shall be paid before a permit is issued. Unless the aforesaid waiver is granted, the permit applicant shall be liable for the actual costs of the parade or special event which exceed the estimated costs and shall pay those costs within fifteen (15) days of the date of the submission of an invoice therefor.

**Sec. 15-86. Standards for permit issuance.**

A permit shall be issued when, upon consideration of the application and such information as may otherwise be obtained, and after consultation with the police, fire and street departments, the city administrator finds it is likely that:

- (a) The conduct of the parade or special event will not substantially interrupt the safe and orderly movement of other traffic contiguous to the parade route or the location of the special event;
- (b) The set up for and conduct of the parade or special event will not require the diversion of so great a number of police officers or fire department personnel as to impair the city's ability to provide adequate police and fire protection elsewhere in the city;
- (c) The set up for and conduct of the parade or special event will not require the diversion of so great a number of street department staff that they shall be precluded from performing their normally assigned duties;
- (d) The conduct of such parade or special event will not interfere with the movement of firefighting and emergency medical services equipment in route to or from a fire or emergency; and
- (e) As to a parade, it is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays.

**Sec. 15-87. Permit conditions.**

- (a) *Standard conditions.* All permits are subject to the following standard conditions with or without further notification:



- (1) If vehicles will be loading, unloading or parking on the pedestrian mall, the applicant must obtain permission and a sign from the Downtown Development Commission at least ten (10) days in advance of the parade or special event.
  - (2) Compliance with the insurance requirements set forth in this article is mandatory.
  - (3) At events where the consumption of alcohol is permitted, no glass beverage containers shall be permitted unless approved by the city council.
  - (4) The applicant shall indemnify and hold the city harmless from any and all claims, actions, suits, procedures, costs, fines expenses, damages and liabilities, including, but not limited to, attorneys' fees, court costs and litigation expenses arising out of, as an incident to or as a result of the conduct of a parade or special event except for those caused by the grossly negligent or intentionally harmful acts of the city's representatives or employees.
  - (5) Applicants must comply with all city, county, state and federal laws, rules, regulations and ordinances, including, but not limited to, obtaining all required permits. The issuance of a parade and special events permit is not a substitute for or evidence of compliance with the foregoing.
- (b) *Optional conditions.*
- (1) If deemed necessary because of the nature of a parade or special event or because of a failure on the part of organizers to restore or clean up after the conduct of a previously conducted parade or special event, the city administrator may require the applicant to post a bond to cover the projected costs of restoration and cleanup.
  - (2) Upon the advice of department heads and the Downtown Development Commission, if the parade or special event travels through or is within its special taxing district, the city administrator may impose such other conditions as are reasonably necessary for the safety, health and general welfare of the public.

#### **Sec. 15-88. Insurance requirements.**

The applicant shall be responsible for obtaining and maintaining comprehensive general public liability insurance covering personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate and shall furnish the City with a certificate of insurance evidencing the procurement of

the coverage required hereunder and proof that the premium has been paid no later than ten (10) days prior to the date of the parade or special event. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without at least fifteen (15) days' prior written notice to the city. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured. The city administrator may waive or modify these requirements on a case-by-case basis for good cause shown. In general, I think the city administrator is given too much latitude in dealing with these issues.

**Sec. 15-89. Notice of denial.**

If an application for a permit is denied, the city administrator shall send written notice of the denial to the applicant by mail or e-mail no later than fourteen (14) days after the date of the filing of the application and the production of all of the information required by section 15-84.

**Sec. 15-90. Revocation.**

The city administrator may revoke a permit issued in accordance with this article for good cause shown, including, but not limited to, the applicant's failure to comply with the requirements of this article.

CPD IR # \_\_\_\_\_

DATE \_\_\_\_\_



# CUMBERLAND POLICE DEPARTMENT APPLICATION FOR SPECIAL PERMIT

Request permission for: *(Circle one)***Firearms Discharge****Special Event****Parade****Special Parking**

EVENT: \_\_\_\_\_

Start Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Date \_\_\_\_\_ End Time \_\_\_\_\_

Organizing Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone 1: \_\_\_\_\_

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

Phone 2: \_\_\_\_\_

Email: \_\_\_\_\_

REQUEST: *(describe routes, street closures, number of volleys to be fired, or other needs, attach map or drawing if applicable)*

\_\_\_\_\_

\_\_\_\_\_

LIST OTHER AGENCIES INVOLVED: \_\_\_\_\_

## **ACKNOWLEDGEMENTS**

The organizer hereby affirms that the event and all participants will comply with all applicable city, county, state and federal government laws and that the issuance of this permit does not constitute evidence of such compliance. Furthermore, the organizer and participants agree to hold harmless from any liability, the various government agencies providing assistance for this event.

The Cumberland Police Department has the authority to require the stoppage of such events in the event of any unsafe or malicious activities associated with the event. It may also require the organizer to alter the manner in which the permitted activity is being conducted for the purpose of ensuring public safety and traffic flow and reducing inconvenience to the neighborhood.

If a firearm is to be discharged, the applicant agrees to not fire a projectile and will give every consideration to safe firearm operation. The applicant will also only be allowed to shoot the number of times to achieve their purpose as specified by the Chief of Police.

I acknowledge and agree to abide by the above.

SIGNED \_\_\_\_\_

## **ADMINISTRATION USE**

REVIEWED BY \_\_\_\_\_

APPLICATION: *(CIRCLE)* DENIED GRANTED PERMIT VALID FROM: \_\_\_\_\_ UNTIL \_\_\_\_\_

NOTES/STIPULATIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Item Attachment Documents:**

Ordinance 3862 (*1st reading*) – authorizing the terms for conveyance of 301-303,305,and 307-309 Arch Street to the Cumberland Housing Alliance, Inc. and authorizing execution of a deed to effect the transfer

**ORDINANCE NO. 3862**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE TERMS FOR THE CONVEYANCE OF 301-303-305-307-309 ARCH STREET, CUMBERLAND, MARYLAND TO CUMBERLAND HOUSING ALLIANCE, INC. 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 certain parcels of real property located at 301-303-305-307-309 Arch Street, Cumberland, Maryland (collectively referred to as the "Property");

**WHEREAS**, the Property was declared surplus under the terms of Order Nos. 26,520 and 26,530, respectively passed by the Mayor and City Council on September 3, 2019 and September 19, 2019;

**WHEREAS**, Cumberland Housing Alliance, Inc. ("CHA") requested that the City donate the Property to it on the condition that it construct a single-family dwelling on it; and

**WHEREAS**, subject to the hereinafter set forth terms, the Mayor and City Council deem the donation of the Property to CHA 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 shall donate the Property to CHA on the following terms and conditions:

- A. CHA shall pay all recordation and transfer taxes required to record the deed effecting the conveyance of the Property to it;

- B. It will pay the deed recordation fee charged by the court;
- C. It will be responsible for the payment of any City and County real estate taxes which may be due from the date of the deed through the remainder of the tax year and it will assume responsibility for the payment of those taxes thereafter;
- D. The Property will be transferred to it by means of a quitclaim deed containing no warranties or covenants of any kind;
- E. It shall pay the City's \$100.00 deed recordation fee unless it records the deed on its own; and
- F. The conveyance shall be made by means of the deed attached hereto which includes the terms and conditions set forth hereinbefore as well as those set forth therein.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed conveying the Property to CHA subject to the aforesaid terms and conditions;

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

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

**NO TITLE SEARCH PERFORMED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of November, 2019, by and between **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **CUMBERLAND HOUSING ALLIANCE, INC.**, a Maryland corporation, party of the second part.

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim unto the party of the second part, its successors and assigns, all of the party of the first part's right, title, interest and estate in and to the following-described parcels of real property lying and being in the City of Cumberland, Allegany County, Maryland which are listed below and described as follows, to wit:

Map	Parcel	Tax ID #	Liber / Folio	Description
111	1842	04-028872	2406/ 227	301-303 Arch Street
111	1841	04-038495	2367/423	305 Arch Street
111	1840	04-007441	2050/077	307 Arch Street
111	1839	04- 006755	2426/ 96	309 Arch Street

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

**TO HAVE AND TO HOLD** the above-described property unto the party of the second part, its successors and assigns, in fee simple forever.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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

By: \_\_\_\_\_ (SEAL)  
**Raymond M. Morriss,  
City Administrator**

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

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **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 \$0.00. 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**



# Council Agenda Summary

Meeting Date: November 5, 2019

**Agenda Item Number:** Ordinance 3862

Key Staff Contact: Jeff Rhodes

## *Item Title:*

Ordinance 3862 – authorizing the terms for conveyance of 301-303,305,and 307 - 309 Arch Street to the Cumberland Housing Alliance, Inc. and authorizing execution of a deed to effect the conveyance

## *Summary:*

The City utilized Allegany County Enhancement Funding to assist with the demolition of blighted properties the City had acquired at 301/303 and 305 Arch Street. As the City had previously acquired 307/309 Arch Street as a blighted property, the stated plan was to demolish all properties and transfer them to the Housing Alliance for the development of a single family home. The lots are small and all were required to accommodate one single family residence.

All properties have been declared surplus.

## *Issues and Considerations:*

**Item Attachment Documents:**

Order 26,551 authorizing the Chief of Police to enter into an MOU with the Allegany County Health Dept. to conduct mini "take-back" events and medication pick-ups within the community between 10/15/19 and 6/1/2020, with \$3000 in grant money appropriated from the Health Dept. for this initiative

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

**ORDER NO. 26,551**

**DATE: November 5, 2019**

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

**THAT,** the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department, to accept a FY20 “Opiate Misuse Prevention” Grant in an amount not-to-exceed Three Thousand Dollars and No Cents (\$3,000.00), for police overtime to provide medication pick-up services to home-bound individuals and to conduct mini take-back events within the community; and

**BE IF FURTHER ORDERED THAT,** the time period for this M.O.U. is retroactive from October 15, 2019 to June 1, 2020.

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**Raymond M. Morriss, Mayor**

## MEMORANDUM OF UNDERSTANDING

between

### ALLEGANY COUNTY HEALTH DEPARTMENT

12503 Willowbrook Road SE  
Cumberland, MD 21502

and

### CUMBERLAND CITY POLICE DEPARTMENT

20 Bedford Street  
Cumberland, MD 21502

This agreement is funded through grant monies made available from the Maryland Department of Health Office of Population Health Improvement (Opioid Misuse Prevention Program) Fiscal Year 2020 – Time period for Memorandum of Understanding from October 15, 2019 to June 1, 2020. As the Health Department is a government agency, this award does not permit allowance for indirect costs or the cost for use of agency vehicles.

This is a cost-reimbursement contract that provides for payment to the vendor on an agreed fixed amount as follows:

Overtime hours = Approx. 85 hours x \$35.00 hourly rate\* = \$3,000.00


\*Hourly overtime rate may vary per officer.

The Allegany County Health Department agrees to pay **Cumberland City Police Department** an amount not to exceed **\$3,000.00** for the following services:

1. Provide medication pick up services to homebound individuals.
2. Conduct mini-take back events within community.

As a recipient of a Behavioral Health Administration mini-grant, the Cumberland City Police Department agrees to submit reports (see attachment #1) and invoices (including over time vouchers, and receipts) for the above stated services on a monthly basis. **Invoices and reports should only reflect the services and expenses from this grant award, and should not be combined with any other Health Department grant funding (if applicable).**

Deadline for monthly reports and invoices are the 5<sup>th</sup> of every month.

  
\_\_\_\_\_  
Captain Charles Ternent  
Cumberland City Police Department

Date: 10/19/19

  
\_\_\_\_\_  
Jenelle Mayer  
Health Officer  
Allegany County Health Department

Date: 10/16/19

The Cumberland City Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Department of Mental Health and Hygiene that was sent vial email

# Council Agenda Summary

Meeting Date: November 5, 2019

**Agenda Item Number:** FY20 Health Department Opioid Misuse Prevention grant

Key Staff Contact: Capt. Chuck Ternent/Lt. Andrew Tichnell

## *Item Title:*

FY20 Health Department Opioid Misuse Prevention grant

## *Summary:*

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to conduct mini-take back events within the community and provide medication pick up services to home-bound individuals between October 15, 2019 and June 1, 2020; in an attempt to reduce opioid misuse. \$3,000 in police overtime money has been appropriated by the Allegany County Health Department for this initiative.

## *Issues and Considerations:*

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$3,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

**Item Attachment Documents:**

Order 26,552 authorizing the Chief of Police to accept a FY20 Maryland Center for School Safety SRO/Adequate Coverage Grant in the amount of \$49,000 for additional School Resource Officers and to supplement the existing SRO Program by providing more coverage among the City's elementary, middle and high schools

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

**ORDER NO.** 26,552

**DATE:** November 5, 2019

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

**THAT**, the Chief of Police be and is hereby authorized to accept a FY20 SRO/Adequate Coverage Grant made available through the Maryland Center for School Safety (MCSS), in the amount of Forty-nine Thousand Dollars and No Cents (\$49,000.00) to allow the Cumberland Police Department to supplement their existing School Resource Officer Program by providing more coverage among the City's elementary, middle, and high schools. This project will pay additional officers on an overtime basis to patrol schools during the day and during some after-school activities.

---

**Mayor Raymond M. Morriss**



# Maryland Center for School Safety

*A Safer School Begins with You*

October 23, 2019

## GRANT APPROVAL NOTICE

Maryland Center for School Safety  
C/O: Maryland State Department of Education  
200 W. Baltimore Street  
Baltimore, MD 21201  
Tel: 410 281 2335

**Chief Charles Hinnant**  
**Cumberland Police**  
**20 Bedford Street**  
**Cumberland, Maryland 21502**

### RE: FY20 SRO/Adequate Coverage Grant

Dear Chief Hinnant,

After careful review of your grant application for the FY20 SRO/Adequate Coverage Grant, this letter is to notify you that your application has **been approved** in the amount of **Forty Nine Thousand Dollars [\$49,000]**. This decision was based on the information contained within your application.

The Center will submit the approval into the State Department of Education, Notice of Grant Award (NOGA) system. This process may take a few weeks, but once completed, you will receive a letter requiring signatures for official grant award.

Invoicing and reporting documentation should be submitted to [mcss.mcss@maryland.gov](mailto:mcss.mcss@maryland.gov). Please contact the Center with any questions.

Sincerely,

MCSS Grant Review Team  
Maryland Center for School Safety  
Tel: 410 281 2335  
[mcss.mcss@maryland.gov](mailto:mcss.mcss@maryland.gov)

cc: Chuck Ternent



# Council Agenda Summary

Meeting Date: November 5, 2019

**Agenda Item Number:** FY20 Maryland Center for School Safety  
SRO/Adequate Coverage Grant

Key Staff Contact: Capt. Chuck Ternent

## *Item Title:*

FY20 Maryland Center for School Safety SRO/Adequate Coverage Grant

## *Summary:*

Authorize the Chief of Police to accept a Maryland Center for School Safety SRO/Adequate Coverage grant for FY20 in the amount of \$49,000. This grant will allow the Cumberland Police Department to supplement their existing school resource officer program by providing more coverage among our city's elementary, middle and high schools. This project will pay additional officers on an overtime basis to patrol schools during the school day as well as during some after school activities.

## *Issues and Considerations:*

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$49,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

**Item Attachment Documents:**

Order 26,553 accepting the sole source proposal from Keystone Ford, Chambersburg, PA for a new 2019 Ford F-550 Regular Cab Dump Truck with Plow and Spreader for an amount not to exceed \$85,230

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

**ORDER NO. 26,553**

**DATE: November 5, 2019**

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

**THAT,** the sole source proposal from Keystone Ford, 301 Walker Road, Chambersburg, PA, 17201 to provide a new 2019 Ford F550 Regular Cab Dump Truck with Plow and Spreader for an amount not to exceed Eighty-Five Thousand, Two Hundred-thirty Dollars and No Cents (\$85,230.00) be and is hereby accepted; and

**BE IT FURTHER ORDERED,** that this sole source purchase be and is hereby authorized pursuant to Section 2-171 (c) (iv) of the City Code.

---

**Raymond M. Morriss, Mayor**

Budget: 003.320.64000

# Council Agenda Summary

Meeting Date: November 5, 2019

## Agenda Item Number:

Key Staff Contact: Brian Broadwater

### *Item Title:*

Order Accepting Sole Source Purchase of a new Ford F-550 Regular Cab Dump Truck with Plow and Spreader from Keystone Ford, 301 Walker Road, Chambersburg, Pennsylvania 17201 for an amount not to exceed \$85,230.00.

### *Summary:*

Requesting an order to accept the sole source purchase of a new Ford F-550 Regular Cab Dump Truck with Plow and Spreader from Keystone Ford for an amount not to exceed \$85,230.00. Keystone Ford and Stephenson Equipment of Pennsylvania are offering CoStar pricing which is in accordance with the City Code Sec. 2-171 (c) (iv) – sole source purchase through joint efforts with other agencies. The City of Cumberland is not a member of Costars’; however, we can still obtain the Costars pricing as we are a government entity. The truck can be delivered in 4-6 weeks which will be an asset during snow removal operations.

### *Issues and Considerations:*

The dump truck will be purchased from Keystone Ford for an amount not to exceed \$85,230.00. Keystone Ford provides the cab and chassis to Stephenson Equipment for the truck to be upfitted with aluminum bed, plow, spreader, etc.

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes (FY2020)	
Budget:	003.320.64000 (Sewer Dept.)
Value of award:	\$85,230.00
If item is not budgeted, does the budget need to be appropriated? N/A	
Is there grant funding being used? No	
If grant funding is being used, does it require a City match? N/A	
Match provisions:	N/A
Is this a sole source purchase? Yes (If so, attach department recommendation and approval from City Administrator.)	



# CITY OF CUMBERLAND MARYLAND

## DEPARTMENT OF PUBLIC WORKS

October 23, 2019

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 F-550 Dump Truck with Plow and Spreader from Keystone Ford and Stephenson Equipment. Both companies are offering us Pennsylvania CoStar pricing, which is in accordance with Section 2-171 (c) (iv) of the City Code.

This truck was budgeted by the Sewer Department for \$85,000.00. The total cost of this truck will be \$85,230.00. The ability to obtain the CoStar cooperative purchasing allows us to save money and to work with dealers that deal with municipalities like ourselves. Since these dealers specialize in heavy-duty trucks/equipment we can receive them in a timely manner. The New F-550 Dump Truck will be ready for us by the end of November 2019. With the aging of some of our plow trucks, this new truck will help Public Works be more efficient for snow removal operations in the upcoming year, as there will be fewer breakdowns with a new truck, plow, and spreader.

Please consider this sole source purchase.

**MAYOR**  
RAYMOND M. MORRISS

**COUNCIL**  
SETH D. BERNARD  
RICHARD J. CIONI, JR.  
EUGENE T. FRAZIER  
LAURIE P. MARCHINI

**CITY ADMINISTRATOR**  
JEFFREY D. RHODES

**PW OPERATIONS  
MANAGER**  
BROOKE CASSELL



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

Sincerely,

David Broadwater Jr.  
Fleet Maintenance Coordinator

---

2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950

---



**Client Proposal**

Prepared by:

Chad M Sites

Office: 717-709-6263

Email: [csites@keystoneford.com](mailto:csites@keystoneford.com)

Quote ID: Cumberland

Date: 09/27/2019





Prepared by: Chad M Sites

09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

# Selected Equip & Specs

## Dimensions

- Exterior length: 230.7"
- Exterior width: 80.0"
- Wheelbase: 145.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front hiproom: 62.5"
- Passenger volume: 64.6cu.ft.
- Maximum cargo volume: 11.6cu.ft.
- Cab to axle: 60.0"
- Exterior height: 81.5"
- Front track: 74.8"
- Turning radius: 21.2'
- Min ground clearance: 8.2"
- Front headroom: 40.8"
- Front shoulder room: 66.7"
- Cargo volume: 11.6cu.ft.

## Powertrain

- \* **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection**
- federal
- Part-time
- Fuel Economy Cty: N/A
- \* **Transmission PTO provision**
- \* **Recommended fuel : diesel**
- TorqShift 6 speed automatic transmission with overdrive
- \* **Limited slip differential**
- Fuel Economy Highway: N/A

## Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- \* **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- \* **Front LT225/70SR19.5 GBSW AS rear LT225/70SR19.5 G BSW AT**

## Body Exterior

- 2 doors
- \* **Turn signal indicator in mirrors**
- Black bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels
- \* **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- \* **Side steps**
- Clearcoat paint
- 2 front tow hook(s)

## Convenience

- Manual air conditioning with air filter
- \* **Driver and passenger 1-touch up**
- \* **Remote power door locks with 2 stage unlock and illuminated entry**
- \* **Power front windows**
- \* **Driver and passenger 1-touch down**
- Manual tilt steering wheel

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Chad M Sites

09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- 1 1st row LCD monitor
- Passenger visor mirror
- Upfitter switches
- Day-night rearview mirror
- Front cupholders
- \* **Driver and passenger door bins**

#### Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage

#### Entertainment Features

- AM/FM stereo radio
- Fixed antenna
- 4 speakers

#### Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Trip computer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Outside temperature display
- Trip odometer

#### Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- \* **Power remote door locks with 2 stage unlock and panic alarm**
- \* **MyKey restricted driving mode**
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- \* **Remote activated perimeter/approach lighting**
- \* **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints

### Dimensions

#### General Weights

* Curb	7,939 lbs.	* GVWR	19,500 lbs.
* Payload	11,750 lbs.		

#### Front Weights

* Front GAWR	7,000 lbs.	* Front curb weight	4,581 lbs.
Front axle capacity	7,000 lbs.	* Front spring rating	7,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

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Prepared by: Chad M Sites

09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### Selected Equip & Specs (cont'd)

#### Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,358 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

#### Trailer Type

Harness	Yes	* Brake controller	Yes
Trailer sway control	Yes		

#### General Trailering

* 5th-wheel towing capacity	23500 lbs.	* Gooseneck towing capacity	23500 lbs.
Towing capacity	18500 lbs.	* GCWR	32000 lbs.

#### Fuel Tank type

Capacity	40 gal.
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#### Off Road

Min ground clearance	8 "
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#### Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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#### Rear Frame

Height loaded	29 "	Height unloaded	35 "
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### Powertrain

#### Engine Type

* Brand	Powerstroke	Block material	Iron
* Cylinders	V-8	Head material	Aluminum
* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal
* Recommended fuel	Diesel	* Valves per cylinder	4
* Valvetrain	OHV	* Forced induction	Intercooled turbo

#### Engine Spec

* Bore	3.90"	* Compression ratio	16.2:1
* Displacement	406 cu.in.	* Stroke	4.25"

#### Engine Power

* Output	330 HP @ 2,600 RPM	* Torque	750 ft.-lb @ 2,000 RPM
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#### Alternator

* Type	Dual	* Amps	332
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#### Battery

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09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### Selected Equip & Specs (cont'd)

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual
<i>Engine Extras</i>			
* Block heater	Yes		
<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
<i>Transmission Gear Ratios</i>			
1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		
<i>Transmission Torque Converter</i>			
Stall ratio	1.90		
<i>Transmission Extras</i>			
Driver selectable mode	Yes	Sequential shift control	SelectShift
* PTO provision	Yes		
<i>Drive Type</i>			
4wd type	Part-time	Type	Four-wheel
<i>Drive Feature</i>			
* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Manual
Transfer case shift	Manual		
<i>Drive Axle</i>			
Ratio	4.88		
<i>Exhaust</i>			
Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal		
<i>Fuel Economy</i>			
* Fuel type	Diesel		
<i>Engine Retarder</i>			
* Type	Yes		

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09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### Selected Equip & Specs (cont'd)

#### Driveability

##### Brakes

ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear

##### Brake Assistance

Brake assist	Yes
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##### Suspension Control

Ride	Firm
------	------

##### Front Suspension

Independence	Mono-beam non-independent	Anti-roll bar	Regular
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##### Front Spring

Type	Coil	* Grade	HD
------	------	---------	----

##### Front Shocks

Type	HD
------	----

##### Rear Suspension

* Independence	DANA 130 rigid axle	Type	Leaf
Anti-roll bar	Regular		

##### Rear Spring

Type	Leaf	Grade	HD
------	------	-------	----

##### Rear Shocks

Type	HD
------	----

##### Steering

Activation	Hydraulic power-assist	Type	Re-circulating ball
------------	------------------------	------	---------------------

##### Steering Specs

# of wheels	2
-------------	---

#### Exterior

##### Front Wheels

Diameter	19.5"	Width	6.00"
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##### Rear Wheels

Diameter	19.5"	Width	6.00"
Dual	Yes		

##### Front and Rear Wheels

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09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### Selected Equip & Specs (cont'd)

Appearance	Argent	Material	Steel
<i>Front Tires</i>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		
<i>Rear Tires</i>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
*Tread	AT	Type	LT
Width	225mm	LT load rating	G
*RPM	645		
<i>Wheels</i>			
Front track	74.8"	Rear track	74.0"
Turning radius	21.2'	Wheelbase	145.0"
Rear tire outside width	93.9"		
<i>Body Features</i>			
Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
*Side steps	Yes	Front tow hook(s)	2
<i>Body Doors</i>			
Door count	2		
<i>Exterior Dimensions</i>			
Length	230.7"	Body width	80.0"
Body height	81.5"	Cab to axle	60.0"
Axle to end of frame	47.2"	*Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	107.2"
Front bumper to back of cab	123.7"		

### Safety

#### Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

#### Seatbelt

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09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### Selected Equip & Specs (cont'd)

Height adjustable	Front		
<i>Security</i>			
* Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		
<b>Seating</b>			
<i>Passenger Capacity</i>			
Capacity	3		
<i>Front Seats</i>			
Split	40-20-40	Type	Split-bench
<i>Driver Seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual
<i>Passenger seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
<i>Front Head Restraint</i>			
Control	Manual	Type	Adjustable
<i>Front Armrest</i>			
Centre	Yes	Storage	Yes
<i>Front Seat Trim</i>			
Material	Vinyl	Back material	Vinyl
<b>Convenience</b>			
<i>AC And Heat Type</i>			
Air conditioning	Manual	Air filter	Yes
<i>Audio System</i>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes		
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Antenna</i>			
Type	Fixed		
<i>LCD Monitors</i>			
1st row	1	Primary monitor size (inches)	2.3

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09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### Selected Equip & Specs (cont'd)

#### Convenience Features

* <b>Retained accessory power</b>	<b>Yes</b>	12V DC power outlet	2
Upfitter switches	Yes		

#### Door Lock Activation

* <b>Type</b>	<b>Power with 2 stage unlock</b>	* <b>Remote</b>	<b>Keyfob (all doors)</b>
* <b>Integrated key/remote</b>	<b>Yes</b>		

#### Instrumentation Type

Display	Analog
---------	--------

#### Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
* <b>Turbo/supercharger boost</b>	<b>Yes</b>	Transmission fluid temp	Yes
Engine hour meter	Yes		

#### Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

#### Instrumentation Displays

Clock	In-radio display	Exterior temp	Yes
Systems monitor	Yes		

#### Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
---------------	-----	---------------	-----

#### Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

#### Front Side Windows

* <b>Window 1st row activation</b>	<b>Power</b>
------------------------------------	--------------

#### Window Features

* <b>1-touch down</b>	<b>Driver and passenger</b>	* <b>1-touch up</b>	<b>Driver and passenger</b>
Tinted	Light		

#### Front Windshield

Wiper	Variable intermittent
-------	-----------------------

#### Rear Windshield

Window	Fixed
--------	-------

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Prepared by: Chad M Sites

09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### Selected Equip & Specs (cont'd)

#### Interior

##### Passenger Visor

Mirror Yes

##### Rear View Mirror

Day-night Yes

##### Headliner

Coverage Full Material Cloth

##### Floor Trim

Coverage Full Covering Vinyl/rubber

##### Trim Feature

Gear shift knob Urethane Interior accents Chrome

##### Lighting

Dome light type Fade Front reading Yes

\* Illuminated entry Yes Variable IP lighting Yes

##### Storage

\* Driver door bin Yes Front Beverage holder(s) Yes

Glove box Locking \* Passenger door bin Yes

Illuminated Yes Instrument panel Bin

Dashboard Covered

##### Legroom

Front 43.9"

##### Headroom

Front 40.8"

##### Hip Room

Front 62.5"

##### Shoulder Room

Front 66.7"

##### Interior Volume

Passenger volume 64.6 cu.ft.

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Prepared by: Chad M Sites

09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

## Warranty

### Standard Warranty

#### *Basic*

Distance	36,000 miles	Months	36 months
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#### *Powertrain*

Distance	60,000 miles	Months	60 months
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#### *Corrosion Perforation*

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

#### *Roadside Assistance*

Distance	60,000 miles	Months	60 months
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Prepared by: Chad M Sites

09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### As Configured Vehicle

Code	Description	MSRP
F5H	Base Vehicle Price (F5H)	\$42,040.00
660A	Order Code 660A <i>Includes:</i> - Wheels: 19.5" Argent Painted Steel - Includes manual locking hubs. - HD Vinyl 40/20/40 Split Bench Seat - Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo - Includes 4 speakers.	N/C
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries	\$9,010.00
44W	Transmission: TorqShift 6-Speed Automatic (6R140). <i>Includes SelectShift.</i>	N/C
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
TGM	Tires: 225/70Rx19.5G BSW Traction (TGM) <i>Includes 4 traction tires on the rear and 2 A/P tires on the front. Optional spare is 225/70Rx19.5G BSW A/P.</i>	\$190.00
64Z	Wheels: 19.5" Argent Painted Steel <i>Includes manual locking hubs.</i>	Included
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
90L	Power Equipment Group	\$915.00

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Prepared by: Chad M Sites

09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

### As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> <ul style="list-style-type: none"><li>- Accessory Delay</li><li>- Advanced Security Pack</li><li>- Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</li><li>- Trailer Tow Mirrors w/Power Heated Glass</li><li>- Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</li><li>- MyKey</li><li>- Includes owner controls feature.</li><li>- Power Front Side Windows</li><li>- Includes 1-touch up/down driver/passenger window.</li><li>- Power Locks</li><li>- Remote Keyless Entry</li></ul>	
473	<b>Snow Plow Prep Package</b> <i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: Also allows for the attachment of a winch.</i> <i>Includes:</i> <ul style="list-style-type: none"><li>- Dual Alternators (Total 332-Amps)</li></ul>	\$185.00
41H	<b>Engine Block Heater</b>	\$100.00
62R	<b>Transmission Power Take-Off Provision</b> <i>Includes transmission mounted live drive and stationary mode PTO.</i>	\$280.00
67A	<b>Dual Alternators (Total 332-Amps)</b>	Included
52B	<b>Trailer Brake Controller</b> <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
18B	<b>Platform Running Boards</b>	\$320.00
STDRD	<b>Radio: AM/FM Stereo</b> <i>Includes 4 speakers.</i>	Included
425	<b>50-State Emissions System</b>	STD
AS_01	<b>Medium Earth Gray</b>	N/C
Z1_01	<b>Oxford White</b>	N/C
<b>SUBTOTAL</b>		<b>\$54,825.00</b>
<b>Destination Charge</b>		<b>\$1,595.00</b>
<b>TOTAL</b>		<b>\$56,420.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Chad M Sites

09/27/2019

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2019 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 950 | Quote ID: Cumberland

## Pricing Summary - Single Vehicle

**MSRP**

### Vehicle Pricing

Base Vehicle Price	\$42,040.00
Options & Colors	\$12,785.00
Upfitting	\$0.00
Destination Charge	\$1,595.00

**Subtotal** \$56,420.00

### Pre-Tax Adjustments

Code	Description	
10	Stephenson Equipment	\$37,989.00
1	CoStars Allowance 025-155	-\$9,179.00

**Total** \$85,230.00

Customer Signature

DAVID BROADWATER JR - FLEET COORDINATOR

10/15/19

Acceptance Date

WILL BE CONTINGENT UPON MAYOR & CITY COUNCIL OF CUMBERLAND,  
MD APPROVAL AT THE COUNCIL MEETING ON NOVEMBER 5, 2019.



**WALSH TRUCK  
EQUIPMENT** a brand of



**STEPHENSON  
EQUIPMENT, INC.**

**Pennsylvania Locations:** Harrisburg, PA (*Corporate Headquarters*)  
Butler, PA • Ebensburg, PA • Philadelphia, PA • Pittsburgh, PA • Wilkes-Barre, PA

**New York Locations:**  
Albany, NY • Syracuse, NY

**Maryland Location:**  
Aberdeen, MD (*Service Only*)

**Butler, PA Location:** 796 Unionville Road • Prospect, PA 16052 • Phone: 724-865-9221 • Toll Free: 888-806-0643 • Fax: 724-865-9817

September 27, 2019

City of Cumberland, Maryland  
Attn: Brian Broadwater

We are pleased to quote the following dump body up fit package for a new Ford F550 white Chassis, VIN KDA17184, with the up-fit packaged priced from the PA Costars-025-021 Municipal Work Vehicles Contract. Our Costars Vendor Number is 150032.

**Body**

9 ft. Aluminum Dump Body by Super City Mfg., Quote T-735. Detailed spec attached.

**Hydraulics**

Transmission-mounted Hydraulic System with PTO mounted off the transmission, 3-spool valve for body hoist, plow lift, and plow angle. Manual dual knob spreader control valve. Hoses to front & rear of chassis with dust plugs & quick couplers. Hydraulic fluid, filter, sight glass. In-cab console with three cable controls.

**Plow**

8 ft Western Pro Plus Snowplow, with angle & lift cylinders operating from hydraulic system above. Cast iron plow shoes; corner markers, steel cutting edge, A-Frame & lift quadrant, Nighthawk plow lights w/turn signals. 12-ga, 31 inch high steel moldboard with PowerBar, 2 shock absorbers, 8 vertical ribs, 4 trip springs. Deflector & Truck-specific Ultramount plow hitch.

**Spreader**

Swenson Stainless Steel Model SADS-3 Tailgate Spreader with 6-inch auger; direct drive hydraulic motor; poly spinner disc. Center discharge drop

Up-fit package for above equipment: \$37,989

Best Regards,  
Rick Springer



**WALSH TRUCK  
EQUIPMENT**

RS/vmc





## SUPER CITY MFG. INC

174 Samuels rd Somerset, pa  
15501

Email: sales@supercitymfg.com

Ph: 814-445-8927  
Fax: 814-445-6488



**WALSH TRUCK  
EQUIPMENT**

4/29/19

**T-735**

Quoted by:

**Stephenson Equipment**

Ph 724-865-9221

PA Costars Contract #025-021

Ford F-550 60"CA

GVW 19,500

Attn: Vicki/Keystone Ford Demo

White F550 Chassis

9' Aluminum dump service  
1/4" 5454 H34 Aluminum floor  
4" 6061T6 channel on 12" centers  
5" 6061T6 channel longitudines on nylon cushion  
14" Sides 3/16" 5454 H34 plus 2x12 pine boards (painted)  
Dirt shedders w/tarp bar  
30" Aluminum tailgate  
31" Rear corner height  
Pin type top hardware  
Manual bottom latches  
24" Cab protector w/6" lip  
Two step, fold-down ladder w/grab handle  
Splash shields, mud flaps  
DOT approved LED lighting w/OEM tail lights  
Rear post STT/LED Reverse combo  
Six light LED strobe kit  
1 Spreader Light  
1 Shovel Holder  
Hitch plate, D-rings, breakaway link  
Reese tube receiver  
RV plug  
ICC bumper, 112db back-up alarm  
Conspicuity tape sides and rear  
Aluminum oil tank

PF-624 DA Sub Frame Hoist  
Walsh doing Hydraulics

**Quote valid for 30 days**

**\*\*SIGNED QUOTES WILL ONLY BE HONORED FOR 90 DAYS FROM DATE OF QUOTE, DUE TO THE FLUCTUATION OF METALS PRICING. PLEASE CONTACT US FOR UPDATED PRICING PRIOR TO DELIVERY OF CHASSIS\*\***

Approval signature \_\_\_\_\_ Date \_\_\_\_\_ PO# \_\_\_\_\_



**Item Attachment Documents:**

Order 26,554 authorizing the sole source purchase of a new Exmark Lazer 37HP Yanmar Diesel, 96" Rear Discharge Mower from Western Maryland Outdoor Power, Inc. for an amount not to exceed \$28,099



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

**ORDER NO. 26,554**

**DATE: November 5, 2019**

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

**THAT**, the Sole Source purchase of a new Exmark Lazer 37hp Yanmar Diesel, 96" Rear Discharge Mower from Western Maryland Outdoor Power, Inc.; 1619 Garden View Drive, Cumberland, MD, 21502, be and is hereby approved in the not-to-exceed amount of Twenty-eight Thousand, Ninety-nine Dollars and No Cents (\$28,099.00); and

**BE IT FURTHER ORDERED**, that this sole source purchase be and is hereby authorized pursuant to Section 2-171 (c) (iv) of the City Code.

---

**Raymond M. Morriss, Mayor**

Source of Budget: 115.099F.62000

# Council Agenda Summary

Meeting Date: November 5, 2019

## Agenda Item Number:

Key Staff Contact: Brian Broadwater

### *Item Title:*

Order Accepting Sole Source Purchase of a new Exmark Lazer 37hp Yanmar Diesel, 96" Rear Discharge Mower from Western Maryland Outdoor Power, Inc. 1619 Garden View Drive, Cumberland, MD 21502 for an amount not to exceed \$28,099.00

### *Summary:*

Requesting an order to accept the sole source purchase of a new Exmark Lazer 37hp Yanmar Diesel, 96" Rear Discharge Mower from Western Maryland Outdoor Power, Inc. for an amount not to exceed \$28,099.00. This mower will be purchased as part of Sourcewell (formerly NJPA) cooperative purchasing, in accordance with the City Code Section 2-171 (c) (iv)

### *Issues and Considerations:*

The total purchase price of \$28,099.00 includes a trade-in value of \$5,500.00 for a current mower.

<i><b>Fiscal Impact:</b></i>	
Is this item budgeted? Yes	
Budget:	001.078.64000
Value of award:	\$28,099.00
If item is not budgeted, does the budget need to be appropriated? N/A	
Is there grant funding being used? No	
If grant funding is being used, does it require a City match? N/A	
Match provisions:	N/A
Is this a sole source purchase? Yes (If so, attach department recommendation and approval from City Administrator.)	

# CITY OF CUMBERLAND MARYLAND

## DEPARTMENT OF PUBLIC WORKS

October 22, 2019

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 Exmark Lazer 37hp Yanmar Diesel, 96" Rear Discharge Mower from Western Maryland Outdoor Power Inc. This mower shall be purchased as a part of Sourcewell (formerly NJPA) cooperative purchasing, in accordance with Section 2-171 (c) (iv) of the City Code. This mower was budgeted by the Parks and Recreation Department for \$34,000.00. The total cost of this mower, minus a trade-in of our current mower, will be \$28,099.00. This mower will be utilized in the Mason Sports Complex as well as other large ballfields around the city.

**MAYOR**

RAYMOND M. MORRISS

**COUNCIL**

SETH D. BERNARD  
RICHARD J. CIONI, JR.  
EUGENE T. FRAZIER  
LAURIE P. MARCHINI

**CITY ADMINISTRATOR**

JEFFREY D. RHODES

**PW OPERATIONS  
MANAGER**

BROOKE CASSELL

Sincerely,



David Broadwater Jr  
Fleet Maintenance Coordinator



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

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

# Q U O T A T I O N

PAGE: 1

WESTERN MARYLAND OUTDOOR POWER INC. PHONE #: (301)759-6622  
 1619 Garden View Drive CELL #:  
 Cumberland, MD 21502 ALT. #:  
 Phone #: (301)759-3200 P.O.#: EXMARK  
 Fax #: (301)759-3500 TERMS: Net 10th EOM

SALES TYPE: Quote

DATE: 1/14/2019  
 ORDER #: 241253  
 CUSTOMER #: 3929 CP: Michele J  
 LOCATION: 1  
 STATUS: Active

## BILL TO 3929

City Of Cumberland Street Dept and Rec.  
 57 North Liberty Street  
 Cumberland, MD 21502

## SHIP TO

City Of Cumberland Street Dept  
 215 Bowen Street  
 Cumberland, MD 21502

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZS88CDYM96RW0	LAZER 37hp YANMAR DIESEL, 96" REAR DISCHARGE	1	\$41,999.00	\$33,599.00	\$33,599.00
****	TRADE-IN	TRADE-IN ALLOWANCE USED TORO GROUNDMASTER PRICE PER MC	-1	\$5,500.00	\$5,500.00	(\$5,500.00)

Prices reflected on this quote are valid for 30 days.  
 No returns on equipment

SUBTOTAL:	\$28,099.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$28,099.00</u>

Authorized By: \_\_\_\_\_

**Item Attachment Documents:**

Order 26,555 abating the taxes and utilities owed on City-owned property at 609 Maryland Avenue

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

**ORDER NO. 26,555**

**DATE: November 5, 2019**

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

**THAT,** the taxes and utilities due and owing on City-owned property at 609 Maryland Avenue be and are hereby abated.

---

**Raymond M. Morriss, Mayor**

Inquiry

Prop#...: 04-037065  
Owner...: DABBS SCOTT R  
Address: 609 MARYLAND AV  
Mail To: DABBS SCOTT R  
609 MARYLAND AVE  
CUMBERLAND

MD 21502-

School Dist.: CUMB SCHLS

Phone...:

Payoff Date : 10/24/2019  
Total Billed: 8,120.61  
Tot. Dsc App: .00  
Total Paid...: 7,989.31  
Total Due W/SC: 131.30

Enter Option: \_\_

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
—	2019	1	SA	201901327	395.19	.00	.00	263.89	131.30
—	2018	1	SA	201801322	395.19	.00	12.56	407.75	.00
—	2017	1	SA	201701381	395.19	.00	5.94	401.13	.00
—	2016	1	SA	201601404	350.12	.00	4.64	354.76	.00
—	2015	1	SA	201501402	340.14	.00	.00	340.14	.00
—	2014	1	SA	201401481	330.17	.00	.00	330.17	.00
—	2013	1	SA	201301491	329.85	.00	.00	329.85	.00
—	2012	1	1	201207336	329.52	.00	.00	329.52	.00



**MUNI-LINK**  
Billing  
CUMBERLAND MD

ACCOUNT LOOKUP

[ACCOUNTS](#) [CUSTOMERS](#) [METERS](#) [PROCESSING](#) [MAINTENANCE](#) [REPORTS](#)
[Return To List](#)


## **SUSPENDED** Account 250166002-1



### CITY OF CUMBERLAND

609 MARYLAND AVE  
CUMBERLAND, MD 21502

#### Address 2:

Tax ID: 04037065

Address Type: Residential Inside

Is Rental: No

Home Phone:

Mobile Phone:

Work Phone:

### Utilities

#### General Information

**Units:** 1  
**Exclude Billing:** No  
**Exclude Interest:** No  
**Exclude Penalty:** No  
**Exclude Notice:** No  
**Exclude Lien:** No  
**Suspended Action Code:** Shut Off

#### Transactions

[View More](#)

Date	Type	Due Date	Total	Balance
10/04/2019	Penalty	10/03/2019	<a href="#">0.42</a>	21.27
09/12/2019	Bill	10/03/2019	<a href="#">20.85</a>	20.85

#### Balances

[View Details](#)

<b>Balance</b>	<b>\$21.27</b>
Deposits	0.00
Other	0.00
Water	3.33
Sewer	10.64
Trash	5.47
Bay Restoration Fee	1.83

#### Account Log

[View More](#)

Completed	Scheduled	Type	Comment
10/10/2019		<a href="#">Inactive Bill</a>	Inactive Bill Sent. Amount: 21.27
09/20/2019		<a href="#">MISC</a>	<a href="#">City bought property and we finaled it o...</a>
09/20/2019	09/20/2019	<a href="#">Service Turn Off</a>	<a href="#">Shut off and lock out. City Owned proper...</a>
08/30/2019	08/30/2019	<a href="#">Final Notes</a>	<a href="#">re by Mike Cohen-email mike@msclawllc.co...</a>
08/16/2018		Reconnect	

### Services

[Inside Water Service - Water](#) [Inside Sewer Service - Sewer](#) [Residential Trash - Trash](#) [Bay Restoration Fee - BayRestFee](#) [\\*\\* All Services \\*\\*](#)

#### Details

[View Details](#)

**Title:** Inside Water Service - Water  
**Quantity:** 1  
**Amount:**  
**Enabled:** Yes

#### Discounts and Surcharges

[View More](#)

No data found.

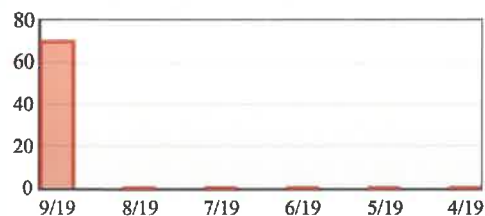
#### Meters

[View More](#)

Number	Size	status	Read Date	Reading	Usage	Type	Meter Math Type
65880779	3/4"	Active	09/09/2019	24400	70	Actual	Standard



## Usage

[View More](#)

Reading Date	Type	Reading	Usage
09/09/2019	Actual	24400	70

## Charges

[View More](#)

Title	Total Enabled
Reconnect - Reconnect Charge	50.00 No

## Payment Method

**NO PAYMENT METHOD**

## Portal Payments

[View More](#)

No data found.

[Customers](#) | [Attachments](#) | [Categories](#) | [Reports](#) | [Custom Data](#) | [Backflow](#)

## Bill To

[View Details](#)

**Name:** CITY OF CUMBERLAND  
**Attention:**  
**Address:** 57 NORTH LIBERTY STREET  
CUMBERLAND, MD 21502-2312  
**Phone:**

## Owner

[View Details](#)**SAME AS BILL TO**

## Alternate Addresses

[View More](#)

No data found.

## Customer Notes

[View More](#)

No data found.

[OTHER MUNI-LINK](#)

**Item Attachment Documents:**

Order 26,556 authorizing execution of a Construction Agreement with CSX Transportation, Inc. outlining terms for the removal and replacement of the Cumberland Street Bridge

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

**ORDER NO. 26,556**

**DATE: November 5, 2019**

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

**THAT,** the Mayor be and is hereby authorized to execute a Construction Agreement by and between CSX Transportation, Inc. and the Mayor and City Council of Cumberland, outlining terms for the removal and replacement of the Cumberland Street Bridge.

---

**Raymond M. Morriss, Mayor**

**BRIDGE RECONSTRUCTION  
CUMBERLAND STREET OVER CSXT  
CUMBERLAND, ALLEGANY COUNTY, MARYLAND  
CSXT MP BA 179.27  
CSXT OP NUMBER**

**CONSTRUCTION AGREEMENT**

This Construction Agreement (“**Agreement**”) is made as of \_\_\_\_\_, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and Mayor and City Council of Cumberland, Maryland, a body corporate and political subdivision of the State of Maryland (“**Agency**”).

**EXPLANATORY STATEMENT**

1. As contemplated by the Interim Agreement Regarding Cumberland Street Bridge dated August 21, 2018 between CSXT and Agency, Agency has proposed to design and construct, or to cause to be designed and constructed, the removal and replacement of the Cumberland Street bridge over CSXT at CSXT MP BA 179.27, DOT# 144689H, Cumberland, Allegany County, Maryland (the “**Project**”).
2. Pursuant to that certain Quitclaim Bill of Sale dated October 23, 2018 and recorded at Book 2432, Page 120 of the Allegany County Land Records on December 10, 2018, Agency has assumed full ownership of the Cumberland Street Bridge as required to proceed with the Project.
3. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds (other than funds to be contributed by CSXT, as herein described) necessary to construct the Project.
4. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; and (ii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
5. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Project Plans and Specifications**

- 1.1 **Preparation and Approval.** Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Project Cost (which term is defined in section 4.1 of this Agreement), by Agency or its contractors (“**Contractors**”). Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject to the review and approval of CSXT. Agency shall not start work on the Project until CSXT has approved the Plans, which approval may be reasonably withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. In the event CSXT rejects the Plans, it shall diligently work with Agency to amend them under mutually acceptable terms and conditions. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”,

and shall be incorporated and deemed a part of this Agreement. Plans submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans. Any amendments to the Plans shall be signed by Agency and City's Engineering Representative (i.e., Agency's City Engineer and CSXT's Project Manager, or such other individuals whom may be designated as such by written notice of one party to the other).
- 1.3 Compliance with Plans and Federal Standards. The Project shall be constructed in accordance with the Plans. It is understood that the Project herein contemplated is to be financed with the aid of funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work, and procedures in general are subject at all times to all Federal laws, rules, regulations, orders, and approvals applying to it, as a Federal-aid project.

## 2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. At Project Cost, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements. Agency shall not be liable in whole or in part for any violations of CSXT's aforesaid contractual obligations except to the extent it is responsible for such violations and only if it had advance knowledge of those obligations.
  - 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Project Cost.
  - 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iii) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2020**, unless the parties mutually agree to extend such date.
3. Special Provisions. Agency shall observe and abide by, and shall require its Contractors to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the

commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures. Agency has secured federal funding for the Project, which funding will cover 80% of the Project Costs, as defined below (the "Federal Share"). CSXT hereby agrees to fund the remaining 20% of the Project Costs (the "CSXT Share"), subject to this Section 4.

- 4.1 Project Costs. The Project Costs will include all costs eligible for federal funding for the Project in accordance with the Federal Highway Administration's Federal-Aid Policy Guide, 23 CFR Part 646, Subpart A and Subpart B and the Federal Highway Administration's Bridge Replacement and Rehabilitation Program, 23 CFR Part 650, Subpart D, and all supplements and amendments thereto, which costs shall include design concept, preliminary engineering design and reviews, final design engineering, design drawings, construction drawings and specifications and reviews and revisions (including CSXT and Agency reviews and revisions), completion of all required environmental documentation, demolition of the old bridge structure, actual reconstruction of the bridge substructure, superstructure, decking, paving, and utilities, all necessary utility relocations, safety fencing, CSXT flagging or assigned construction safety inspectors, and actual costs for construction inspection ("Project Costs"). To the extent Agency requires design features and/or construction means or methods or other extras which are in excess of applicable federal, state or local laws, ordinances, regulations, franchises, conduit agreements or minimum standards (such excess requirements being hereafter referred to as "Extras"), then Agency will pay 100% of the additional cost of such Extras. Each month, Agency will provide CSXT with monthly invoices of Project Costs incurred. The Engineering Representatives will cooperate by reviewing, regularly conferring and attempting to resolve any differences regarding invoices, Project Costs and Extras, the Plans or any changes thereto. In the event a dispute arises regarding any of these matters, the Parties will promptly pursue the dispute resolution process set forth in Section 13.

- 4.2 CSXT Payment Schedule. CSXT will make payments for the CSXT Share of the Project Costs as follows:

- (a) Agency will invoice CSXT for one half of the CSXT Share of the Project Costs set forth in the Estimate (as hereinafter defined) upon commencement of the Project, and for the remaining one half of the CSXT Share of the Project Costs upon final completion of the project. Within sixty (60) business days after Agency delivers its invoices for the CSXT Share of the Project Costs, CSXT will deliver payment of each invoice. Any and all disputes over the amount of the Agency's invoices to CSXT will be subject to dispute resolution under Section 13.
- (b) Agency will submit its invoices to the following address (electronic invoices may be sent via email):

Derek S. Mihaly, P.E.  
Project Manager II  
CSX Transportation  
4 Neshaminy Interplex  
Suite 205  
Trevose, PA 19053  
derek\_mihaly@csx.com

- 4.3 Reconciliation; Audit. Within ninety (90) days of the completion of the Project as determined by Agency's City Engineer, Agency will prepare and deliver to CSXT a final accounting and reconciliation of Project Costs and payments. Based on the accounting and reconciliation, Agency will tender reimbursement to CSXT for any overpayment or CSXT will tender reimbursement to Agency for any underpayment. If CSXT or Agency disputes the accounting and/or reconciliation, the Engineering Representatives will promptly meet to resolve any such dispute and if the dispute is not resolved, the Parties will pursue the dispute resolution process set forth in Section 13. Either party, at its sole cost, or both Parties jointly, may conduct an audit of the Project and both Parties will cooperate in such audit. Any written audit report will be provided to both Parties.
- 4.3 Estimate. Agency has estimated the total Project Costs as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event Agency anticipates that actual Project Costs may exceed such Estimate, it shall provide CSXT with the revised Estimate of the Project Costs, for CSXT's review and approval. Any and all disputes over any revised Estimate will be subject to dispute resolution under Section 13.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to cover the Federal Share (i.e., 80% of the Project Costs) encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover the Federal Share of any additional costs encompassed by subsequent Estimates provided by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements. To the extent possible, the parties shall follow the procedures set forth in Section II of the Federal Highway Bridge Program Guidelines for Local Government, as amended from time-to-time so that these costs are included within the Project Costs eligible for federal funding.
7. Permits At Project Cost, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination

- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency, provided Agency fails to commence efforts to remedy such failure within the aforesaid time frame. So long as Agency commences such efforts within the aforesaid time frame, it shall have thirty (30) calendar days from the date of the delivery of the notice of failure to remedy such failures
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for the reimbursable expenses identified in this paragraph which are incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of the said reimbursable expenses in accordance with Section 4.
9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
10. Ownership and Maintenance
- 10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so.
- 10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be reasonably withheld, and the execution of such agreements as CSXT may require.
11. Indemnification



- 11.1 Generally. To the maximum extent permitted by applicable law, Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT and that neither CSXT nor its contractors shall be deemed either agents or independent contractors of Agency. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole but reasonable discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. Dispute Resolution. In the event any dispute or controversy arises between the Parties regarding any of the provisions of this Agreement, including but not limited to the meaning or interpretation of its provisions or its operation, as well as the duties and responsibilities of the Parties, it is agreed that the Parties will proceed in accordance with the following dispute resolution process:

Level One

The Engineering Representative of the party contending a dispute exists shall provide written notice of the dispute to the other party's Engineering Representative. The engineers or other representatives of the Parties directly dealing with the issue in dispute will meet in a good faith attempt to achieve resolution.

Level Two

If the dispute is not resolved at Level One within 20 calendar days from the date of the last Level One meeting, the Level One engineers or other representatives will prepare and exchange written documents with supporting materials setting forth each side's position and supporting reasons. Within 15 calendar days from the date of exchange, the direct supervisors of the respective Level One engineers or other representatives will meet in a good faith effort to achieve resolution.

Level Three

If the dispute is not resolved at Level Two within 20 calendar days from the date of the last Level Two meeting, Agency's City Engineer and the CSXT Chief Engineer – Design & Construction will promptly meet in a good faith effort to achieve resolution. Upon 7 calendar days written notice, either party may elect to have a neutral mediator experienced in construction/engineering matters appointed to facilitate settlement in connection with the meeting. If the Parties cannot agree on a mediator within 7 calendar days of the date of the election, a mediator will be selected under the American Arbitration Association Mediation Rules. The cost of the mediation will be divided evenly.

Level Four

If the dispute is not resolved at Level Three after 30 calendar days from the date of the last Level Three meeting, either party upon 15 calendar days written notice may initiate final and binding arbitration of the dispute under the Rules of the American Arbitration Association. The arbitration will take place in Cumberland before a single arbitrator and the costs of the arbitration will be shared equally. If the dispute is not resolved at Level Three and arbitration is not initiated, the dispute shall be deemed to have been resolved in the favor of the party who did not initiate the dispute resolution process.

All time frames provided for in this dispute resolution procedure, if not extended by written agreement of the Parties, shall be deemed to be the latest dates for compliance with the

procedure; however, the Parties shall endeavor to expedite the process to the extent they are reasonably able to do so.

13. “Entire Agreement.” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior consent, which consent may be withheld for any reason.
16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Director Project Management – Public Projects
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If to Agency:	Mayor and City Council of Cumberland 57 N. Liberty Street Cumberland, MD 21502 Attention: City Engineer
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17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. However, the Parties agree to negotiate in good faith to substitute the severed part, term or provision with alternative language which is not subject to being severed which effects the intent of the parties and is consistent with the terms of this Agreement.
18. Applicable Law. This Agreement shall be governed by the laws of the State of Maryland, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Allegany County, Maryland, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Allegany County, Maryland.
19. Timeliness. Time is of the essence with respect to the terms of this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Signatures transmitted electronically in PDF format shall be effective.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**MAYOR AND CITY COUNCIL OF  
CUMBERLAND**

By: \_\_\_\_\_  
Name: Raymond M. Morriss  
Title: Mayor

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Print Name: J. Tod Echler  
Title: Chief Engineer – Design & Construction

**EXHIBIT A**  
**ALLOCATION OF WORK**

Subject to Section 2, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
  - 1. Design and perform all work necessary to remove existing bridge and build a new bridge over CSX Transportation, Inc. at Cumberland Street in Cumberland, Maryland
- B. CSXT shall perform or cause to be performed:
  - 1. Preliminary engineering services.
  - 2. Changes in communication and signal lines.
  - 3. Flagging services and other protective services and devices as may be necessary.
  - 4. Construction engineering and inspection to protect the interests of CSXT.

## **EXHIBIT B**

### **PLANS AND SPECIFICATIONS**

#### Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

**[IDENTIFY PLANS AND SPECIFICATIONS BY DATE, PREPARER, TITLE, PROJECT NUMBER, ETC.]**

<b><u>SHEET</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PREPARER</u></b>	<b><u>DATE</u></b>
1 of			

## EXHIBIT C

### CSXT SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of **[INSERT DATE OF AGREEMENT]**, as amended from time to time.

“Agency” shall mean the Mayor and City Council of Cumberland.

“Agency Representative” shall mean the authorized representative of Agency, presently Robert L. Smith, City Engineer, and/or any others appointed as such, provided written notice of the appointment is provided to CSXT and/or the CSXT Representative.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access. In the event CSXT denies permission as to a particular location, it shall work cooperatively with Agency and Contractor to accommodate their needs for access, provided those needs are reasonably capable of being met.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.



## VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor. CSXT agrees to work cooperatively with Agency and Contractor in regard to the foregoing.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions. Notwithstanding the foregoing, CSXT shall work cooperatively with Agency and Contractor and shall endeavor to minimize such delays.
- C. Agency, Contractor and CSXT shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

## VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

## VIII. CONSTRUCTION PROCEDURES

- A. General
  - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
  - 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
  - 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.
- B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
  - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
  - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
  - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

#### IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

#### X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its

operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order. Thereafter, Agency will invoice CSXT for the CSXT Share.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Thereafter, Agency will invoice CSXT for the CSXT Share. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

#### XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

#### XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, reasonably satisfactory to CSXT Representative.

#### XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.



**EXHIBIT D**

INITIAL ESTIMATE  
ATTACHED

## **EXHIBIT F**

### **INSURANCE REQUIREMENTS**

#### **I. Insurance Policies:**

Agency and Contractor, if and to the extent that either is performing construction work on or about CSXT's property, shall procure and maintain the following insurance policies, it being noted that the Agency is not expected to be performing any such work and that it shall not be required to procure its own policies unless it engages in such work:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i). Broad Form Nuclear Exclusion - IL 00 21
    - (ii) 30-day Advance Notice of Non-renewal or cancellation

- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department  
CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

3. Agency shall be responsible for review and monitoring of Contractor's compliance with the requirements of this Exhibit F throughout the term of the Agreement. In the same regard, Contractor shall be responsible for insurance review and monitoring of subcontractors. Upon request, evidence of Contractor's insurance shall be provided to CSXT.

## **SCHEDULE I**

### **CONTRACTOR'S ACCEPTANCE**

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 201\_\_, between The Mayor and City Council of Cumberland, Maryland and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Item Attachment Documents:**

Order 26,557 authorizing execution of a Deed Surrendering Possibility of Reverter / Right of Entry acknowledging that the Cumberland Housing Alliance, Inc. (CHA) has satisfied the development requirements of the Quitclaim Deed transferring City-owned property and improvements at 32-34 Virginia Avenue to the CHA (Land Records Book 2375, Page 140) and, therefore, surrendering unto CHA all of the rights, title and interest held by the City to the property

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

**ORDER NO. 26,557**

**DATE: November 5, 2019**

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

**THAT**, the Mayor be and is hereby authorized to execute a Deed Surrendering Possibility of Reverter / Right of Entry acknowledging that the Cumberland Housing Alliance, Inc. (CHA) has satisfied the development requirements of the Quitclaim Deed transferring City-owned property and improvements at 32-34 Virginia Avenue to the CHA (Allegany County Land Records, Book 2375, Page 140) and, therefore, surrendering unto CHA all of the right, title and interest held by the City in and to the property.

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**Raymond M. Morriss, Mayor**

**DEED SURRENDERING POSSIBILITY OF  
REVERTER/RIGHT OF ENTRY**

**THIS DEED SURRENDERING POSSIBILITY OF REVERTER/RIGHT OF ENTRY**, made this 5th day of November, 2019, by and between **Mayor and City Council of Cumberland**, a municipal corporation of the State of Maryland, party of the first part, and **Cumberland Housing Alliance, Inc.**, a Maryland nonprofit corporation, party of the second part.

**WITNESSETH:**

**WHEREAS**, the party of the first part conveyed the real property and improvements thereon located at 32-34 Virginia Avenue, Cumberland, MD 21502 (the "Property") to the party of the second part by means of the Quitclaim Deed dated February 20, 2018 and recorded among the Land Records of Allegany County, Maryland in Book 2375, Page 140;

**WHEREAS**, in order to ensure that the party of the second part would develop the Property in accordance with the parties' agreement, the party of the first part included a possibility of reverter or right of entry in the aforementioned deed that would cause the title to the Property to revert to the party of the first part if the party of the second part failed to take certain actions within a certain deadline;

**WHEREAS**, the party of the second part has satisfied the requirements of the party of the first part with respect to the development of the Property; and

**WHEREAS**, the party of the first part has agreed to execute this deed to confirm that the party of the second part has complied with the conditions necessary to prevent the possibility of reverter/right of entry from causing title to the Property to revert in the party of the first part.

**NOW, THEREFORE**, in consideration of the foregoing, the party of the first part does hereby grant and surrender unto the party of the second part all of the right, title and interest of the party of the first part in and to the Property. The interests surrendered by this deed include, without limitation, the possibility of reverter/right of entry retained by the party of the first part in the aforementioned Quitclaim Deed. The interests surrendered by this deed apply solely to the Property and not as to the other properties described in the Quitclaim Deed.

**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 Property unto the party of the second part, its successors and assigns, in fee simple forever.

**WITNESS** the hand and seal of the party of the first part the day and year set forth above.

**ATTEST:**

**MAYOR AND CITY COUNCIL OF  
CUMBERLAND**

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

By: \_\_\_\_\_(SEAL)  
Raymond M. Morriss, Mayor

**STATE OF MARYLAND,**  
**ALLEGANY COUNTY, to-wit:**

**I HEREBY CERTIFY** that on this 5th day of November, 2019, before me, the undersigned, a notary public in and for the state and county aforesaid, personally appeared **Raymond M. Morris**, known to me (or satisfactorily proved) to be the person whose name is subscribed to the foregoing deed, and he acknowledged that he is the Mayor of Mayor and City Council of Maryland and that, as such, he was authorized to, and did, execute the foregoing deed as the act and deed of said municipal corporation; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 and 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 signature and notarial seal the day and year last above written.

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NOTARY PUBLIC

My Commission Expires:

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**CERTIFICATE OF PREPARATION**

I HEREBY CERTIFY that the foregoing deed was prepared by me or under my supervision and that I am admitted to practice law in the State of Maryland.

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Michael Scott Cohen

**Item Attachment Documents:**

Order 26,558 accepting the bid from Queen City Business Systems to supply six (6) new copiers, including support, maintenance, overage charges, supplies and other specifications stated in the Multi-function Copier Proposal bid package, in the amount not to exceed \$31,400

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

**ORDER NO. 26,558**

**DATE: November 5, 2019**

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

**THAT**, the bid from Queen City Business Systems, 55 National Highway, LaVale, MD 21502, to supply six (6) new copiers, including support, maintenance, overage charges, supplies and other specifications stated in the "Multi-function Copier Proposal" bid package, be and is hereby accepted in the amount not to exceed Thirty One Thousand, Four Hundred Dollars (\$31,400); and

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

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**Raymond M. Morriss, Mayor**

*Order of Bids:*

<b>Company</b>	<b>Total Bid/ Outright Purchase</b>
Queen City Business Systems	\$ 31,400
Document Solutions	\$54,013

**2019 Multifunction Copier Proposals**

Bid Opening: August 14, 2019 - 2:30 p.m., City Hall Council Chambers

Company	Total Bid / Outright Purchase	Total Bid / Government Lease	Bid per page for black output	Bid per page for color output	Affidavit	Local Preference
Queen City Business Systems 505 National Highway LaVale MD 21504	\$ 31,400.00	\$ 35,300.00	\$ 0.0040	\$ 0.0300	Yes	County
Document Solutions 114 S. Wineow Street Cumberland, MD 21502	\$ 54,013.00	\$ 1,027.00	\$ 0.0039	\$ 0.0390	Yes	City

**Item Attachment Documents:**

Order 26,559 authorizing execution of a First Amendment to the AFSCME Local #553  
Collective Bargaining Agreement in effect for the period March 1, 2016, through  
February 28, 2021



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

**ORDER NO. 26,559**

**DATE: November 5, 2019**

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

**THAT**, the Mayor be and is hereby authorized to execute a First Amendment to Collective Bargaining Agreement between the Mayor and City Council of Cumberland and the AFSCME AFL-CIO Local #553 pertaining to the Collective Bargaining Agreement in effect for the period March 1, 2016, through February 28, 2021.

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**Raymond M. Morriss, Mayor**

**FIRST AMENDMENT TO**  
**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MAYOR AND CITY COUNCIL OF CUMBERLAND**

**AND**

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

**FOR MARCH 1, 2016 TO FEBRUARY 28, 2021**

**THIS FIRST AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT ("First Amendment")** is made this \_\_\_\_\_ day of October, 2019, by and between the Mayor and City Council of Cumberland (hereinafter referred to as the "City") and the American Federation of State, County and Municipal Employees, AFL-CIO Local # 553 (hereinafter referred to as the "Union").

**RECITALS**

**WHEREAS**, the City and the Union entered into a Collective Bargaining Agreement (the "CBA") dated March 15, 2016 which is effective for the period which begins March 1, 2016 and ends February 28, 2021;

**WHEREAS**, Union member Michael Shaffer filed a grievance (the "Grievance") dated January 10, 2019 relative to the interpretation of Article VIII, Section 3, claiming he was passed over for a vacation shift;

**WHEREAS**, the Grievance has similar implications with respect to the application of Article XVI, Section 3 of the CBA.

**WHEREAS**, the City and the Union are entering into this First Amendment for the purpose of resolving the Grievance and amending the aforesaid terms of the CBA.

**WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Recitals**. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this MOA.

2. **HOLIDAYS WITH PAY - Amendment of Article VIII, Section 3**. Article VIII (Holidays with Pay), Section 3 of the CBA is deleted in its entirety and the following language is substituted in its place:

**SECTION 3:**

(a) For employees in a continuous work schedule, other than employees of the Wastewater Treatment Plant, Filtration Plant, and Water Servicemen, all holidays shall be granted as vacation days and taken in accordance with the usual branch procedure. Employees in a continuous operation at the Wastewater Treatment Plant, the Filtration Plant, and Water Servicemen, who are required to work on the day on which a holiday is observed, shall be paid time and one-half (1-1/2) of the regular rate for all hours worked in addition to holiday pay.

(b) Employees at the Water Filtration Plant who do not wish to work their scheduled shift on any of the holidays listed in Section 1 of this Article may request that they be permitted to take off provided another employee is willing to take the shift. The available shift shall be offered to employees as outlined in Article XVI (Overtime) of the CBA.

(c) If a Union employee at the Water Filtration Plant fails to follow the procedures set forth in the preceding subsection (b), neither the affected employee(s), the union nor any other employee may file a grievance regarding or arising out of the affected employee not being offered the said holiday shift.

3. **OVERTIME - Amendment of Article XVI, Section 3.** Article XVI (Overtime), Section 3 of the CBA is deleted in its entirety and the following language is substituted in its place:

**SECTION 3:**

(a) 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 hour's 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.

(b) If the Water Filtration Plant Union employee assigning overtime fails to follow the procedures outlined in this Article, the affected employee, other Employees and the Union shall not be entitled to file a grievance regarding or arising out of the affected employee not being offered the said overtime. An employee who is directly affected by the failure to follow the procedure set forth

in the preceding subsection shall be granted priority for overtime over all others within the same job classification as to the next overtime shift offered.

4. **Shaffer Grievance.** Michael Shaffer filed a grievance which was answered by the City and which resulted in the consideration of the CBA terms underlying the foregoing. This led to the negotiation and execution of this First Amendment. Upon the execution of this First Amendment, the grievance shall be deemed to be resolved and the Union shall pursue it no further.

5. **Limited Modification.** Except as specifically modified by this First Amendment, all terms and conditions of the CBA remain unchanged, in full force and effect, and are hereby ratified and confirmed by the City and the Union in all respects.

6. **Miscellaneous Provisions.**

6.1. **Invalidity.** Should any section, paragraph or portion thereof of this First Amendment be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific section, paragraph or portion thereof directly specified in the decision; provided, however, that upon such a decision, the parties agree, as soon as practical, to negotiate a substitute for the invalidated section, paragraph or portion thereof.

6.2. **Binding Effect.** This First Amendment is binding upon the parties hereto and their respective successors and assigns.

6.3. **Captions.** The captions and various sections and paragraphs of this First Amendment have been inserted only for the purposes of convenience. Such captions are not a part of this and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this First Amendment.

6.4. **Construction of First Amendment.** This First Amendment, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto enter into this First Amendment the date first written above.

MAYOR AND CITY COUNCIL  
OF CUMBERLAND

By: \_\_\_\_\_  
Raymond M. Morris, Mayor

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

By:  \_\_\_\_\_  
Carrol E. Braun, Staff Representative

**Item Attachment Documents:**

Order 26,560 declaring a 2005 Toro Groundsmaster 580D mower to be surplus equipment and authorizing it for sale or trade-in

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

**ORDER NO. 26,560**

**DATE: November 5, 2019**

**WHEREAS**, the Mayor and City Council of Cumberland is the record owner of a certain equipment that has been determined to be of no further value to the City; and

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

**IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT**, the following equipment is hereby declared to be surplus property and authorized for sale or trade-in:

1. 2005 Toro Groundsmaster 580D  
Serial No. 250000321

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**Raymond M. Morriss, Mayor**



Margie Woodring &lt;margie.woodring@cumberlandmd.gov&gt;

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**Surplussing of Old Mower for Trade**

1 message

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**Brian Broadwater** <brian.broadwater@cumberlandmd.gov>  
To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Tue, Oct 22, 2019 at 1:40 PM

Margie,

The mower that we want to surplus so that we can trade it in on a new one is listed below.

2005 Toro Groundsmaster 580D  
Serial #250000321

Thanks,  
Brian

--  
**David Brian Broadwater Jr**  
*Fleet Maintenance Coordinator*  
City of Cumberland, MD  
W: (301) 759-6627 | C: (240) 920-2079  
215 Bowen St. | Cumberland, MD 21502



**Cumberland**  
*Maryland*