



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

AGENDA

M&CC Public Meeting
57 N. Liberty Street, Cumberland, MD 21502

DATE: August 04, 2021

OPEN SESSION

Pledge of Allegiance

Roll Call

Presentations

1. Presentation of the 2021 Blue Ribbon Awards and Good Neighbor Awards by Let's Beautify Cumberland's Co-chairs Ginny Decker and Ed Mullaney

Approval of Minutes

1. Approval of the Closed Session Minutes of May 25, 2021, and the Work & Regular Session Minutes of June 15, 2021

New Business

(A) Ordinances

1. Ordinance 3894 (*1st reading*) - to repeal and reenact with amendments Section 10-30 of the City Code pertaining to tax credits provided for improvements to properties located in the Canal Place Preservation District, National Register sites or districts, and Maryland-designated Certified Heritage Zoning Districts, and clarifying which properties are eligible for the tax credits
2. Ordinance 3895 (*1st reading*) - to repeal and reenact with amendments Section 10-29 of the City Code pertaining to the provision of tax credits for the restoration and preservation of structures having historic or architectural value within the Historic District areas of the city

(B) Orders (Consent Agenda)

- [1.](#) Order 26,845 - authorizing the Chief of Police to accept a GOCCP FY22 Sex Offender Compliance Grant in the amount of \$18,522 to perform compliance checks by conducting home visits of registered sex offenders to confirm residency
- [2.](#) Order 26,846 - authorizing the Chief of Police to accept a Maryland Center for School Safety SRO Grant for FY22 in the amount of \$49,364 to be used to provide adequate police coverage in and around city schools
- [3.](#) Order 26,847 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for the period July 1, 2021, to July 1, 2022, in the total estimated amount of \$1,032,917 and authorizing the City Administrator to execute a Prefund Deductible Reimbursement and Security Agreement to effect the coverage
- [4.](#) Order 26,848 - accepting the proposal from Local Government Insurance Trust (LGIT) in the total estimated amount of \$302,932 to provide FY22 insurance coverage for Property Insurance, General Liability, Excess Liability, Police Legal Liability, Auto, and Boiler and Machinery coverage
- [5.](#) Order 26,849 - authorizing that upon the completion of construction activities in the public right-of-way of Cecelia Street, traffic flow on Cecelia Street shall be changed from one-way traffic to two-way traffic from Maryland Avenue to Park Street, and parking shall only be allowed on one side of the street
- [6.](#) Order 26,850 - authorizing the forgiveness of nine (9) loans established through the City's COVID-19 Forgivable Small Business Loan Program in the total amount of \$50,000
- [7.](#) Order 26,851 - authorizing execution of a Collective Bargaining Agreement with the International Association of Firefighters (IAFF) Local #1715, to be effective July 1, 2021, through June 30, 2024, with the option to renew for one (1) additional year
- [8.](#) Order 26,852 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not-to-exceed \$45,180
- [9.](#) Order 26,853 - correcting the address identification for the assignment of a tax sale certificate previously approved by Order No. 26,853 from 501 Regina Avenue to 502 Regina Avenue
- [10.](#) Order 26,854 - authorizing execution of a Contract with Allegany College of Maryland (ACM), effective August 3, 2021 - November 30, 2021, acknowledging that ACM will receive the total amount of the Community Parks and Playground Award of \$98,000 for the development of two community outdoor sand volleyball courts at ACM and outlining term and conditions pertaining to the construction of the project and payment of project invoices

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Approval of the Closed Session Minutes of May 25, 2021, and the Work & Regular Session Minutes of June 15, 2021

Mayor and City Council of Cumberland

Closed Session Minutes

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

Videoconference

Tuesday, May 25, 5:27 p.m.

The Mayor and City Council convened in open session at 5:27 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b)(9) of the General Provisions Article of the Annotated Code of Maryland to discuss contract negotiations regarding the IAFF Local 1715, and the UFCW Local 1994 representing members of the Cumberland Police Department.

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

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Mark Gandolfi, City Comptroller; Charles Ternent, Chief of Police; Donald Dunn, Fire Chief; Shannon Adams, Acting Interim Fire Chief

I. UNION NEGOTIATIONS DISCUSSION – IAFF – FIRE DEPARTMENT

Mr. Rhodes advised that they have reached the point where feedback is needed on some items, and turned things over to the City Solicitor.

Mr. Cohen started with the IAFF, and said that the only item needing input from M&CC is the amount of time union members can spend on union business outside of employment. He stated that presently, 144 hours are given, which he said was a significant amount. He advised that some employees are taking advantage of that, where they have a couple of hours of union business, and they take the entire shift off. He stated that this is problematic.

(At this point, Mr. Cohen temporarily lost contact with the meeting)

Chief Dunn advised that just the union officials receive this time off for union business, of which there are six employees on their executive board. He added that six shifts are what are on the old contract, and they are looking to adjust that.

Mr. Rhodes advised that one of the challenges that has come into play is that the union now represents the County's EMS employees, and some of the time it causes the City some angst, but sometimes they do go over to the County on union business, which he stated is pretty loosely defined. He said the City wants to try and cap it, and force them to manage it rather than get caught up in where they were and what they were doing. Mr. Rhodes advised that

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, June 15, 2021
5:30 p.m.

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

ALSO PRESENT: Ken Tressler, Director of Administrative Services/Interim City Administrator; Marjorie Woodring, City Clerk; Robert Smith, City Engineer/Interim Utilities Manager; Morgan Alban, Engineering Consultant

I. AGENDA REVIEW – JUNE 15 2021

Mayor Morriss reviewed the Agenda, and went over the Director's Reports and Minutes up for approval. Mr. Tressler reviewed the New Business ordinance:

Ordinance 3892 (*1st Reading*) – accepting bids for the purchase of eight (8) parcels of real property solicited through the 2021 Surplus Properties Round II Request for Bids and authorizing transfer of those properties to the successful bidders.

Mr. Tressler read the ordinance, and advised that 2 of the 10 original properties won't be bid out because they are rehabs, and will have reverter clauses.

Mr. Tressler reviewed only the new items on the Consent Agenda, and asked if there were any questions on any of the ones that had been previously reviewed at the last work session:

Order 26,812 – approving the Sole Source purchase of a new Ford F-250 Regular Cab Pickup Truck with plow from Keystone Ford (truck) and Stephenson Equipment (up-fit of plow) in an amount not-to-exceed \$40,470.00, as obtained through Co-Star pricing.

Order 26,813 – approving the Sole Source purchase of a new Ford F-350 Super Cab Service Body Truck with lift-gate from Keystone Ford (truck chassis) and Stephenson Equipment (up-fit of service body and lift-gate) in an amount not-to-exceed \$54,271.00 as obtained through CoStar pricing.

Order 26,814 – approving the Sole Source contract with AquaLaw in the estimated cost of \$47,500.00 to provide consultation to determine what steps are needed to extend the 1998 Consent Order issued by MDE to address Combined Sewer Overflows (CSOs) by October, 2023.

Order 26,815 – approving the price modification to the current contract with Burgmeier's Hauling for "Municipal Solid Waste Hauling Services for Curbside Garbage and Recycling Collection" (22-18-M) to a reduced annual cost of \$1,227,800.64 effective

July 1, 2021, due to the recent commercial revenue reduction as a result of 155 units switching to private dumpster service.

Order 26,816 –appointing Mason R. Reed as the Student Representative to the Parks and Recreation Board.

Order 26,817 – *accepting the Sole Source proposal from Wycliffe Technologies to provide additional Milestone XProtect Camera System licenses, network video recorder, cameras, and related equipment and software to add to the City’s existing Milestone cameral systems located at City Hall, the Public Safety Building, and the Municipal Services Center for the amount not-to-exceed \$74,461.00.*

Mr. Tressler advised that the Municipal Service Center was recently added to this order, and that total was approximately \$44K. He stated that the cost was higher than City Hall and the Public Safety Building due to the fact that they had to start from scratch at the Service Center – there was no equipment there to build on. He also stated that even though this says sole source, it was a competitive bid originally, and said when they bid out the Center City Parking garage system, it was done with the intention to roll this out later.

Order 26,818 – authorizing the assignment of the tax sale certificate for 501 Regina Avenue to the City for the amount of \$7,165.00; authorizing the City Solicitor to complete the tax sale foreclosure so the City can take title and record the deed; and authorizing the abatement of City real estate taxes, contingent upon recordation of the deed.

Order 26,819 – *accepting the report from the City Administrator pertaining to the closure of a portion of a street known as Riverside Avenue, advising that there is no basis for assessing damages and awarding benefits to abutting property owners resulting from the aforesaid closing.*

Mr. Tressler advised that Mr. Cohen reviewed the situation and said there was no basis for having to do the report, but they went out and looked at it anyway and prepared the report.

Order 26,820 - *approving the award of \$4,023.85 from the Central Business District Façade Improvement Program to the Allegany Youth Enrichment Program Services (AYEPS) for their project at 119 N. Centre Street, which serves as a City match of 25%.*

Mr. Tressler advised that Ms. McKenney had worked out some questions that were on their applications, and said that this is the remaining balance left in the Façade Improvement Program.

Order 26,821 – *approving the abatement of the 2019-2020 real estate taxes for 119 N. Centre Street (Tax ID 14-005129) owned by the non-profit group Allegany Youth Enrichment Program Services (AYEPS).*

Mr. Tressler advised that AYEPS received their non-profit status in May, which was too late for the state to adjust, and they didn’t realize they had to request the abatement. He added that they won’t get a bill this year because they are now an approved non-profit.

II. MAYOR AND CITY COUNCIL UPDATES

There was discussion about the River Park project, with Mayor Morriss advising that during a call today they began working out the details of a contract with Bill Atkinson to be the consultant for the project. He advised that the City, County, and Canal Place will share the cost, with it being administered by the County. The Mayor stated that the company proposed to do the work, Water & Land Solutions, is working out an M.O.U. between the City, County, and Canal Place, and will send Council a copy after the details are worked out.

There was discussion about the WMSR, with the Mayor advising that they have a new interim executive director, who he said seems very capable and knowledgeable, and has been hired on a 60-day basis with the intention to keep him after the 60 days. He also mentioned that former Executive Director John Garner will probably still be with the WMSR, just in a slightly different role going forward, and advised that work continues on the 1309 steam engine with a fall roll-out in the works. The Mayor added that diesel trains began running on Memorial Day, with their full schedule to begin shortly after July 1.

Councilman Cioni advised that he and Mr. Tressler took a trip to Hagerstown to look at their splash pad, and said along with putting one at Constitution Park, Dee-Dee Ritchie is interested in having one at Canal Place as well. Mayor Morriss mentioned the skate park project, and the revitalization of Constitution Park, to make it a showpiece for the community. Robert Smith mentioned the ALTA Plan for the park, and Mayor Morriss said they will be taking a look at that to see how it can fit in to make the park a true, inviting community center. There was also discussion about the work that has gone into the pool itself, and about submitting an application for a grant to refurbish some of the pavilions and restrooms at Constitution Park as well. Morgan Alban advised that she and the Engineering Intern have done inventory on every piece of equipment in the park with photos, to help to prioritize what needs attention first. The Mayor stated that the plan for the next 2-3 years is to improve Constitution Park and the City's playgrounds.

There was discussion about utilizing Canal Place festival grounds more next year when Baltimore Street is under construction to give people some place to go for concerts and such. Councilman Frazier discussed maybe getting a committee together, with the Mayor stating that he thought there was a group within the DDC that will be working to have events down at the festival grounds. He added that this may be a stepping stone to let people see how the festival grounds can fit into the City's arts and entertainment district. There was also discussion on utilizing the grounds for concerts a couple times a month, even after the Baltimore Street construction is completed, in addition to having entertainment downtown as well.

Mr. Tressler advised that the Police and Fire union negotiations are going really well, stating that he thinks they have an agreement with the Police Department, and said they are really close in having one with the Fire Department. He said the problem is that the Fire Department is going to extend past June 30th when their contract ends, so there will have to be an order to extend the contract one (1) month.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:03 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

MINUTES

M&CC Regular Meeting

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

DATE: June 15, 2021

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Councilman Bernard was absent

Also Present: Ken Tressler, Director of Administrative Services/Interim City Administrator;
Marjorie A. Woodring, City Clerk; Robert Smith, City Engineer/Interim Utilities Manager;
Morgan Alban, Engineering Consultant

IV. Statement of Closed Meeting

1. Summary Statement of closed meeting held June 8, 2021

The Mayor announced that a closed session had been held on June 8, 2021 at 5:27 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Seciton3-306 (c))(2) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Presentation of the 2020 Annual Report of the Planning and Zoning Commission to allow for comment and evaluation by the Mayor and Council.

Morgan Alban, Engineering Consultant, provided a PowerPoint presentation to discuss the 202 Planning Commission Annual Report. The presentation provided background on the report which is required under Sections 1-207 & 208 of the Land Use Article of the Annotated Code of Maryland, and must be made available for public inspection and submitted to the Secretary of the MD Dept. of Planning after M&CC review. Ms. Alban reviewed the 2020 Key Findings, and then took questions.

- The City issued 2 building permits for new residential construction
- The City issued 35 residential demolition permits – removing 35 units
- The City experienced an overall net housing stock decrease of 32 residential units
- The City adopted its Comprehensive Plan in 2013
- Development patterns were supported by infrastructure improvements and were consistent with local and state plans
- No major changes in current plans or permitting process is necessary at this time

VI. Director's Reports

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

(A) Administrative Services

1. Administrative Services monthly report for April, 2021

(B) Engineering

1. Engineering Division monthly report for May, 2021

(C) Fire

1. Fire Department monthly report for May, 2021

(D) Police

1. Police Department monthly report for May, 2021

(E) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for May, 2021

VII. Approval of Minutes

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

1. Approval of the Regular Session Minutes of May 4, 2021, and the Work Session Minutes of May 11, 2021

VIII. New Business

(A) Ordinances

1. **Ordinance 3892 (1st reading)** - accepting bids for the purchase of eight (8) parcels of real property solicited through the 2021 Surplus Properties Round II Request for Bids and authorizing transfer of those properties to the successful bidders.

Mr. Tressler provided background on the ordinance and advised that from the original ten (10) properties, two (2) were held out and won't be bid out because they are rehabs, and will have reverter clauses.

FIRST READING: The ordinance was presented in title only for its first reading.

Motion to accept the first reading and table until next meeting was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 4-0.

(B) Orders (Consent Agenda)

Mr. Tressler reviewed each item, and Mayor Morriss called for questions or comments. **Motion** to approve all Consent Agenda items was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 4-0.

Order 26,812 - approving the sole source purchase of a new Ford F-250 Regular Cab Pickup Truck with Plow from Keystone Ford (truck) and Stephenson Equipment (up-fit of plow) in an amount not to exceed \$40,470, as obtained through CoStar pricing.

Mr. Tressler explained that this purchase is taking advantage of the PA co-op CoStar, which competitively bids vehicles.

Order 26,813 - approving the sole source purchase of a new Ford F-350 Super Cab Service Body Truck with Liftgate from Keystone Ford (truck chassis) and Stephenson Equipment (up-fit of service body and liftgate) in an amount not to exceed \$54,271 as obtained through CoStar pricing.

Mr. Tressler advised this is the same competitive process as Order 26,812.

Order 26,814 - approving the sole source contract with AquaLaw in the estimated cost of \$47,500 to provide consultation to determine what steps are needed to extend the 1998 Consent Order issued by MDE to address Combined Sewer Overflows (CSO's) by October, 2023.

Mr. Smith advised that this will allow the City to negotiate an extension with the state and will help determine what future performance metrics will be.

Order 26,815 - approving the price modification to the current contract with Burgmeier's Hauling for "Municipal Solid Waste Hauling Services for Curbside Garbage and Recycling Collection (22-18-M)" to a reduced annual cost of \$1,227,800.64 effective July 1, 2021, due to the recent commercial revenue reduction as a result of 155 units switching to private dumpster service.

Mr. Tressler advised that this will save the City approximately \$20K per year.

Order 26,816 - appointing Mason R. Reed as the student representative to the Parks and Recreation Board.

Order 26,817 - accepting the sole source proposal from Wycliffe Technologies to provide additional Milestone XProtect Camera System licenses, network video recorder, cameras, and related equipment and software to add to the city's existing Milestone

camera systems located at City Hall, the Public Safety Building, and the Municipal Services Center for the amount not to exceed \$74,461.

Mr. Tressler advised that the system is already in place at City Hall and the Public Safety Building, and added that since the Municipal Service Center has no infrastructure at all, their system will be at a higher cost.

Order 26,818 - authorizing the assignment of the tax sale certificate for 501 Regina Avenue to the City for the amount of \$7,165; authorizing the City Solicitor to complete the tax sale foreclosure so the City can take title and record the deed; and authorizing the abatement of City real estate taxes, contingent upon recordation of the deed.

Mr. Tressler advised that this property has receive numerous complaints, has draining problems, and said the City has an agreement with the previous tax certificate holder to take the property. He added that once the City has control it will be assessed as a potential warehouse property in a commercial zone.

Order 26,819 - accepting the report from the City Administrator pertaining to the closure of a portion of a street known as Riverside Avenue, advising that there is no basis for assessing damages and awarding benefits to abutting property owners resulting from the aforesaid closing.

Mr. Tressler advised that the City Solicitor had noted there was no basis for assessing damages for this property, but said it had been visited and looked at anyway and there was found no reason for damages.

Order 26,820 - approving the award of \$4,023.85 from the Central Business District Facade Improvement Program to the Allegany Youth Enrichment Program Services (AYEPS) for their project at 119 North Centre Street, which serves as a City match of 25%.

Ms. McKenney advised that four (4) projects mentioned in the previous meeting were funded by this program, because of issues with 2019 taxes, and said there was a requirement with all taxes being up to date. Mr. Tressler advised that this project was budgeted in the façade program, and said this represents the remaining amount not distributed yet.

Order 26,821 - approving the abatement of the 2019-2020 real estate taxes for 119 N. Centre Street (Tax ID 14-005129) owned by the non-profit group Allegany Youth Enrichment Program Services (AYEPS).

Ms. McKenney advised that this property was donated to AYEPS in May 2019, and said they received their non-profit status that same year, so there was some crossover between the time it was donated and the non-exempt status. Mr. Tressler advised that it's not uncommon for the state to lag behind, and stated that the organization didn't realized they had to formally request an abatement.

Mayor Morriss said it was good news that the entire budget for the façade program could be utilized, with Mr. Tressler advising that Ms. McKenney had taken another look at the original program that didn't go so well, and revised it to get all the funds out so they would be available for use.

IX. Public Comments

Mayor Morriss stated that it was an honor to have Chief Dunn at the meeting, and advised that the Chief will be retiring at the end of the month. The Mayor thanked him for all he's done for the City of Cumberland, and said he will be missed. The CFD Battalion Chiefs as well as the Interim Fire Chief Shannon Adams were in attendance, and congratulated him on his wonderful career, wishing him well going forward. Chief Dunn introduced his family, who were also in attendance, and thanked personnel and officers, saying they have been the most qualified group the Fire Department has ever had. He thanked his Administrative Assistant Julie Davis, and Fire Marshal Shannon Adams, and said he counted on them every day. Chief Dunn thanked his family, and the M&CC for all their support of the CFD.

No Other Public Comments

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:44 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

. Ordinance 3894 (*1st reading*) - to repeal and reenact with amendments Section 10-30 of the City Code pertaining to tax credits provided for improvements to properties located in the Canal Place Preservation District, National Register sites or districts, and Maryland-designated Certified Heritage Zoning Districts, and clarifying which properties are eligible for the tax credits

ORDINANCE NO. ____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS SECTION 10-30 OF THE CUMBERLAND CITY CODE PERTAINING TO CERTAIN TAX CREDITS IN CONNECTION WITH THE MAKING OF ELIGIBLE IMPROVEMENTS TO OR RESTORATION AND REHABILITATION OF PROPERTIES LOCATED WITHIN: THE CANAL PLACE PRESERVATION DISTRICT; DISTRICTS, SITES, OR STRUCTURES LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES; AND THOSE WHICH ARE LOCATED WITHIN A STATE OF MARYLAND-DESIGNATED CERTIFIED HERITAGE ZONING DISTRICT, SITE OR STRUCTURE AND FOR THE PURPOSE OF CLARIFYING WHICH PROPERTIES ARE ELIGIBLE FOR THE TAX CREDIT."

WHEREAS, the Canal Place Preservation District is a historic area zoning district which is located within the City;

WHEREAS, several districts, sites, and structures in the City are listed on the National Register of Historic Places;

WHEREAS, there may be additional such heritage zoning districts, expansions to the Certified Heritage Area, and additional districts, sites, and structures may be included within the National Register of Historic Places in the future;

WHEREAS, the Mayor and City Council have determined that it is in the general public interest to foster and encourage historic preservation, economic development and heritage tourism activities through improvement, restoration, and rehabilitation of historic or heritage property so as to:

1. Preserve and protect the heritage of the City of Cumberland as represented by its remaining historic buildings and structures.
2. Stimulate the positive aspects of historic or heritage preservation, such as economic development and employment opportunities; and
3. Implement and effect planning activities aimed at preserving historic structures, sites, districts, and heritage areas;

WHEREAS, it is the intent of the Mayor and City Council of Cumberland that the taxation of significant improvements to, and restoration and rehabilitation of, historic or heritage properties be maintained, for a period of up to ten (10) years, at taxation levels not greater than those in place before the eligible improvements if approved as part of a local government plan for historic or heritage preservation as authorized by Section 9-204.1 of the Tax Property Article of the Annotated Code of Maryland; and further, it is the purpose of this Ordinance to clarify which properties are eligible for the benefits provided herein.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 10-30 of the Cumberland City Code be repealed and reenacted, with amendments, to read as follows:

Sec. 10-30. - Tax credit on properties in the Canal Place Preservation District.

(a) As allowed for by section 9-204 of the Tax Property Article of the Annotated Code of Maryland, a tax credit shall be allowed on City real property taxes for properties located in the Canal Place Preservation District, a State of Maryland Designated Certified Heritage Area and/or a National Register of Historic Places district, site, or structure, or other heritage zoning districts, sites, or structures which credit shall be the difference between the property tax that, but for the tax credit, would be payable after the completion of eligible improvements, and the property tax that would be payable if the eligible improvements were not made.

(b) The terms of the property tax credit provided for herein are set forth below.

(1) The tax credit shall be subject to eligibility requirements no less stringent than those applicable to credits authorized under the said Section 9-204. If there is a conflict between the terms of this section of the City Code and the said Section 9-204, the more stringent provision shall apply.

(2) That tax credit for each property shall apply for a period that does not exceed ten (10) years. The length of time the credit is available shall depend upon the cost of eligible improvements as compared to the value of the property if the eligible improvement had not been made as set forth in the table below.

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

(3) The tax credit shall apply to eligible improvements which are located within the boundaries of:

- a. A property listed individually in the National Register of Historic Places, or a National Register of Historic Places district or landmark district;
- b. A property or district designated as a historic property or district under local law; or
- c. A property included within the boundaries of a certified heritage area under Section 13-111 of the Financial Institutions Article of the Annotated Code of Maryland.

(4) Eligible expenses are capital expenses that take place within two (2) years from the date of the commencement of construction.

(c) In order to qualify for the tax credit provided for herein, a property owner must personally invest a minimum of Five Thousand Dollars (\$5,000.00) in improvement costs, must submit construction plans for the improvements or renovations to the Historic Preservation Commission and/or its staff, and must obtain the following documentation prior to the commencement of any work:

- (1) For properties located within the locally-zoned historic districts, sites or structures, a property owner must obtain a Certificate of Appropriateness from the Historic Preservation Commission. If interior work is included in the application for tax incentives (i.e., the Commission's Pre-Construction Work Scope Application Form), the Commission's approval shall be required as well.
- (2) For properties individually listed or located within districts listed on the National Register of Historic Places or located within the Certified Heritage Area, the Commission's approval of a Pre- Construction Work Scope Application shall be required.

(d) The Historic Preservation Commission shall only take action upon tax credit applications for preservation or restoration work submitted prior to the start of the preservation or restoration work proposed for tax credits. The Historic Preservation Commission shall take preliminary action on the application for tax credits within the time required for no greater than two (2) consecutive regular meetings of the Commission after all pertinent information has been received. Determination of eligibility shall be made within the meaning of Section 9-204.1 of the Tax Property Article of the Annotated Code of Maryland. It is the intent of this section that the Historic Preservation Commission be liberal in such determination. Additionally, preservation or restoration work submitted for tax credits may include eligible interior and exterior improvements.

(e) The tax credit provided for herein shall not be allowed unless the receipts required by this subsection have been filed with the Historic Preservation Commission, accompanied by the oath or affirmation of the owner/taxpayer, on such form(s) prescribed by the Historic Preservation Commission and approved by the Historic Preservation Commission. The receipts must be those for actual capital expenses in connection with the restoration and preservation work previously approved by the Historic Preservation Commission. Any changes from the original approval may result in the denial of the tax credit. The Historic Preservation Commission shall take final action on the application for tax credits within the time required for no greater than

two (2) consecutive regular meetings of the Historic Preservation Commission.

- (f) In cases where more than one local tax incentive program could apply to a project, the property owner/applicant must select the one (1) program that he/she determines provides the best benefit for the project. Multiple programs cannot be layered or applied separately for any project.

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

Passed this ____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

File Attachments for Item:

. Ordinance 3895 (*1st reading*) - to repeal and reenact with amendments Section 10-29 of the City Code pertaining to the provision of tax credits for the restoration and preservation of structures having historic or architectural value within the Historic District areas of the city

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS SECTION 10-29 OF THE CUMBERLAND CITY CODE PROVIDING FOR CERTAIN TAX CREDITS IN CONNECTION WITH THE RESTORATION AND PRESERVATION OF STRUCTURES HAVING HISTORIC OR ARCHITECTURAL VALUE WITHIN THE HISTORIC DISTRICT AREAS OF THE CITY OF CUMBERLAND, MARYLAND AND IN CONNECTION WITH THE CONSTRUCTION OF ARCHITECTURALLY COMPATIBLE NEW STRUCTURES."

WHEREAS, certain historic area zoning districts have been created in the City of Cumberland;

WHEREAS several districts, sites, and structures in the City are listed on the National Register of Historic Places;

WHEREAS, a Certified Heritage Area which was previously known as the Canal Place Heritage Area and is currently known as the Passages of the Western Potomac Heritage Area, the boundaries of which have been designated by the State of Maryland, is also located within the municipal boundaries of the City;

WHEREAS, there may be additional such heritage zoning districts, expansions to the Certified Heritage Area, and additional districts, sites and structures included within the National Register of Historic Places in the future; and

WHEREAS, it is the desire of the Mayor and City Council of Cumberland to encourage the restoration, preservation and construction of structures having historic or architectural value located in those areas and to provide certain real property tax credits in connection with such improvements and reconstruction as authorized by Section 9-204 of the Tax Property Article of the Annotated Code of Maryland.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 10-29 of the Cumberland City Code be repealed and reenacted with amendments to read as follows:

Sec. 10-29. - Tax credit in connection with the restoration and preservation of structures within historic districts and new construction of architecturally compatible new structures.

- (a) As allowed for by section 9-204 of the Tax Property Article of the Annotated Code of Maryland, there shall be allowed a tax credit on city real property taxes based upon the funds expended by a private owner/taxpayer (referred to hereinafter as a "property owner") for restoration and preservation of any structure having historical or architectural value which is located within any designated historic district, site or structure, either locally zoned, listed on the National Register of Historic Places, or located within the boundaries of a Certified Heritage Area. Said tax credit shall be the amount equal to ten percent (10%) of the property owners' expenses indicated by properly

documented receipts for such restoration or preservation work. A property tax credit of five percent (5%) will be granted to the property owner for the construction of an architecturally compatible new structure (i.e., a new structure in a historic district which is designated as an architecturally compatible new structure under Title 8 of the Land Use Article of the Annotated Code of Maryland). In order to qualify for the tax credit provided for in this section, the property owner must (i) personally invest a minimum of five thousand dollars (\$5,000.00) in improvement costs for the property, (ii) submit construction plans for the improvements, restoration or new construction to the Historic Preservation Commission and (iii) obtain the following prior to the commencement of any work:

1. For properties, sites or structures located within locally-zoned historic districts, a certificate of appropriateness must be obtained from the Historic Preservation Commission. If interior work is included in the application for tax incentives (i.e., the Commission's Pre-Construction Work Scope Application Form), the Commission's approval shall be required as well.
 2. For properties individually listed or located within districts listed on the National Register of Historic Places or located within a Certified Heritage Area, the Commission's approval of a Pre- Construction Work Scope Application shall be required.
- (b) The Historic Preservation Commission shall only take action upon tax credit applications for preservation, restoration or new construction work submitted prior to the start of such work that is proposed for tax credits. After all pertinent information has been received, the Historic Preservation Commission shall take make a determination as to whether a property is eligible for the tax credit. This determination must be made within the time required for no greater than two (2) consecutive regular meetings of the Historic Preservation Commission. It is the intent of this section that the Historic Preservation Commission be liberal in such determination. Additionally, preservation, restoration and new construction work submitted for tax credits may include eligible interior and exterior improvements.
- (c) The tax credit provided for herein shall not be allowed until the receipts required by this Ordinance have been filed with the Historic Preservation Commission, accompanied by the oath or affirmation of the property owner, on such form(s) prescribed by the Historic Preservation Commission. The receipts must be those for actual capital expenses incurred in the performance of the restoration, preservation or new construction previously approved by the Historic Preservation Commission. Any changes from the original approval may result in the denial or withdrawal of the tax credit. The Historic Preservation Commission shall take final action on the application for tax credit within the time required for no greater than two (2) consecutive regular meetings.

The tax credit provided for herein shall be allowed for the tax year immediately subsequent to the year in which the restoration, preservation or new construction work is completed, and any unused portion of this tax credit

may be carried forward for no more than four (4) subsequent tax years.

- (d) If for any reason, a property granted a tax credit under this section ceases to be located within a historic district, the property owner may be required to refund such credit. The property owner shall not be required to refund the tax credit if the property ceases to be located within a Certified Heritage Area or loses its National Register of Historic Places designation through no action of the part of the property owner; however, the property owner shall refund all tax credits if that individual initiates the said action.
- (e) In cases where more than one (1) local tax incentive program could apply to a project, the property owner must select the one program that he/she determines provides the best benefit for the project. Multiple programs cannot be layered or applied separately for any project.
- (f) Capital expenses incurred within two (2) years from the date of the commencement of construction are eligible for the tax credit provided for herein.

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

Passed this ____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

File Attachments for Item:

. Order 26,845 - authorizing the Chief of Police to accept a GOCCP FY22 Sex Offender Compliance Grant in the amount of \$18,522 to perform compliance checks by conducting home visits of registered sex offenders to confirm residency

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

ORDER NO. 26,845

DATE: August 4, 2021

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY22 entitled "Sex Offender Compliance and Enforcement" in the amount of Eighteen Thousand, Five Hundred Twenty-two Dollars and No Cents (\$18,522.00) for the period 07/01/2021 to 06/30/2022 for the Cumberland Police Department overtime support to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Raymond M. Morriss, Mayor

Grant: SOCM-2022-0023



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

July 15, 2021

Chief Chuck Ternent
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: SOCM-2022-0023

Dear Chief Ternent:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Sex Offender Compliance and Enforcement**," in the amount of \$18,522.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department Sex Offender Compliance and Enforcement program assists in developing and implementing strategies specifically intended to provide assistance complying with the laws surrounding the Sex Offender Registry. The program tracks the compliance of local sex offenders who are required to maintain registry with the Maryland Sex Offender Registry. Grant funding supports personnel and contractual services.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Angela Carpintieri**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", with a stylized flourish at the end.

V. Glenn Fueston, Jr.
Executive Director

cc: Lieutenant James Burt



Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Lee, Dorothy

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	SOCM-2022-0023	
Sub-recipient:	Cumberland Police Department	
Project Title:	Sex Offender Compliance and Enforcement	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2021 - 06/30/2022	CFDA: State General Funds

Funding Summary	Grant Funds	100.0 %	\$18,522.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$18,522.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Officer to conduct compliance checks	Overtime	Grant Funds	\$9,261.00
Personnel Total:			\$9,261.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allegany County Sheriff's Office	Grant Funds	230	\$40.00	\$9,261.00
Contractual Services Total:				\$9,261.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 7/1/2021

Council Agenda Summary

Meeting Date: August 4, 2021

Agenda Item Number: FY22 Sex Offender Compliance Grant

Key Staff Contact: Chief Chuck Ternent

Item Title:

FY22 Sex Offender Compliance Grant

Summary:

Authorize the Chief of Police to accept the FY22 Sex Offender Compliance grant in the amount of \$18,522.00 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes No	
Budget:	\$
Value of award:	\$18,522.00
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? X Yes No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes 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.)	

File Attachments for Item:

. Order 26,846 - authorizing the Chief of Police to accept a Maryland Center for School Safety SRO Grant for FY22 in the amount of \$49,364 to be used to provide adequate police coverage in and around city schools

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

ORDER NO. 26,846

DATE: August 4, 2021

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

THAT, the Chief of Police be and is hereby authorized to accept a FY22 SRO/Adequate Coverage Grant made available through the Maryland Center for School Safety (MCSS), in the amount of Forty-nine Thousand, Three Hundred Sixty-four Dollars and No Cents (\$49,364.00) to cover overtime salaries for School Resource Officers (SROs) to provide adequate coverage in and around the assigned schools within the jurisdiction of the Cumberland Police Department for the period July 1, 2021 – June 30, 2022.

Mayor Raymond M. Morriss

Grant: FY22 MCSS SRO Grant

MARYLAND CENTER for SCHOOL SAFETY

7/19/2021

GRANT APPROVAL NOTICE

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

**Chief John "Chuck" Ternent
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502**

RE: Continuation of FY2021 SRO Program in FY2022

Dear Chief Ternent,

This letter is to notify you that the application for the continuation of your FY2021 SRO Program has been **fully approved** in the amount of **Forty-Nine Thousand, Three Hundred Sixty-Four Dollars [\$49,364]**. This funding is to cover overtime salaries for SROs to provide adequate coverage in the assigned schools within the jurisdiction of the Cumberland Police Department. The effective date for the FY2022 SRO Grant is from July 1, 2021 to June 30, 2022.

The Maryland Center for School Safety 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 an official grant award.

You will be required to submit detailed quarterly progress reports as well as a final project report at the end of the performance period. Please visit the [MCSS website](#) to access the Reimbursement Form and other Post Award grant forms. Please contact the MCSS Grants Unit at mcss.mcss@maryland.gov with any questions.

Sincerely,

MCSS Grants Review Team
Maryland Center for School Safety
Email: mcss.mcss@maryland.gov

cc:



410-281-2335 | schoolsafety.maryland.gov | school.safety@maryland.gov

Council Agenda Summary

Meeting Date: August 4, 2021

Agenda Item Number: FY22 MCSS SRO Grant

Key Staff Contact: Chief Chuck Ternent

Item Title:

FY22 MCSS SRO Grant

Summary:

Authorize the Chief of Police to accept the FY22 Maryland Center for School Safety SRO grant in the amount of \$49,364.00. These funds will be used to provide adequate police coverage in and around our city's schools.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes No	
Budget:	\$
Value of award:	\$49,364.00
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? X Yes No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes X 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.)	

File Attachments for Item:

. Order 26,847 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for the period July 1, 2021, to July 1, 2022, in the total estimated amount of \$1,032,917 and authorizing the City Administrator to execute a Prefund Deductible Reimbursement and Security Agreement to effect the coverage

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

ORDER NO. 26,847

DATE: August 4, 2021

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

THAT, the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2021, through July 1, 2022, be and is hereby accepted in the estimated amount of One Million, Thirty-Two Thousand, Nine Hundred Seventeen Dollars (\$1,032,917.00) based on the following:

Premium	\$ 290,237
Cash Collateral Fund	\$ 720,000
Claims Service Fund	<u>\$ 22,680</u>
Total	\$ 1,032,917

BE IT FURTHER ORDERED, that the City Administrator be and is hereby authorized to execute a Prefund Deductible Reimbursement and Security Agreement by and between PMA Companies and City to effect this coverage.

Mayor Raymond M. Morriss

WORKERS' COMPENSATION

Coverage and Limits

Workers' Compensation	Part I:	Statutory State Requirements
Employers' Liability	Part II:	Bodily Injury by Accident: \$1,000,000 Each Accident Bodily Injury by Disease: \$1,000,000 Each Employee Bodily Injury by Disease: \$1,000,000 Policy Limit
States Covered:		MD, PA,
Estimated Payroll:		\$12,622,100
Included Risk Control Hours:		100

Experience Modifications: NCCI: 1.82 | PA: .826

	Pre-Funded Deductible
Commission:	Net
Estimated Standard Premium:	\$ 800,197
Estimated Premium Discount:	-\$ 84,821
Estimated Deductible Credit	-\$ 428,855
Estimated Total Deductible Premium	\$ 286,521
Terrorism:	\$ 2,161
Catastrophe	\$ 1,010
Expense Constant:	\$ 180
Total Estimated Deposit Premium:	\$ 289,872
State Assessments and Surcharges:	\$ 365
Total Including Surcharges	\$ 290,237

SCHEDULE OF CASH PAYMENTS: PREFUNDED DEDUCTIBLE (Direct Bill 10 Equal)

	Premium	Cash Collateral Fund	Claims Services Fund	Total
1st Installment	\$ 28,987.20	\$ 72,000	\$22,680	\$ 123,667.20
PA Assessment	\$ 365.00	N/A	N/A	\$ 365
Total 1 st Installment	\$ 29,352.20	\$ 72,000	\$22,680	\$ 124,032.20
Nine Remaining Monthly Installments	\$ 29,987.20 (Each Installment)	\$ 72,000 (Each Installment)	\$ 0	\$ 101,987.20 (Total Each Installment)
Total Annual Deposits	\$ 290,237	\$ 720,000	\$22,680	\$ 1,032,917

*Estimated state assessments/surcharges are payable in addition to premium and are subject to change and/or adjustment.

Forms and endorsements per expiring with any updated editions and mandatory state forms.

The following endorsements are not applicable to workers' compensation:

- Knowledge of Occurrence
- Broad Form All States
- Notice of Occurrence
- Unintentional E&O
- Broad Form Named Insured

WORKERS' COMPENSATION – PRE-FUNDED LARGE DEDUCTIBLE PROGRAM

In a Pre-funded Large Deductible Program the insured assumes a portion of its own risk in the form of a per occurrence deductible. Insureds are protected from catastrophic losses by a policy aggregate loss limitation. The insurance carrier issues a workers' compensation policy and provides full claims, legal, and loss prevention services, while also providing statutory (or policy limits) coverage in excess of the insured's deductible and aggregate under the Large Deductible Program.

Claim payments are made by the insurance carrier and are reimbursed by the insured--this is a statutory requirement in all states. Rather than provide a Letter of Credit, or another type of secured collateral, the insured provides cash to establish a Cash Collateral Fund for the expected claim payments. Reimbursements to PMA are paid by the Cash Collateral Fund. Investment income on the Cash Collateral Fund is given as an up-front reduction of deductible premium.

Program Factors

- The **deductible limit** is **\$350,000** per each occurrence and inclusive of Allocated Loss Adjustment Expense (ALAE). (See Section 6 for additional information.)
- **Estimated payroll** at inception of the policy is **\$12,622,100**.
- The **deductible premium**, **\$286,521** is calculated based on a rate to payroll of **2.270** per \$100 of payroll. The deductible premium set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.
- The **aggregate limit**, **\$1,800,000**, is calculated based on a rate to payroll of **14.261** per \$100 of payroll. The aggregate limit set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.

Medical Cost Containment Expense

There is a **20%** charge applied to any savings which we obtain resulting from medical bill repricing and bill audit activity. See Additional Information section of this proposal for full details

Deductible Reimbursement and Security Agreement and Calculations

A Deductible Reimbursement and Security Agreement will be executed by PMA and Mayor And City Council Of Cumberland, Maryland that will specify the terms and conditions of the Deductible Program. It will set forth the terms and conditions of the Cash Collateral Fund and other security requirements. The insured must sign and return the Deductible Reimbursement and Security Agreement no later than **forty-five (45)** days following policy inception.

Security

Cash Collateral Fund: PMA shall establish an initial Cash Collateral Fund of **\$720,000** payable in ten monthly installments. Paid Losses, ALAE, and Loss Based Assessments (LBA) up to your deductible limit and aggregate will be deducted from this fund monthly to satisfy your obligations. After **twenty four (24)** months, and annually thereafter, the Cash Collateral Fund will be adjusted by PMA based on the following formula:

Cash Collateral Fund

$(\text{Incurred Losses} + \text{Allocated Loss Adjustment Expense} + \text{Loss Based Assessments}) \times \text{the Loss Development Factor}$

Loss Development Factors (LDF)

The following schedule of LDFs will be applied to the calculation of the required Cash Collateral Fund. Incurred and paid losses will be limited to the insured's deductible and aggregate limits in the calculation of the Cash Collateral Fund.

Adjustment #	Months After Policy Inception	Loss Development Factor
1	24	1.40
2	36	1.25
3	48	1.15
4	60	1.10

Not less than **twelve (12)** months after the final adjustment, and annually thereafter, a collateral review will be completed by PMA to determine the required Cash Collateral Fund amount and the fund will be adjusted accordingly.

CLAIMS SERVICE FUND

We estimate your Claims Service Fund to be **\$22,680**. The Claims Service Fund will be adjusted once at **twenty four**) months after inception of the policy based on the actual number and type of claims reported to PMA. The fees to be used are shown:

Type of Claim	Estimated Number	Fee	Total
Record Only	27	\$ 40	\$ 1,080
Medical Only	24	\$ 150	\$ 3,600
Lost-time	16	\$ 1,125	\$ 18,000
Total			\$ 22,680

Surcharges and Assessments

Certain states impose surcharges and assessments payable in addition to premium. These surcharges and assessments are based on a number of factors, including written premium, total compensation payments, and/or paid losses. Your quote includes estimated surcharges and assessments for those states where you currently have operations. The estimated amount of surcharges and assessments will be adjusted by PMA based on the results of your audit.

If, during a policy year, you begin operations in a state that has surcharges or assessments, upon completion of the audit, we will bill you for same.

If, during a policy year, a state in which you have operations enacts a new or modified surcharge or assessment, upon completion of the audit, we will bill you for same.

If a state in which you have operations retro-actively enacts a surcharge or assessment effective for the policy period in which we provided insurance, upon completion of the audit, we will bill you for same.

A list of the current expected state surcharges and assessments, which are subject to change retroactively, will be provided to you for review upon request.

Assessments are billed through our monthly billing system (AMPS) for Large Deductible and included in the Tax Multiplier for Retro/Retention.

.

File Attachments for Item:

. Order 26,848 - accepting the proposal from Local Government Insurance Trust (LGIT) in the total estimated amount of \$302,932 to provide FY22 insurance coverage for Property Insurance, General Liability, Excess Liability, Police Legal Liability, Auto, and Boiler and Machinery coverage

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

ORDER NO. 26,848

DATE: August 4, 2021

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

THAT, the proposal from Local Government Insurance Trust (LGIT) be and is hereby accepted to provide insurance coverages as follows for the period of July 1, 2021, through July 1, 2022, in the following estimated costs:

Property	\$ 166,871.00
General Liability	17,915.00
Police Legal Liability	32,741.00
Auto	83,667.00
Excess Liability above \$1M Primary	4,091.00
Boiler and Machinery	0.00
Primary Rate Stabilization Credit	<u>(2,353.00)</u>
Total	\$ 302,932.00

Mayor Raymond M. Morriss



7225 Parkway Drive, Hanover, MD 21076 • www.lgit.org
TEL 443.561.1700 • MD 800.673.8231 • FAX 443.561.1701

BILL TO: City of Cumberland
Ms. Marjorie Woodring
Assistant City Manager
57 North Liberty St.
Cumberland, MD 21501

REMIT TO: Local Govt. Insurance Trust
7225 Parkway Drive
Hanover MD 21076

INVOICE DATE: 7/1/2021
INVOICE #: 120100

DUE DATE: 7/31/2021
CUSTOMER #: 232500

ISSUE DATE OF COVERAGE: 7/1/2021

EXP. DATE OF COVERAGE: 7/1/2022

*****FY2022 INVOICE*****

DESCRIPTION	CHARGES
Property	166,871.00
General Liability	17,915.00
Police Legal Liability (Claims Made Basis)	32,741.00
Auto	83,667.00
Excess Liability above \$1M Primary Liability	4,091.00
Boiler and Machinery	0.00
Subtotal:	\$305,285.00
Less FY22 Credits:	
Primary Rate Stabilization Credit	(2,353.00)
Total:	\$302,932.00

The following discounts have already been applied to this invoice:

Longevity discount amount applied to primary liability products	5,686
Membership discount amount applied to primary liability products	5,669
Body Worn Camera discount applied to Police Legal Liability product	0
Command Level Officer Training discount applied to Police Legal Liability product	668
Boiler and Machinery discount amount applied with a \$10,000 deductible	6,470
Property Fund discount applied to property and flood products	8,582
Excess Liability discount amount applied for free 1st \$1 million layer	3,393

Total: **30,468**

**AN ELECTRONIC VERSION OF THIS INVOICE INCLUDING SUPPORTING DOCUMENTS
IS AVAILABLE FROM DOCUMENTS IN THE MEMBER PORTAL**

File Attachments for Item:

. Order 26,849 - authorizing that upon the completion of construction activities in the public right-of-way of Cecelia Street, traffic flow on Cecelia Street shall be changed from one-way traffic to two-way traffic from Maryland Avenue to Park Street, and parking shall only be allowed on one side of the street

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

ORDER NO. 26,849

DATE: August 4, 2021

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

THAT, upon the completion of construction activities in the public right-of-way of Cecelia Street, traffic flow on Cecelia Street will be changed from one-way traffic to two-way traffic from Maryland Avenue to Park Street, and parking shall only be allowed on one side of the street.

Mayor Raymond M. Morriss

File Attachments for Item:

. Order 26,850 - authorizing the forgiveness of nine (9) loans established through the City's COVID-19 Forgivable Small Business Loan Program in the total amount of \$50,000

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

ORDER NO. 26,850

DATE: August 4, 2021

WHEREAS, the Mayor and City Council of Cumberland established a forgivable loan program to support small businesses who were negatively impacted by the COVID-19 pandemic; and

WHEREAS, the Mayor and City Council of Cumberland utilized CARES Act funding to make these forgivable loans; and

WHEREAS, the Mayor and City Council of Cumberland wish to declare forgiveness of these loans in consideration of the COVID-19 economic hardships suffered or continuing to be suffered by these recipients;

IT IS, THEREFORE, ORDERED, that the following loans established through the City's COVID-19 Forgivable Small Business Loan Program be and are hereby forgiven:

CITY OF CUMBERLAND COVID-19 SMALL BUSINESS LOAN PROGRAM

Business	Amount Issued to be Forgiven:	Date Issued:
1 Faye Cole DBA: Baltimore Street Collectibles and Glass	\$ 5,000.00	6/18/2020
2 Coaches Entertainment Enterprises, LLC DBA: Mezzos	\$ 7,500.00	5/29/2020
3 Cartridges Galore Video Games LLC	\$ 5,000.00	6/4/2020
4 Hot Mess LLC DBA Hot Mess Hair Parlor	\$ 5,000.00	6/4/2020
5 Sherry A. Ruby DBA: Auntie's Herb Shop	\$ 5,000.00	6/4/2020
6 Brenda L Buckley Collins dba Buckley's 24 Hour Towing	\$ 5,000.00	6/4/2020
7 Nancy C. Lepley dba Lepley's Dance and Tanning	\$ 5,000.00	6/4/2020
8 Lamont Cockrell DBA: Bridges Barber & Beauty LLC	\$ 5,000.00	7/17/2020
9 Allcity Hospitality Cumberland LLC DBA Ramada	\$ 7,500.00	8/20/2020
Total:	\$ 50,000.00	

Mayor Raymond M. Morriss

Council Agenda Summary

Meeting Date: July 20, 2021

Key Staff Contact: Ken Tressler and Mark Gandolfi

Item Title:

Forgive the forgivable COVID-19 Small Business Loans

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

In response to COVID-19, the Mayor and City Council of Cumberland established a \$106,000 forgivable loan program to support small businesses negatively impacted by the COVID-19 pandemic. A total of \$50,000 in forgivable loans were made to nine businesses located within City limits. CARES Act funding was received and utilized to make these forgivable loans. It is recommended to declare forgiveness of these loans in consideration of the COVID-19 economic hardships suffered or continuing to be suffered by these recipients.

CITY OF CUMBERLAND COVID-19 SMALL BUSINESS LOAN PROGRAM

Business	Amount Issued to be Forgiven:	Date Issued:
1 Faye Cole DBA: Baltimore Street Collectibles and Glass	\$ 5,000.00	6/18/2020
2 Coaches Entertainment Enterprises, LLC DBA: Mezzos	\$ 7,500.00	5/29/2020
3 Cartridges Galore Video Games LLC	\$ 5,000.00	6/4/2020
4 Hot Mess LLC DBA Hot Mess Hair Parlor	\$ 5,000.00	6/4/2020
5 Sherry A. Ruby DBA: Auntie's Herb Shop	\$ 5,000.00	6/4/2020
6 Brenda L Buckley Collins dba Buckley's 24 Hour Towing	\$ 5,000.00	6/4/2020
7 Nancy C. Lepley dba Lepley's Dance and Tanning	\$ 5,000.00	6/4/2020
8 Lamont Cockrell DBA: Bridges Barber & Beauty LLC	\$ 5,000.00	7/17/2020
9 Allcity Hospitality Cumberland LLC DBA Ramada	\$ 7,500.00	8/20/2020
Total:	\$ 50,000.00	

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 26,851 - authorizing execution of a Collective Bargaining Agreement with the International Association of Firefighters (IAFF) Local #1715, to be effective July 1, 2021, through June 30, 2024, with the option to renew for one (1) additional year

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

ORDER NO. 26,851

DATE: August 4, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the International Association of Firefighters (IAFF) Local #1715, to be effective July 1, 2021, through June 30, 2024; and

BE IT FURTHER ORDERED, that this Agreement shall automatically renew for one (1) additional year if either party has not provided proper notification of termination of the Agreement within 120 days prior to June 30, 2020.

Mayor Raymond M. Morriss



IAFF

LOCAL #1715

Collective Bargaining Agreement with

The

**MAYOR AND
CITY COUNCIL
OF**

CUMBERLAND, MD

July 1, 2021 through June 30, 2024

Table of Contents

		<u>PAGE</u>
<u>PREAMBLE</u>		1
<u>Article 1</u>	<u>Purpose</u>	
	Section 1: Purpose of Agreement	1
	Section 2: Charter and Code Application	1
	Section 3: Impasse	1
<u>Article 2</u>	<u>Union Recognition and Union Security</u>	
	Section 1 (a) Recognition of Local #1715 IAFF	2
	(b) Eligible Employees, List of Members, Charter and By-Laws	2
	(c) No Lockout – No Strikes	3
	Section 2 Deduction of Union Dues	3
	Section 3 Membership	3
	Section 4 Delegates	3
	Section 5 Visitation	3
	Section 6 Bulletin Boards	3
<u>Article 3</u>	<u>Grievances and Arbitration Procedure</u>	
	Section 1 Definition of Grievance and Grievant	3
	Section 2 Grievance and Arbitration Procedure	4
	Section 3 Working Days	5
	Section 4 Early Settlement at Discretion of Union	5
	Section 5 Copies to Human Resources Officer	5
	Section 6 Time Limits – Settlements	5
	Section 7 Arbitration Costs	5
<u>Article 4</u>	<u>Union Representatives and Union Representation</u>	
	Section 1 Fire Union Representatives	6
	Section 2 Time off for Union Business	6
	Section 3 Discipline Meeting	6
<u>Article 5</u>	<u>Discrimination</u>	7
<u>Article 6</u>	<u>Seniority</u>	
	Section 1 Seniority Standing	7
	Section 2 Loss of Seniority	7
	Section 3 Seniority List	7
	Section 4 Furlough	7
	Section 5 Temporary Assignments, Certification Requirements,	

	Section 4	Canceled Reservations	14
	Section 5	Canceled Vacation	14
	Section 6	Reimbursement for Vacation upon Leaving Service	14
	Section 7	Vacation Signing Procedure	14
<u>Article 10</u>	<u>Sick Leave</u>		
	Section 1	Sick Leave Earned	16
	Section 2	Sick Leave Granted	16
	Section 3	Department Medical Certificate	16
	Section 4	Exhausted Sick Leave	17
	Section 5	Reporting Off Procedure	17
	Section 6	Payment of Unused Sick Leave upon Retirement	17
	Section 7	Sick Leave Bonus	17
<u>Article 11</u>	<u>Other Leave</u>		
	Section 1	Death In Family	18
	Section 2	Unexpected Emergency	18
	Section 3	Pallbearer	18
	Section 4	Personal Trade	18
	Section 5	Workers' Compensation	19
	Section 6	Jury Duty	19
<u>Article 12</u>	<u>Military Training Leave</u>	City Employee Handbook Governs	19
<u>Article 13</u>	<u>Military Service</u>	City Employee Handbook Governs	19
<u>Article 14</u>	<u>Leaves of Absence</u>		
	Section 1	Leave of Absence	20
	Section 2	Employment by Union	20
	Section 3	Political Office	20
	Section 4	Seniority Upon Return	20
<u>Article 15</u>	<u>Hours of Work</u>		
	Section 1	Kelly Schedule	20
	Section 2	Three Crews	21
	Section 3	Work Period	21
	Section 4	Kelly Day Selection	21
	Section 5	"Shift", "Day" Definitions	21
	Section 6	Early Relief	21
<u>Article 16</u>	<u>Overtime</u>		
	Section 1	Overtime	22
	Section 2	Rate of Pay	22
	Section 3	Pay for Each Hour	22
	Section 4	Personal Trade	22
	Section 5	Overtime rotated	22

	Section 6	Union Trustee Responsible	22
	Section 7	Emergency Call Out	22
<u>Article 17</u>	<u>Court Appearance</u>		23
<u>Article 18</u>	<u>Health and Welfare</u>		
	Section 1	Health Insurance	23
	Section 2	Premiums	23
	Section 3	Reimbursement for Glasses/Contact Lenses	23
	Section 4	Co-pays	24
	Section 5	Spouse Coverage	24
	Section 6	Life Insurance	24
	Section 7	Post-Retirement benefits	24
	Section 8	Prescription Drug Program	24
	Section 9	Voluntary Dental Plan	24
	Section 10	Hepatitis “B” Immunization Program	24
	Section 11	Yearly Eyeglasses/Contact Lenses Allowance	25
<u>Article 19</u>	<u>Working Conditions</u>		
	Section 1	Uniforms, Allowance	25
	Section 2	Protective Clothing	25
	Section 3	MD Class “B” Driver’s License	25
<u>Article 20</u>	<u>Training</u>		
	Section 1	Training Opportunity, Pay Rate	26
	Section 2	Course Designation	26
	Section 3	Reimbursement for Training	26
	Section 4	Advance Approval	27
	Section 5	Reimbursement When Leaving Employment	27
	Section 6	Medic Training	27
<u>Article 21</u>	<u>Travel Allowance, Personal Vehicle</u>		27
<u>Article 22</u>	<u>Salary and Wage Rages</u>		
	Section 1	Salaried Employees	28
	Section 2	Bi-Weekly Pay	28
	Section 3	Acting Pay/Extra Pay	28
	A.	Differential	28
	B.	AO Assigned to Ladder Truck	28
	C.	Acting/Extra Pay Computation	28
<u>Article 23</u>	<u>Gender</u>		29
<u>Article 24</u>	<u>Volunteers and Part-Time Firefighters</u>		
	Section 1	Training/Promotion	29

	Section 2 Eligibility to Drive	29
<u>Article 25</u>	<u>Parking</u>	29
<u>Article 26</u>	<u>Retirement -- Deferred Compensation</u>	30
<u>Article 27</u>	<u>Entirety and Modification Clause</u>	30
<u>Article 28</u>	<u>Termination</u>	30
<u>Article 29</u>	<u>Severance</u>	30
<u>Article 30</u>	<u>Labor Management Committee</u>	31
<u>Article 31</u>	<u>Layoffs</u>	31
Signature Page		32
Appendix A	Annual Salary Schedule	33

THIS IAFF LOCAL # 1715 COLLECTIVE BARGAINING AGREEMENT WITH THE MAYOR AND CITY COUNCIL OF CUMBERBERLAND, MD (“Agreement”) made and executed in duplicate this ____ day of _____, 2021 by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** a municipal corporation of the State of Maryland (*hereinafter known as “Employer”*), and **INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, LOCAL #1715** (*hereinafter referred to as “Union”*).

W I T N E S S:

WHEREAS, the Union has been designated as the exclusive bargaining agent for certain members of the Fire Department of the City of Cumberland; and

WHEREAS, the parties hereto have come to an agreement regarding the matters relative to wages, hours, working conditions and other conditions of employment set forth in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

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

ARTICLE 1
PURPOSE

SECTION 1: Purpose of Agreement: It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Employer and the Employees and to strive for good collective bargaining procedures. The Agreement establishes the relationship between Employer and the Union/Employees only with respect to the matters relative to wages, hours, working conditions and other conditions of employment that are set forth in this Agreement.

SECTION 2: Charter and Code Applications: Items not expressly contained in this Agreement will remain the sole prerogative of Employer. All terms of this Agreement will be subject to applicable provisions of the Charter and the Code of the City of Cumberland and all amendments thereto.

SECTION 3: Impasse: As defined in the Article, an impasse occurs after both parties have considered the proposals and counterproposals of the other party in good faith and despite honest and diligent efforts cannot reach agreement on the subject being negotiated, or, if no later than two weeks prior to the expiration of the present agreement, either party concludes that a successor agreement is unlikely. The following procedures will be used to resolve impasses in negotiations between the Employer and the Union:

(1) If the Employer or the Union concludes that an impasse has been reached on a proposal which has been in the negotiating process for no less than three (3) negotiating sessions, or fewer by mutual agreement, either party may refer the impasse by delivering a written statement of its position to the other party together with a written notice of intent to invoke the procedures (Notice) hereinafter set forth.

(2) Upon the issuance of the Notice, either party may notify the Federal Mediation and Conciliation Service (FMCS) of this fact, in writing, and request mediation. Copies of this notification shall be transmitted to the other party.

(3) It shall be the function of the mediator to assist both parties without taking sides. The mediator shall make no public recommendations on the negotiation issues or public statements of finding of fact in connection with the performance of his service, nor any public statements evaluating the relative merits of the positions of the parties. The mediator shall make no public, confidential or other report concerning the issues except by mutual agreement of the parties, or as required by the FMCS.

(4) Nothing in this Article will preclude either party from presenting, in the interest of reaching agreement, a proposal at any stage in the proceedings. By agreement, the parties may recall any referral at any stage in the proceedings.

(5) If mediation is unsuccessful, FMCS shall appoint a fact finder who shall conduct a hearing and make a written report and recommendation(s), written thirty (30) days after the request for mediation. A copy of the report shall be sent to the Employer and the Union.

(6) The Employer and Union agree that the current agreement will continue in effect until both parties have acted upon the report.

ARTICLE 2

UNION RECOGNITION AND UNION SECURITY

SECTION 1: Local 1715, IAFF

(a) Employer recognizes Local #1715, International Association of Firefighters, as the exclusive bargaining agent for the employees covered by this Agreement, which shall include all members of the Fire Department, full or part-time, below the rank of Captain except volunteers, the Fire Marshal and probationary employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, which members of the bargaining unit are hereinafter collectively referred to as "Employees" and individually as an "Employee."

(b) Employer agrees to furnish the Union with the titles of classifications, rates of pay and job descriptions, when available, of all eligible Employees and for any new Employee position created subsequent to the execution of this Agreement. Union agrees to provide Employer with the current copy of its Charter and Bylaws, a current membership roster, and current list of officers. The Union shall

provide the City Administrator and the Chief of the Fire Department with written notice of any change in the Union officers by email and hand delivery.

(c) It is the mutual desire of Employer and the Union to foster harmonious relations and, to this end, Employer agrees that there shall be no lockout, and the Union agrees that it will call no strikes against the Employer during the term of this Agreement.

SECTION 2: Deduction of Union Dues: Employer agrees to deduct Union dues from the pay of Employees and to provide such dues and a listing of the members to the Union.

SECTION 3: Membership: All employees eligible for membership in the Union shall have the option of becoming members of the Union.

SECTION 4: Visitation: Officers or accredited representatives of the Union shall, upon request by the Union, be admitted to the property of the Employer during working hours, at a mutually agreed upon time, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances. As a matter of courtesy, the Union shall notify the Chief of the Fire Department and the supervisor of visitations in advance of their occurrence. The Employer agrees that, during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

- (a) Post Union notices on the Employee Bulletin Board;
- (b) Attend negotiating meetings;
- (c) Transmit communications, authorized by the Union or its Officers, to the Employer and Employer's representatives;
- (d) Consult with the Chief of the Fire Department or the City Administrator, local Union officers, or other Union representatives, concerning the enforcement of any provision of this Agreement.

SECTION 5: Bulletin Boards: The Employer agrees to provide reasonable bulletin board space where notices of official Union matters may be posted by the Union.

ARTICLE 3

GRIEVANCES AND ARBITRATION PROCEDURE

SECTION 1: DEFINITION: The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement or that an Employee has been disciplined without just cause. Grievant shall be specific in citing each Section and Article of this Agreement that allegedly has been violated. The term "grievant" shall mean any Employee or group of Employees or, in the case of a grievance involving the Union's rights, the Union. The grievance and arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as a

“grievance” herein. This shall not be interpreted to preclude either party from enforcing the arbitrator’s award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of Employer.

SECTION 2: Procedure: Grievances shall be settled in the following manner:

Step 1: The Union President or the Union Trustee, on behalf of any member, with the aggrieved Employee, shall submit the grievance in writing, being specific in citing Section and Article of Agreement which has been violated and fully explaining the facts on which Grievant relies to support the grievance, within ten (10) working days after grievance occurs to the Chief of the Fire Department. If the grievance is started by the Union, the member has the right to decline the grievance at any point.

Step 2: A Union Trustee and/or the Union President and the aggrieved Employee shall discuss the grievance with the Chief of the Fire Department within ten (10) working days from the event giving rise to the grievance. The Chief shall then respond in writing within ten (10) working days from the day after the conclusion of the discussion about the grievance.

Step 3: If the grievance has not been satisfactorily resolved, the Union Trustee and/or the Union President on behalf of the aggrieved Employee shall file with the City Administrator within ten (10) working days following receipt of the Chief’s written response, a written notice of the appeal thereof, which shall fully set forth any additional facts and/or theories relied upon that were not presented in the original grievance. The City Administrator shall respond in writing to the said appeal within ten (10) working days following the discussion of the grievance at a meeting of the Chief, Grievant and Grievant’s Union representative. The City Administrator may have the City Attorney and/or someone from Human Resources attend such meeting. The City Administrator may conduct additional investigation into the matter after the hearing but before issuing his written decision. Said decision shall be mailed by First Class Mail, to the Union President at 123 E. Roberts Street, Cumberland, Maryland 21502.

Step 4: If the grievance is still unresolved after Step 3, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within ten (10) working days after transmission (or 13 days after mailing) of the response of the City Administrator, as outlined in Step 3. The Union must notify The Chief and the City Administrator in writing, of such submission and provide a copy of the documents submitted to the American Arbitration Association (“AAA”).

Such arbitration shall be conducted by the AAA pursuant to the Labor Arbitration Rules of the AAA.

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

The jurisdiction and authority of the arbitrator over the grievance and his opinion and award shall be confined to the specific provision(s) of this Agreement at issue between the Union, Employee and Employer.

SECTION 3: Working Days: “Working days,” as set forth in the grievance steps, shall be based on the City Hall working schedule.

SECTION 4: Early Settlement: At any step in this grievance procedure, the Executive Board of Union shall have the final authority in respect to any aggrieved Employee to decline to process further a grievance, complaint, difficulty or dispute if, in the judgment of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Union Executive Board.

SECTION 5: Copies to Human Resources Office: All grievances, appeals and responses, requests for review, and other matters relating to this Article shall be in writing, and copies of all such documents shall be furnished to the Employer’s Human Resources Officer.

SECTION 6: Time Limits, Settlements: Time limits imposed by the Article may be extended by mutual agreement of the parties, in writing. Any grievance not appealed or answered at any step of this grievance procedure within the number of days specified, shall be considered settled in favor of the Employee if not answered by the Employer, and settled in favor of Employer if not appealed by the aggrieved, as specified.

SECTION 7: Arbitration Costs: All costs and expenses assessed by the American Arbitration Association shall be borne, in each case, by the party who is unsuccessful in said arbitration procedure.

ARTICLE 4
UNION REPRESENTATIVES AND UNION REPRESENTATION

SECTION 1: Union Representatives:

- A. Employer recognizes the Union representatives and/or their attorney and agrees to deal with them individually or collectively, as appropriate, in matters relating to grievances and interpretation of the Agreement. There shall be no more than four (4) Union officers and six (6) Trustees.
- B. A written list of the Union representatives (*such lists to outline the area of responsibility of the representative*) shall be furnished to Employer immediately after their designation and the Union shall notify Employer promptly of any change of such Union representative(s).

SECTION 2: Time off for Union Business:

- A. Not more than six (6) Employees shall be granted time off to perform Union business as designated by the Executive Board of Local #1715.
- B. Pay will be granted for forty (40) hours for Union business. Any leave in excess of forty (40) hours will be without pay. This leave shall be taken in four (4) hour increments. A written explanation of the purpose of the time off shall be provided to the Fire Chief in order to be paid for that time.
- C. Two other Employees may be granted time off to attend Union conventions or conferences if they are current officers in the state organization of the Maryland State Professional Firefighters. Pay will be granted for two or three shifts over seven (7) consecutive calendar days, travel time included. Proof of attendance must be submitted to the Fire Chief in order to be paid for those days.
 - (a) One Union representative and Union President shall be granted reasonable time off during working hours to investigate and settle grievances upon notice in advance to, and with, the approval of their immediate supervisors.
 - (b) On-duty Union representatives responsible for negotiating the collective bargaining agreement will be granted time off to negotiate the terms of the collective bargaining agreement pursuant to the negotiating ground rules that will be agreed upon by the parties.

SECTION 3: Disciplinary Meeting: An Employee shall be entitled to Union representation, if requested by the Employee at any meeting with a representative of Employer, where the purpose of the meeting is

to reprimand the Employee and/or to impose disciplinary sanctions (as opposed to counseling) that could affect the terms and conditions of Employee's employment or lead to discharge or suspension.

ARTICLE 5 **DISCRIMINATION**

No Employee shall in any manner be discriminated against, coerced, restrained, or influenced on account of being a member or officer of Local #1715. No Employee who elected not to become a member of the Union shall in any manner be discriminated against, coerced, restrained or influenced by the Union or any member or agent of the Union on account of not being a member. The Union may not retaliate against Employees who cooperate with Employer relative to disciplinary matters concerning its members or its members' violations of the Employer's Code of Conduct.

ARTICLE 6 **SENIORITY**

SECTION 1: Seniority Standing: Seniority standing shall be granted to all Employees. The date of seniority shall be the first day of probationary employment. Said seniority date shall not be permanently assigned until after the satisfactory completion of the established probationary period. A report shall be required from the Fire Chief advising the Human Resources Office that the probationary employment of an Employee has been satisfactory, with recommendation for permanent employment approved by the City Administrator before the name of the Employee is permanently assigned to the Seniority List. Before appointment or promotion is made permanent, a probationer may be discharged or reduced without the consent of the Employee or Union.

SECTION 2: Loss of Seniority: An Employee shall lose his seniority standing upon voluntary resignation from employment. An Employee's seniority shall not be terminated because of authorized leave of absence or layoff.

SECTION 3: Seniority List: The Seniority List shall be brought up to date January 1 of each year and posted on the Employees' bulletin board; such list shall contain date of hire, classification and department. A copy of the Seniority List shall be sent by mail to the Secretary and the President of the Union.

SECTION 4: Furlough: In the case of reduction of forces or elimination of a position, departmental seniority shall govern. Layoffs shall begin with the Employees having the least seniority, by classification; provided, however, that any Employee scheduled to be laid off may, within forty-eight (48) hours of notice of layoffs, claim any position in a similar or lower salary scale which the Employee can

perform without further training within the Fire Department. Employees laid off shall be affiliated with the Employer for the period of the layoff for certification purposes. Employees who were laid off shall be recalled according to seniority in the inverse order of layoff, provided each such Employee that is recalled has maintained any certification or qualifications necessary to fulfill the position and is able to adequately and completely perform the essential functions of the job. The Employee shall return to work within ten (10) calendar days of written notice of recall, which shall be sent by certified mail to the last address of record maintained by Human Resources, or shall forfeit his seniority rights, and shall be subject to loss of job. The classifications of Employees covered by this Agreement will not change during the term of this Agreement, except upon mutual consent of the parties.

SECTION 5: Temporary Assignments, Certification Requirements, ALS Providers Promoted to Management:

(a) The Employer may make temporary assignments of Employees to positions other than those they normally perform in order to meet the requirements of the operation of the Department.

(b) Temporary driving positions will be assigned by seniority (*date of hire*). A temporary driving position becomes available when the equipment operator who regularly is assigned to the driving position is absent. Management shall have sole responsibility to maintain a list of firefighters who are trained and qualified to fill driving positions. Before any temporary driving position is filled, the ambulances must be adequately staffed. This Agreement will not preclude an otherwise qualified individual from being used in a higher classification (*i.e. Acting Officer*).

(c) Any Employee, while temporarily working in a higher classification for more than two (2) hours in any day, shall be paid in accordance with the provisions of Article 22, Section 3 concerning acting pay.

(d) Employees covered by this Agreement who acquire and maintain Maryland State Certified Emergency Medical Technician (EMT-B) and Cardiac Rescue Technician-Intermediate (CRT-I) and Emergency Medical Technician-Paramedic (EMT-P) certifications shall be compensated in accordance with the Grade and Salary Schedule attached hereto. Pay for the above certification will be used in calculating other pays (*i.e., overtime, retirement benefit, step increases, etc.*). Said pay will be on a bi-weekly basis.

(e) All Employees hired after July 1, 2010, shall be required to maintain as a condition of employment Cardiac Rescue Technician-Intermediate (CRT-I) and/or Emergency Medical Technician-Paramedic (EMT-P) certifications. All Employees in the rank of firefighter with either a CRT-I or EMT-P certification on July 1, 2010, shall be required to maintain said certification as a condition of employment. If more than fifteen (15) CRT-Is or EMT-Ps are employed by the Cumberland Fire Department, an Employee, based on seniority, shall have the ability to allow said certification to lapse. An Employee who drops his certification shall bear the costs for recertification.

(f) Employees who are eligible, but not able to be assigned to an acting position due to staffing needs in a lower position shall receive the same rate of pay as if in the higher acting position.

(g) Any ALS provider (medic) promoted to management will receive their medic pay (gross – base) in their management position provided they maintain their ALS certification.

ARTICLE 7

PROMOTIONS AND TRANSFERS

SECTION 1: Vacancies in Equipment Operator Position: Vacancies in the Position of Equipment Operator will be filled within thirty (30) days of the vacancy being created with the next senior qualified Employee willing to accept the promotion.

SECTION 2: Appointments to acting or temporary position. A promotion list will be maintained for each Union position, from which list appointments to acting or temporary positions shall be made. Acting officers shall come from the exam list in order, whenever possible. Other duty assignments may take precedence if no other qualified person is available to fill the position.

SECTION 3:

(a) **Promotion to Lieutenant:**

Appointments to permanent rank of Lieutenant will be made, within thirty (30) days of the vacancy being created, to the person otherwise eligible for appointment whom shall have placed in any of the first five (5) positions of the promotional list as calculated by the use of the formula herein provided. When two (2) appointments are made from said list, the sixth and seventh individuals shall be added to the list so as to provide five (5) names for consideration. In the event an individual on the list leaves employment of the Employer, the next person on the list will move up.

(b) **Promotional Testing for Lieutenant:**

▪ **PHASE I:**

1) **Written exam:** For promotions to Lieutenant, a written examination will be conducted for all eligible personnel, per job descriptions, who apply for said examination. Tests will be administered by the Human Resources Office. The written test will consist of operational and management questions, operational questions will be from the material used by the University of Maryland Fire and Rescue Institute Fire Officer Programs, reading material for management questions will be at the discretion of the Employer. A passing grade of 70% is required. All Employees who pass with a 70% or higher will proceed to Phase II and be given an oral interview.

2) Test Date

Tests for Lieutenant will be given during March of every odd-numbered year, unless the promotional list is exhausted. If the list is exhausted, a test will be given as soon as possible after the last promotion from the list. If less than eight (8) months remain before a regular test date, no test shall be required before the regular test date.

3) Eligibility

To sit for the Lieutenant exam, a candidate must have the following:

- a.) Five (5) years with the Cumberland Fire Department on the last day of the month in which the test is given.
- b.) Successful completion of MIFRI Fire Officer I course or meet the qualifications of the National Board on Fire Service Qualifications to be certified as Fire Officer I.
- c.) Successful completion of Pumps class prior to the application due date.

▪ PHASE II:

1) **Oral Interview:** An oral interview process involving independent evaluators will be conducted. The interview will consist of two parts and will make up 50% of the final grade. The interviewers shall be instructed to develop and ask a total of eight questions. Four questions shall relate to emergency scene tactics and response analysis. Four questions will relate to management and personnel issues. Each candidate shall be asked the same questions and be given the same amount of time to answer. Each question shall be weighted equally.

2) **Scoring:** The final score of candidates shall be calculated by averaging the written test score and the oral interview score. No passing grade shall be required for the oral interview. The interview panel shall add the score of the written test to the interview score to get a composite and determine list/ranking of candidates - promotion list will combine 50% of written test result and 50% of oral interview to form a Promotion List with the person with the overall highest composite score finishing highest as first on the list.

3) **Tie:** If a tie develops on the rankings, five (5) of the written test questions will have been predetermined and pre-disclosed as tie breakers. Tied candidates who have answered the highest number of these questions correctly achieve the higher ranking for tie breaking purposes. If a tie still exists, seniority by date of hire will be the final tie breaker.

4) **Two Year List:** The eligibility list shall remain in effect for a period of two (2) years.

(c) Composition of Oral Interview Board (Panel).

There shall be an oral interview board comprised of Four (4) people:

- One (1) appointed by the Fire Chief;

- One (1) appointed by the Local Union President;
- Two (2) appointed by the Employer's Human Resources Department.

All must be career active Fire Department personnel from outside the City of Cumberland and be equal to/or of a higher rank than the position for which they are interviewing. The Human Resources Officer /City Administrator or his designee, (but not the Fire Chief or other employee of Fire Department) shall be the fifth panel member, *ex officio*, with no vote, to aid in the interview process calculating the final rankings.

(d) **Inconsistencies:** For the purpose of this Article only, should there be any inconsistencies or ambiguities between the provision of this Agreement and the provisions of the Employer's regulations, the provisions of this Agreement shall control.

(e) **New Promotions List:** The above revised promotion system will become effective for Lieutenant Promotions that take place after the current list's expiration. The process outlined above will commence at least 45 days prior to the current list's expiration dates so as to cause no lapse in time when the Promotion Lists for Lieutenant will exist. Said new Promotion Lists shall not become effective until the above expiration dates have occurred.

(f) **Management positions.** The Fire Marshall and officers from Captain and above shall not be subject to the above specified promotional system.

(g) **Operation of "Service" Seniority.** It is understood that "service" seniority (*i.e. total length of service in the Fire Department*) shall be applicable for all promotions and that ranking will be reflected accordingly. It is further understood that this is applicable only to promotions and shall not be applicable as between persons holding the same rank nor affect their rights or responsibilities as it pertains to date of rank.

(h) **Promotional List:** The resulting Promotional List shall be prepared and made available to the parties, absent point totals.

SECTION 4: Transfers. The Employer shall make decisions regarding transfers considering the following factors. First, if there are one or more individuals volunteering to transfer to an opening, that request will be honored if the volunteer(s) meets the qualifications required for the opening and the most senior volunteer requesting the transfer shall receive it. For this purpose, open positions shall be posted for a period of ten (10) days. Second, if no volunteer is available, when choosing to make an involuntary

transfer, the Employer shall consider the grade; amount of vacation earned, and specialized training of available Employees and shall also consider whether Employees are on long term disability leave. If these considerations result in two or more equally qualified Employees, the Employer shall transfer the qualified Employee with the least seniority in grade. Notwithstanding the foregoing, the Chief retains ultimate authority and discretion to make decisions regarding transfers.

ARTICLE 8

HOLIDAYS WITH PAY

SECTION 1: Holidays: The following days shall be legal holidays and shall be used as paid vacation days in lieu of holidays:

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

In addition to the holidays listed above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

SECTION 2: Time and One-Half Days: An Employee who works on Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, or Independence Day, shall be paid at the rate of time and one-half (1-1/2) for each day worked. If the Employee is called out to work his regular leave day when he is not scheduled to work, the Employee shall be paid at a rate of double time for each day worked.

ARTICLE 9
VACATIONS

SECTION 1: Purpose: The Employer recognizes that vacations may improve the health and well-being of an Employee, which is why time off is provided.

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

When an Employee is hired in the period January 1 to June 30, he shall earn five (5) days' vacation during the first fully completed fiscal year; when an Employee is hired in the period July 1 to December 31, he shall earn vacation at the rate of ten (10) days during the first fully completed fiscal year.

- (b) **Hired Before July 1, 1996:** Employees hired prior to July 1, 1996 shall, through longevity, ultimately receive, thirty (30) days of vacation, with pay, based on the following schedule:

▪ Second Fiscal Year	10 days
▪ Third through Fourth Fiscal Year.....	15 days
▪ Fifth through Ninth Fiscal Year	20 days
▪ Tenth through Twenty-fourth Fiscal Year.....	25 days
▪ Twenty-five years and above	30 days

- (c) **Hired After July 1, 1996 but Prior to July 1, 2010:** Retroactive to the first day of probationary employment, an Employee hired after July 1, 1996, but prior to July 1, 2010, shall, through longevity, ultimately receive, twenty-five (25) days of vacation with pay, based on the following schedule.

▪ Second Fiscal Year	10 days
▪ Third through Fourth Fiscal Year.....	15 days
▪ Fifth through Ninth Fiscal Year	20 days
▪ Tenth fiscal year and above.....	25 days

- (d) **Hired After July 1, 2010:** Retroactive to the first day of probationary employment, an Employee hired after July 1, 2010, shall, through longevity, ultimately receive twenty (20) days of vacation with pay, based on the following schedule.

- Second through Fifth Fiscal Year 10 days
- Sixth through Fifteenth Fiscal Year 15 days

- Sixteenth Fiscal Year and above 20 days

SECTION 2: No Carryover Vacation: There shall be no carry-over of vacation from year to year. If vacation is not used and/or sold, it is forfeited and never accrued.

SECTION 3: Seniority Established Practices: Vacation preference shall be determined on the basis of seniority in accordance with established practices.

SECTION 4: Cancelled Reservations: Any reservation cost incurred by an Employee through rescheduling of his vacation by the Employer will be reimbursed, provided that the reservation cost is substantiated.

SECTION 5: Cancelled Vacation: Any Employee required to cancel or alter a vacation or to return to work while on vacation shall be compensated for the time actually worked at the rate of time and one-half the regular rate, and all days worked shall be re-scheduled. This Section does not apply to mutually agreed cancellation of vacation.

SECTION 6: Reimbursement upon Leaving Employment: An Employee leaving the service shall be reimbursed for all accrued vacation to which he was entitled during the current fiscal year in accordance with the vacation schedule.

SECTION 7: Signing Procedure: Employees will request vacation in accordance with the below procedure:

(a) One (1) 24-hour shift equals two (2) vacation days.

- (1) Employees with 30 vacation days – plus holidays, will request 10 shifts on the first round, 8 shifts on the second round, and the remainder on the third round.
- (2) Employees with 25 vacation days – plus holidays, will request 8 shifts on the first round, 8 shifts on the second round, and the remainder on the third round.
- (3) Employees with 20 vacation days – plus holidays, will request 8 shifts on the first round, 6 shifts on the second round, and the remainder on the third round.
- (4) Employees with 15 vacation days – plus holidays, will request 8 shifts on the first round, 4 shifts on the second round, and the remainder on the third round.
- (5) Employees with 10 vacation days – plus holidays, will request 6 shifts on the first round, 4 shifts on the second round, and the remainder on the third round.
- (6) Employees with 5 vacation days – plus holidays, will request 4 shifts on the first round, 2 shifts on the second round, and the remainder on the third round.

(b) Employees may elect to request one shift on the third round of vacation in one-half (½) shift increments (0800 to 2000 hours or 2000 to 0800 hours).

(c) Up to five (5) Employees will be allowed off in a block/shift. This number may be less provided that all Employees, as well as the Captain(s) and Battalion Chief(s), can schedule their vacations. Not more than three (3) paid Equipment Operators shall be off at one time, including Kelly Days.

(d) Employees will have the option, once during the Fiscal year to sell back to the Employer up to ten (10) vacation days and be paid, in lieu of the vacation. Requests to be paid for these vacation days must be submitted to the Fire Chief no less than twenty-eight (28) days prior to payment. The Employee must provide to the Employer, by December 1st of the current Fiscal Year, the number of days such Employee elects to sell back. Two (2) shifts may be held after January 1, but must be used, scheduled, or submitted for payment by April 1st. Sellback days shall be paid for by the Employer at the Employee's straight time rate. Employees who have left employment with the Fire Department will be removed from the vacation calendar and any days that become open may be signed on a seniority basis, providing the signer has held vacation days to sign.

(1) Withheld Days shall be signed up on a first-come, first-served basis upon completion of the "Request for Held Vacation Leave Form" and submission to the on-duty Deputy Chief, not less than two (2) hours prior to the start of the shift that said vacation days shall be taken. All procedures outlined above as to the number of Employees and classification allowed off at any time shall be followed

(2) Withheld vacation days may be taken in full or half shifts increments.

(3) Employees on Sick Leave, Worker's Compensation, Worker's Compensation Modified Light Duty, Bereavement Leave, scheduled Vacation, and Kelly Days will be a factor in the signing up to use withheld vacation. If this puts the number of Employees off from work above the total allowed off, the Employee will not be allowed to sign the withheld day. However, if Employee(s) reports off on Sick Leave after vacation days have been signed up, it will not affect the vacation days.

(f) Employees who are working a Worker's Compensation Modified Light Duty Assignment and have scheduled vacation, shall take the vacation within the scheduled week. If the Employee has one shift scheduled, the Employee shall take two (2) consecutive vacation days from his/her Modified Light Duty Assignment. If, due to a Workers' Compensation injury, the Employee needs additional days for a scheduled vacation or previously planned trip or etc., the Employee may use days from his/her future scheduled or withheld days.

(g) An employee will **not** be permitted to shift (re-sign) his/her approved vacation days/holidays, with the exception listed in Article 9, Section 7 (h), because he/she is off on workers' compensation. An employee off on workers' compensation will use his/her signed vacation and holidays.

(h) An Employee on workers' compensation will be permitted to shift (re-sign) his/her approved vacation **only** if the vacation plans were cancelled due to the injury/illness and the Employee provides proof that the reservations were cancelled, wherein the Employee will be able to sign the vacation days in one of the following manners:

1. Sign the vacation on any open date
2. If no open dates are available, the Employee will put in a written request to sell the days back to the Employer at straight time pay.

ARTICLE 10

SICK LEAVE

SECTION 1: Sick Leave Earned: Sick leave shall be earned at the rate of one and one-quarter (1-1/4) days per month for each month of employment and shall be cumulative in an unlimited amount. Earned sick leave shall be credited to the Employee's personnel record each month.

SECTION 2: Sick Leave Granted: Sick leave shall be granted to Employees when they are incapacitated by illness, injury or for medical treatment. An Employee shall be able to use sick leave in third-shift (8 hour) increments. Reporting on must be done 2 hours prior to returning. Employees who are off sick on scheduled vacation and/or holiday days will be charged vacation and/or holiday days.

SECTION 3: Department Medical Certificate:

- (a) A medical certificate signed by the treating physician or health care provider shall be required for sick leave in excess of one (1) shift, and for each sick leave absence in excess of two (2) occurrences per fiscal year. An occurrence shall consist of one shift or any portion of a shift thereof when sick leave is used. Beginning with the third occurrence The Employee will not be paid for the absence and the Employee's pay shall reflect the loss of payment should the medical certificate not be submitted. Sick leave absences covered by medical certifications shall count as occurrences.
- (b) If the Employee submits a sufficient medical certificate signed by the treating physician or health care provider, Employer may not request further information. However, Employer may contact the health care provider for the purpose of clarification or authentication of the medical certificate, after giving the Employee time to cure any deficiencies. "Authentication" means

providing the health care provider with a copy of the medical certificate and requesting verification that the information contained in the form was completed and/or authorized by the health care provider who signed the document; no additional information may be requested. "Clarification" means contacting the health care provider to understand the handwriting on the form or to understand the meaning of a response. All contact with the health care provider shall be performed by someone other than Employee's direct supervisor.

SECTION 4: Exhausted Sick Leave: In the case of an extended illness where an Employee has exhausted his/her accumulated sick leave, all unused vacation time must be taken. At the end of this time, if the Employee is still away from the job because of illness, injury or for medical exam or treatment, a request for leave of absence due to illness may be made, at least, fourteen (14) days prior to the last date of Employee paid benefits. The City Administrator may grant an unpaid leave of absence for a period not to exceed one (1) year.

SECTION 5: Reporting Off Procedure: In order to receive paid sick leave, an Employee must notify the designated person in charge at least forty-five (45) minutes prior to reporting time.

SECTION 6: Unused Sick Leave on Retirement: In addition, Employees shall be entitled to receive payment of up to, but not to exceed eighty-six (86) days of unused sick leave accumulated to the Employee's credit at the time of retirement from Employer.

SECTION 7: Sick Leave Bonus: For each quarter an Employee does not utilize sick leave, worker's compensation, or emergency leave, he/she shall be entitled to one day's pay as a bonus. Employees who do not utilize sick leave, worker's compensation, or emergency leave, during the course of a fiscal year shall be entitled to an additional day's pay as a bonus. Bonuses under this section shall be paid within 45 days after the bonus period.

Employees working modified duty (light duty) are ineligible for any sick leave bonus.

ARTICLE 11

OTHER LEAVE

SECTION 1: DEATH IN FAMILY: All Employees shall be entitled to leave because of death in the family, with pay, beginning with the first day of permanent employment. There shall be no accumulation of such leave. Two (2) shifts shall be granted in the death of spouse, child, stepchild, grandchild or parent of the Employee, brother, sister, mother-in-law, father-in-law, grandparent, legal guardian, half-brothers and half-sisters and stepparent, stepbrothers, stepsisters, and step-grandparents. One (1) shift shall be granted in the event of the death of a spouse's grandparent. Said shifts shall be taken at time of death and funeral services or when funeral services are conducted beyond the usual normal time following death.

SECTION 2: Unexpected Emergency:

- (a) In addition, the Employee shall be entitled to leave in the event of an unexpected emergency arising within his/her family (*as defined in Section 1*), which said leave shall not exceed three (3) shifts in any one (1) fiscal year.
- (b) When requesting emergency leave, sufficient details of the emergency and what family member(s) is/are affected must be given. When taken, emergency leave shall be paid back, hour for hour, on day(s) mutually agreed upon by the Employee and the Employer. Day(s) should be selected within two (2) weeks of the emergency.
- (c) The Employer may request proof of the emergence (medical notes, receipts, etc.), if proof is possible, as a condition to the Employee being paid for the emergency leave.

SECTION 3: Pallbearer: An Employee shall be granted time off not to exceed two (2) one-half days for the purpose of acting as a pallbearer. Documentation will be provided by Employee. Additional time may be granted at the discretion of the Fire Chief in extenuating circumstances.

SECTION 4: Personal Trade: With approval, each Employee may be permitted leave with pay for any hours, day, or days on which he is able to procure another Employee to work in his place, provided:

- (a) Such substitute need not be in the same classification, but must be qualified to perform the tasks and to assume the responsibility of the position;
- (b) Neither the Department nor the Employer is held responsible for the enforcement of any agreement made between Employees, nor shall any additional cost be incurred by the Employer as a result thereof. The hours worked by an Employee who is substituting for another Employee under the provisions of this section shall not be added to the calculation of the hours for which a substituting

Employee would otherwise be entitled to overtime compensation pursuant to Article 16 of this Agreement (stated alternatively, each substituting party will be credited with having worked during their regularly scheduled shift/day, not during the shift/day on which they substituted). A decision to substitute is made freely and without coercion, direct or implied, by the Employees who participate in the substitution.

(c) Subsection (a) may be waived, providing the efficiency of the Fire Department is not impaired and providing the Officer in charge agrees to substitution.

(d) Personal trades can be approved at any time, provided that there are adequate personnel on duty and that said crew supervisor has approved the trade.

SECTION 5: WORKERS' COMPENSATION: Employees who sustain injuries while on duty in the employ of Employer shall be entitled to receive supplemental weekly pay in addition to the legally required temporary total disability payments during their period of temporary total disability to the extent such supplemental pay is provided for in the Employer's Workers' Compensation Policy.

SECTION 6: Jury Duty: Recognizing it is the obligation of every citizen to serve as a Juror when called up to do so, an Employee called for Jury service or subpoenaed as a witness will be granted leave with full pay.

ARTICLE 12

MILITARY TRAINING LEAVE

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

ARTICLE 13

MILITARY SERVICE

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

ARTICLE 14

LEAVES OF ABSENCE

SECTION 1: LEAVE OF ABSENCE: The City Administrator may, upon application in writing by an Employee, grant a leave of absence without pay, for a period not to exceed one (1) year, for the reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering Employee's education or training.

SECTION 2: Employment by Union: Notwithstanding other provisions of the Agreement, any Employee elected or appointed as an employee of the Union shall be granted a leave of absence, without pay, for the term of the election or appointment to his office or any extension thereof.

SECTION 3: Political Office: Leave of absence without pay shall be granted to Employee appointed to or elected to political office, or appointed to or elected to a Union position outside of Local #1715.

SECTION 4: Seniority Upon Return: Seniority shall accumulate during all leaves of absence granted under the provision of this Agreement. Employees shall be returned to the position they held at the time the leave of absence was requested.

ARTICLE 15

HOURS OF WORK

SECTION 1: KELLY SCHEDULE: The work week for Employees who regularly perform firefighting shall be in accordance with the Kelly-Day Schedule in which an Employee is required to work a 24-hour shift, immediately followed by a 48-hour period in which an Employee is not schedule to work. After working six (6) 24-hour shifts, in each case followed by a 48-hour period in which the Employee is not scheduled to work, the Employee under the Kelly-Day Schedule shall not be scheduled to work the seventh shift, which shall be known as a "Kelly Day." Following the completion of the sixth shift, use of the Kelly-Day Schedule shall result in five consecutive 24-hour days off before an Employee again is regularly scheduled to work.

If the employee is off on sick leave, emergency leave, workers' compensation leave, holiday leave, vacation leave or any other type of leave, the Employee will not have earned a Kelly Day. In order to be eligible for a Kelly Day, an Employee must be physically present and working at least one (1) hour during the six (6) 24-hour shifts preceding the Kelly Day. If a Kelly Day has not been earned, an Employee must work the Kelly Day or take a sick or vacation day.

SECTION 2: THREE CREWS: Employees working under the Kelly-Day Schedule shall be divided into three crews, known as “Crew A,” “Crew B” and “Crew C,” to accommodate the Kelly-Day Schedule. Each crew shall work a three-day rotation where crew members work one 24-hour shift followed by a 48 period in which no member of the crew is regularly scheduled to work.

SECTION 3: Work Period: The work period under the Kelly-Day Schedule shall be twenty-seven (27) days.

SECTION 4: KELLY DAY SELECTION: Within each crew, Kelly Days will be selected by Employees according to seniority; provided, however, that for Employees on the same shift: (1), no more than two paramedics can choose the same Kelly Days. For each Fiscal Year, the Kelly day selected by each bargaining unit member will be effective through the end of each Fiscal Year. The parties agree to enter into negotiations to limit the number of paramedics on vacation at any given time, if the Kelly Day selection of paramedics causes the accrual of an unreasonable amount of overtime, as determined by the Chief.

SECTION 5: Shift, Day Definitions: For purposes of this Agreement, a “shift” as defined in Section 1 of this Article consists of a twenty-four (24) hour period. A “day” shall consist of one-half (½) of a shift, or twelve (12) hours. A “half-day” shall consist of six (6) hours. A shift currently runs from 8:00 am on the first day through to 7:59 am on the following day and will not be changed except by mutual agreement of the parties.

SECTION 6: Early Relief: A crew member may be relieved from duty any time after 0715 hours when the replacement crew member coming on duty is present and ready for duty. A replacement crew member will report to the on-duty Supervisor that such crew member is ready for duty. Each crew member agrees that he/she is compensated for working a shift regardless of when he/she actually starts working and when he/she actually is relieved from duty between 0715 and 0800.

ARTICLE 16

OVERTIME

SECTION 1: Overtime: An Employee shall be paid an overtime rate of pay whenever the Employee works any part of a shift for which the Employee is not regularly scheduled to work. For purposes of this section the phrase “regularly scheduled to work” means the work schedule assigned to an Employee under the Kelly-Day Schedule described in Article 15 of this Agreement. No overtime will be accrued by or paid to firefighters as a result of a substitution made pursuant to Article 11, Section 4 of this Agreement. See Section 4 below.

SECTION 2: Rate of Pay: The overtime rate of pay shall be one and one-half times the Employee’s hourly rate of pay. Pursuant to Article 24, Section 1 Employees are salaried employees of the Employer and therefore do not have an hourly rate of pay. For the limited purpose of this Article, the hourly rate of pay is determined by dividing an Employee’s annual salary by 2,496, which is the average number of hours an Employee is scheduled to work in a year under the Kelly-Day Schedule as described in Article 15. For example, if an Employee’s annual salary is \$41,600, the hourly rate of pay equals \$16.66/hour ($\$41,600 \div 2,496$). The overtime rate of pay equals \$24.99/hour ($\16.66×1.5).

SECTION 3: Each Hour: For each hour worked, or fraction of an hour worked, during a shift for which an Employee is not regularly scheduled to work, the overtime rate of pay provided in Section 2 of this Article shall be paid.

SECTION 4: PERSONAL TRADE: The hours worked by an Employee who is substituting for another Employee under the provisions of Article 11, Section 4 of this Agreement shall be excluded in the calculation of the hours for which a substituting Employee would otherwise be entitled to overtime compensation pursuant to this Article.

SECTION 5: Overtime Rotated: All Union position overtime work shall be rotated among Employees listed on a rotating list which shall be maintained by the Union and follow the Unions overtime call out procedure for order of call out.

SECTION 6: Union Trustee Responsible: Union Trustee will be responsible for obtaining an Employee(s) to fill position requested by Officer in Charge, or Employee(s) on duty will be held over to fill manpower requirements.

SECTION 7: Emergency Call Out: Personnel reporting on emergency call out who arrive within thirty minutes of the call out and are not utilized shall be paid one hour of overtime.

ARTICLE 17
COURT APPEARANCE

An Employee will be compensated at the rate of time and one-half for time spent in court appearances related to his/her Fire Department duties when Employee is off duty.

ARTICLE 18
HEALTH AND WELFARE

SECTION 1: Health Insurance: All Employees shall enjoy equal opportunity to participate in the health insurance program maintained by the Employer for other employees on the same terms and conditions as such insurance is made available to such of the Employer's employees.

SECTION 2: Premiums: Effective May 1, 2018, all employees' health insurance premiums are as follows:

Insurance Premium		
	City Percentage	IAFF Percentage
	High Option	
Individual	80.0%	20.0%
2 Party	80.0%	20.0%
Family	80.0%	20.0%
	Low Option	
Individual	90.0%	10.0%
2 Party	90.0%	10.0%
Family	90.0%	10.0%

SECTION 3: REIMBURSEMENT FOR GLASSES, CONTACT LENSES: If, in the course of performing his or her duties, an Employee's glasses or contact lenses are broken, damaged, or lost, the Employee shall immediately report this fact to his supervisor and the Employee will be reimbursed for an additional pair. In the event the Employee is eligible for or receives reimbursement from the party causing damage to the glasses or contacts, any money so received will be refunded to the Employer up to the amount specified herein.

SECTION 4: Co-Pays: The Employer shall continue the current Medical and Hospital Insurance coverage co-pays amounts for the primary doctor's and specialist's co-pay as currently offered or the next lowest/comparable co-pays amounts available, if the current amounts are no longer available.

SECTION 5: Spouse Coverage: The spouse of a deceased or retired Employee may continue on the Employer's Group Hospitalization Insurance Program at his/her expense until the spouse's 65th birthday. The intent of this provision is to allow for insurance coverage for the spouse in the event of death of the Employee prior to eligibility for Medicare coverage, and any subsequent changes in Medicare eligibility dates (*i.e. an increase or decrease in the eligibility age*) shall amend the maximum age for the insurance coverage set forth above.

SECTION 6: Life Insurance: The Employer further agrees to provide life insurance coverage in an amount of not less than Ten Thousand Dollars (\$10,000.00) for each Employee.

SECTION 7: POST RETIREMENT BENEFITS: Retired Employees under the age of sixty-five (65) will be provided the opportunity to continue participation in the Medical and Hospital Insurance Coverage paying the same percentage of the premium as an individual member would be paying if retired from the City by October 1, 2003. The additional cost for either a 2-party or family plan will be paid by the retiree. If the Employee retires after October 1, 2003, the Employer shall contribute a monthly total of \$255.64 to the individual's premium with the cost difference between the 2-party and family plan being paid by the individual. The \$255.64 base shall increase by the cost-of-living percentage provided in Article 22 of this Agreement.

SECTION 8: Prescription Drug Program: Employer further agrees to provide any prescription drug program coverage provided to other City employees to Employees on the same terms and conditions as such benefit is provided to other City employees. The Employer shall continue the current prescription drug program benefits amounts or the next lowest/comparable prescription program available from the carrier, if the current program is no longer available.

SECTION 9: Voluntary Dental Plan: The Employer agrees to provide a payroll deduction and forms processing for a voluntary dental plan, with 100% of the premium to be paid by enrolled personnel.

SECTION 10: Hepatitis "B" Immunization Program: A Hepatitis "B" voluntary immunization program will be instituted, with the Employer purchasing the serum at no cost to the Employee and helping the Employees with injection arrangements.

SECTION 11: YEARLY GLASSES/CONTACT LENSES ALLOWANCE: The Employer will pay up to Two Hundred Dollars (\$200.00) for eye glasses or contact lenses if glasses or contact lenses are needed by that Employee in the performance of his or her duties. The Employee shall be eligible for this benefit no more than once per fiscal year.

ARTICLE 19 **WORKING CONDITIONS**

SECTION 1: UNIFORMS, ALLOWANCE: If any Employee is required to wear uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished without cost to the Employee by the Employer. Each employee will have a \$400 uniform budget for each fiscal year.

SECTION 2: PROTECTIVE CLOTHING: Employer shall furnish equipment, clothing and supplies for the protection of the Employee in the exercise of his duties under the most hazardous conditions. Such equipment, clothing and supplies shall be of high quality for the job, as determined by Employer after consultation with suppliers of these items. Turnout equipment shall be cleaned and maintained as necessary at the expense of Employer by means sufficient to comply with the methods described in NFPA consensus standards, but in any event it shall be cleaned at least once each fiscal year. Any Personal Protective Equipment issued by Employer and listed as Personal Protective Equipment in the Fire Department's Rules and Regulations that has been determined to be unsafe by the Fire Chief (or his/her designee) shall be replaced at no cost to Employee as long as such equipment was not used for personal purposes by Employee. The Union Safety Committee may offer recommendations.

Employer acknowledges that new Employees require more uniforms than normal and that work shoes shall be supplied as needed.

Employees may purchase any Department approved shoes/boots out of each year's uniform allowance.

SECTION 3: Driver's License: That those Employees holding or, subsequent to July 1, 1982, obtaining the Maryland Class "B" Driver's License (or the Pennsylvania or West Virginia equivalent thereof) where said license is necessary for the performance of the duties of the position of said Employee with the Fire Department, Employer shall pay any fee charged by the applicable state for the issuance and/or renewal of said license provided, however, that Employer shall not be liable for any fee charged for the replacement of a lost, stolen, or otherwise missing license or for any fee, penalty, or assessment incurred and unpaid by Employee which has resulted in a hold being placed on the license renewal.

ARTICLE 20

TRAINING

SECTION 1: TRAINING OPPORTUNITY, PAY RATE: An Employee shall be compensated for training only if the Chief has approved of the training in writing prior to the Employee's participation in the training. No additional compensation for mileage or meals shall be provided for training that occurs in Allegany County. No additional compensation for training that occurs during the regularly scheduled shift shall be provided. Training that is required to maintain a required certification and/or that is approved by the Chief shall be compensated as follows: An Employee's salary covers instructional training that occurs during the regularly scheduled shift. Time spent in the classroom or that otherwise involves direct instruction during other than a regularly scheduled shift shall be compensated on an hourly basis as follows: $(\text{Annual salary} \div 2,496 \text{ hours}) \times \text{No. of Hours (and fraction thereof) spent in classroom/instruction.}$

SECTION 2: Course Designation: That on a regular basis, and not less than semi-annually, the Employer shall designate certain courses, seminars, etc., which it deems to be directly job related, and where the completion of said courses or attendance of said seminars would be of benefit to the Employer and the Employee by providing for further training in the field of firefighting.

SECTION 3: Reimbursement for Training: That for those courses, seminars, etc., designated by the Employer, the Employer hereby agrees that it shall reimburse any Employee completing said course or seminar, the fee charged by the giver of said course of seminar, upon presentment by the Employee to the Employer, a certificate or suitable document verifying or confirming the completion of said course or seminar; providing, however, that no reimbursement will be made where the Employer determines that insufficient funds are available to pay for said reimbursement. The determination of availability shall be in the sole and absolute discretion of the Employer. The Employer further agrees to pay for and reimburse those courses which the Employer is unable to provide but which are required for the Employee to maintain certification as a nationally registered Paramedic, CRT-I or EMT-B.

SECTION 4: Advance Approval: That an Employee desiring to attend a course or seminar which he deems to meet the criteria as set forth above, and which has not been previously designated by the Employer as one for which reimbursement would be eligible, shall have the right to seek an opinion from the Employer in advance as to whether or not that particular course or seminar would be eligible for reimbursement.

SECTION 5: Reimbursement When Leaving Employment: Employees requesting to take courses or classes, other than CRT, EMT-I, or Paramedic that are not mandatory agree that they will pay back the City any expenses (training pay, tuition, fees, and books) that the City has incurred if the Employee chooses to leave employment with the City or if the City terminates the Employee for disciplinary reasons within 2 years of taking the class.

SECTION 6: Medic Training:

- a. The City agrees to allow Employees off from their regularly scheduled work to attend approved, required classes to become a certified EMT-P (paramedic). The City will pay for tuition, books and fees. The City will also reward the Employee a \$1,000 bonus on the anniversary date of the Employee's Maryland EMT-P certification for a period (see b & c below), provided that the Employee is still employed by, and on active duty for the City of Cumberland Fire Department and that the Employee maintains his/he EMT-P certification. This bonus will be paid in lieu of training pay mentioned in Article 22, Section 1.
- b. The City will reward an Employee the \$1,000.00 bonus for a period of three (3) years for the Employee who bridges from Cardiac Rescue Technician (CRT) to EMT-P. Notwithstanding the foregoing, if CRT Lloyd Hartman and/or CRT Hunter McCrobie bridge from CRT to EMT-P, the one(s) who bridge will be paid the \$1,000.00 bonus for a period of five (5) years.
- c. The City will reward an Employee the \$1,000.00 bonus for a period of five (5) years for the Employee who attends four (4) semesters of classes, going from EMT to EMT-P.

ARTICLE 21

TRAVEL ALLOWANCE-PERSONAL VEHICLE

Employees shall be reimbursed for use of their personal automobile at the current rate established by the Internal Revenue Service.

ARTICLE 22
SALARY AND WAGE RATES

SECTION 1: SALARIED EMPLOYEES: Employees are salaried employees of Employer. Effective the date of the entry of the Mayor and City Council's Order approving this agreement, Employees shall be paid such annual salaries as are set forth in the Grade & Salary Scale attached as Appendix A. Payment of the annual salary shall be full and complete compensation for all the hours an Employee is regularly scheduled to work in a 12-month period under the Kelly-Day Schedule described in Article 15 of this Agreement. For FY22, Employees shall receive a cost-of-living adjustment of 2%. Effective FY23, employees shall receive a cost-of-living adjustment of 2%. Effective FY24, Employees shall receive the same cost-of-living adjustment as management employees.

SECTION 2: Bi-Weekly Pay: Employer shall pay Employees their annual salary in 26± bi-weekly payments with the amount of each payment, before any payment adjustments are made for employee benefits, acting pay, overtime pay and other similar deductions and additions, equal to 1/26 of an Employee's annual salary.

Compensation for meals, overtime, training, and acting in a temporary position as provided by Section 3 of this Article shall be paid promptly and, whenever possible, in the next pay following the performance of such activities. The biweekly pay shall be delivered at the same time that Employees in other City departments receive their biweekly pay.

Section 3: Acting/Extra Pay: The acting/extra pay differentials associated with the higher pay grades which shall be paid according to the increases as follow:

<u>A. ACTING/EXTRA POSITION</u>	<u>DIFFERENTIAL</u>
EQUIPMENT OPERATOR	\$.65
LIEUTENANT	\$.75
CAPTAIN	\$.85
AMBULANCE (1 ST AND 2 ND LINE)	\$.75

- B.** When an acting officer is needed as the officer on the ladder truck, he/she will receive acting captain pay.
- C.** Pursuant to Section 1 of Article 24 of this Agreement, Employees are salaried employees of the Employer and therefore do not have an hourly rate of pay. For the limited purpose of this Article, Employees who accept temporary assignments to positions with higher pay grades than the pay grades of their regularly assigned

positions shall be paid for each hour worked or fraction of an hour worked in the higher pay grades in accordance with the following formula: (no. of hrs. worked at higher pay grade) x (Employee's annual salary/2080 + pay differential) x 2/3. Such additional pay shall be known as "acting pay" or "extra pay". The acting/extra pay differentials associated with the higher pay grades which shall be paid under the provisions of this section are those provided in Article 6, Section 5 of this Agreement. By way of example, if an equipment operator's annual salary is \$41,921.00 and he works 12 hours in a temporary assignment as a lieutenant, he shall be paid acting pay as follows: $12\text{hrs.} \times (\$41,921.00/2080 + \$0.75) \times 2/3 = \$168.07$.

ARTICLE 23

GENDER

Whenever a gender is used in this Agreement, it shall be interpreted to mean all genders.

ARTICLE 24

VOLUNTEERS AND PART-TIME FIREFIGHTERS

SECTION 1: TRAINING/PROMOTION: Volunteers (not including mutual aid responders) must be trained to Maryland Firefighter II and First Responder within one (1) year of beginning work with the Fire Department. Part-time employees must be trained to Maryland Firefighter II and EMT within one (1) of the commencement of employment. Volunteers and part-time employees cannot be promoted to career officer positions. Volunteers will not have command authority over career personnel.

SECTION 2: ELIGIBILITY TO DRIVE: Volunteers and part-time employees cannot drive Fire Department apparatus (i) except for trips originating from stations manned wholly by volunteers and/or part-time employees or (ii) where no full-time employees at the station where the trip is originating are available or willing to drive.

ARTICLE 25

PARKING

During work shifts, Employees shall be provided parking for a vehicle on the Employer-owned lot at the corner of Bedford and Centre Streets, adjacent to the Public Safety Building or on the next closest Employer-owned lot, for which there shall be at no charge to Employee.

ARTICLE 26
RETIREMENT - DEFERRED COMPENSATION

Employer is a member of the Maryland State Retirement System and this membership will continue and the retirement systems available will continue for Employees. Employees shall be provided the same opportunity to participate in retirement options and benefits as are generally available to other non-union City employees under the same terms and conditions as are applicable to such employees.

ARTICLE 27
ENTIRETY AND MODIFICATION CLAUSE

Employer and Union agree that the terms and provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. This Agreement may be modified only by a written Addendum properly executed by the Parties herein.

Article 28
Termination

This Agreement shall become effective on July 1, 2017 and remain in full force and effect until June 30, 2020. This Agreement shall be automatically renewed for one additional year (though June 30, 2021) if either Party has not provided notification of termination of this Agreement within 120 days prior to June 30, 2020. Notice of termination by email and either hand delivery or certified mail shall be provided to at least two of the Union Officers as designated pursuant to Article 2 Section 2 of this Agreement. The Union shall provide notice by email and either hand delivery or certified mail to the Chief of the Fire Department, the City Administrator and the Mayor. This Agreement shall not be subject to renewal beyond the one-year renewal term provided for herein.

ARTICLE 29
SEVERANCE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such provision shall be treated as having been severed from this Agreement and the remainder of the Agreement shall remain in force and effect.

ARTICLE 30
LABOR MANAGEMENT COMMITTEE

The parties agree to the formulation of an LMC (Labor Management Committee) in order to enhance their relationship and to develop a harmonious atmosphere in which both parties desire. The LMC will meet on a quarterly basis and consist of equal members of both labor and management. Agenda items will be developed by mutual consent. Issues normally addressed under Article 3 will not become agenda items unless by mutual agreement by the City Administrator, Fire Chief, and Union President.

ARTICLE 31
LAYOFFS

In the absence of fiscal necessity, any reductions that may occur would be through attrition of the Employees. In the case of fiscal necessity, Employees will be treated consistently with other full-time employees of the Employer with respect to layoffs.

IN WITNESS WHEREOF, the parties acknowledge that this Agreement is their act and that they have executed it on the day and year first above written:

MAYOR AND CITY COUNCIL OF CUMBERLAND

RAYMOND M. MORRIS
Mayor

ATTEST:

MARJORIE A. WOODRING
City Clerk

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
AFL-CIO, LOCAL #1715**

KENNETH MCKENZIE
President

ATTEST:

CODY PEARCE
Secretary

APPENDIX A

July 1, 2021—2%

<u>Rank</u>	Step							
	1	3	5	7	10	15	20	25
LT/EMT-P	52,957	54,309	55,640	57,034	58,469	61,381	64,438	67,683
LT/CRT-I	52,499	53,810	55,162	56,534	57,949	60,840	63,898	67,080
LT/EMT	46,446	47,632	48,818	50,024	51,272	53,830	56,534	59,363
EO/EMT-P	45,157	46,322	47,424	48,630	49,858	52,333	54,933	57,699
EO/CRT-I	44,762	45,885	47,029	48,235	49,400	51,875	54,475	57,200
EO/EMT	39,603	40,602	41,621	42,661	43,763	45,906	48,194	50,627
FF/EMT-P	41,704	42,744	43,805	44,907	46,030	48,318	50,752	53,290
FF/CRT-I	41,330	42,370	43,472	44,491	45,635	47,902	50,294	52,624
FF/EMT	36,525	37,502	38,438	39,395	40,373	42,390	44,512	46,738

July 1, 2022—2%

<u>Rank</u>	Step							
	1	3	5	7	10	15	20	25
LT/EMT-P	54,018	55,411	56,763	58,178	59,654	62,629	65,728	69,056
LT/CRT-I	53,560	54,891	56,285	57,678	59,114	62,067	65,187	68,432
LT/EMT	47,382	48,589	49,795	51,043	52,312	54,912	57,678	60,570
EO/EMT-P	46,072	47,258	48,381	49,608	50,856	53,394	56,035	58,864
EO/CRT-I	45,677	46,821	47,986	49,213	50,398	52,915	55,578	58,344
EO/EMT	40,414	41,434	42,474	43,534	44,658	46,842	49,171	51,646
FF/EMT-P	42,557	43,618	44,699	45,822	46,966	49,296	51,771	54,371
FF/CRT-I	42,162	43,222	44,346	45,386	46,550	48,880	51,314	53,685
FF/EMT	37,274	38,272	39,208	40,186	41,184	43,243	45,406	47,674

File Attachments for Item:

. Order 26,852 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not-to-exceed \$45,180

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

ORDER NO. 26,852

DATE: August 04, 2021

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

THAT the City Comptroller be and is hereby authorized to make payment to the following community groups in an amount not to exceed Forty-Five Thousand, One Hundred Eighty Dollars and No Cents (\$ 45,180.00):

ACIT	\$1,140 .00
Allegany Allied Arts	1,860.00
Allegany Arts Council	2,420.00
Allegany County Historical Society	3,000.00
Allegany County Museum	5,200.00
BW Girls' Invitational Tournament	2,240.00
Canal Place (CPPDA)	4,200.00
Cumberland Historic Cemetery Organization	2,480.00
Cumberland Marbles Championship	2,700.00
Cumberland Theatre	3,340.00
Embassy Theatre	3,260.00
Mountain Maryland Trails	4,800.00
Mountainside Baroque	1,160.00
Robotics Team	2,600.00
Schoolhouse Quilters Guild, Inc	580.00
Tri-State Concert Association	2,020.00
Women's Civic Club of Cumberland	2,180.00
TOTAL	<u>\$ 45,180.00</u>

And, Be it Further Ordered, that said contributions are to be funded from the hotel/motel tax receipts.

Raymond M. Morris, Mayor

File Attachments for Item:

. Order 26,853 - correcting the address identification for the assignment of a tax sale certificate previously approved by Order No. 26,853 from 501 Regina Avenue to 502 Regina Avenue

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

ORDER NO. 26,853

DATE: August 4, 2021

WHEREAS, Order No. 26,818, passed June 15, 2021, provides for the assignment of the tax sale certificate for 501 Regina Avenue, Cumberland, MD 21502 to the City in exchange for the payment of Seven Thousand, One Hundred Sixty-Five Dollars (\$7,165) to the holder of the tax sale certificate; and

WHEREAS, the correct address for the subject property is 502 Regina Avenue, Cumberland, MD 21502;

NOW, THEREFORE, IT IS ORDERED, by the Mayor and City Council of Cumberland, Maryland,

THAT, Order No. 26,818 is amended to correct the address of the property which is the subject of its terms from 501 Regina Avenue to 502 Regina Avenue.

Mayor Raymond M. Morriss

File Attachments for Item:

. Order 26,854 - authorizing execution of a Contract with Allegany College of Maryland (ACM), effective August 3, 2021 - November 30, 2021, acknowledging that ACM will receive the total amount of the Community Parks and Playground Award of \$98,000 for the development of two community outdoor sand volleyball courts at ACM and outlining term and conditions pertaining to the construction of the project and payment of project invoices

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

ORDER NO. 26,854

DATE: August 4, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Contract by and between the Mayor and City Council of Cumberland and Allegany College of Maryland (ACM), to be effective August 3, 2021 - November 30, 2021, acknowledging that ACM will receive the total amount of the Community Parks and Playground funding award of Ninety Eight Thousand Dollars (\$98,000) for the development of two community outdoor sand volleyball courts at ACM and outlining certain terms and conditions pertaining to, but not limited to, the construction of the project and payment of project invoices.

Mayor Raymond M. Morriss



MAYOR AND CITY COUNCIL OF CUMBERLAND

SPECIFICATIONS

AND

CONTRACT

**Community Parks and Playgrounds (CPP): Allegany
College of Maryland Outdoor Volleyball Courts (CPP
#7270-1-451, MD20210511-0370)**

THIS CONTRACT (“Contract”) is made and executed in duplicate this _____ day of _____, 2021, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (hereinafter referred to as the “City”), party of the first part, and **Allegany College of Maryland.**, a Maryland corporation(hereinafter referred to as the “Contractor”), party of the second part.

WITNESSETH:

WHEREAS, the Contractor requested that the City assist it in its efforts to obtain financial assistance to develop two professional grade community outdoor sand volleyball courts (the development of the volleyball courts being referred to hereinafter as the “Project”);

WHEREAS, the land and improvements thereon are owned by the Contractor;

WHEREAS, the Contractor agreed to make the Project available to the public;

WHEREAS, the City submitted an application to the Maryland Community Parks and Playground Program (the “Program”) on behalf of the Contractor for the purpose of obtaining funding for the performance of the Project; and

WHEREAS, on May 18, 2021 the City passed Order No. 26,793, authorizing the execution of a Joint Use Agreement and a separate order the acceptance of funds totaling \$98,000.00 from the Program.

NOW, THEREFORE; in consideration of the stipulations and conditions hereinafter set forth, it is mutually covenanted and agreed by and between the parties hereto that the Contractor will receive a total sum funded by a Community Parks and Playgrounds award not to exceed Ninety-Eight Thousand Dollars (\$98,000.00) for the Project (the said funding being referred to hereinafter as the “Grant”), in accordance with the following terms, conditions and specifications:

A. Subcontracts Parties to the Contract

The City and the Contractor are the only parties to this Contract. No third parties shall have any rights or benefits by virtue of its terms and execution.

The Contractor must identify and describe completely the role of each subcontractor that may be used in performing the work described in the proposals (“Proposals”), i.e. the scope of the work for the Project, as described in the application for the Grant to the Maryland Department of Natural Resources (DNR), as approved by and subject to any modifications and conditions required by the State Clearinghouse Review (described in detail in this document). The City must approve the selection and credentials of any subcontractors.

B. Contract Term

The following contract term period shall be in effect:

Allegany College of Maryland Outdoor Volleyball Courts Project

Contract Period: , August 3, 2021 – November 30, 2021

C. Compensation and Method of Payment

Subject to the following, Contractor shall be paid a fixed sum in the amount of the Grant funding for the performance of the work described in this Contract. Payments will be made in installments as invoices for payment are presented. Payment of any portion of the compensation provided for herein is contingent upon the City's approval of both the quantity and quality of work described in the invoices. Payments shall be rendered no more frequently than once monthly. The final payment of all withheld monies shall be made to the Contractor upon the completion of the work described in the Proposals and the City's approval of the quantity and quality of said work.

Work under the terms of this Contract shall not begin and funds shall not be disbursed until the Clearinghouse Review process is complete and the Maryland Board of Public Works has approved the Grant. To the extent that comments are made, the scope of work shall be amended accordingly and no other terms of this Contract shall be amended. In the event the negotiations are unsuccessful, the Contractor shall have the option of declaring this Contract null and void.

Each invoice shall be accompanied by (i) a statement describing the work for which compensation is sought, (ii) a description of the work performed, (iii) a statement of which components of the scope of work, as described in the Proposals, have been completed at the site, (iv) subcontractor invoices, (v) copies of documentation showing that subcontractor have been paid for the work they performed, (vi) if the Project has not been completed, a statement estimating the percentage of the work on the Project which has been completed, and (vii) photographs of the work performed, showing the work that has been completed as well as that which has been commenced but not completed. The City will conduct an inspection to verify that the work described in the invoice has been completed, that the quality of the work is consistent with its description as set forth in the documentation describing the scope of the work to be performed, and that the work had been performed in a good and workmanlike manner. Any inspection described herein will take place within one week of the City's receipt of an invoice, provided that all submitted documentation is complete.

The Contractor may elect to have the City remit payments directly to subcontractors. If the Contractor chooses this option, each invoice must be accompanied by a statement to confirm that the Contractor is satisfied with the subcontractor's work and that the Contractor authorizes payment to be made directly to the subcontractor. If the subcontractor's invoice is not submitted at the same time the Contractor submits its invoice, then it shall be subject to the same requirements for the Contractor's invoices as are set forth in the preceding paragraph. A subcontractor will not be eligible for direct

payment from the City unless and until it has an active vendor account in the City of Cumberland's Financial system or must register to become a new vendor by accessing the required forms on the City of Cumberland's website at <http://www.cumberlandmd.gov/373/New-Vendor-Information-Form>.

Invoices shall be mailed, hand-delivered or e-mailed to:

Mayor and City Council
57 North Liberty Street
Cumberland, MD 21502
attn: Kathy McKenney, Historic Planner/Preservation Coordinator
kathy.mckenney@cumberlandmd.gov

D. Scope of Contract

It is anticipated that the work to be performed and the services to be provided by the Contractor will consist of the items described in the original Community Parks and Playgrounds Program Application and Project Agreement, along with the contingencies provided by the Maryland Department of Natural Resources as part of the Clearinghouse review comments from the Maryland Department of the Environment.

E. Indemnification

The Contractor shall indemnify and hold the City harmless from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data or records pertaining in any way to the Contract by the contractor and its employees. Further, the Contractor shall indemnify and hold the City harmless for any liabilities, claims, damages, suits or causes of action arising from, as a result of or as an incident to Contractor's performance or failure to perform under the terms of this Contract. The indemnification provisions provided for herein shall include, but not be limited to, payment of the City's reasonable attorneys' fees.

F. Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, creed, age, marital status, sex, sexual orientation, gender identity, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including, but not limited to, discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

G. Records, Reports and Inspections

- (1) The Contractor shall maintain accurate financial and management records, in a form acceptable to the City, of all transactions relating to the receipt and expenditure of the Grant funds and administration of the Project. The Contractor shall make these records, and its administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to the City upon request. The Contractor shall retain said records for five (5) years after the hereinafter set forth Completion Date. During the term of this Contract, the City may monitor the Project and it shall have the right to inspect the Project during daylight hours to ensure that the work is being undertaken in accordance with the terms of this Contract and in a good and workmanlike manner. These inspections are in addition to those described in Section C hereinbefore.
- (2) In addition to the requirements set forth above, the Contractor shall provide the City with such additional records, reports, and other documentation as may be required by the City.

H. Default and Remedies

- (1) A default shall consist of the breach by the Contractor of any of the terms, covenants, agreements, or certifications in this Contract, including, but not limited to, the expenditure of Grant funds for any use other than those described herein.
- (2) Upon the occurrence of any default, the City shall have the following remedies which may be pursued jointly or severally, concurrently and consecutively, on one occasion or from time-to-time:
 - (a) The City shall have the right to terminate this Contract by written notice to the Contractor. Except as otherwise provided for hereinafter, the Contractor shall have thirty (30) days from the date of the City's notice to cure the default. After the conclusion of this thirty (30) day period, if the Contractor has not cured or meaningfully commenced curing the default to the satisfaction of the City, the City, in its sole discretion, may immediately terminate this Contract.
 - (b) Notwithstanding the foregoing, the City shall have the right to terminate this Contract immediately without providing the Contractor with the opportunity to cure the default in the event Grant funds distributed to the Contractor are used for any unauthorized purpose.

- (c) The City may pursue any and all rights and remedies available to it, at law or in equity, including, but not limited to, money damages and/or specific enforcement of the terms of this Contract.
 - (d) The Contractor shall be liable for the City's reasonable attorneys' fees, experts' fees, court costs and litigation expenses which arise from or are incurred as a result of or as an incident to a breach in the terms of this Contract.
- (3) In the event of the termination of this Contract by the City, no later than fifteen (15) days from the termination date, the Contractor shall submit one (1) final invoice for compensation. The Contractor shall not be compensated for any work which has not been completed, any work item which remains as work in progress as of the date of termination, or for the work described in the final invoice if it has not been submitted in a timely manner and in accordance with the invoicing requirement described hereinbefore. The Contractor shall not be paid for any subsequent invoices or for any work performed subsequent to the termination date. The Contractor shall forfeit its rights to any of the undisbursed Grant funds; and it shall reimburse the City for all work described in paid invoices which has not been performed, which has been performed in a manner inconsistent with the specifications for the Project, and work which has not been performed in a good and workmanlike manner. The Contractor shall reimburse the City for the foregoing no later than thirty (30) days from the demand therefore. In the event the City institutes litigation to collect the amount it is owed, the Contractor shall be liable for the City's costs of collection, including City's reasonable attorneys' fees, experts' fees, court costs and litigation expenses.
- (4) The terms of this Section H and the City's rights and remedies described elsewhere in this Contract shall survive the termination of this Contract.

I. Conflicts of Interest

Except for approved eligible costs, none of the Contractor's assignees, agents, members, officers, employees, consultants, or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, that is part of the Project at any time during or after such person's tenure.

J. Nondiscrimination and Drug and Alcohol-Free Workplace: Fair Practices Certification

- (1) The Contractor may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person based on race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, gender identity or age in any aspect of its projects, programs, or activities.
- (2) The Contractor shall comply with applicable federal, state, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 - a. Titles VI and VII of the Civil Rights Act of 1964;
 - b. Title VIII of the Civil Rights Act of 1968, as amended;
 - c. The Americans with Disabilities Act of 1990;
 - d. Article 49B of the Annotated Code of Maryland, as amended; and
 - e. The DHCD's Minority Enterprise Program, as amended.
- (3) The Contractor shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug and alcohol-free workplace and any regulations promulgated thereunder.

K. Environmental Certification and Indemnification: Lead Paint

- (1) The Contractor represents, warrants, and covenants that: (i) to its knowledge, there are no Hazardous Materials located in, on or under the Project site, (ii) it will not cause or allow any hazardous materials to be placed in, on or under the Project site, (iii) it will comply with all requirements imposed by any governmental authority with respect to Hazardous Materials, (iv) it will comply with all requirements imposed by any governmental authority with respect to Hazardous Materials, and (v) that to its knowledge, the Project site is in compliance with all applicable federal and state environmental laws and regulations.
- (2) The Contractor covenants that it shall comply with all federal, state, and local laws and requirements concerning the treatment and removal of lead paint from the Project site.
- (3) If the Contractor breaches its obligations, representations, warranties stated above in this Section K, or if the presence of Hazardous Material on, in or under the Project site caused or permitted by the Contractor, its employees, representatives or subcontractors result in contamination of the Project site, or if contamination of the Project site or surrounding area by hazardous material otherwise occurs for which the Contractor is legally liable to the City for damage resulting therefrom, then the Contractor shall

indemnify, defend and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term of this Contract as result of such contamination. This indemnification of the City by the Contractor includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup. Remedial removal or restoration work required by any federal state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on, under or about the Leased Premises.

- (4) For purposes of this Section K, “Hazardous Materials” shall include (i) petroleum and petroleum products and by-products (ii) asbestos and asbestos-containing materials; (iii) any hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or in any regulations promulgated pursuant thereto, or in any other applicable aw, and (iv) any substances or materials designated as hazardous material under local, state or federal laws or regulations.

L. Non-Sectarian Certifications

- (1) The Contractor certifies that no part of the Grant funds, no part of the Project, and no part of the Project site, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction or any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- (2) The Contractor certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

M. Insurance

- (1) The Contractor shall ensure that the Contractor maintains property and commercial general liability insurance on buildings and other improvements on the property throughout the duration of the Project at the Owner’s expense. Additionally, if the property is determined to be in a 100-year flood plain, as designated by the United States Department of

Housing and Urban Development, the Contractor shall maintain a flood plain insurance policy.

- (2) The Contractor and all of its subcontractors are required to provide insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the forms and amounts required or applicable by the City.

Prior to the commencement of work, the Contractor shall submit to the City a Certificate of Insurance as proof that it and/or applicable subcontractors carry the following insurance:

- a. Comprehensive General Public Liability and Property Damage Insurance in the amounts of at least one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate for any occurrence;
- b. Workers' compensation in the statutory amounts;
- c. Automobile liability of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate for any occurrence; and
- d. Blanket crime and 3rd party liability – ten thousand dollars (\$10,000.00).

Such insurance shall be kept in full force and effect until all work has been satisfactorily completed and accepted. There will be no special payment for said insurance.

- (3) The insurance policies shall:
- a. Be provided by a company that is reputable and authorized to transact business in the State of Maryland;
 - b. Be in force before the disbursement of Grant funds;
 - c. Name the City as an additional insured;
 - d. Provide for notification to the City for the maximum number of days permitted under the policies before termination, expiration or non-renewal; and
 - e. Contain terms and coverage satisfactory to the City.

N. Notices

All notices, reimbursement and other requests, approvals, and consents of any kind made pursuant to this Contract shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, hand-delivered or e-mailed as follows:

- (1) If to the City:

City of Cumberland
Department of Community Development
Attn: Kathy McKenney, Historic Planner/Preservation Coordinator
57 North Liberty Street
Cumberland, MD 21502
301-759-6431/240-609-8092
kathy.mckenney@cumberlandmd.gov

- (2) If to the Contractor:

David Jones
Vice President of Advancement and
Community Relations/Executive Director
Of the ACM Foundation
12401 Willowbrook Road SE
Allegany College of Maryland
Cumberland, MD 21502
301-784-5200
djones@allegany.edu

O. Amendment

This Contract, or any part hereof, may be amended from time to time only by a written instrument executed by the City and the Contractor.

P. Assignment

This Contract may not be assigned without prior written approval of the City. The City may deny any requested assignment for any reason or no reason at all.

Q. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to its subject matter.

R. Governing Law

This Contract shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland. It shall be enforced and any litigation arising from, as an incident to or as a result of the terms of this Contract shall be instituted and maintained solely in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County. The parties hereto waive any right to claim that such courts constitute inconvenient forums or that said courts lack jurisdiction.

S. Waiver of Maryland's Public Information Act

The City and/or the intend to make available to the public certain information regarding the Project, the Contractor, any subcontractors or other parties engaged by the Contractor. In addition, the City and the DHCD are required to disclose information about the Project to State of Maryland officials and staff, local government officials and staff, and others. Such information which may be disclosed to any of the foregoing, including the public, may include the name of the Contractor, the name location, owners, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of Grant funds; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the participants. This information may be confidential under Maryland Public Information Act (Title 4 of the General Provisions Article of the Annotated Code of Maryland).

T. Contractor's Responsibilities

In addition to those set forth elsewhere in this Contract, the Contractor will have the following duties and responsibilities:

- (1) The Contractor shall prepare a final total cost estimate for the scope of work for the Project, as described in the Proposals. This estimate is to include all construction costs, labor, materials, permit fees, and legal fees that are associated with the Project and will be provided to the City.
- (2) The total amount of available funding for the overall the Project is \$98,000. The City will not be responsible for payment of any additional costs exceeding this amount. Said Grant funding was awarded pursuant to a Community Parks and Playgrounds grant from the Maryland Department of Natural Resources. Repayment of any or all of these funds is not required unless the Contractor defaults in the terms of this Contract. To the extent Project costs exceed the amount of the Grant, the Contractor shall be responsible for funding those costs and no amounts in excess thereof shall be provided to the Contractor or the DNR.
- (3) The Contractor must obtain all applicable permits prior to the commencement of any work.

- (4) Documentation regarding the planned undertaking will be provided to the City of Cumberland's Department of Community Development for approval and for verification that the Maryland Board of Public Works has approved the project prior to the commencement of any work. There were no contingencies shown as part of the Clearinghouse review of the project, shown in Attachment B.
- (5) Once all approvals have been received, work may begin. It may not commence earlier under any circumstance.
- (6) Allowable expenses for reimbursement requests include the costs associated with the expenses that are detailed in the Community Parks and Playgrounds Project Application and Agreement (Attachment A)
- (7) All work must be completed and the final disbursement payment must be made by November 30, 2021.

IN WITNESS WHEREOF, the parties to this Contract have caused it to be executed the day and year first-above written.

WITNESS/ATTEST

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____
Raymond M. Morris,
Mayor

**ALLEGANY COLLEGE
OF MARYLAND**

By: _____
Dr. Cynthia S. Bambara
President

Attachment A

Maryland Department of Natural Resources Community Parks and Playgrounds (CP&P) Program

Community Parks and Playgrounds Application and Project Agreement

CPP PROJECT # **7270-1-451**

(DNR Use Only)

1. PROJECT INFORMATION: Please fill out all sections of the form completely unless otherwise indicated.

PARK NAME Allegany College of Maryland ~~Community Athletic Complex~~

PROJECT NAME ~~Allegany College of Maryland~~ Outdoor Volleyball Court Facility

2. APPLICANT: Mayor and City Council of Cumberland / Allegany

(Municipality or Baltimore City)

(Specify County)

3. APPLICANT'S FEDERAL ID #: 52-6000786 **LAST CP&P GRANT ISSUED ON THIS SITE #** 2015

4. PROJECT LOCATION: Please identify all applicable parcels.

Street Address: 12401 Willowbrook Road

City/Town Cumberland County Allegany Zip Code 21502

County Tax Map 26 Grid 12 Parcel 35 Lot Z-7

Tax Account ID (From SDAT) 52-0846757 Legislative District 1C

PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public

5. Works for approval. Please explain the proposed project and be specific. Why is it being done and how does it relate to local recreation needs? Is it a new development or does it build upon an existing facility? Provide all of the information that you feel is necessary to explain and justify the project and to convince the approving agencies that it is a worthwhile project. Attach a separate sheet, if necessary.

Allegany College of Maryland wishes to serve as the location for the development of two community outdoor sand volleyball courts. These courts will not only serve as a resource for the College, but also for the entire local and regional community. These facilities will be used by individuals, families, volleyball enthusiasts, schools, clubs, middle and high school sports teams and other local organizations as a form of outdoor recreation in a safe, beautiful and welcoming community environment. The project would result in the construction of two professional grade outdoor sand volleyball courts that would be used for general outdoor recreation, local league play, community use, future tournaments, instructional clinics, as well as team practices on the ACM campus. This project would benefit the community by providing a state-of-the-art facility for local residents, and would serve as a means for generating economic stimulation in the area through promoting sports tourism. This project would not only serve the local community, but would attract individuals from across the state to enjoy another wonderful outdoor attraction in Allegany County, Maryland.

6. PROJECT FUNDING:

CP&P FUNDS REQUESTED: \$ 98,000.00 100 %

LOCAL FUNDS: \$ _____ %

OTHER FUNDS: \$ _____ % (Specify Source/Type) Allegany College of Maryland

TOTAL PROJECT COST: \$ 98000.00 100 %

7. PROJECT PERIOD: From: 5/5/2021 Date of Letter of Acknowledgement (DNR Use Only)

To: November 2021 Estimated Date of Completion (Must be filled in by Applicant)

8. LOCAL PROJECT COORDINATOR:

Kathy McKenney	Historic Planner/Preservation Coordinator	Community Development	City of Cumberland
(Print Name)	(Title)	(Department)	(Organization)
57 North Liberty Street		Cumberland	MD 21502
(Mailing Address)		(City)	(State) (Zip)
301-759-6431	240-609-8092	kathy.mckenney@cumberlandmd.gov	
(Phone Number)	(Mobile Number)	(Email Address)	

9. ITEMIZED DETAILED COST ESTIMATE: Round to the nearest dollar.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED COST
1.	Community Parks and Playgrounds Acknowledgement Sign Sample text: "A Maryland Department of Natural Resources, Community Parks and Playgrounds Program assisted project"	\$50.00
2.	Construction of Courts/Equipment and Materials	\$97,950.00
TOTAL DEVELOPMENT COSTS:		

10. LOCAL GOVERNMENT AUTHORIZATION:

Community Parks and Playgrounds projects are to be administered in accordance with the Program Open Space (POS) Grants Manual. As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the POS Grants Manual and I agree to perform all work in accordance with the Manual, POS Laws and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

	Jeffrey D. Rhodes	City Administrator	8/21/20
(Signature)	(Print Name)	(Print Title)	(Date)

PROGRAM ADMINISTRATIVE REVIEW: (DNR Use Only)

11. ON-SITE INSPECTION	DATE	BY
12. DEPARTMENT OF NATURAL RESOURCES APPROVAL:		
(Signature)	(BPM Approval Date)	(Agenda Item No.)

Attachment B

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor



Robert S. McCord, Secretary
Sandy Schroder, Deputy Secretary

Maryland DEPARTMENT OF PLANNING

May 13, 2021

Mr. John Braskey
Program Administrator, Land Acquisition and Planning
Maryland Department of Natural Resources
Taves State Office Building
580 Taylor Avenue
Annapolis, MD 21401

STATE CLEARINGHOUSE REVIEW PROCESS

State Application Identifier: MD20210511-0370

Project Description: Community Parks and Playgrounds (CPP): Allegany College of Maryland Outdoor Volleyball Court Facility (CPP #7270-1451, Cumberland/Allegany County)

Project Address: 12401 Willowbrook Road, Cumberland, MD 21502

Project Location: Allegany County - City of Cumberland

Clearinghouse Contact: Sophia Richardson

Dear Mr. Braskey:

Thank you for submitting your project for intergovernmental review. Participation in the Maryland Intergovernmental Review and Coordination (MIRC) process helps ensure project consistency with plans, programs, and objectives of State agencies and local governments.

Notice of your application is being provided to State and local public officials through the Intergovernmental Monitor, which is a database of projects received by the State Clearinghouse for Intergovernmental Assistance. This information may be viewed at <http://apps.planning.maryland.gov/emircpublic/>. The project has been assigned a unique State Application Identifier that should be used on all documents and correspondence.

A "Project Status Form" has been enclosed and should be completed and returned after you receive notice that your project was approved or not approved.

All MIRC requirements have been met in accordance with Code of Maryland Regulations (COMAR 34.02.01.04-.06) and this concludes the review process for the above referenced project. If you need assistance or have questions, contact the State Clearinghouse staff noted above at 410-767-4490 or through e-mail at sophia.richardson@maryland.gov. Thank you for your cooperation with the MIRC process.

Sincerely,

Myra Barnes, Lead Clearinghouse Coordinator

MB:SR

Enclosure(s)

cc: Roy Cool

Krista Sweitzer

Ashaki Binta

Beth Cole

21-0570_NMLNEW.docx

Maryland Department of Planning • 301 West Preston Street, Suite 1101 • Baltimore • Maryland • 21201

Tel: 410.767.4500 • Toll Free: 1.877.767.6272 • TTY users: Maryland Relay • Planning.Maryland.gov