



Mayor and City Council of Cumberland

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

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

AGENDA

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

DATE: July 16, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Presentation of a Certificate of Recognition to the family of William Harris, II for his service to the Public Works department as the first African American foreman
2. Presentation of awards given in recognition of employee career milestone

Director's Reports

(A) Administrative Services

- [1.](#) Administrative Services Monthly Report for June 2024

(B) Public Works

- [1.](#) Maintenance Division Monthly Report for June 2024

(C) Fire

- [1.](#) Fire Department Monthly Report for June 2024

(D) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Water/Sewer/Flood Monthly Reports for June 2024

Approval of Minutes

- [1.](#) Approval of the Closed and Open Work Sessions from June 11, 2024 and the Open Work Session and Regular Public Meeting Minutes from July 2, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Resolutions

1. Resolution R2024-04 (*1 reading only*) - A resolution of the Mayor and City Council of Cumberland adopting the 2024 Allegany County Hazard Mitigation Plan as the City of Cumberland 2024 Hazard Mitigation Plan

(B) Orders (Consent Agenda)

1. Order 27,501 - approving the fuel contract for Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc., DBA Bedford Valley Petroleum and Propane in the not to exceed amount of \$285,000, piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c)
2. Order 27,502 - authorizing the City of Cumberland's lawyers to accept the Kroger settlement in the opioid multi-district litigation
3. Order 27,503 - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY25 for property, general and excess liability, police legal liability, auto comprehensive and liability, and equipment breakdown for the amount not to exceed \$438,456
4. Order 27,504 - accepting the proposal from Long View Systems Corporation USA for software and services to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems, in the amount not to exceed \$52,122.87
5. Order 27,505 - approving the agreement with Tyler Technologies, Inc. to provide time, attendance and advanced scheduling software and services for a 12 month period beginning in FY25 in the amount not to exceed \$30,000
6. Order 27,506 - approving a change to the sole source proposal from Amazon Web Services, Inc. to provide server hosting and support services for FY24 with an increase of \$815.71, bringing the new not to exceed amount to \$36,815.71
7. Order 27,507 - authorizing the execution of a three year Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the International Association of Firefighters, AFL-CIO, Local #203, for the period of July 1, 2024 through June 30, 2027
8. Order 27,508 - approving the proposal from Belt Paving, Inc. provide mill, patch and paving work on Greene Street (City Project 2024-11-PVG) in the amount not to exceed \$230,029.05 and pursuant to Section 2- 171(c) of the City Code, is awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving
9. Order 27,509 - authorizing the execution of Tariff Supplement No. 001 to the Tariff Water – Pa. P.U.C. No. 4 implementing the Evitt's Creek Water Company's Lead Service

Line Replacement Program, addressing the Company's efforts to replace company-owned and customer-owned Lead Service Lines

- [10.](#) Order 27,510 - declaring certain equipment to be surplus property and authorizing it for sale, trade in, scrap or disposal
- [11.](#) Order 27,511 - authorizing the Sole Source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not to exceed \$350,000 for the entire fiscal year
- [12.](#) Order 27,512 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$65,500 for the entire fiscal year
- [13.](#) Order 27,513 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$65,500 for the entire fiscal year
- [14.](#) Order 27,514 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$62,533 for the entire fiscal year
- [15.](#) Order 27,515 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Ferguson Waterworks in the amount not to exceed \$65,500 for the entire fiscal year

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for June 2024

Administrative Services Monthly Report for June, 2024

2024

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of June, 2024.

Information Technology Department

June 2024

Johnna Byers, Director

Statistics

168 new help desk requests
117 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Move various departments due to City Hall HVAC project, including moving them to different location, then maybe another different location, then back
- Assist with police mobile data terminal issues
- Assist with Time and Attendance HR Project
- Continue Active Directory migration project
- Assist workforce with remote working questions/issues

Parks and Recreation

June 2024

Ryan Mackey, Director

- Meetings attended:
 - Special Events planning (2)
 - National Night Out Planning Meeting
 - Parks and Rec will host movie night
 - Rock the Block – Discussing feasibility for the event through the special events committee 6/11
 - Meeting at Fairmont Avenue Parklet to discuss strategy for its future 6/24
- Events:
 - Father's Day pool event – Fathers got in free
 - Free Swim Weekend 6/29 and 6/30
 - 8 pool parties
 - 27 pavilion rentals
- Upcoming:
 - Fireworks at Constitution
 - Free swim and a movie 7/11

Community Development Report

June 2024

Kevin Thacker, Code Compliance Manager

Noted Activity:

- 204 Pear Street – \$51,525.00 in improvements with matching \$25,000.00 home improvement grant

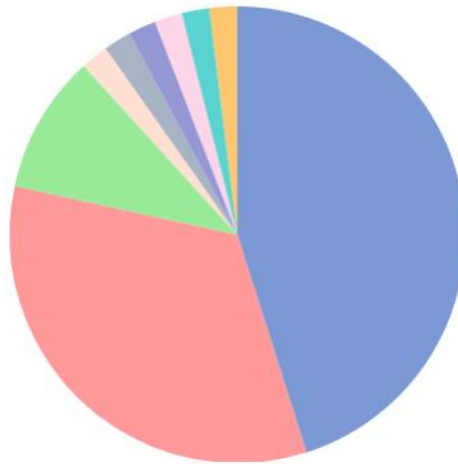
Code Enforcement Activity:

51 new cases received – 25 of those are still open

51 violations were found

26 cases have been resolved

Open Date From: 06/01/2024
Open Date To: 06/30/2024



Violations by Violation Type			
	Cutting of weeds	23	45.1%
	Dwellings, yards and lots to be kept clean	17	33.3%
	Duties of owner and operator	5	9.8%
	Notice to remove abandoned property	1	2.0%
	Order to vacate	1	2.0%
	Permits and certificates	1	2.0%
	Prohibited Noises	1	2.0%
	Prohibited occupancy	1	2.0%
	Requirements for unsafe buildings	1	2.0%

Permits/Reviews & Rental Licenses:

00 Total Permits/Reviews were issued

42 Rental Inspections were completed

Building

Residential.....1
Commercial.....0

Miscellaneous

Residential.....10
Commercial.....0

Occupancy

Residential 1
Commercial 6

Signage

Commercial 2

Electrical

Residential.....0
Commercial.....0

Plumbing

Residential.....0
Commercial.....0

Utility

Residential 0
Commercial 1

Demolition

Residential 0
Commercial 0

Public ROW

.....0

Rental Licenses

Residential.....10

Rental Inspections

Passed 42
Failed 0

Plans, Reviews, Amendments and Appeals (ZA, RPR, SR, ZMA, ZTA, SRA)

(Type) Issued0

Certificates of Appropriateness

Issued..... 4

Request for Change/Amendment

Issued..... 2

Revenue from 'Issued' Permits/Reviews:

Building Permits\$218.32
Miscellaneous Permits154.00
Occupancy Permits195.00
Sign Permits55.00
Utility Permits2125.00
Plan reviews, Amendments & appeals.....0.00
Zoning Classification Détermination (info request)0.00
Municipal Infractions (citations).....0.00
Certificates of appropriateness.....120.00
Rental Licenses (new & renewals)2635.50
Paid Rental Inspection Requests.....0.00
TOTAL\$5,502.82

Demolition Bonds Collected.....\$0.00

Community Development Programs

June 2024

Lee Borrer, Senior Community Development Specialist

Community Development Block Grant (CDBG) Monthly Activity	June 2024 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$328,071.22	\$74,628.78
AYEPS Youth Center Facil Rehab	2020	\$4,753.75	\$4,364.49	\$389.26
2020 Grant Totals		\$407,453.75	\$332,435.71	\$75,018.04
(May 2 amend) incr. Long Term Prescript	2021	\$2,068.98	\$1,364.00	\$704.98
(May 2 amend) YMCA Trans Shelter 3 fl floor	2021	\$56,642.48	\$39,095.00	\$17,547.48
2021 Grant Totals		\$58,711.46	\$40,459.00	\$18,252.46
Balt Street Redesign	2022	\$188,384.50	\$0.00	\$188,384.50
AYEP Youth Center Rehab	2022	\$10,000.00	\$9,337.93	\$662.07
2022 Constitution Park Trail (Admin Feb 20 amend)	2022	\$9,246.89	\$0.00	\$9,246.89
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$29,614.00	\$1,206.00
2022 Grant Totals	2022	\$238,451.39	\$38,951.93	\$199,499.46
AYEPS Youth Center Facil Rehab	2023	\$20,000.00	\$19,875.00	\$125.00
Admin	2023	\$117,000.00	\$53,475.76	\$63,524.24
Ind Cost	2023	\$12,000.00	\$5,671.00	\$6,329.00
FH	2023	\$11,000.00	\$4,993.48	\$6,006.52
YMCA Gil Trans Shelter Ext Elect/Safe/Cam	2023	\$124,935.00	\$0.00	\$124,935.00
FAI ALU Roof	2023	\$18,026.00	\$0.00	\$18,026.00
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
Assoc Char Short Term	2023	\$11,435.00	\$1,798.00	\$9,637.00
PHA JFV Sidewalk Imps (Feb 20 amend)	2023	\$71,126.00	\$71,126.00	\$0.00
FCRC Domestic Violence IPV classes	2023	\$20,500.00	\$20,500.00	\$0.00
Targ City Foot/Bike Patrols	2023	\$4,960.00	\$3,380.77	\$1,579.23
YMCA Food Trans Shelter	2023	\$8,000.00	\$4,184.34	\$3,815.66
Constitution Park Trails	2023	\$303,000.00	\$88,043.72	\$214,956.28
2023 Grant Totals		\$799,982.00		\$526,933.93

			Total All Yrs	\$819,703.89
June 2024 CDBG Report	6/25/24			
Balances:	Year	IDIS grant rpt		
\$75,018.04	2020			
\$18,252.46	2021			
\$199,499.46	2022			
\$55.04	2022 PI			
\$526,933.93	2023			
\$82,795.64	2020 cv	*change each month		
\$93,270.50	OLD 2021			
\$902,554.57 Total All		20,21,22,23, PI, CV		

**post May 2024 Draw.

The 2024 CDBG Annual Action Plan has been submitted and received by HUD. The Environmental Review Record was completed and HUD Released the Funds this month for the Constitution Park Trails project which will break ground July 11, 2024 after on-site approval of the Construction Permit from Maryland Dept of Environment. (Plans for a ceremonial groundbreaking will be scheduled).

Staff is beginning the end of year process for compiling and writing the CAPER (Consolidated Annual Performance Evaluation Report) for the CDBG program and creating files for the new projects which will soon undergo the environmental review process. Contracts for the new 2024 AAP projects will be distributed by a mandatory meeting in October 2024.

CARES ACT CDBG Monthly Report		Amount Funded	Expended	Funds Remain
CV3 AYEP Youth Center Rehabilitation		\$190,050.73	\$184,709.23	\$5,341.50
CV Constitution Park Improvements/Trails		\$14,153.74	\$0.00	\$14,153.74
CV Constitution Park Improvements/Playground		\$63,300.40	\$0.00	\$63,300.40
TOTAL CDBG CV BALANCE				\$82,795.64
	B20MW24001 Award (1st rd)	\$476,251.00		
	B20MW24001 Award (3rd rd)	\$119,910.00		

Updated Post May 2024 CDBG draw 6/3/2024 \$596,161.00

The 2019/20 CDBG CARES ACT funds are 86% expended. Three activities remain open and expected to be drawn by December 31, 2024. There was no activity this month.

Historic Planning/Preservation

June 2024

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

In addition to serving the public and answering daily questions and inquiries I did the following:

Historic Preservation Commission Meeting (HPC)

- Supported June HPC Meeting scheduled for June 12th, 2024.
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

Meetings & Events

Attended

- Various city and dept. staff meetings
- City of Cumberland hosted the Field Session Feast at the State of Maryland Archaeology Dig in Old Town.
- Attainable Housing Mtg.
- Presented program to LaVale Lions Club
- Maryland Municipal League Conference
- Western Maryland Regional Roundtable with Maryland Department of Planning Secretary Flora.
- Allegany HS Museum Exhibit Opening

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan
- Residential Accessibility Improvement Program
- Roof Replacement Program
- Choose Cumberland Relocation Package
- Mid-town Façade Grant
- Conducted Section 106 Reviews (as needed) for various projects.
- Finalized and submitted five DHCD grant projects for FY2025
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Human Resources

May 2024

April Howser, HR Officer/Justin Lam, HR Associate

- Administered & Proctored Fire Testing on the 11th and 22nd of month.
- New Time & Attendance System Implementation
 - * Helped implement new job position codes for each position
 - * Helped answer questions and fix minor issues with new system
 - * Ran payroll export tests with new system mirroring existing system
- Employee benefit investigation
- Conducted Employment Interviews
- Seasonal Employees' orientations, paperwork, etc.
- Administered FMLA & Worker's Comp programs for City
- Retirement and employee milestone awards
- Administered City's Drug testing
- Bi-Weekly payroll
- YMCA enrollments
- Employee inquiries & updates
- Reasonable Suspicion Training
- Conducted Liviniti Training
- Updated Pay Rates for New Fiscal Year
- Updated Retirement Benefits for New Fiscal Year
- Combined Benefit Deductions for New Fiscal Year
- Posted and Administered Job Postings on Indeed & City's Website
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Health Assessments
- Started Accrual Balance Transfer From FY'24 to FY'25 and Worked With Pay Clerks to Ensure Proper Balances Transfer Over
- Open Enrollment
 - * Health Insurance
 - * American Fidelity
 - * United Concordia

	30-Jun
Open positions	7
New Hires	8
Retirements	0
Resignations	1
Terminations	0
FMLA	4
Workers Comp	2
Elected Officials	5
FT Employees	242
PT Employees	56
Contractual Employees	5

Comptroller's Office
Financial Activity Report
May & June 2024
Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of May 2024.

On May 1, 2024, the City had a cash balance of \$10.5 million (\$8.3 million invested in a value money market program and \$2.2 million participating in a sweep program at First United Bank). Disbursements exceeded receipts by \$4.7 million resulting in a cash balance of \$5.8 million at May 31, 2024 (\$4.9 million invested in a value money market program and \$919 thousand participating in a sweep program at First United Bank).

As of May 31st, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 1,795,424
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2024	\$ 1,204,237	\$ 50,944	\$ (2,724)	122,247	\$ -	\$ 1,130,210
FY 2023	480,373	-	(2,813)	24,877	-	452,683
FY 2022	79,704	1,233	(2,688)	3,210	-	75,039
FY 2021	32,626	1,213	(437)	-	-	33,402
FY 2020	42,758	1,198	(99)	-	-	43,857
FY 2019	10,540	1,181	(99)	-	-	11,622
FY 2018	10,656	688	(99)	-	-	11,245
FY 2017	9,160	-	(89)	-	-	9,071
FY 2016	8,230	-	(90)	-	-	8,140
FY 2015	6,923	-	(90)	-	-	6,833
FY 2014	4,987	-	(90)	-	-	4,897
FY 2013	2,187	-	(90)	-	-	2,097
FY 2012	1,685	-	(90)	-	-	1,595
Prior FY's	4,948	-	(215)	-	-	4,733
	<u>\$ 1,899,014</u>	<u>\$ 56,457</u>	<u>\$ (9,713)</u>	<u>\$ 150,334</u>	<u>\$ -</u>	<u>\$ 1,795,424</u>

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

Real property (non-owner occupied)	\$627,000
Personal Property	201,953
Real Property (semiannual payments)	297,152
Real Property (Half Year)	<u>4,105</u>
	<u><u>\$1,130,210</u></u>

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

Cash and Investment Summary

May 31, 2024

	Cash	Investments
Beginning Balance	\$ 10,519,307	\$ 30,409,235
Add:		
Cash Receipts	12,854,342	133,956
Investment Transfer	-	-
Less:		
Disbursements	17,525,818	-
Investment Transfer	-	-
Ending Balance	\$ 5,847,831	\$ 30,543,191
Restricted	\$ 2,194,806	\$ 7,126,848

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

Restricted Cash

	5/1/2024	Increase	Utilization	5/31/2024
Police Seizures	\$ 78,551	\$ 1,387	\$ -	\$ 79,938
Bowers Trust	48,322	15,213	-	63,535
Mason Sports Complex Donation	5,000	-	-	5,000
Infill Development Allegany County	345,000	-	-	345,000
National Opioid Settlement	49,005	41,059	-	90,064
GOB 21	125,286	552	45,906	79,932
Capital Projects	1,414,771	6,220	-	1,420,991
Demolition & Fiscal Agent Bonds	110,348	-	-	110,348
	\$ 2,176,283	\$ 64,431	\$ 45,906	\$ 2,194,808

Restricted Investments

	5/1/2024	Increase	Utilization	5/31/2024
DDC	\$ 2,896	\$ 13	\$ -	\$ 2,909
ARPA	7,092,695	31,244	-	7,123,939
	\$ 7,095,591	\$ 31,257	\$ -	\$ 7,126,848

Increases to GOB21, ARPA, Capital Projects, Bowers Trust and DDC are interest earnings.

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

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

GOB21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

National Opioid Settlement is for opioid intervention in Cumberland.

Capital Projects and Associated Debt:

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

Available Bond Proceeds

	5/1/2024	Increase	Utilization	5/31/2024
CDA 2021	2,910,441	-	122,452	2,787,989
CDA 2023	1,551,075	-	49,119	1,501,956
CDA 2024	3,208,311	-	239,573	2,968,738
GOB 21	125,284	-	45,355	79,930
	\$ 7,795,111	\$ -	\$ 456,499	\$ 7,338,612

CSO Projects

	5/1/2024	Increase	Utilization	5/31/2024
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,991,603	\$ -	\$ -	\$ 81,991,603

CDA 2021 \$122K utilization includes \$98K toward City Hall elevator modifications and \$24K for a computer server. CDA 2023 \$49K utilization includes \$45K for SCADA improvements and \$4K toward the filter building design. CDA 2024 \$240K utilization includes a \$21K milling attachment and \$219K for police vehicles. GOB21 \$46K utilization includes \$46K toward the Baltimore Street bridge; reduced by \$1K interest earned.

Remaining CDA 2021 funds are primarily allocated to Baltimore Street redevelopment (\$1.3M), fuel pump station (\$478K), City Hall elevator modifications (\$58K), cross connections/hydrants valves (\$81K), 5-ton dump truck (\$196K), Marion Street bridge (\$100K), Baltimore Street bridge (\$168K) and Decatur Street lighting (\$140K). Remaining GOB21 funds are primarily allocated to the Baltimore Street bridge (74K). Remaining CDA 2023 funds consist primarily of an ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$482K), cross connections (\$72K), anaerobic digester (\$75K) and WWTP roof replacements (\$61K). Remaining CDA 2024 funds are primarily allocated to paving (\$990K), sewer lining (\$360K), canal rewatering (\$210K), an ambulance (\$364K), and a water excavator truck (\$210K).

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million being forgivable. A WWTP grit removal and UV disinfection project is in the planning phase with necessary funding in place. This project is projected to begin during FY26 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY26 or FY27. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million being forgivable.

COVID-19:

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury guidance provides greater details on the eligible uses and priority of these funds. These are:

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

As of May 31, 2024, the City utilized \$14.6 million of the \$19.6 million ARPA award and is on track to obligate all funds by December 31, 2024 and fully expend all funds by December 31, 2026. Remaining projects include park improvements, assistance to small businesses, residential property improvements and demolition, South End and Industrial Boulevard water main replacements, 4" to 6" water line replacements and City Hall HVAC replacement.

Available Funding (as of May 31, 2024):

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Premium Pay		\$ 833,952			\$ 833,952	\$ -
Revenue Loss		\$10,000,000			\$ 10,000,000	\$ -
Respond to the health emergency						
Community Programs						
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 1,824	\$ 1,824	\$ 174,350	\$ -
Pool Area		\$ 71,250	\$ 73,228	\$ 73,228	\$ 71,250	\$ -
Union Rescue Mission		\$ 749,000			\$ 749,000	\$ -
YMCA Bus Replacement		\$ 216,000			\$ 216,000	\$ -
Duck Pond Remediation		\$ 16,844	\$ 12,426	\$ 12,426	\$ 16,844	\$ -
City of Cumberland Park Signage		\$ -	\$ 69,676	\$ 69,676	\$ -	\$ -
Promoting the Community		\$ 32,386			\$ 32,386	\$ -
Janes Place for Abused Children		\$ 40,777			\$ 40,777	\$ -
DDC Assistance to Small Businesses		\$ 183,500			\$ 114,165	\$ 69,335
Community Development Property Improvement		\$ 264,960			\$ 191,188	\$ 73,772
Affordable Housing Assistance		\$ 390,516			\$ 197,589	\$ 192,927
Demolition Assistance		\$ 20,000			\$ 20,000	\$ -
Skate Park - Mason Rec Complex		\$ -	\$325,000	\$ 4,618	\$ -	\$ 320,382
Park General Infrastructure		\$ -	\$ 78,164	\$ -	\$ -	\$ 78,164
Constitution Park Trail		\$ -	\$ 71,836	\$ -	\$ -	\$ 71,836
PPE						
General		\$ 29,269			\$ 29,269	\$ -
Facilities and Equipment		\$ 22,216			\$ 22,216	\$ -
Prisoner Processing Improvements		\$ 62,099			\$ 62,099	\$ -
HVAC Improvement at City Hall		\$ 1,415,278	\$201,380	\$ -	\$ 324,225	\$1,292,433
Infrastructure Investments						
South End & Industrial Blvd Water Mains		\$ 4,894,228			\$ 1,439,613	\$3,454,615
Replace 4" Water Lines with 6" (City-Wide)		\$ 179,224	\$ 31,244	\$ -	\$ 105,037	\$ 105,432
Total:	\$19,595,850	\$19,595,850	\$864,778	\$161,771	\$ 14,639,961	\$5,658,896

Comptroller's Office Financial Activity Report – June 2024

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of June 2024.

On June 1, 2024, the City had a cash balance of \$5.8 million (\$4.9 million invested in a value money market program and \$919 thousand participating in a sweep program at First United Bank). Disbursements exceeded receipts by \$3.0 million resulting in a cash balance of \$2.8 million at June 30, 2024 (\$2.3 million invested in a value money market program and \$500 thousand participating in a sweep program at First United Bank).

As of June 30th, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 1,466,869
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2024	\$ 1,130,210	\$ 293	\$ (22,568)	160,790	\$ -	\$ 947,145
FY 2023	452,683	9,932	(29,893)	86,234	-	346,488
FY 2022	75,039	-	(8,694)	29,078	-	37,267
FY 2021	33,402	-	-	480	-	32,922
FY 2020	43,857	-	-	473	-	43,384
FY 2019	11,622	-	-	463	-	11,159
FY 2018	11,245	-	-	19	-	11,226
FY 2017	9,071	-	-	18	-	9,053
FY 2016	8,140	-	-	18	-	8,122
FY 2015	6,833	-	-	18	-	6,815
FY 2014	4,897	-	-	17	-	4,880
FY 2013	2,097	-	-	17	-	2,080
FY 2012	1,595	-	-	-	-	1,595
Prior FY's	4,733	-	-	-	-	4,733
	\$ 1,795,424	\$ 10,225	\$ (61,155)	\$ 277,625	\$ -	\$ 1,466,869

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

Real property (non-owner occupied)	\$494,714
Personal Property	186,545
Real Property (semiannual payments)	263,139
Real Property (Half Year)	2,747
	<u>\$947,145</u>

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

Cash and Investment Summary		
June 30, 2024		
	Cash	Investments
Beginning Balance	\$ 5,812,585	\$ 30,543,190
Add:		
Cash Receipts	8,420,423	291,905
Investment Transfer	-	-
Less:		
Disbursements	11,450,255	-
Investment Transfer	-	152,920
Ending Balance	\$ 2,782,753	\$ 30,682,175
Restricted	\$ 1,931,157	\$ 7,156,358

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

Restricted Cash

	6/1/2024	Increase	Utilization	6/30/2024
Police Seizures	\$ 79,938	\$ -	\$ -	\$ 79,938
Fire Department Donation	\$ -	\$ 2,200	\$ -	\$ 2,200
Bowers Trust	63,535	15,292	16,649	62,178
Mason Sports Complex Donation	5,000	-	-	5,000
Infill Development Allegany County	345,000	-	195,000	150,000
National Opioid Settlement	90,064	-	-	90,064
GOB 21	79,932	480	78,549	1,863
Capital Projects	1,420,991	8,548	-	1,429,539
Demolition & Fiscal Agent Bonds	110,348	557	530	110,375
	\$ 2,194,808	\$ 27,077	\$ 290,728	\$ 1,931,157

Restricted Investments

	6/1/2024	Increase	Utilization	6/30/2024
DDC	\$ 2,909	\$ 13	\$ 2,920	\$ 2
ARPA	7,123,939	32,417	-	7,156,356

Increases to GOB21, ARPA, Capital Projects, Bowers Trust and DDC are interest earnings.

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

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

GOB21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

National Opioid Settlement is for opioid intervention in Cumberland.

Capital Projects and Associated Debt:

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

Available Bond Proceeds

	6/1/2024	Increase	Utilization	6/30/2024
CDA 2021	2,787,989	-	152,242	2,635,747
CDA 2023	1,501,956	-	37,837	1,464,119
CDA 2024	2,968,738	-	-	2,968,738
GOB 21	79,930	-	78,068	1,862
	\$ 7,338,612	\$ -	\$ 268,147	\$ 7,070,465

CSO Projects

	6/1/2024	Increase	Utilization	6/30/2024
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,991,603	\$ -	\$ -	\$ 81,991,603

CDA 2021 \$152K utilization includes \$39K toward City Hall elevator modifications, \$32K toward SCADA upgrades, \$28K toward McMullen St. Bridge improvements, \$7K toward street improvements, and \$46K for cross connections, hydrants and valves. CDA 2023 \$38K utilization includes \$24K for SCADA improvements and \$14K toward the filter building design. GOB21 \$78K utilization includes \$77K toward the Baltimore Street bridge and \$1K toward SCADA.

Remaining CDA 2021 funds are primarily allocated to Baltimore Street redevelopment (\$1.3M), fuel pump station (\$478K), City Hall elevator modifications (\$19K), cross connections/hydrants valves (\$36K), 5-ton dump truck (\$196K), Marion Street bridge (\$100K), Baltimore Street bridge (\$168K) and Decatur Street lighting (\$140K). Remaining GOB21 funds are available to assign to the next costs incurred (2K). Remaining CDA 2023 funds consist primarily of an ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$468K), cross connections (\$72K), anaerobic digester (\$75K) and WWTP roof replacements (\$61K). Remaining CDA 2024 funds are primarily allocated to paving (\$990K), sewer lining (\$360K), canal rewatering (\$210K), an ambulance (\$364K), and a water excavator truck (\$210K).

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million being forgivable. A WWTP grit removal and UV disinfection project is in the planning phase with necessary funding in place. This project is projected to begin during FY26 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY26 or FY27. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million being forgivable.

COVID-19:

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury guidance provides greater details on the eligible uses and priority of these funds. These are:

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

As of June 30, 2024, the City utilized \$15.3 million of the \$19.6 million ARPA award and is on track to obligate all funds by December 31, 2024 and fully expend all funds by December 31, 2026. Remaining projects include park improvements, assistance to small businesses, residential property improvements and demolition, South End and Industrial Boulevard water main replacements, 4" to 6" water line replacements and City Hall HVAC replacement.

Available Funding (*as of June 30, 2024*):

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Premium Pay		\$ 833,952			\$ 833,952	\$ -
Revenue Loss		\$10,000,000			\$ 10,000,000	\$ -
Respond to the health emergency						
Community Programs						
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 1,824	\$ 1,824	\$ 174,350	\$ -
Pool Area		\$ 71,250	\$ 73,228	\$ 73,228	\$ 71,250	\$ -
Union Rescue Mission		\$ 749,000			\$ 749,000	\$ -
YMCA Bus Replacement		\$ 216,000			\$ 216,000	\$ -
Duck Pond Remediation		\$ 16,844	\$ 12,426	\$ 12,426	\$ 16,844	\$ -
City of Cumberland Park Signage		\$ -	\$ 69,676	\$ 69,676	\$ -	\$ -
Promoting the Community		\$ 32,386			\$ 32,386	\$ -
Janes Place for Abused Children		\$ 40,777			\$ 40,777	\$ -
DDC Assistance to Small Businesses		\$ 183,500			\$ 117,615	\$ 65,885
Community Development Property Improvement		\$ 264,960			\$ 191,188	\$ 73,772
Affordable Housing Assistance		\$ 390,516			\$ 222,589	\$ 167,927
Demolition Assistance		\$ 20,000			\$ 20,000	\$ -
Skate Park - Mason Rec Complex		\$ -	\$325,000	\$ 4,618	\$ -	\$ 320,382
Park General Infrastructure		\$ -	\$ 78,164	\$ -	\$ -	\$ 78,164
Constitution Park Trail		\$ -	\$ 71,836	\$ -	\$ -	\$ 71,836
PPE						
General		\$ 29,269			\$ 29,269	\$ -
Facilities and Equipment		\$ 22,216			\$ 22,216	\$ -
Prisoner Processing Improvements		\$ 62,099			\$ 62,099	\$ -
HVAC Improvement at City Hall		\$ 1,415,278	\$233,797		\$ 642,603	\$ 1,006,472
Infrastructure Investments						
South End & Industrial Blvd Water Mains		\$ 4,894,228			\$ 1,736,614	\$ 3,157,614
Replace 4" Water Lines with 6" (City-Wide)		\$ 179,224	\$ 31,244		\$ 105,037	\$ 105,432
Total:	\$19,595,850	\$19,595,850	\$897,194	\$161,771	\$ 15,283,789	\$ 5,047,484

Respectfully submitted,

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for June 2024

MAINTENANCE DIVISION REPORT JUNE 2024

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JUNE 2024**

- Potholes and Citizen Reports
 - 44 Service Requests Completed
 - 19 Streets and 4 Alleys Repaired
- Street Maintenance and Utility Work
 - 15 Yards of Concrete Utilized
 - 95 Tons Hot Mix Utilized
 - Major Water Repair on Frederick Street
- Tree Removal and Pruning
 - 9 hazard trees were removed
 - 33 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 30 tree complaints and tree issues
 - Other Work
 - 2 Tree Plantings
 - Cleaned canopy on Trost Ave for Water Distribution
 - Day of Caring and Sharing
 - Supported LBC on Queen City Drive
 - Working on Pesticide License Renewal
 - Began Search for Christmas Tree
- Street Cleaning Operations
 - 15 Loads Collected
 - 5 Tons of Debris to Landfill
 - 150 Miles of Streets Swept
- Sign Work
 - 5 Traffic Control Sign Repaired / Installed
 - 3 Street Name Signs Repaired / Installed
 - 1 Handicap Signs Repaired / Replaced
 - 2 Handicap Signs Removed / Installed
- Miscellaneous
 - Baltimore Street Underpass Cleaned 4x
 - 3 Events for Traffic Control
 - Continuing Road Side Mowing

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION MAINTENANCE
MONTHLY REPORT
JUNE 2024**

- Constitution Park
 - Mowing operations are in Full Swing @ Park
 - All Public Restrooms are open for use 7 Days a Week
 - Weekend Staffing is in place to support rentals and functions
 - New Chairs Delivered to The Pool and Installed
 - Sound System for Pool Received and Scheduled for Installation

- Mason's Sports Complex
 - Mowing Operations are in Full Swing
 - Bathrooms are open to the public Monday – Friday
 - Weed Control is complete
 - All Fields are being Mowed Weekly and Game Prepped 2x Per week

- Parklets
 - Mowing Contractor Continues Operations at all outlying Greenspace Parklets

**FLEET MAINTENANCE
MONTHLY REPORT
JUNE 2024**

DEPARTMENT	REPAIRS
Central Services	1
Community Development	1
DDC	0
Engineering	5
Fire	5
Fleet Maintenance	6
Flood	2
MPA	0
P & R Maintenance	7
Police	39
Public Works	8
Sewer	1
Snow Removal	0
Street Maintenance	19
Water Distribution	4
WFP	0
WWTP	2
In House Fleet Maintenance Projects	4
Scheduled Preventative Maintenance	5
Field Service Calls	8
Total Fleet Maintenance Projects	117
Total Repair Orders Submitted	10
Fleet Maintenance Risk Management Claims	0

**CENTRAL SERVICES
MONTHLY REPORT
JUNE 2024**

- **City Hall:** Helped move the rest of the employees to the Willets Building on Mechanic St. Checked on the HVAC contractor. Repaired the toilet on the second floor. Worked on keeping the A/C on while the HVAC contractor installs the new HVAC system. Helped IT move all the computer stuff to the Willets building. Cleaned up water from a leak from the 2nd floor bathroom.
- **Municipal Service Center:** The department had forklift training. Replaced the fan belt on the downstairs RTU on the roof.
- **Public Safety Building:** Worked on installing a new card reader and door strike on the 3rd floor new evidence room. Repaired the sink in the Fire Department kitchen. Replaced a fan motor on the number #2 chiller. Installed new carpet in the Police Chief's office. Replaced the 15 amp fuses on the chiller fans. Washed the chiller coils down.
- **Fire Stations #2:** Maintenance on the garage door. Checked the boiler and oiled the circulating pumps.
- **Downtown Area & Mall:** Set stage up and cleaned up after Friday after 5. Boarded up all the windows at the Carver building on the 2nd floor. Boarded up a house at 461 Central Ave. for Code Enforcement. Cleaned up the parks garbage and lowered the flags.
- **Parks:** Worked on the baby pool pump motor VFD shutting down on over temp. Cleaned air intake filter. Repaired the water fountain at Pavilions 1 & 2. Repair the lights at Northcraft and Flynn Field at Mason Complex with an 80-foot lift. Painted the Parks Director office. Took a door down in the pool building at the pool. Install a new door on the Parks director's office. Repaired the door at the Activity's building. Worked the Sunday night concert.
- **Traffic and Street Lights:** Reported 8 street lights for the power company to repair. Reset traffic lights in flash at Maryland and Williams, Bridge and Greene that were in flash due to power outages. Repaired the traffic cabinet at Queen City Dr. and Harrison St. Working with the power company on installing new LED street lights in the city limits.
- Load tested generators. June 17, 2024
- Monthly Safety Meeting – June 18, 2024
- PMs on all the pumps and motors at PSB, City Hall and MSC

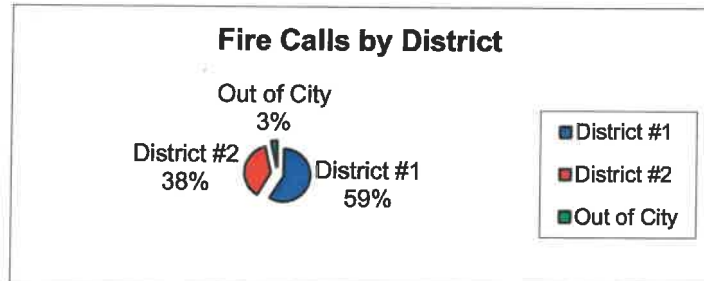
File Attachments for Item:

. Fire Department Monthly Report for June 2024

REPORT OF THE FIRE CHIEF FOR THE MONTH OF JUNE, 2024
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 114 Fire Alarms:

Responses by District:
 District #1 67
 District #2 43
 Out of City 4
 114



Number of Alarms Answered:
 First Alarms Answered: 112
 Working Alarms Answered: 2
 114

Calls Listed Below:
 Property Use:
 Public Assembly 2
 Educational 0
 Residential 65
 Institutional 6
 Special Properties 36
 Industrial, Utility 0
 Stores and Offices 5
 114

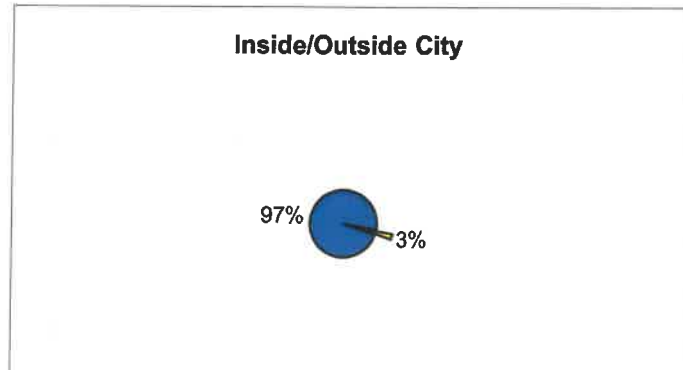
Type of Situation:
 Fire or Explosion 9
 Overpressure 0
 Rescue Calls 56
 Hazardous Conditions 14
 Service Calls 5
 Good Intent Calls 22
 Severe Weather 0
 False Calls 8
 114

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in June:	\$ 2,710.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$ 20,680.00
Fire Service Fees Paid in June:	\$ 1,000.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$ 3,210.00
All Fire Service Fees for Fire Calls Paid in Fiscal Year 2024:	\$ 4,870.00

Fire Service Fees for Inspections and Permits Billed in June:	\$ 250.00
Fire Service Fees for Inspections and Permits Paid in June:	\$ 250.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$ 2,900.00

Cumberland Fire Department Responded to 509 Emergency Medical Calls:

In City Calls	495
Out of City Calls	14
Total	<u>509</u>



Total Ambulance Fees Billed by Medical Claim-Aid in June :	\$149,644.18
Ambulance Fees Billed Fiscal Year to Date:	\$1,947,414.36
Ambulance Fees Paid:	
Revenue received in June :	\$105,213.86
FY2024 Ambulance Fees Paid in FY2024:	\$1,258,284.52
Total Ambulance Fees Paid in FY2024:	\$1,476,497.01

(Includes all ambulance fees, current and previous fiscal years, paid in FY2024.)

Cumberland Fire Department Provided 4 Paramedic Assist Calls:

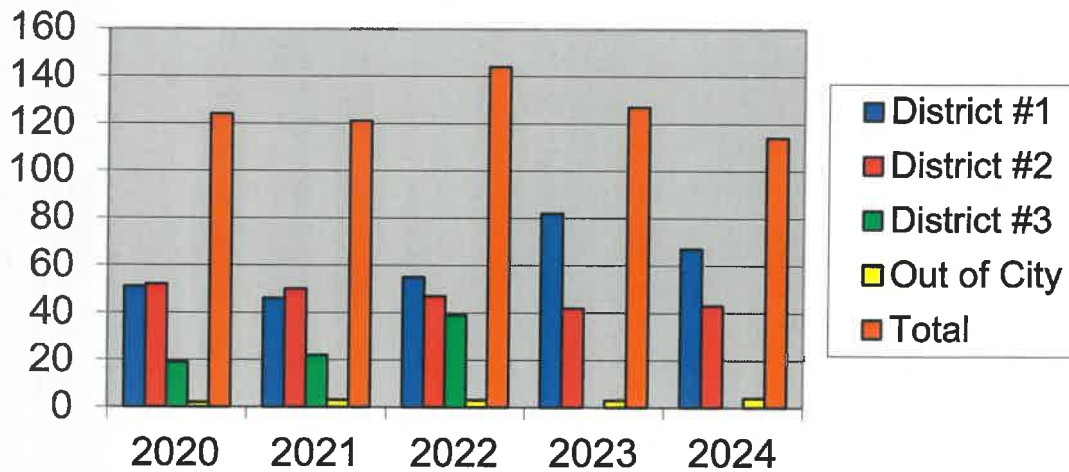
1 Paramedic Assist Calls within Allegany County	
3 Paramedic Assist Calls outside of Allegany County	
<u>4</u>	
Allegany County DES	1
Fort Ashby VFD, WV	1
Ridgeley VFD, WV	2
	<u>4</u>

Cumberland Fire Department provided 10 Mutual Aid Calls:

5 Mutual Aid Calls within Allegany County	
5 Mutual Aid Calls outside of Allegany County	
<u>10</u>	
Bowman's Addition VFD	1
Cresaptown VFD	3
Flintstone VFD	1
	<u>5</u>
Fort Ashby VFD, WV	1
Ridgeley VFD, WV	4
	<u>10</u>

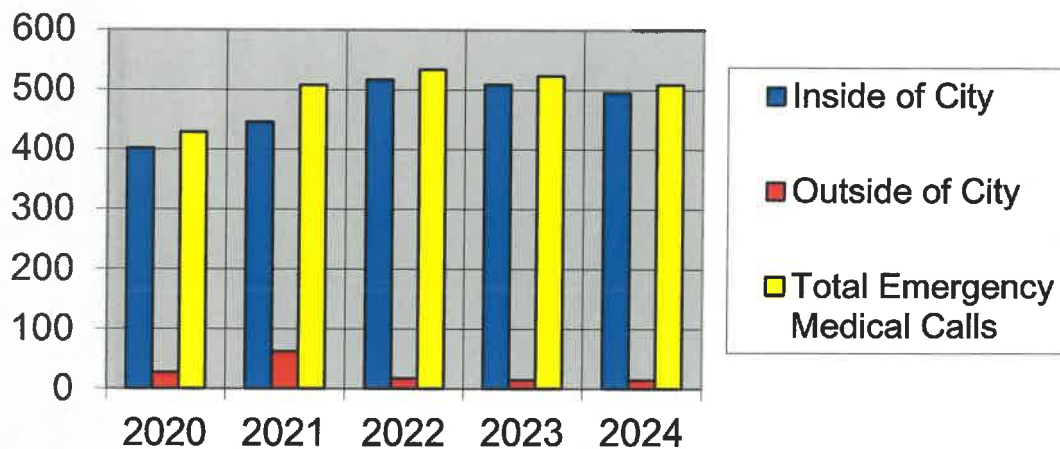
Fire Calls in the Month of June for a Five-Year Period

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
District #1	51	46	55	82	67
District #2	52	50	47	42	43
District #3	19	22	39	0	0
Out of City	2	3	3	3	4
Total	124	121	144	127	114



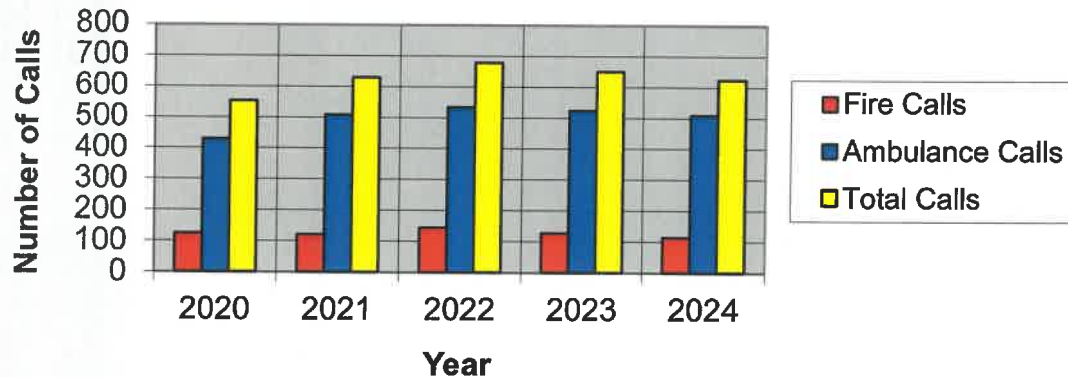
Ambulance Calls in the Month of June for a Five-Year Period

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Inside of City	402	446	517	509	495
Outside of City	27	62	17	14	14
Total Emergency Medical Calls	429	508	534	523	509



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

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Fire Calls	124	121	144	127	114
Ambulance Calls	429	508	534	523	509
Total Calls	553	629	678	650	623



Training:

Training Man Hours:

285 man hours

EMS Protocol Updates
 Driver Training
 Time & Attendance Payroll
 Standpipe Operations
 Rope Rescue Operations
 Fire Operations & Hoarding Conditions
 Truck #1 Operations
 Paramedic Hybrid
 Paramedic Clinicals

Fire Prevention Bureau:

Burning Permits	11
Complaints	1
Conferences	4
Correspondences	66
Inspections	18
Investigations	3
Plan Reviews	7
Public Education	2

Personnel:

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Utilities Division Water/Sewer/Flood Monthly Reports for June 2024

[illegible][illegible][illegible]

Watershed					
Replaced tractor window					
Mowed clear well hill					
Dug up 24" valve at basins for repair					
Mowed field outside main gate at dam					
Picked up water @ Lowe's					
Assisted 306 crew loading pipe on crane truck					
Mowed field below spoils pile/emergency access rd/Lake Koon boat ramp/Lake Koon spillway					
Fueled mini for 304 crew					
Mowed access road 18-1 Gordon spillway					
Mowed main lines					
Mowed both Lake Gordon public access fields					
Greased 398					
Mowed field at barn					
Hauled & spread gravel at North End tank					
Dam - weed eated areas that had been mowed					
Trimmed low hanging branches on emergency access road					
Mowed 36" main lines (several days)					
Set one pump & removed one pump at waste water plant					
Fueled mini for 306 crew					
Weed eated/sprayed/cleaned up around fittings at shop					
Investigated services on Lake Gordon Rd for lead survey (several days)					
Repaired flange gasket at McNamee tank					
Assisted 304 w/ leak on Granet Rd					
Assisted 306 backfilling Longwood main line (several days)					
Removed trees off old 36" main line					
Repalred drain pipe by barn					
Dam - mowed main line					
Cleaned out fired road on Evitts Creek Dr					
Removed trees & installed breaker with D-5 @ Gate 11-1					
GRAND TOTAL					837

Sanitary Sewer Department Monthly Report



June 2024

Calls Answered:	16
Service Lines Opened:	5
Owner's Trouble:	7
Line Locates/ Mains	177
Flushed Mains	1,820
Mains Repaired/ Replaced	3
Sewer Taps Installed	0
Cleaned Catch Basins	26
Cleanouts Installed	2
Televised Sewer Mains	3640'
Televised Sewer Lines	21 service Lines
Call Outs/ Overtime	8 call outs 8.5 Hrs
Weekly Check of Overflows, pits, etc....	8

Jeffrie Harden
Supervisor

Water Usage:

Flush Truck	608	3,800	Gals.
Vac-con	605	3,500	Gals.

Work Performed and House Calls

317 Pearl Street House call investigation sewer back up into basement

6 Commander Court, House call Sewer back up into Basement, Owner needed Plumber

953 Glenwood House call Sewer back up into basement, Owner needed plumber

800 Tampley 6 inch Lateral Line repair, Intop curb/street

718 Fredrick Basin repair, Due to Water main break to curb Basin re-biult and replaced

718 Fredrick Manhole replacement, Water main break Sewer Manhole needed to be reset

June 2024 Monthly Reort

Flood Maintenance

Test Ran 9 levee Sluice Gates -20 still needs completed

Run Gate Operators

Check Sewage Regulators

Safety Meeting

Test Run Green St Pump

Cleaned debri Big/Small bull pin

Weekly Check of overflows

Brush Cut Levee wall

Pre & Post Storm Inspections

Wash Down CSO Millrace flumme

Began Mowing Cycle

Mowed West and East Ridgley, Moose, And Parkets Narrows

Cleaned and Maintenance of Mowers/Trimmers

Mowed Levee Field 1,2,3,4 (Army Core Engineer Contract)

Complete Mowing Cycles completed(Bill A.C.E)for 1st Cycle

Completed removal of Debri from Levee 19 Loads

501-603 Fredrick St. Sewer main flushed several times due to watermain break, Stone removal

501 Loisiana, Vac-con truck for columbia gas CCTV inspection

Cecilia St. Joe Kudrick contractor, Complaint that ground water- CCTv and Vac-con Completed

Baltimore St./Engineering rerquested Vac-con for McMullen Bridge Drain Cleaning

36 Green St. House call Investigation, No visible Clean outs, Resident needs Plumber

632 Lincoln St House Call Invetigation No City Issues. Resident needs Plumber

325 Cumberland House call, Plumber told resident City had blockages, Found no city issues

Vac-con for H2o Dept Cumberland Lonwood Valve replacement 5hrs

37 Weber Clean out installed (Sidewalk)

Vac-con H2o Dept 18hrs.

High Velocity 12 Sites Sewer Dept.

Hydro 6 Sites Water Dept.

Vactor Truck callouts: 14

CCTV Camera Truck Callouts:

N. Lee Street Lateral line and sewer main

Maryland Ave/Cecilia Possible sewer leak

209 Green St. Unable to navigate lateral line

1001 Furnance St Lateral line opened, Homeowner needed plumber

Cecillia St Line Locates storm main/No issues

Fredrick St. water main break sewer main inspection

Virginia Ave Water main break, Sewer main Inspection

Richwood ave Lateral Line inspection

37 Weber clean out Install CCTV Homeowners needs Plumber as well

710-735 N mechanic Inspection of Sewer main-Mission Rescue

6/26/2024 Walnut CSO Cleaned w Vaccon, Sensor Cleaned off

6/27/2024 Manhole Survey of Evitts creek CSO Phase IV-Clearing

File Attachments for Item:

1. Approval of the Closed and Open Work Sessions from June 11, 2024 and the Open Work Session and Regular Public Meeting Minutes from July 2, 2024



Mayor and City Council of Cumberland

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

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

2nd Floor Conference Room
Allegany Museum
3 Pershing Street
Cumberland, MD 21502

Tuesday, July 2, 2024, 5:30 p.m.

PRESENT: Mayor Raymond M. Morriss; Council Members Eugene Frazier, Jimmy Furstenberg, Rock Cioni and Laurie Marchini.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief

Media: Teresa McMinn, Cumberland Times-News
Kathy Cornwell, WCBC Radio

I. Review of the public meeting agenda of July 2 ,2024

Mayor Morriss reviewed the agenda.

Councilwoman Marchini addressed two Orders on the Agenda that look the same. Mr. Silka explained that was due to an abstention with the Hotel/Motel Orders. Mayor Morriss stated that due to the position he holds on the Board of Directors for two of the recipients, he would be abstaining from voting on one of the orders, therefore a separate Order was added to the agenda so that he was able to vote on the remaining recipients.

Mr. Silka updated the intent of Ordinance 3985, explaining that the City is acquiring a property on 415 Central Avenue. The owner of 415 Central Avenue wanted to flip one of the City's properties, so an exchange would be made transferring 454 Goethe Street to them and then transferring 415 Central Avenue to the City.

Jeff went on to explain that some residents are donating properties to the City and that depending on the condition they will be demolished or listed on the surplus sale. Councilman Fraizer asking if there is a timeframe the buyer has once, they have purchased the property to do improvements?

Jeff answered that the buyer has to submit a plan for approval. City Clerk [Allison Layton](#) clarified that the improvements have to be completed within two years.

Jeff also updating that Order # 3 on the agenda, a \$1400 change order is in reference to the project "Constitution Park Trails Project, and went on to explain that the contractor had to be certified by the state to complete the trail, so that added cost to the project. Councilman Cioni asking about Order #6, Jeff replied that the property is being donated to the City. Mayor Morriss added in reference to the building a couple of options such as rehab or something being done with the street.

Councilman Furstenberg asked when the Constitution Park Trail Project will begin, Jeff responded that due to the certification delay it should be started within 60 days. Mayor Morriss added that he understood it to be spring or early summer.

II. Mayor and City Council Updates

Councilman Frazier mentioned that he attended the concert in the park and the nice crowd that attended. It was a free day at the pool from the Sheriff's Office and it was packed with almost 900 people. Eugene also reminding everyone that the Levitt AMP concert series would be tomorrow at 7:00 p.m. at Hoffman Park in Frostburg with gates opening at 6:30 p.m. and the show beginning at 7:00 p.m. The band playing is Airshow, next week they will return to Cumberland.

Jimmy added that he enjoyed the MML Conference and it was good to see other cities having the same issues as well. Rock asked if everything has been sorted out on Washington Street for the 4th of July, Jeff answered that M&CC was aware of it and received the application but forgot to inform the City. The City ordinance calls for 30 days prior to an activity to plan for staffing especially during a holiday weekend. Mayor Morriss added that just because an event always takes place, that does not take away from the need of a permit. Rock added that donations will be accepted at the Washington Street event for the town clock. Eugene mentioned the Kidney Transplant Walk at Allegany College and that a good bit of money was raised and that all of the money that is raised would stay in Cumberland for patients in need of a transplant.

Rock mentioned that he was happy the park handled intros nicely in an effort to solicit more members. Moving forward hoping that more can be done for the Parks and Recreation Department.

Councilwoman Marchini added that she enjoyed MML and how helpful it was and also that the meeting with the construction company for the updates on Baltimore Street went well and the committee planning the opening has been meeting. Laurie also added that she had spent most of the day on Baltimore Street on Friday and was able to take a tour of Meg Romero studios and see what the facade grant has done for them as well as the other buildings that have benefited from the facade grant. Mayor Morriss mentioned that before and after pictures of the projects should be taken so people can see what all was done. Laurie responded that due to it being in a Historic district, Ruth Davis-Rogers would have taken pictures.

Mayor Morriss wrapped up by highlighting the MML conference and how informative the classes were and how beneficial it was to be able to network with other municipality leaders in the state and compare knowledge on how they resolve issues. The secretary roundtables were excellent as well. Governor Moore made a great opening speech and it was great to hear from him.

Mayor Morriss mentioned the Pride festival downtown that he and Eugene attended on Sunday, mentioning the amount of people in attendance. Adding that this is the 7th year and that the turnout has increased every year. Heidi Gardner and Jackie McKenzie have done a great job with planning the festival.

Mayor Morriss reminded everyone that the Levitt AMP series would be in Frostburg tomorrow night at Hoffman Park and that the City's fireworks display would be on Thursday night. Farmer's Market will continue on Thursdays.

Jeff reminded everyone of the delayed opening of City Hall to July 15, 2024 due to the ongoing construction in the building for upgraded HVAC.

Jimmy updated on the event center opening on Virginia Avenue on July 17 or 18, 2024.

Mayor Morriss adding that looking in to Virginia Avenue as a second business district with the facade money that was applied for, would help revitalize the South side of the City.

Adjourn: 5:56 p.m.



Mayor and City Council of Cumberland

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

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

MINUTES

M&CC Regular Public Meeting
Allegany Museum, 3 Pershing Street

DATE: July 2, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Laurie P. Marchini
President Raymond M. Morriss, President

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief; Media Representatives

IV. Statement of Closed Meeting

On June 11, 2024, the Mayor and City Council met in closed session at 4:30 p.m. in the Second Floor Conference Room of the Allegany Museum at 3 Pershing Street to discuss the development of parcels on the former Memorial Hospital site and to receive legal advice regarding the same. Authority to close the session is provided by Sections 3-305(b)(4) and (7) of the General Provisions Article of the Annotated Code of Maryland.

V. Approval of Minutes

Motion to approve the minutes was made by Council Member Marchini, seconded by Council Member Cioni, and was passed on a vote of 5-0.

Approval of the Closed, Work and Regular Session Minutes from June 18, 2024

Public Comments - Agenda Items Only

No Public comments

All public comments are limited to 5 minutes per person

VI. New Business

(A) Ordinances

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve each order was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

1. **Ordinance 3985** (*1st reading*) - authorizing the execution of (1) a contract for exchange of real estate for the exchange of certain surplus real property owned by the Mayor and City Council of Cumberland located at 454 Goethe Street for the real property owned by James W. Wormack and Joyce E. Wormack at 415 Central Avenue, (2) a deed for the purpose of conveying the property and (3) such supplemental documents as may be required to affect the transaction

FIRST READING: Motion to approve the first reading and table until next meeting was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

2. **Ordinance 3986** (*1st reading*) - authorizing the transfer of three parcels of real property located at 406, 410 RR and 412 Goethe Street to Dawn Hite for the purchase price of \$300

FIRST READING: Motion to approve the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

3. **Ordinance 3987** (*1st reading*) - authorizing the transfer of the parcel of real property located at 469 Goethe Street to Justin Lamp for the purchase price of \$500

FIRST READING: Motion to approve the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

4. **Ordinance 3988** (*1st reading*) - authorizing the transfer of the parcel of real property located at 111 South Street to Covenant Keeper, Inc. for the purchase price of \$2,150

FIRST READING: Motion to approve the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

5. **Ordinance 3989** (*1st reading*) - authorizing the transfer of the parcel of real property located at 526 Broadway Circle to James and Terry Froelich for the purchase price of \$2,001

FIRST READING: Motion to approve the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

6. **Ordinance 3990** (*1st reading*) - authorizing the transfer of the parcel of real property located at 424 Goethe Street to Jonathan Pressman for the purchase price of \$7,000

FIRST READING: Motion to approve the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. **Motion** to accept each item was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

Motion to accept Order 27,499 was made by Council Member Marchini, seconded by Council Member Furstenberg, and was passed on a vote of 4-0

1. **Order 27,492** - authorizing the contract renewal with Link Computer Corporation for the renewal of the Muni Link Utility Billing System for a one-year term beginning July 1, 2024 in the amount not to exceed \$46,029.12
2. **Order 27,493** - authorizing the City Administrator to approve Change Order No. 2 to City Project "Operation and Maintenance of the Heat Drying Facilities for Sludge Processing", through New England Fertilizer Company (NEFCO), in the increased amount of \$245,000 to inform and update the yearly cost of the 15-year contract to its current pricing of \$1,250,000

3. **Order 27,494** - authorizing the City Administrator to approve Change Order No. 1 to City Project “Constitution Park Trails Project” (2022-32-RECR), in the increased amount of \$1,425 to cover additional Administrative Fees and Insurance, bringing the new contract value to \$379,761.82
4. **Order 27,495** - authorizing the City Administrator to execute Change Order No. 3 with Triton Construction for additional tree removals, excavation, replacement of collapsed sewer lines and relocation of existing water service line for the Baltimore Street Access Project (City Project 12-16-M), in the amount of \$120,225.94, bringing the new contract value to \$14,902,660.94
5. **Order 27,496** - authorizing the City Administrator to execute Change Order No. 2, with Harbel, Inc. due to the need for additional concrete repair discovered after the project began, for the repair of Bridge A-C-01 McMullen Bridge (City Project 18-16-BR), in an increased amount of \$23,933.78, bringing the total contract price not to exceed \$526,888.31
6. **Order 27,497** - executing a donation agreement between the Mayor and City Council and Matthew J. Hunt, for the donation of the parcel of real property at 212 Baltimore Street and the improvements thereon, if any, to the City
7. **Order 27,498** - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000 when added to the community groups detailed in Order 27,499 also dated July 2, 2024
8. **Order 27,499** - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000 when added to the community groups detailed in Order 27,498 also dated July 2, 2024
9. **Order 27,500** - authorizing the execution of an Outdoor Dining Lease Agreement with Coney Island Lunch, Inc. DBA Curtis Coney Island Famous Weiners for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective July 1, 2024 through October 31, 2025

Mayor Morriss stated that he would be abstaining from voting on Order 27,499 due to his position on the board for the Canal Place and the Allegany County Museum.

VII. Public Comments

Dana Tinnen signed up but passed

All public comments are limited to 5 minutes per person

VIII. Adjournment

With no further business at hand, the meeting adjourned at 6:34 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

Allegany Museum, 3 Pershing Street, Cumberland, MD 21502

2nd Floor Conference Room

Tuesday, June 11, 2024; 4:30 p.m.

On June 11, 2024, the Mayor and City Council met in closed session at 4:30 p.m. in the Second Floor Conference Room of the Allegany Museum at 3 Pershing Street to discuss the development of parcels on the former Memorial Hospital site and to receive legal advice regarding the same. Authority to close the session is provided by Sections 3-305(b)(4) and (7) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Marchini seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Jimmy Furstenberg, and Laurie Marchini

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Michael S. Cohen, City Solicitor, Matt Miller, CEDC Executive Director and Stu Czapski, CEDC Economic Development Specialist



Mayor and City Council of Cumberland

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

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

2nd Floor Conference Room
Allegany Museum
3 Pershing Street
Cumberland, MD 21502

Tuesday, June 11, 2024, 5:00 p.m.

PRESENT: Mayor Raymond M. Morriss; Council Members Rock Cioni, Jimmy Furstenberg, and Laurie Marchini. Councilman Eugene Frazier was absent.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Matt Miller, Executive Director, CEDC, Stu Czapski, Economic Development Specialist, CEDC

Media: Greg Larry, Cumberland Times-News
Kathy Cornwell, WCBC Radio
Hannah Fout, WCBC Radio

I. UPDATE ON PHASE 2 OF THE DOWNTOWN SURVEILLANCE PROJECT

Matt Miller began the meeting by updating the council members of the downtown surveillance project and that the work for phase 2 has begun and is nearing completion. The phase consisted of the addition of 3 additional camera pods at 60 Pershing Street as well as the front and back of 49 N. Centre Street. Each pod contains 3 cameras offering a 270-degree viewing angle of its location. Phase 2 is looking to be completed and live by next week. The camera at 49 N. Centre Street will cover the end of that block as well as Frederick Street and the back of Rose's plaza. The camera on the backside will get Butler Alley and the other half of Rose's plaza. The camera at 60 Pershing Street will provide coverage of the parking lot and will provide both points of ingress and egress of the area. Bringing the total to 42 cameras and 14 pods.

II. Update on the Downtown Comprehensive Investment Program

Stu updated that Phase 1 which is the façade, now has 13 projects complete. Of \$400K we have dispersed just under \$215K and the rest are progressing nicely. Several are waiting for

the construction project to be a little further along. We are giving them until the end of this calendar year, if not we will work with them. A lot of the big projects have been done. Councilmen Cioni asked for a list of the projects and Stu advised that they would send out a press release with the information.

Phase 2 is the residential grant, no changes since the last meeting. There are 7 total properties, 1 is complete and another in progress. A few more coming along but have not gotten to 50% yet for reimbursement.

Phase 3, the business attraction grant is moving along with 11 business in progress. 1 has met the criteria completely and has received 2 of their 5 disbursements. We have disbursed \$1K out of the \$30K. Council woman Marchini asked how many they are anticipating for the attraction. Stu explained that we are doing \$500/ month for 6 months, for a total of \$3K per business and their rent must be at least \$800/ month. There are 10 spots that can be filled pending qualifications are met and the business is in the primary district.

Matt added that an important component is the job creation stipulation, requiring the recipient to provide us the payroll so they cannot collect on a employee who is no longer working for them. The CEDC is working on a monthly basis with the recipient providing the required information for the reimbursement. Stu added that they have a copy of their leases, payroll reports and a copy of their reimbursements. Marchini asking how many hours the business is required to be open, Stu advised 40 hours per week, which has been a challenge with the construction. Marchini asked how many employees they are required, Matt advised 3 full time or 6 part time or any combination therein, we will get M&CC a list with this information.

General CEDC Business Update:

Matt updated the council that the CEDC has recently applied for 3 grant opportunities – Project Restore 2.0 – Neighborhood Safety – Rocky Gap VLT Program. Stu applied for the Project Restore 2.0 so I will let him give an overview of what our application looks like. Stu updating that we had to identify sites within the zone targeted for development. Working closely with Melinda Kelleher, Downtown Development Commission, we identified 5-6 properties that were ready for development in the primary business district and she applied for some as well so we could get the most properties with the money, we applied for the max which was \$300K. The DDC applied on behalf of the M&CC for \$300K. We will not hear the amount awarded if anything until the end of June. We targeted that we could come up with the plan to develop those empty sites with focus on expenses such as buildout, equipment and fixtures, in which the reimbursement would help with that.

Neighborhood Safety Grant:

Matt updated that this would be phase 3 of the ongoing efforts to increase public safety throughout the city by including camera coverage of the Queen City Blvd underpass, new equipment for the Command center and the purchase of a mobile surveillance trailer that can be quickly dispatched anywhere in the city while be remotely monitored. The trailer can be used at special events that do not have camera networks, parking areas with problematic concerns as well as construction sites and is operated off of cellular data, comes with a telescopic pole that reaches 20-30 feet with 2-3 cameras on top of it to cast a large area of coverage. The trailers are equipped with loud speakers and lights and have the capability to issue an alert that they are being watched as well as a Motion Detection to alert people that

the camera has detected them. The last area of interest that we would like to provide coverage is the Queen City underpass if we are able to obtain funding.

Another area would be to update their internal command center. The monitors they are currently using are not ideal. They have received a quote for a mounting bracket that would suspend from the ceiling and display 6, 42' monitors, which would give them the ability to watch every camera in real time throughout the city. Instead of currently having to flip from one monitor to another. Councilman Cioni raised the concern that with all the money involved that it may be obsolete by the time is installed. Matt responded that the cameras do not change it would just be the software that would need updated which requires is a subscription. We were able to dodge a lot of that cost by building that in to the grant and we did our best to integrate that in to the city's current system Keystone. Total for the entire project \$240K.

Matt concluded that they applied for the Rocky Gap VLT fund and explained that a percentage of revenue that is generated through the slot machines is put in a pot for funding used for grants. If awarded, this would fund a comprehensive marketing effort of all current and future CEDC projects and successes, in addition it would highlight the revision of Baltimore Street while raising awareness and providing marketing resources to businesses. The funds would enable the CEDC to tell the success story of the city of Cumberland, collaborate with tourism, continue to generate positive outlook for the city and lastly attract new business. It is an area of interest that we have always fallen short of with marketing and PR, we have never had adequate funding in my opinion to allocate towards this effort, so this would provide an opportunity through the program to fund the effort. We have really fallen short of selling our successes to the public as well as outside of the city. Baltimore Street is right on the cusp of completion and we want to showcase that to the community as well as the region throughout the state, it is going to be a crown jewel and something to be proud of. So that is why it is really important to have the funds to put behind the project. Cioni asked if the money was coming through the county, Matt confirmed this is true and stating that there is a board comprised of county and delegation and Rocky Gap representation that allocates the funds.

Greg Larry asked about the Memorial Hospital project. Matt responded that from the CEDC standpoint we are still under contract, working with RAZ to formulate some answers. Larry clarified no decision to re-bid? Matt responded not at this point.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:27 p.m.
Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____

File Attachments for Item:

. Resolution R2024-04 (*1 reading only*) - A resolution of the Mayor and City Council of Cumberland adopting the 2024 Allegany County Hazard Mitigation Plan as the City of Cumberland 2024 Hazard Mitigation Plan

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION No. **R2024-04**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND
ADOPTING THE 2024 ALLEGANY COUNTY HAZARD MITIGATION PLAN AS THE
CITY OF CUMBERLAND 2024 HAZARD MITIGATION PLAN

- WHEREAS,** THE CITY OF CUMBERLAND, A MUNICIPALITY of Allegany County recognizes the federal Disaster Act of 2000 requiring that all States and local jurisdictions develop, submit, and update hazard mitigation plans that may reduce the impacts of hazards; and
- WHEREAS,** an adopted hazard mitigation plan is required as a condition of future federal funding for hazard mitigation projects; and
- WHEREAS,** the City of Cumberland participated in the planning process along with other units of local government within the County to prepare the 2024 ALLEGANY COUNTY HAZARD MITIGATION PLAN;

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Cumberland hereby adopts the 2024 ALLEGANY COUNTY HAZARD MITIGATION PLAN as an official plan; and

BE IT FURTHER RESOLVED THAT, the Allegany County Department of Emergency Services is authorized to submit on behalf of the participating municipalities the adopted 2024 ALLEGANY COUNTY HAZARD MITIGATION PLAN to the Federal Emergency Management Agency for final review and approval.

*Given under our Hands and Seals this 16th day of July, 2024, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.*

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

One Independence Mall
615 Chestnut Street, 6th floor
Philadelphia, PA 19106-4404



FEMA

April 18, 2024

Caitlin Whiteleather
State Hazard Mitigation Officer
Maryland Department of Emergency Management
5401 Rue Saint Lo Drive
Reisterstown, Maryland 21136

Dear Caitlin Whiteleather:

FEMA has reviewed the Allegany County Hazard Mitigation Plan (HMP), based on standards in Title 44 of the Code of Federal Regulations, Part 201. The items reviewed address the planning process, hazard identification and risk assessment, mitigation strategies, and plan maintenance. The plan received a “satisfactory” rating on all required criteria. It is Approvable Pending Adoption (APA) as of April 18, 2024.

Prior to final approval, each jurisdiction that took part in the Allegany County HMP must send FEMA a resolution of adoption. Also note, each plan participant must adopt within **one year** of the APA date. Plan participants that adopt the plan after one year must validate that their information in the plan remains current. If it is not, they must make the necessary updates before submitting the adoption resolution to FEMA.

I commend you for your continued commitment to reducing future disaster losses. If you have questions, please contact me at (215) 931-5532.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Wolfe".

Sarah Wolfe, Branch Chief
Floodplain Management and Insurance Branch
FEMA Region 3

Enclosure

cc: Jesse Delph, Hazard Mitigation Project Officer, MDEM
Marcia Barben, Hazard Mitigation Project Officer, MDEM
Bridget Cantwell, Hazard Mitigation Specialist, MDEM
Carrie Hughes, Chief, Allegany County Department of Emergency Services

Region 3 Local Mitigation Plan Review Tool Annex: Recommendations for Improvement

Jurisdiction: Allegany County	Title of Plan: Allegany County Hazard Mitigation Plan	Date of Plan: 2023
 Element A: Planning Process		
☐	Promote open, equitable, and inclusive public awareness of the hazard mitigation plan. Continue to seek public comment through social mediaonline outreach.	
☐	Create and annually disseminate this plan's Executive Summary to citizens, elected officials, and the media.	
☐	Expand the planning team to include a broad range of stakeholders. These can include the following: • Watershed organizations. • Business owners. • Regional planning councils. • Conservation districts. • Academia. • Utility providers. • Organization representing underserved community and socially vulnerable populations. They can also include any other partners who can help with mitigation implementation and community outreach.	



FEMA

☐	Continue to reach out to the local media to increase public knowledge and participation.
☐	Standardize long-term monitoring of hazard-related activities. Add mitigation values to community officials' roles. Keep momentum through engagement during the five-year planning cycle. Share reviews with the state and FEMA for training, funding, and mitigation actions.
☐	Document the annual plan review meetings that should occur over the next five-year planning cycle. You can add sign-in sheets, agendas, meeting minutes, and progress reports to an appendix.
☐	Add the mitigation strategy into current local planning mechanisms; document how this was done. Use the Plan Integration: Linking Local Planning Efforts document to learn how to link local planning mechanisms. You should add the mitigation strategy to the local comprehensive plan. It should inform land use and development.
 Element B: Hazard Identification and Risk Assessment	
☐	Compare National Flood Insurance Program (NFIP) Insurance Policies in Force with insurable structures in the Special Flood Hazard Area (SFHA). This should be done to analyze flood insurance coverage.
☐	Collect and integrate more detailed jurisdiction-specific asset data for each asset type below into the plan for at least each natural hazard. Ensure that the plan's vulnerability summary of each natural hazard clearly identifies which of the assets below are most vulnerable by jurisdiction. • People (including underserved communities and socially vulnerable populations). • Structures (including facilities, lifelines and critical infrastructure). • Systems (including networks and capabilities). • Natural, historic, and cultural resources. • Activities that have value to the community."

☐	Consider using the FEMA Resilience Analysis and Planning Tool (RAPT) to overlay nationally available data layers or import County or State data layers, then integrate a clear image of each map into the plan to help depict the exposure of specific vulnerable assets. The RAPT Resource Center provides a quick guide and tips for using the tool.
☐	Add and document new data you obtain or develop to the next plan update. Mitigation grant applications can use vulnerable structure data (i.e., lowest floor elevation, value, building materials) and similar information. Be sure to document more than one data set (i.e., TEIF vs. Hazus).
☐	Consider using Non-Regulatory Flood Risk Products (NRFRPs). These should help to establish opportunities to speak with local officials. They can help you learn more about specific structures' vulnerabilities within the planning area. They can also point out potential chances for mitigation.
☐	Find gaps or inaccuracies in existing data. These can include natural hazards data, GIS mapping, and research on successful risk reduction methods. Act to fill those gaps. Public agencies are key resources for data and technical information. They include regional planning agencies, geological surveys, forestry divisions, emergency management offices, dam safety agencies, and weather service offices. They can be at the regional, state, and federal government levels. Online resources can also be used for hazard data. The National Climatic Data Center (part of NOAA) is one such resource.
☐	Continue to analyze and account for potential effects of future conditions. These could be changes in population, land use, weather, and natural disaster frequency and severity. Include details about how changing conditions could affect long-term community resilience.
☐	Consider profiling more hazards. These could be based on the state hazard mitigation plan or other identified risks.
 Element C: Mitigation Strategy	
☐	Further detail how each community manages the NFIP. Each should comply with the local floodplain ordinance. Each floodplain manager should fill out the NFIP survey / worksheet . The survey will help identify how their communities comply with floodplain requirements and regulations.
☐	Increase community-level interactions and risk-based discussions. Improve descriptions and connections between the outcome of the risk assessment/vulnerability analysis with NRFRPs and the mitigation strategy. Content should flow from problem identification (risk/vulnerability) to mitigation strategy (goals/objectives/actions).

☐	Continue to use the four overarching hazard mitigation techniques. They are: • Local Plans and Regulations. • Structure and Infrastructure. • Natural Systems Protection. • Education and Awareness. Make sure the mitigation action plan includes actions that fall under all four groups. This will help you achieve a more robust mitigation strategy.	
☐	Further detail why some mitigation actions could not be done. Reasons could relate to funding, staffing, politics, and more. This helps document obstacles to successful implementation.	
Element D: Plan Review, Evaluation, and Implementation		
☐	Use the Five-Year Planning Wheel. It reflects the regular development, implementation, and enhancement of your hazard mitigation plan.	
☐	Submit annual progress reviews. Plan talks with the state and FEMA.	
☐	Review the Local Mitigation Planning Policy Guide. It will show you programmatic changes since the approval of your plan.	
☐	Reach out to your State Hazard Mitigation Planner 36 months from your plan's expiration date. That way, you can start the scope of work for your next update.	



Seek out an opportunity with the State/FEMA to participate in a Plan Implementation and Grants Development (PIGD) Workshop over the next 5 years.



Additional Comments

☐	To improve the description and analysis of high hazard potential dams (HHPD) related risks, add content to the plan further elaborating on the Potential cascading impacts of storms, seismic events, landslides, wildfires, etc. on dams that might affect upstream and downstream flooding potential. Specifically, elaborate on how natural hazards in addition to storms and flooding (such as soil movement/landslides, earthquakes, and wildfires) effect dam-related flooding.
☐	To improve the description and analysis of high hazard potential dams (HHPD) related risks, consider adding the following to the plan: • Documentation summarizing structural integrity issues (such as seepage or erosion) related to specific HHPDs. • Inspection results that describe dam-related deficiencies that could be addressed by specific mitigation actions within the HMP (for instance a mitigation action to develop a dam-related data system, rehabilitate a specific dam, or more). • Condition assessments or reports that speak to dam specific deficiencies such as an undersized dam spillway relative to the dam's intended design flood.

File Attachments for Item:

. Order 27,501 - approving the fuel contract for Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc., DBA Bedford Valley Petroleum and Propane in the not to exceed amount of \$285,000, piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c)

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

ORDER NO. 27,501

DATE: July 16, 2024

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

THAT, the Allegany County Commissioners' fuel contract of Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc., (dba Bedford Valley Petroleum and Propane) 1 East Potomac Street, Cumberland, MD, 21502, be and is hereby accepted in the not to exceed amount of Two Hundred Eighty Five Thousand Dollars and No Cents (\$285,000.00); and

BE IT FURTHER ORDERED, that the City of Cumberland will be piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c).

Raymond M. Morriss, Mayor

Budget Codes:

001.141.03 – Inventory Gasoline, \$220,000.00

001.141.04 – Inventory Diesel, \$65,000.00

Council Agenda Summary

Meeting Date: July 16, 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the County Commissioners of Allegany County, MD fuel contract of Unleaded Gasoline and Diesel Fuel from Stuck Enterprises, Inc. (DBA as Bedford Valley Petroleum & Propane), 1 E Potomac St, Cumberland, MD 21502 for an amount not to exceed \$285,000.

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

Requesting an order to accept the County Commissioners of Allegany County, MD fuel contract of Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc. (DBA as Bedford Valley Petroleum & Propane), for an amount not to exceed \$285,000. We will be piggybacking off of the County Commissioners of Allegany County, Maryland Contract. This is in accordance with the City Code Section 2-171 (c) – Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$285,000

Budget number:

001.141.03 (Inventory Gasoline) \$220,000

001.141.04 (Inventory Diesel) \$65,000

Grant, bond, etc. reference:

N/A

FUEL BID PROPOSAL SHEET (v. 6/4/24)

Business Name: Bedford Valley Petroleum + Propane
 Contact Person: Ryan Vance Title: COO
 Address: 1. E. Potomac St Cumberland MD 21502
 Phone: 724-998-5473 Fax: 724-852-1798
 Email: rvance@jacobspectra.com

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

Bedford Valley Petroleum + Propane
 Business Name

[Signature]
 Signature

Tank Wagon Deliveries

	Fuel Type	A Average Morning/10AM Altoona OPIS Rack Price 6/4/24	B Markup (4 Decimal Places)	C Bid Price A + B	D Estimated Quantity Gallons	E Total C x D
1	Unleaded Gasoline (including State tax)	<u>2.3742 - op's Avg</u> <u>.42 - MD Tax</u> <u>2.8942</u>	<u>.045</u>	<u>2.8892</u>	164,200	<u>\$ 474,406.64</u>
2	Ultra Low Sulfur Diesel Fuel (excluding all taxes)	<u>2.3272 - op's Avg</u>	<u>.045</u>	<u>2.3722</u>	164,150	<u>\$ 389,396.63</u>
	Grand Total (Total 1 + Total 2)					<u>\$ 863,803.27</u>

Basis of Award: Contract will be awarded based on lowest Grand Total submitted by a responsive, responsible bidder, taking into account local bid preference, as required.

Fuel Additives, Dyes, Federal and State Fees:

1. HPFI Additive: \$.03 per gallon
2. Winter Additive EC-1: \$.03 per gallon
3. Federal Oil Spill Fee: \$.00628 per gallon - gas & diesel
4. Federal LUST: \$.001 per gallon - only on dyed diesel
5. MD State Motor Fuel: \$.47-gal per gallon
6. Md Oil Transfer Fee: \$ N/A per gallon

Notes: We take transfer fee into account with the price.

Name of fuel source: Husky Marketing

Address of fuel source: 664 Burns Ave Alltown PA 16601

Contact Person: Brad Neff

Phone No.: 814-946-7089 Fax No.: 814-946-7090

Request for Local Bid Preference

Bedford Valley Petroleum maintains a bonafide place of business located in
(Vendor Name)

Allegany County, Maryland for the manufacture or processing of the commodities on which the bid is submitted and in the case of a corporation, is duly qualified to do business and is in good standing under laws of the State of Maryland. As such, we hereby request local preference of 5% on the following project under Allegany County Code Section 38-8. (Note: Commodities include supplies, materials, equipment, contractual services, engineering services or any other article or thing used by or furnished to the County under this bid procurement.)

Project Description: Fuel Distribution

License Number: 10308-Gas / 30480-Diesel

Vendor:

Bedford Valley Petroleum

By

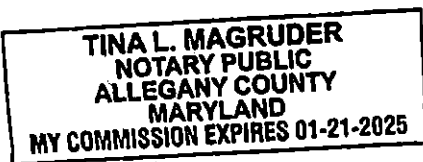
Name Ryan Vance / Matthew Armstrongs
(please type)

Allegany County Address:

1 E. Potomac St.

Cumberland MD 21502

Phone: 301-722-6080



(Seal)

Attest

Tina L. Magruder

Name TINA L. Magruder

(please type)

Title Notary Public

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Agenda for the Public Meeting held on June 13, 2024:

Awarded FY2025 unleaded gasoline & ultra low sulfur diesel to Stuck Enterprises, Inc. (DBA as Bedford Valley Petroleum & Propane), 1 E Potomac St, Cumberland, MD 21502 in the amount of \$863,803.27.

VOTE:

yes yes yes
DJC CVB WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Samantha L. Logsdon, Clerk to the County Commissioners, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on the 13th day of June in the year 2024.

BY: Samantha L. Logsdon
Samantha L. Logsdon,
Clerk to the County Commissioners

SEAL

Dept.: Public Works - Roads
Account No.: 1465
Contact Person: Daniel S. DeWitt, P.E.

File Attachments for Item:

. Order 27,502 - authorizing the City of Cumberland's lawyers to accept the Kroger settlement in the opioid multi-district litigation

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

ORDER NO. 27,502

DATE: July 16, 2024

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

THAT, the City of Cumberland's lawyers are authorized to accept the Kroger settlement in the opioid multi-district litigation.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,503 - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY25 for property, general and excess liability, police legal liability, auto comprehensive and liability, and equipment breakdown for the amount not to exceed \$438,456

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

ORDER NO. 27,503

DATE: July 16, 2024

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

THAT, the proposal from Local Government Insurance Trust (LGIT), 7225 Parkway Drive, Hanover, MD 21076, to provide the following insurance coverages be and is hereby accepted:

Property	\$261,210.00
General Liability	28,037.00
Police Legal Liability	42,393.00
Auto	108,585.00
Excess Liability	12,433.00
Equipment Breakdown	4,003.00
• Subtotal	\$456,661.00
Less Stabilization Credits	(18,205.00)
• Total	<u>\$438,456.00</u>

Raymond M. Morriss, Mayor



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

Dear Member,

We are pleased to enclose your FY 2025 Initial Issue Package including your renewal invoice, declaration pages, special endorsements, schedules, MVA certificates for newly added vehicles, summary of coverage changes, and boiler plate policies. These documents are also available on the LGIT Member Portal under your Documents tab.

Your invoice will also be mailed separately to the billing contact and may include up to six discounts and credits for (1) Longevity, (2) Membership, (3) Equipment Breakdown & Cyber, (4) Excess Liability, (5) Loss Control, (6) Primary Liability Rate Stabilization.

Additionally, we are pleased to report that your FY 2025 policy includes the following value-added (FREE) coverages:

- **Equipment Breakdown** with a \$10,000 deductible including Maryland required jurisdictional inspections (lower deductibles available for additional premium)
- **Excess Liability** with a \$1,000,000 limit of liability
- **Cyber Insurance Program (Data Breach)** with a \$2,000,000 annual aggregate limit

Please feel free to contact us with any questions and thank you for allowing us to continue providing you with specialized coverages and services for Maryland local governments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Soderstrom".

Scott Soderstrom CPCU, ARM-P, ARM-E
Director, Underwriting Services



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
Allison Layton
City Clerk
57 North Liberty St.
Cumberland, MD 21501

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

INVOICE DATE: 7/1/2024
INVOICE #: 124162

DUE DATE: 8/2/2024
CUSTOMER #: 232500

ISSUE DATE OF COVERAGE: 7/1/2024

EXP. DATE OF COVERAGE: 7/1/2025

FY2025 INVOICE

DESCRIPTION	CHARGES
Property	261,210.00
General Liability	28,037.00
Police Legal Liability (Claims Made Basis)	42,393.00
Auto	108,585.00
Excess Liability above \$1M Primary Liability	12,433.00
Equipment Breakdown	4,003.00
Subtotal:	\$456,661.00
Less FY25 Credits:	
Equipment Breakdown and Cyber Credit	(12,457.00)
Primary Rate Stabilization Credit	(5,748.00)
Total:	\$438,456.00

The following discounts have already been applied to this invoice:

Longevity discount amount applied to primary liability products	5,774
Membership discount amount applied to primary liability products	5,888
Excess Liability discount amount applied for free 1st \$1 million layer	9,023
Total:	\$20,685

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

File Attachments for Item:

. Order 27,504 - accepting the proposal from Long View Systems Corporation USA for software and services to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems, in the amount not to exceed \$52,122.87

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

ORDER NO. 27,504

DATE: July 16, 2024

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

THAT, the proposal from Long View Systems Corporation USA, 555 17th Street, Suite 600, Denver CO 80202, for software and services to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems, in the amount not to exceed Fifty Two Thousand One Hundred Twenty Two Dollars and Eighty Seven Cents (\$52,122.87) be and is hereby accepted.

Raymond M. Morriss, Mayor

Quotes Received:

Company	Cost
Long View Systems Corporation	\$52,122.87
CDW-G	\$60,927.52
SHI	\$61,568.38

Budget: 001.034.48201

Council Agenda Summary

Meeting Date: July 2024

Key Staff Contact: Chip Watkins

Item Title: Upgrade to Tenable One for OT/IT Cyber Monitoring

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

This is a request to purchase software and services for a total amount of \$52,122.87 from Long View Systems. This purchase is to enhance the cybersecurity monitoring and system patching of our existing OT Tenable systems as well as to add the rest of the Cities IT network in for more detailed cyber monitoring. This system was included in our plans to be compliant with the state of Maryland Minimum requirements. This was included in the overall IT requests for 2025 fiscal year funding. 3 bids were received and Long View was the best price award. This includes support and all applicable licenses.

Amount of Award: \$52,122.87

Budget number: 001.034 48201

Grant, bond, etc. reference:



QUOTE

Long View Systems Corporation USA

555 - 17th Street, Suite 600
Denver, CO 80202

Phone: 303.729.2200 | Fax: 303.292.2218 | Toll Free: 1.866.515.6900

Account Manager : Steve Griffin

Email : Steve.Griffin@lvs1.com

Phone : (214) 709-1928

Inside Rep : Wendy Mok

Email : wendy.mok@lvs1.com

Quote: 46354

Quote Date: Jun 28, 2024

Quote Expiry: Jul 29, 2024

Page: 1/1

Bill To:

Mayor & City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
Attn: Sarah Gyger
Email: accounts.payable@cumberlandmd.gov
Phone: (301) 759-6403

Ship To:

Mayor & City of Cumberland
57 N Liberty Street
Cumberland, MD 21502
Attn: Chip Watkins
Email: Chip.Watkins@cumberlandmd.gov
Phone: (301) 759-6403

Part Number	Description	Qty	Unit Price	Extended Price
***	Tenable Licenses - 1 Year CID: 477767	1	\$0.00	\$0.00
TIO-EP	Tenable One Standard - Assets: 1000 This is a credit for Tenable.io Vulnerability Management Educational Program Pricing 100 Assets & 500 IP Bands. This credit is worth \$4,615.18	1	\$39,932.15	\$39,932.15
TONE-TSC-PLUS	Tenable One Security Center Plus Companion License - IP Bands: 500	1	\$0.00	\$0.00
TONE-OT	Tenable One OT Security Companion License - Assets: 100	1	\$0.00	\$0.00
TOT-TSC	Tenable.sc Companion License for Tenable.ot - IP Bands: 100	1	\$0.00	\$0.00
TOT-TSC-STNDC	Standard Tenable.sc Console for Tenable.ot	1	\$0.00	\$0.00
SVC-TAD-QS20-RMT	Quick Start Deploy Remote Implementation for Tenable.ad	1	\$5,541.24	\$5,541.24
SVC-TOT-HC-RMT	Health Check Remote for Tenable.ot - 1yr	1	\$6,649.48	\$6,649.48

Sub-Total: \$52,122.87

Sales Tax: *Applicable Sales and Use
tax will be calculated at
time of Invoice.

Total: \$52,122.87

Currency: USD

This document and the information contained herewith is confidential and cannot be provided to any parties other than Long View or persons employed by your organization without the express consent of Long View. Price and availability are subject to change and a restocking fee may be applied to returned goods. All goods are subject to the manufacturers' policies and warranties and all services are subject to the terms of the service provider. Long View makes no representations or warranties about any goods or services quoted herein. For additional information, please contact us at <http://www.longviewsystems.com/contact> or toll free at 1 (866) 515-6900. Payment by VISA or MasterCard will incur a 3% surcharge (plus tax) to be added to the invoice total. Applicable Sales and Use taxes will be calculated at time of invoice.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JOHNNA BYERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NXZF892	6/26/2024	NXZF892	1275425	\$60,927.52

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Tenable.ep Mfg. Part#: TIO-EP Electronic distribution - NO MEDIA Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04 (022-G)	1	6444759	\$48,747.77	\$48,747.77
TENABLE ONE SEC CENTER PLUS LIC Mfg. Part#: TONE-TSC-PLUS Electronic distribution - NO MEDIA Contract: MARKET	1	7450474	\$0.00	\$0.00
TENABLE ONE OT SEC COMPANION Mfg. Part#: TONE-OT Electronic distribution - NO MEDIA Contract: MARKET	1	7719955	\$0.00	\$0.00
TENABLE T.SC COMPANION F TOT LCD Mfg. Part#: TOT-TSC Electronic distribution - NO MEDIA Contract: MARKET	1	7288398	\$0.00	\$0.00
TENABLE T.SC CONSOLE F TOT CLD Mfg. Part#: TOT-TSC-STNDC Electronic distribution - NO MEDIA Contract: MARKET	1	7288401	\$0.00	\$0.00
Tenable Quick Start Deploy - remote implementation - for Tenable Active Dir Mfg. Part#: SVC-TAD-QS20-RMT Electronic distribution - NO MEDIA	1	6543989	\$5,536.25	\$5,536.25

QUOTE DETAILS (CONT.)

Contract: Keystone Purchasing Network 022-G/KPN-A-202112-04
(022-G)

[Health Check Remote for Tenable.ot - 1yr](#)

1

NEW-ITEM

\$6,643.50

\$6,643.50

Mfg. Part#: SVC-TOT-HC-RMT

Contract: Standard Pricing

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL \$60,927.52

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$60,927.52**

PURCHASER BILLING INFO**Billing Address:**

CITY OF CUMBERLAND
ACCTS PAYABLE
57 N LIBERTY ST
CUMBERLAND, MD 21502-2331
Phone: (301) 722-2000

Payment Terms: Request Terms

DELIVER TO**Shipping Address:**

CITY OF CUMBERLAND
JOHNNA BYERS
57 N LIBERTY ST
CUMBERLAND, MD 21502-2331
Phone: (301) 722-2000

Shipping Method: UPS Ground (2 - 3 day)

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info**

Tyler Cowden | (866) 245-1795 | tyler.cowden@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$60,927.52	\$1,746.18/Month	\$60,927.52	\$1,996.59/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

Apple Terms and Conditions

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple. Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party. If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions: (i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at www.apple.com/legal/sales-support/applecare/os-reseller-support/; (ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and (iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

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Pricing Proposal
Quotation #: 25015238
Created On: 6/26/2024
Valid Until: 7/31/2024

MD-City of Cumberland

Chip Watkins

57 North Liberty Street
Cumberland, MD 21502
United States
Phone: 301-759-6407
Fax:
Email: chip.watkins@cumberlandmd.gov

Inside Account Executive

Alex Friedman

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Tenable.ep - 1yr Tenable - Part#: TIO-EP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: 12 months, 1000 assets.	1	\$49,299.94	\$49,299.94
2 Tenable One Security Center Plus Companion Tenable - Part#: TONE-TSC-PLUS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 477767 Note: 12 months, 500 IP Bands	1	\$0.00	\$0.00
3 Tenable One OT Security Companion License Tenable - Part#: TONE-OT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 477767 Note: 12 months, 100 assets	1	\$0.00	\$0.00
4 Tenable.sc Companion License for Tenable.ot Tenable - Part#: TOT-TSC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 477767 Note: 12 months, 100 IP Bands	1	\$0.00	\$0.00
5 Standard Tenable.sc Console for Tenable.ot Tenable - Part#: TOT-TSC-STNDC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 477767 Note: 12 months	1	\$0.00	\$0.00
6 Quick Start Deploy Remote Implementation for Tenable.ad Tenable - Part#: SVC-TAD-QS20-RMT Contract Name: Omnia Partners - IT Solutions	1	\$5,576.56	\$5,576.56

Contract #: 2018011-02
Serial #: 477767

7	Health Check Remote for Tenable.ot - 1yr Tenable - Part#: SVC-TOT-HC-RMT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 477767	1	\$6,691.88	\$6,691.88
			Total	\$61,568.38

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

File Attachments for Item:

. Order 27,505 - approving the agreement with Tyler Technologies, Inc. to provide time, attendance and advanced scheduling software and services for a 12 month period beginning in FY25 in the amount not to exceed \$30,000

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

ORDER NO: 27,505

DATE: July 16, 2024

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

THAT, the agreement from Tyler Technologies, Inc., 1 Tyler Drive, Yarmouth, ME 04096, to provide time, attendance and advanced scheduling software and services for a 12 month period beginning in FY25 in the amount not to exceed Thirty Thousand Dollars (\$30,000.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: July 8, 2024

Key Staff Contact: Mark Gandolfi, Johnna Byers

Item Title:

City of Cumberland – Timekeeping and Scheduling Software

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

An order approving an agreement with Tyler Technologies for timekeeping and scheduling software and services in the amount not to exceed \$30,000.

This integrated time and attendance software standardizes time, leave and scheduling by making the processes systematic, paperless, and centralized into a software that controls the process and workflow while electronically interfacing to the LOGOS HR/Payroll Software. It is accessed through timeclock, computer, or mobile phone to enter time, check schedules, request and approve leave, calculate overtime and minimum call back hours, request and approve shift changes for police and fire, and many other features. The City's existing badges have been tested and work with the time clocks.

This software reduces manual recordkeeping, reduces manual scheduling, reduces manual data entry, increases accountability, and provides electronic time tracking and scheduling. This system adds time clocks at the municipal service center and is anticipated to add time clocks to the wastewater and treatment plants. These time clocks allow for time entries to be electronically transferred to each employee's time record without a personal computer and can be used to complete leave requests and timecard submissions.

The software includes advanced scheduling for the Police and Fire Departments to manage the advanced scheduling complexities. Supervisors can manage and approve scheduled work shifts, time off requests, trade requests, court appearances, training, availability and more from a computer or mobile device. For the employee, virtually everything is visible and accessible from one electronic calendar. The fire department presently uses a ledger book to manually enter and track the schedules while the police department uses a computer program with limited capabilities.

The software is hosted by Tyler Technologies in a software as a service arrangement and is not hosted on the City of Cumberland servers.

Amount of Award: \$30,000

Budget number: 001.033 48201

Grant, bond, etc. reference: Not applicable



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Time/Attendance MCC agenda item

1 message

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Tue, Jul 9, 2024 at 11:24 AM

To: Ken Tressler <ken.tressler@cumberlandmd.gov>

Cc: Johnna Byers <johnna.byers@cumberlandmd.gov>, Allison Layton <allison.layton@cumberlandmd.gov>, Justin Lam <justin.lam@cumberlandmd.gov>

I approve.

On Tue, Jul 9, 2024 at 10:37 AM Ken Tressler <ken.tressler@cumberlandmd.gov> wrote:
Approved - I would like Mark to approve as well.

On Mon, Jul 8, 2024 at 3:13 PM Johnna Byers <johnna.byers@cumberlandmd.gov> wrote:
Allison,

With Ken's approval could you please add this to the upcoming MCC meeting agenda?

Mark prepared quite a detailed supporting document!

Thank you,

Johnna

--

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

File Attachments for Item:

. Order 27,506 - approving a change to the sole source proposal from Amazon Web Services, Inc. to provide server hosting and support services for FY24 with an increase of \$815.71, bringing the new not to exceed amount to \$36,815.71

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

ORDER NO. 27,506

DATE: July 16, 2024

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

THAT, a change to the sole source proposal from Amazon Web Services, Inc., P.O. Box 84023, Seattle, WA 98124-8423, to provide server hosting and support services for FY24 be and is hereby accepted with an increase of Eight Hundred Fifteen Dollars and Seventy One Sents (\$815.71) bringing the new not to exceed amount to Thirty-six Thousand Eight Hundred Fifteen Dollars and Seventy One Cents (\$36,815.71).

Raymond M. Morriss, Mayor

Budget: 001.033.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Change Order: FY 2024 Amazon Web Services

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

Last fiscal year (2024) IT requested an order for costs not to exceed \$36,000 to Amazon Web Services, for cloud based computing services. We have been using AWS for some of our virtual servers, including the Logos Finance/HR servers, two file storage servers, and other services since early 2019. Using AWS we can replicate data in different Amazon Availability Zones to achieve a highly reliable cloud infrastructure, optimize availability, and provide backup and disaster recovery services.

We received our last invoice for June 2024 and the total throws us over the “not to exceed” total by \$815.71. We request a change order to increase the amount to \$36,815.71.

It is budgeted in 001.033.48201

File Attachments for Item:

. Order 27,507 - authorizing the execution of a three year Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the International Association of Firefighters, AFL-CIO, Local #203, for the period of July 1, 2024 through June 30, 2027

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

ORDER NO. 27,507

DATE: July 16, 2024

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

THAT, the Mayor be and is hereby authorized to execute a three year Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the International Association of Firefighters, AFL-CIO, Local #203, for the period of July 1, 2024 through June 30, 2027.

Raymond M. Morriss, Mayor



IAFF

LOCAL#203

Collective Bargaining Agreement with

The

MAYOR AND

CITY COUNCIL

OF

CUMBERLAND, MD

July 1, 2024 through June 30, 2027

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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 _____, 2024 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 #203** (*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 #203, 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 work to perform Union Business as designated by the Local #203 Executive Board. One other employee may be granted time off to attend Union conventions or conferences if he/she is a current officer in the state organization of the Maryland State Professional Firefighters.
- B. Pay will be granted for six (6) work shifts for the above purpose. A seventh work shift will be added if an employee is a current officer in the state organization of Maryland State Professional Firefighters.
- C. This leave shall be taken in full or one-half shift increments
 - A.
 - B.
 - C. Twos they areors
 - (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 #203. 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).~~ *An Extra Driver EMT cannot be used to drive if an ALS certified Extra Driver is available.*

(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.

- (1) In the event that employee is unable to become certified as a Maryland ALS provider after they have taken the full ALS program and exhausted all attempts to certify and in lieu of termination of employment they may continue to be employed at the Firefighter/EMT level under the following conditions.

a. ~~They are not eligible to serve as extra driver or be promoted to Equipment operator on the department~~

a. The employee is not eligible to be promoted to an Equipment Operator. The employee may be trained and used as an extra driver when the following conditions are met:

- i. After all Firefighter / ALS employees are used or not available
- ii. Driving seniority date is Date checked off to drive
- iii. When an employee is Maryland ALS certified they will be used as an extra driver based on the department's seniority date. The employee will then be eligible to be promoted to Equipment Operator.

b. They are not eligible to take the Lieutenants exam or be used in Acting Lieutenant capacity

c. If they choose to take the ALS program again they must pay the registration fee out of pocket. (This fee will be reimbursed if they complete the class and become certified)

d. ~~When they become ALS certified they will be eligible to become an extra driver~~

e. When they become ALS certified and they meet the requirements to take the promotional exam they will be eligible to do so.

f. When they become ALS certified they are eligible for the ALS Bonus

g. ~~All employees hired after July 1, 2024 will be required to secure trades should they choose to take the paramedic class again, only if they were given time off for the first class by the City of Cumberland~~

- (2) The department's goal is to have all new employees certified as ALS providers but in the event that a new hire is not ready or does not wish to take the ALS program at their first opportunity to do so they will be permitted to be employed at the Firefighter/EMT level, until such time as they become certified as an ALS Provider, under the following conditions.

a. ~~They are not eligible to serve as extra driver or be promoted to Equipment operator on the department~~

a. The employee is not eligible to be promoted to an Equipment Operator. The employee may be trained and used as an extra driver when the following conditions are met:

- i. After all Firefighter / ALS employees are used or not available
- ii. Driving seniority date is Date checked off to drive

- iii. When an employee is Maryland ALS certified they will be used as an extra diver based on the department's seniority date. The employee will then be eligible to be promoted to Equipment Operator.
- b. They are not eligible to take the Lieutenants exam or be used in Acting Lieutenant capacity
- c. If they choose to take the ALS program the first time *the 2 year program is available*, the city agrees to cover their shifts to attend the class and pay the registration
- d. ~~When they become ALS certified they will be eligible to become an extra driver, the drivers seniority date will be the date they get checked off to drive and not the department seniority date.~~
- e. When they become ALS certified and they meet the requirements to take the promotional exam they will be eligible to do so.
- f. When they become ALS certified they are eligible for the ALS Bonus

(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. *All employees hired after July 1 2010, shall be required to maintain, as a condition of promotion, CRT and/or EMT-P certifications*

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.
- d.) *All employees hired after July 1 2010, shall be required to maintain, as a condition of testing and promotion, CRT and/or EMT-P certifications*

▪ **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
- Juneteenth

- 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 will 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.

(4) Personal Day

Employees May hold 2 days of vacation signing for the purpose of a personal day. These days must be used, scheduled, or submitted for payment by April 1st using the following procedure:

- Personal days may not be taken on the 5 premium time and a half holidays specified in Article 8, Section 2
- Personal days will be signed on a first come first served basis using the Held day from
- Personal day must be scheduled prior to the end of your shift (48 hours in advance)
- Employees may take a personal day on any scheduled work day where they would only be, up to and including, one person over the maximum number permitted off in the normal vacation signing procedure. Employees off on Long term illness and injury will count in this number
- Once a personal day is signed it will not be affected if another employee goes off on illness or injury

(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. An employee off on workers compensation will have the option to re-sign any approved vacation/holidays, or get paid for them, because they were off on workers compensation.~~

(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: Doctors Certificate:

- (a) A medical certificate shall be required for sick leave in excess of one (1) shift and for each sick leave absence in excess of three (3) occurrences per fiscal year Beginning with the fourth occurrence and in the event an employee's absence is uncertified the employee will not be paid

for the absence and the employee's paycheck shall reflect the loss of payment. If the employee submits a complete and sufficient medical certificate signed by a health care provider it will not count against the em

- (b) ployee as an oc
- (c) currence.

~~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.~~

- (d) 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 #203.

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)~~ **Twenty-Five Thousand Dollars (\$25,000)** for each Employee.

SECTION 7: POST RETIREMENT BENEFITS:

- (a) 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.
- (b) For the term of this contract, this benefit shall be extended to retiring employees who choose to opt out of the health insurance provided by the City of Cumberland and obtain and keep in force other health insurance. The employee shall be entitled to the monthly premium contribution that is in force as of the date of retirement and it shall not be subject to any cost -of-living increases.
- (c) To be eligible for this benefit, the retired employee must annually submit a certification that he/she has secured a health insurance policy and it is effect at the time of certification. The City

shall remit payments quarterly until the employee reaches the age of sixty-five (65), is deceased, or no longer is insured under a plan.

(d) An employee who chooses to opt out of the City of Cumberland health insurance and receives this benefit shall not be entitled to re-apply for insurance coverage through the City.

(e) Article 18, (b), shall expire on the expiration date of this current contract June 30, 2027

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 \$600 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: (Annual salary ÷ 2,496 hours) x 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 or 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 *becomes a* 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~~ approved for city wide non-union 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: $12\text{hrs.} \times (\$41,921.00/2080 + \$.75) \times 2/3 = \$168.07$.

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

MINIMUM STAFFING

The City and IAFF Local 203 recognizes that to provide professional fire suppression and EMS services to the City of Cumberland the Cumberland Fire Department must maintain crew staffing at a levels sufficient to operate. To that end, a Labor Management Committee shall be established to annually review the current staffing levels, call volume and recruitment and retention of CFD personnel. These meetings shall occur no later than the last day of February of each year to allow for recommendations for staffing levels to be considered in the upcoming fiscal budgetary planning.

ARTICLE 26

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 27

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 28

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 29

Termination

This Agreement shall become effective on July 1, 2021 and remain in full force and effect until June 30, 2024. This Agreement shall be automatically renewed for one additional year (though June 30, 2025) if either Party has not provided notification of termination of this Agreement within 120 days prior to June 30, 2024. 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 30

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 31

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 32 **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.

Appendix A

FY 2024 whatever COLA% is given to City wide Non-union Employees

	20	22	25	27
LT/EMT-P	74,417	76,650	78,185	80,531
LT/CRT-I	73,805	76,019	77,479	79,804
LT/EMT	65,303	67,263	68,578	70,635

EO/EMT-P	63,443	65,346	66,646	68,645
EO/CRT-I	62,926	64,814	66,057	68,039
EO/EMT-P	55,672	57,342	58,474	60,228

FF/EMT-P	58,615	60,374	61,559	63,406
FF/CRT-I	58,098	59,841	60,782	62,605
FF/EMT	51,409	52,951	53,976	55,596

FY2025 + FY2026 COLA% that is given to City Wide Non-union Employees

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:

ALLISON LAYTON
City Clerk

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
AFL-CIO, LOCAL #203**

KENNETH MCKENZIE
President

ATTEST:

CODY PEARCE
Secretary

Appendix A

FY 2024 whatever COLA% is given to City wide Non-union Employees

	20	22	25	27
LT/EMT-P	74,417	76,650	78,185	80,531
LT/CRT-I	73,805	76,019	77,479	79,804
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FF/CRT-I	58,098	59,841	60,782	62,605
FF/EMT	51,409	52,951	53,976	55,596

FY2025 + FY2026 COLA% that is given to City Wide Non-union Employees

Rank	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%

Rank	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 27,508 - approving the proposal from Belt Paving, Inc. provide mill, patch and paving work on Greene Street (City Project 2024-11-PVG) in the amount not to exceed \$230,029.05 and pursuant to Section 2- 171(c) of the City Code, is awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving

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

ORDER NO. 27,508

DATE: July 16, 2024

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

THAT, the proposal from Belt Paving, Inc., 11521 Millnor Avenue, Cumberland, MD 21502, to provide mill, patch and paving work on Greene Street (City Project 2024-11-PVG) be and is hereby accepted in the amount not to exceed Two Hundred Thirty Thousand Twenty Nine Dollars and Five Cents (\$230,029.05); and

BE IT FURTHER ORDERED THAT, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

Raymond M. Morriss, Mayor

Budget:
127.101.63000

Council Agenda Summary

Meeting Date: 7/16/2024

Key Staff Contact: Robert Smith, PE

Item Title:

Greene Street Paving (2024-11-PVG)

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

THAT, the award to Belt Paving, Inc. to provide mill, patch and paving work on Greene Street be and is hereby approved in the estimated unit price amount of \$230,029.05; and BE IT FURTHER ORDERED, that, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

This project involves paving approximately 7,651 SY on the listed street.

The project is budgeted for this fiscal year, and utilizes City funds in addition to Columbia Gas funds provided via a reimbursement agreement.

Amount of Award: \$230,029.05

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds



P.O. BOX 1002
CUMBERLAND, MD 21501-1002
Telephone 301-729-8994
Fax 301-729-0921

November 17, 2023

City of Cumberland
57 N. Liberty St
Cumberland, MD 21502
ATTN: Derrik Grimm

RE: *Greene Street
Mill & Overlay
BP-23-104*

Dear Derrik:

Belt Paving, Inc. is pleased to offer our proposal for the above referenced project. Pricing includes all labor, material, equipment, supervision and any incidentals necessary to perform the following scope of work with clarifications and exclusions listed herein.

SCOPE OF WORK/CLARIFICATIONS & EXCLUSIONS

- Price includes (1)-one mobilization
- Pricing based on actual field measurements with a total of 7,651 SY
- **Belt Paving, Inc.** will mill existing roadway (2")
- Tack to be used prior to placement of wedge course
- A Nominal (0.5") of wedge & level will be placed prior to paving fabric
- Paving fabric will be placed prior to overlay as requested
- (1.5") -9.5 mm to be used for overlay
- Price **INCLUDES** pavement markings
- Price **INCLUDES** MOT/Flagging
- Price **EXCLUDES** any repairs or adjustments to inlets, manholes, water valves, etc...
- Price **EXCLUDES** any bond
- Mobilization includes prime, subcontractor, and also time for traffic manager

SEE UNIT PRICE SHEET

We hope this meets with your approval, should you have any question please don't hesitate to call.

Sincerely,
BELT PAVING, INC.


Justin Shumaker
Project Estimator/Manager

cc: Jay Stanislawczyk; Harry Hickle

11/17/2023

13:09

BP23104

City of Cumberland - Greene Street

*** Justin Shumaker

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	Mobilization	1.000	LS	8,500.00	8,500.00
15	Flagging	240.000	HR	72.00	17,280.00
20	Milling (2")	7,651.000	SY	4.70	35,959.70
30	Paving Fabric	7,651.000	SY	3.85	29,456.35
40	Wedge (.5")	224.000	TN	149.00	33,376.00
50	Overlay (1.5")	670.000	TN	121.50	81,405.00
60	5" Paint White/Yellow	2,825.000	LF	0.40	1,130.00
70	Directional Arrows, Ty. V	10.000	EA	260.00	2,600.00
80	24" White Crosswalk, Ty. V	604.000	LF	24.00	14,496.00
90	24" Green Crosswalk, Ty. V	126.000	LF	27.00	3,402.00
100	24" Stop Line, Ty. V	101.000	LF	24.00	2,424.00

Bid Total =====>

\$230,029.05

File Attachments for Item:

. Order 27,509 - authorizing the execution of Tariff Supplement No. 001 to the Tariff Water – Pa. P.U.C. No. 4 implementing the Evitt's Creek Water Company's Lead Service Line Replacement Program, addressing the Company's efforts to replace company-owned and customer-owned Lead Service Lines

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

ORDER NO. 27,509

DATE: July 16, 2024

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

THAT, the execution of Tariff Supplement No. 001 to the Tariff Water – Pa. P.U.C. No. 4 implementing the Evitt's Creek Water Company's Lead Service Line Replacement Program, addressing the Company's efforts to replace company-owned and customer-owned Lead Service Lines be and is hereby approved.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 7/16/2024

Key Staff Contact: Robert Smith, P.E.

Item Title:

Pennsylvania PA P.U.C. Supplement No. 001 to Tariff Water – PA P.U.C. No. 4

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

LIST OF CHANGES MADE by this Supplement

Change:

Tariff Supplement No. 001 implements the Company's Lead Service Line Replacement Program, which addresses the Company's efforts to replace company-owned and customer-owned Lead Service Lines.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

Supplement No. 001 to
Tariff Water - Pa. P.U.C. No. 4

EVITTS CREEK WATER COMPANY
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WATER SERVICE
TO THE PUBLIC IN CUMBERLAND VALLEY TOWNSHIP, BEDFORD COUNTY,
PENNSYLVANIA

ISSUED: (Issued Date)

EFFECTIVE: (Effective Date)

BY: Robert Smith, Director of Engineering and Utilities
57 North Liberty Street, Cumberland, MD 21502
301-759-6600

NOTICE

THIS TARIFF SUPPLEMENT IMPLEMENTS THE COMPANY'S LEAD
SERVICE LINE REPLACEMENT PROGRAM.

Issued: , 202X

Effective: , 202X

LIST OF CHANGES MADE by this Supplement

Change:

Tariff Supplement No. 001 implements the Company's Lead Service Line Replacement Program, which addresses the Company's efforts to replace company-owned and customer-owned Lead Service Lines. (C)

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PART V: LEAD SERVICE LINE REPLACEMENT (LSLR) PROGRAM

(1) Supersession

This section of the Company's tariff supersedes all other conflicting provisions of this tariff for purposes of implementing the Company's LSLR Program.

(2) Definitions

The following words and phrases, when used in Part V of this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

Curb Stop: A water service shutoff valve located in a water service line near the curb or edge of the street and between the water main and the building.

Customer: A party contracting with an entity for service.

Customer-owned Lead Service Line (Customer-owned LSL): The portion of the lead service line extending from the curb, property line or entity connection to an entity's water meter or, if the entity's meter is located outside of the structure or water is not metered by the entity, at the first shutoff valve located within the interior of the structure.

Company: Evitts Creek Water Company

Company-owned Lead Service Line (Company-owned LSL): The portion of the lead service line extending from the Company's main to the Curb Stop.

Distribution system improvement charge (DSIC): The term as defined in 52 Pa. Code § 121.2.

Entity: A public utility as defined in 66 Pa.C.S. § 102 (relating to definitions) engaged in diverting, developing, pumping, impounding, distributing or furnishing water service to or for the public for compensation, a municipal corporation as defined in 52 Pa. Code § 65.52 (relating to definitions), and an authority as defined in 66 Pa.C.S. § 3201(1) (relating to definitions).

Galvanized service line: Iron or steel piping that has been dipped in zinc to prevent corrosion and rusting.

Independent Legal Restrictions: Commission regulations or Orders which otherwise prevent termination of water service at a property including but not limited to winter moratorium, medical certifications, or Commission directed moratoriums or suspensions.

Lead service line (LSL): A service line made of lead that connects the water main to a building inlet and a lead pigtail, gooseneck or other fitting that is connected to the lead line. A galvanized service line is considered a lead service line if it ever was or is currently downstream of any lead service line or service line of unknown material.

Lead service line replacement (LSLR): A service line, whether entity-owned or customer-owned, installed to replace a lead service line.

Lead service line replacement plan (LSLR Plan): A plan and supporting documents submitted to and approved by the Commission that specify how an entity intends to implement its lead service line replacement program.

Lead service line replacement program (LSLR Program): A program submitted to and approved by the Commission for the replacement of lead service lines by an entity.

Lead service line replacement project (LSLR Project): An entity-scheduled lead service line replacement activity either in conjunction with main replacements or as part of a lead service line replacement program.

Lead service line replacement project area (LSLR Project Area): The area encompassing an entity's scheduled lead service line replacement activities, which includes the area within a 1-mile radius of a lead service line replacement project if served by the entity.

LSLR Project Commencement: Installation of the first lead service line replacement within a lead service line replacement project area.

Partial lead service line replacement (Partial LSLR): A lead service line replacement that does not replace both the entity-owned and customer-owned portions of a lead service line.

Property Owner Agreement: An agreement between the Company and a property owner for the replacement of a customer-owned LSL that allows the Company's employees and contractors to gain access to their private property in order to replace their customer-owned LSL prior to the initiation of any work by the Company to replace the customer-owned LSL.

Service line: The pipe and appurtenances which connect any main to an entity's water meter or, if the entity's water meter is located outside of the structure or the connection is not metered by the entity, at the first shutoff valve located within the interior of the structure.

(3) LSLR Plan

Notwithstanding the Rules in this tariff relating to customer responsibility for customer service lines, the Company will replace customer-owned LSLs pursuant to its LSLR Program and LSLR Plan as initially approved by the Commission at Docket No. P-2024- , together with future Commission-approved updates. The Company may

modify its annual cap for LSLRs with Commission approval. The costs incurred by the Company to undertake remediation efforts pursuant to its LSLR Plan shall be recoverable in the Company's DSIC, PENNVEST Surcharge, and in base rates, as applicable.

The Company's LSLR Plan applies to any LSL serving any customer, the replacement of which is operationally feasible, and where the property owner authorizes the replacement or replaces the line in accordance with the Company's LSLR Program.

(4) LSLR Annual Cap

The Company will cap LSLR Projects at one (1) customer-owned LSLRs on an annual basis. If a customer reimbursement provided pursuant to this tariff or an emergency LSLR causes the Company to exceed its annual cap, the Company will increase its current annual cap by the number of emergency repairs and/or reimbursements and decrease its annual cap by the same amount for the following year only.

(5) LSL Replacements

The Company will offer to replace customer-owned LSLs at no direct cost to the customer or property owner, if the customer is not the property owner: (i) at any residential or non-residential property where the Company replaces a Company-owned main connected to a customer-owned LSL; (ii) at any property where the Company replaces a company-owned LSL connected to a customer-owned LSL; and (iii) at any property with a private-side only LSL located within a LSLR Project Area where LSLRs are performed; (iv) when the Company's operations crew replaces a Company-owned facility regardless of material, in emergencies, including line breaks, leaks, or other unplanned emergency replacements, that is a LSL or that is connected to a LSL; (v) and any other circumstance as required to avoid the replacement of a partial LSL.

Except in the case of non-owner occupied properties at which the Company has received the customer's acceptance of the Company's offer to replace the customer-owned LSL as set forth in Section (7) below, the Company shall enter into a property owner Agreement with the property owner for replacement of a customer-owned LSL that allows the Company's employees and contractors to gain access to their private property in order to replace their customer-owned LSL prior to the initiation of any work by the Company to replace the customer-owned LSL. The Property Owner Agreement shall be in a form provided by the Company and shall include provisions that require property owners to release and hold harmless the Company from any and all claims, causes of action, damages or losses, of any nature, whatsoever with respect to the work performed by the Company or its contractors that are not covered by the Company's LSLR Program warranty.

(6) Customer Refusal

Except as set forth below, if after being notified of the Company's offer to replace at no cost a customer-owned LSL, the property owner has not provided an executed Property Owner Agreement authorizing the replacement of the customer service line or has refused replacement, the Company will (1) provide the customer and property owner, if the

customer is not the property owner, with a complete disclosure of the known health hazards from the continued use of a LSL, (2) inform the customer or property owner, if the customer is not the property owner, that refusal or failure to accept will require replacement of the customer-owned LSL, at the customer or property owner's expense, within 1 year from LSLR Project Commencement for the customer or property owner, if the customer is not the property owner, to be eligible for reimbursement, and (3) communicate to the customer and property owner, if the customer is not the property owner, that failure to allow the Company to complete the LSLR or to replace the customer-owned LSL concurrent with the Company replacing the Company-owned LSL will lead to termination of water service under the provisions of this tariff prior to the Company replacing the Company-Owned LSL.

If the customer or property owner, if the customer is not the property owner, does not sign the Property Owner Agreement or refuses replacement of the customer-owned LSL within ten days after the Company undertakes the aforementioned steps, the Company will require the customer or property owner, if the customer is not the property owner, to sign a form documenting their refusal. If the customer or property owner refuses or fails to sign the refusal form, the Company will make a record of and document the customer's refusal or failure to sign the refusal form. The Company will then schedule to replace its portion of the Company-owned LSL and notify the customer in writing of this replacement no later than ten days prior to the scheduled replacement and terminate water service at that location the day prior to replacing the Company-owned LSL. The Company will proceed with termination of water service to a location irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination. Such notice and termination shall be deemed consistent with Chapter 14 of the Public Utility Code. Moreover, in these instances, the Company is not required to comply with termination procedures described in other portions of its tariff or the Commission's regulations.

At any time prior to completing termination, or, within ten days after termination, the property owner executes the Property Owner Agreement, water service will be restored to the property, provided that service will not be restored until either both the Company-owned LSL and the customer-owned LSL have been replaced or, in the Company's sole discretion, an alternative, non-lead temporary bypass is installed until both the Company-owned LSL and the customer-owned LSL have been replaced.

The Company will not connect an Applicant to water service where a property owner previously refused or failed to accept the Company's offer of a LSLR until the Applicant verifies the replacement of the customer-owned LSL by providing a paid invoice from a licensed contractor or a notarized statement from a licensed contractor attesting to completion of the LSLR.

(7) Service Line Demarcation

If a shutoff valve is not located within 12 inches of the structure wall of the property, the Company may install a shutoff valve during the LSLR to serve as a point of demarcation between the property's service line and the property's interior water distribution piping.

The Company shall perfect its ownership of the portion of the service line located within the then-existing right-of-way in conformance with its tariff to ensure that the Company can obtain necessary permits during the planning phase of a LSLR Project.

(8) Prohibition on Partial LSLRs and Notice Requirements

Neither a customer nor a property owner may install a Partial LSLR. A Partial LSLR installed after July 23, 2022, must result in termination of service until both the Company-owned LSL and customer-owned LSL have been replaced. The Company will proceed with immediate termination of water service to a location being served by a partial LSLR installed after July 23, 2022, irrespective of whether Independent Legal Restrictions would otherwise delay or prohibit termination. Such termination shall be deemed consistent with Chapter 14 of the Public Utility Code. Moreover, in these instances, the Company is not required to comply with termination procedures described in other portions of its tariff or the Commission's regulations.

Where a customer or a property owner, if the customer is not the property owner, elects to replace the customer-owned LSL, the customer or property owner shall replace the customer-owned LSL concurrent with the Company replacing the Company-owned LSL, provided that the customer or property owner, if the customer is not the property owner, provides the Company at least 180 days' notice prior to replacing the customer-owned LSL.

The Company shall not connect an Applicant for water service to the Company-owned service line at a property where a customer or property owner, if the customer is not the property owner, previously refused or failed to accept the Company's offer of a LSLR until the Applicant verifies the replacement of the customer-owned LSL by providing a paid invoice from a licensed contractor or a verified statement from a licensed contractor attesting to completion of the LSLR.

(9) Reimbursement

Where a customer or property owner, if the customer is not the property owner, has replaced its own customer-owned LSL, the customer or property owner shall submit to the Company a reimbursement form, which may be provided by the Company to a customer or property owner by mail or email upon request or on the Company's website, and which must be completed by the customer or property owner and provided to the Company by mail, email, fax, or hand delivery as specified by the Company on its reimbursement form, which contains, at a minimum, a detailed estimate and paid invoice from a licensed contractor verifying the replacement of the customer-owned LSL. Instead of a detailed estimate, a verified statement from the contractor attesting to completion of a LSLR may be sufficient in the Company's discretion. A paid invoice must be submitted.

Upon submission of the reimbursement form, the Company will review the information that was provided within 90 days of receiving the reimbursement form to determine eligibility for a reimbursement. If sufficient information has not been provided at the time of submitting the reimbursement form, the Company will contact the customer or

property owner to request the necessary information to determine eligibility. The Company will have an additional 45 days from the time it receives the additional information to determine a customer's eligibility for reimbursement.

A customer or property owner, if the customer is not the property owner, is eligible to receive a reimbursement if the customer or property owner's service address is located within a LSLR Project Area and the customer-owned LSL is replaced within one year before or from LSLR Project Commencement. A customer or property owner, if the customer is not the property owner, located within a LSLR Project Area is eligible for a reimbursement of LSLR expenses up to 125% of the average cost the Company would have incurred to perform the replacement of a similarly-sized service line, not to exceed the actual cost to the customer or property owner.

Reimbursements will be paid directly to the customer or property owner, if the customer is not the property owner, through the issuance of a check. The Company will issue a check within 90 days after verifying that the customer or property owner is eligible for reimbursement.

(10) Warranty

For customer-owned LSLs replaced by the Company or its contractor, the Company will provide a two-year warranty for materials and workmanship of the Company's LSLR work, including the Company's restoration of surfaces consistent with this tariff, commencing from the date the LSLR is complete. This warranty shall cover repairs and replacements conducted by the Company or its contractor of the LSLR work up to a maximum warranty coverage amount of 125% of the Company's cost for the LSLR work, so long as the customer allows access to the property for repairs.

The warranty does not cover, among other things, damage caused by natural disasters, acts of God, fires, terrorism, excavation activities, acts of sabotage, or deliberate damage. The Company shall have no liability for any damages not covered by the warranty.

(11) Limitation of Liability

The Company's liability relating to LSLR efforts is limited as set forth in this tariff.

(12) Restoration

The Company will backfill to the previous grade any trenches excavated as part of the LSLR process and will fill and seal any wall or floor penetrations in the private home. The Company will restore roadways and sidewalks within the public right-of-way. No other restoration will be conducted for LSLRs. The Company will not replace any landscaping, interior finishes, paving, seeding, or walkways. All restoration costs shall be borne by the customer or property owner, if the customer is not the property owner, unless otherwise required by the Company's LSLR Program warranty.

(13) Ownership of Replacement Service Line

After a customer-owned LSL is replaced by the Company, the customer shall continue to own the customer portion of the Service Line and shall have full responsibility for the repair, replacement and maintenance of the new customer portion of the Service Line.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH STREET, HARRISBURG, PA 17120

June 5, 2024

IN REPLY PLEASE
REFER TO OUR FILE

Docket No. L-2020-3019521

To: *All Water Public Utilities*

RE: Act 120 of 2018 – Chapter 65 Lead Service Line Replacement Implementation Outreach

SECOND NOTICE

The purpose of this Secretarial Letter is to remind all water public utilities, or entities as defined in 52 Pa. Code § 65.1, that Chapter 65, Subchapter B – Lead Service Line Replacements, became effective upon publication in the *Pennsylvania Bulletin* on July 23, 2022, and requires each entity to file a petition with the Commission for approval of a Lead Service Line Replacement (LSLR) program prior to the deadlines identified below.

Class A public utilities or authorities with Commission-approved preexisting LSLR activities:

- No later than effective date of the rates established under the entity's next base rate case filed after the effective date of the regulations, on July 23, 2022, or within 2 years of effective date, by July 22, 2024, whichever comes first.

Class B and C public utilities or municipal corporations:

- Within 2 years of effective date of the regulations, by July 22, 2024.

In a LSLR program petition, each entity is directed to include, among other things, a LSLR plan, a *pro forma* tariff or *pro forma* tariff supplement containing the proposed changes (without an effective date), and information required by the Commission for filings under 66 Pa.C.S. § 1308. Additionally, as part of its petition, each entity will need to include a service line inventory that complies with the United States Environmental Protection Agency regulation at 40 CFR § 141.1—143.20 as enforced by the Pennsylvania Department of Environmental Protection. Following Commission approval of a LSLR program petition, the entity will be directed to file a tariff or tariff supplement effectuating its LSLR program as approved by the Commission.

To assist Class B and C public utilities and municipal corporations submit a LSLR program petition for approval to the Commission, the Commission's Bureau of Technical Utility Services has developed a LSLR program petition and plan template (LSLR Petition & Plan Template) and a model *pro forma* tariff supplement (LSLR Pro Forma Tariff) for LSLR programs. These documents have been made available on the Commission's website at the following location (scroll towards the bottom of the page):

LSLR Petition & Plan Template – <https://www.puc.pa.gov/filing-resources/forms/waterwastewater-forms/>

LSLR Pro Forma Tariff – <https://www.puc.pa.gov/filing-resources/forms/waterwastewater-forms/>

When filing a LSLR program petition with the Commission's Secretary's Bureau, each entity shall serve copies of its petition upon the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, and the parties of record in the entity's most recent base rate case.

Further details regarding the LSLR program petition requirements can be found in the Commission's March 14, 2022, Final Rulemaking Order and Annex A thereto as published in the *Pennsylvania Bulletin*. Entities may also reference these documents on the Commission's website at the following URLs:

Final Rulemaking Order – <https://www.puc.pa.gov/pcdocs/1737282.pdf>
Annex A (LSLRs) – <https://www.puc.pa.gov/pcdocs/1737278.pdf>

Entities are encouraged to seek potentially available public funds and long-term financing programs to help reduce the cost of a LSLR program to ratepayers. The Pennsylvania Infrastructure Investment Authority (PENNVEST) has funding amounts available for LSLRs through the Drinking Water State Revolving Fund for each of the next five years, through Fiscal Year 2026-2027. Details of PENNVEST's program, funding availability, eligible projects and application procedure may be found on its website at the following URL:

<https://www.pennvest.pa.gov/Information/Funding-Programs/Pages/IIJA.aspx>

Any questions about this letter can be directed to Matthew Lamb, P.E., (717) 783-1001 (mlamb@pa.gov), or to Clint McKinley, (717) 783-6161 (cmckinley@pa.gov), in the Bureau of Technical Utility Services.

Sincerely,



Rosemary Chiavetta
Secretary

cc: Patrick Cicero, Office of Consumer Advocate, ra-oca@paoca.org
Christine Hoover, Office of Consumer Advocate, choover@paoca.org
NazAarah Sabree, Office of Small Business Advocate, ra-sba@pa.gov
Sharon E. Webb, Office of Small Business Advocate, swebb@pa.gov
Allison Kaster, Bureau of Investigation & Enforcement, akaster@pa.gov
Robert Reily, Pennsylvania Department of Environmental Protection, rreiley@pa.gov
Marc Lucca, National Assoc. of Water Companies – PA Chapter, malucca@aquaamerica.com

File Attachments for Item:

. Order 27,510 - declaring certain equipment to be surplus property and authorizing it for sale, trade in, scrap or disposal

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

ORDER NO. 27,510

DATE: July 16, 2024

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

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

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

Items	Item Description
Street Unit #242	1996 Massey Ferguson Tractor, Serial #11444
Street Unit #235	2019 Bobcat S450 Skid Steer, Serial #AUVB14766

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: July 16, 2024

Key Staff Contact: Brian Broadwater

Item Title:

Surplus of a City Owned Equipment

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

Recommendation to declare Street Unit #242 (1996 Massey Ferguson Tractor – Serial #11444) and Unit #235 (2019 Bobcat S450 Skid Steer – Serial #AUVB14766) surplus for sale, trade in or scrap.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 27,511 - authorizing the Sole Source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not to exceed \$350,000 for the entire fiscal year

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

ORDER NO. 27,511

DATE: July 16, 2024

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

THAT, L/B Water Service, Inc., 550 S. High Street, Selinsgrove, PA, 17870 is hereby approved as the sole source vendor for the purchase of water meters and smartpoints for FY25; and

BE IT FURTHER ORDERED, that FY25 purchases from L/B Water Service, Inc. for water meters and smartpoints shall not exceed Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings
002.299XI 63000 Cross Connection Upgrade

Council Agenda Summary

Meeting Date: July 16, 2024

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Water Meters and Smartpoints from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$350,000 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meters and smartpoints from L/B Water Service in the amount not to exceed \$350,000 for the entire fiscal year. L/B Water Service is the only distributor that is allowed through Sensus to sell us any water meter, smartpoints or meter reading equipment. The water meters and smartpoints that the city must use have a very long lead time. By purchasing our annual number of meters on one large order we have been able to keep up with our demand of installing new meters. Water meters are a large part of our city's revenue. Without being able to have them on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$350,000

Budget number:

002.220 39300 Water Meters and Fittings

002.299XI 63000 Cross Connection Upgrade

Grant, bond, etc. reference:



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Sole Source Approval

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>
To: Marty Watts <marty.watts@cumberlandmd.gov>
Cc: Allison Layton <allison.layton@cumberlandmd.gov>

Thu, Jul 11, 2024 at 12:06 PM

All approved
Sent from my iPhone

On Jul 11, 2024, at 12:02 PM, Marty Watts <marty.watts@cumberlandmd.gov> wrote:

Good Afternoon Jeff,

Could you please approve the sole source request of \$350,00 to L/B Water for our yearly water meter, smartpoint and meter reading accessories. L/B is the only company that Sensus allows to sell us any products. This is a yearly renewal.

Also could you please approve the sole source purchases for \$65,500 each to Citco Water, Ferguson Water Works, Core & Main Supply and L/B Water for the purchases of our meter setters, meter boxes, lids valve boxes and curb stops. The lead times are so long for these items that we have a standing order with all of our suppliers. These are items we cannot operate without and need to stay in the proverbial line. These items are also priced directly from the manufacturer so price variations change across the board. These are also a yearly renewal.

--

Marty Watts
Water Superintendent
City of Cumberland
[215 Bowen St.](#)
[Cumberland, MD 21502](#)
301-759-6621 (Office)
240-362-8017 (Cell Phone)
marty.watts@cumberlandmd.gov

File Attachments for Item:

. Order 27,512 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$65,500 for the entire fiscal year

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

ORDER NO. 27,512

DATE: July 16, 2024

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

THAT, L/B Water Service, Inc., 550 S. High Street, Selinsgrove, PA 17870 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY25; and

BE IT FURTHER ORDERED, that FY25 purchases from L/B Water Service, Inc. for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Sixty Five Thousand Five Hundred Dollars and No Cents (\$65,500).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings

Council Agenda Summary

Meeting Date: July 16, 2024

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes and Frost-Free Lids from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$65,500 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from L/B Water Service in the amount not to exceed \$65,500 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$65,500

Budget number:

002.220 39300 Water Meters and Fittings

Grant, bond, etc. reference:



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Sole Source Approval

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>
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Also could you please approve the sole source purchases for \$65,500 each to Citco Water, Ferguson Water Works, Core & Main Supply and L/B Water for the purchases of our meter setters, meter boxes, lids valve boxes and curb stops. The lead times are so long for these items that we have a standing order with all of our suppliers. These are items we cannot operate without and need to stay in the proverbial line. These items are also priced directly from the manufacturer so price variations change across the board. These are also a yearly renewal.

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Marty Watts
Water Superintendent
City of Cumberland
[215 Bowen St.](#)
[Cumberland, MD 21502](#)
301-759-6621 (Office)
240-362-8017 (Cell Phone)
marty.watts@cumberlandmd.gov

File Attachments for Item:

. Order 27,513 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$65,500 for the entire fiscal year

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

ORDER NO. 27,513

DATE: July 16, 2024

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

THAT, Core & Main LP, PO Box 28330, St. Louis, MO 63146 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY25; and

BE IT FURTHER ORDERED, that FY25 purchases from Core & Main LP for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Sixty Five Thousand Five Hundred Dollars and No Cents (\$65,500.00).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings

Council Agenda Summary

Meeting Date: July 16, 2024

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes and Frost-Free Lids from Core & Main LP St. Louis MO 631456 (Martinsburg, WV branch). In the amount not to exceed \$65,500 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from Core & Main LP in the amount not to exceed \$65,500 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$65,500

Budget number:

002.220 39300 Water Meters and Fittings

Grant, bond, etc. reference:



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Sole Source Approval

1 message

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Also could you please approve the sole source purchases for \$65,500 each to Citco Water, Ferguson Water Works, Core & Main Supply and L/B Water for the purchases of our meter setters, meter boxes, lids valve boxes and curb stops. The lead times are so long for these items that we have a standing order with all of our suppliers. These are items we cannot operate without and need to stay in the proverbial line. These items are also priced directly from the manufacturer so price variations change across the board. These are also a yearly renewal.

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Marty Watts
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City of Cumberland
[215 Bowen St.](#)
[Cumberland, MD 21502](#)
301-759-6621 (Office)
240-362-8017 (Cell Phone)
marty.watts@cumberlandmd.gov

File Attachments for Item:

. Order 27,514 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$62,533 for the entire fiscal year

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

ORDER NO. 27,514

DATE: July 16, 2024

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

THAT, CITCO Water, PO Box 632059, Cincinnati, OH 45263 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY25; and

BE IT FURTHER ORDERED, that FY25 purchases from CITCO Water for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Sixty Five Thousand Five Hundred Dollars and No Cents (\$65,500.00).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings

Council Agenda Summary

Meeting Date: July 16, 2024

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes and Frost-Free Lids from CITCO Water, Cincinnati, OH 45263 (Morgantown WV Branch). In the amount not to exceed \$65,500 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from CITCO Water in the amount not to exceed \$65,500 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$65,500

Budget number:

002.220 39300 Water Meters and Fittings

Grant, bond, etc. reference:



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Sole Source Approval

1 message

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Good Afternoon Jeff,

Could you please approve the sole source request of \$350,00 to L/B Water for our yearly water meter, smartpoint and meter reading accessories. L/B is the only company that Sensus allows to sell us any products. This is a yearly renewal.

Also could you please approve the sole source purchases for \$65,500 each to Citco Water, Ferguson Water Works, Core & Main Supply and L/B Water for the purchases of our meter setters, meter boxes, lids valve boxes and curb stops. The lead times are so long for these items that we have a standing order with all of our suppliers. These are items we cannot operate without and need to stay in the proverbial line. These items are also priced directly from the manufacturer so price variations change across the board. These are also a yearly renewal.

--

Marty Watts
Water Superintendent
City of Cumberland
[215 Bowen St.](#)
[Cumberland, MD 21502](#)
301-759-6621 (Office)
240-362-8017 (Cell Phone)
marty.watts@cumberlandmd.gov

File Attachments for Item:

. Order 27,515 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Ferguson Waterworks in the amount not to exceed \$65,500 for the entire fiscal year

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

ORDER NO. 27,515

DATE: July 16, 2024

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

THAT, Ferguson Waterworks, 295 Interstate Circle, Frederick, MD 21704, is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for FY25; and

BE IT FURTHER ORDERED, that FY2 purchases from Ferguson Waterworks for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Sixty Five Thousand Five Hundred Dollars and No Cents (\$65,500.00).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings

Council Agenda Summary

Meeting Date: July 16, 2024

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the Sole Source Purchases of Meter Setter's, Meter Boxes and Frost-Free Lids from Ferguson Waterworks 295 Interstate Circle Frederick, MD 21704. In the amount not to exceed \$65,500 for an Entire Fiscal Year.

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

Requesting an order to allow sole source purchases of water meter setter's, meter boxes and frost-free lids from Ferguson Waterworks in the amount not to exceed \$65,500 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue.

Amount of Award:

\$65,500

Budget number:

002.220 39300 Water Meters and Fittings

Grant, bond, etc. reference:



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Sole Source Approval

1 message

Jeff Silka <jeff.silka@cumberlandmd.gov>
To: Marty Watts <marty.watts@cumberlandmd.gov>
Cc: Allison Layton <allison.layton@cumberlandmd.gov>

Thu, Jul 11, 2024 at 12:06 PM

All approved
Sent from my iPhone

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