MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard
David Caporale
Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: April 17, 2018

I. Pledge of Allegiance

II. Roll Call

Mayor Grim called the meeting to order at 6:15 p.m.

PRESENT: Brian K. Grim, Mayor; Council Members Seth Bernard, David Caporale, Eugene Frazier

ABSENT: Councilman Richard J. Cioni

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Donald Dunn, Fire Chief; Lt. Charles Ternent, CPD; Marjorie Woodring, City Clerk

III. Director's Reports

(A) Public Works

1. Utilities Division monthly reports for March, 2018

   Motion to approve the report was made by Bernard, seconded by Frazier, and was approved on a vote of 4-0.

2. Engineering Division monthly report for March, 2018

   Motion to approve the report was made by Bernard, seconded by Frazier, and was approved on a vote of 4-0.

(B) Administrative Services

1. Administrative Services monthly report for February, 2018

   Motion to approve the report was made by Bernard, seconded by Frazier, and was approved

on a vote of 4-0.

(C) Fire

1. Fire Department monthly report for March, 2018

   Motion to approve the report was made by Bernard, seconded by Frazier, and was approved on a vote of 4-0.

(D) Police

1. Police Department monthly report for March, 2018

   Motion to approve the report was made by Bernard, seconded by Frazier, and was approved on a vote of 4-0.

IV. Approval of Minutes

1. Approval of the February 20, March 6, and March 20, 2018 public meeting minutes

   Motion to approve the minutes was made by Bernard, seconded by Caporale, and was approved on a vote of 4-0.

V. Public Hearings

1. Public Hearing to receive comment on the proposed Ordinance to amend Section 8.06(7) of the Zoning Ordinance pertaining to standards applicable to communications towers

   Mayor Grim convened the Public Hearing at 6:18 p.m.

   Mr. Rhodes provided background on the Ordinance, advising that the Planning and Zoning Commission had heard the issue pertaining to the proposed amendment and had unanimously voted to recommend its passage to the Mayor and Council on March 26, 2018. He advised that current Code provisions for setback requirements do not take into consideration today's modern engineering construction techniques that allow a tower to collapse upon itself rather than topple over. The amendment provides that an appeal for conditional use may be brought before the Board of Zoning Appeals to take into consideration whether each tower being proposed has this capability.

   The Mayor opened the floor for public comment and no comments were put forth.

   Mayor Grim adjourned the Public Hearing at 6:20 p.m.

VI. New Business

(A) Resolutions

RESOLUTION NO. R2018-02

1. Resolution approving the application and receipt of financing for 2018 Community Legacy Projects

Mr. Rhodes requested that the Resolution be tabled for two weeks. Motion to table the Resolution was made by Caporale, seconded by Bernard, and was passed on a vote of 4-0.

(B) <u>Orders (Consent Agenda)</u>

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim entertained questions or comments. Motion to approve Consent Agenda Items 1-11 was made by Caporale, seconded by Bernard, and was passed on a vote of 4-0.

1. Order accepting the bid of Hite Associates, Inc. for the WWTP Roof Replacement at the Dewatering Building Project (05-18-WWTP) in the estimated lump sum contract price of $149,400 and rejecting all other bids

   ORDER NO. 26,273

2. Order authorizing execution of a Contract of Sale for the purchase of 307-309 Arch Street from Eckels Investments, Inc. and James Eckels, Sr. for the amount of $14,000, authorizing acceptance of the deed provided settlement contingencies are met, and authorizing the City Administrator and City Solicitor to execute documents for the transfer

   ORDER NO. 26,274

3. Order lifting Section 11-113 of the City Code to allow open containers of alcohol, other than those in glass containers, in a prescribed area of the downtown mall during the Discover Downtown Cumberland events, which will be held from 3:00 p.m. - 9:00 p.m. the second Saturday of each month from May to October, 2018

   ORDER NO. 26,275

4. Order authorizing execution of a Contract of Sale for the purchase of 534 Maryland Avenue from Donovan David Martin Bicker and Courtney Jean Bicker for the amount of $5,000, authorizing acceptance of the deed provided settlement contingencies are met, and authorizing the City Administrator and City Solicitor to execute documents for the transfer

   ORDER NO. 26,276

5. Order authorizing execution of a Contract of Sale for the purchase of 622 Maryland Avenue from Matthew F. Norouz for the amount of $36,080, authorizing acceptance of the deed provided settlement contingencies are met, and authorizing the City Administrator and City Solicitor to execute documents for the transfer

   ORDER NO. 26,277

6. Order accepting the bid of Carl Belt, Inc. for the Willowbrook Road Waterline Replacement Project (1-16-W) in the estimated lump sum contract price of $394,800 and rejecting all other bids

   ORDER NO. 26,278

7. Order accepting the sole source proposal from Carl Belt, Inc. for emergency repairs to t 30" water valve at Central Avenue and a 36" water valve at Pine Avenue for the amount not to

exceed $149,317.55, as provided for by Section 2-171(c) of the City Code

ORDER NO. 26,279

8. Order authorizing execution of a Subordination Agreement with First Project LLC to a Deed of Trust upon property at 114 S. Centre Street, dated March 2, 2016, to move the City from 3rd lien position to 2nd lien position

   ORDER NO. 26,280

9. Order authorizing execution of a Collective Bargaining Agreement with the International Association of Firefighters (IAFF) Local #1715

   ORDER NO. 26,281

10. Order authorizing a Lease Agreement with Baltimore Street Grill to allow for the use of the public right-of-way in front of 82 Baltimore Street for outdoor dining purposes through March 31, 2019

    ORDER NO. 26,282

11. Order awarding $50,000 in Community Legacy FY16 Upper Story Redevelopment Forgivable Loan Program funds to the owners of 169-171 N. Centre Street

    ORDER NO. 26,283

VII. Public Comments

Kenneth Wilmot, 513 Fort Avenue, discussed concerns regarding the trees around the watershed. He stated that the Forest Plan did not address the environmental impact that would occur when trees were cut down at the Lake Gordon property. He talked about how beneficial trees are to the environment and recommended that timbering be stopped.

John Fetchero, 648 Fayette St., had follow-up questions to the CDBG funds discussed at the last meeting. He questioned whether there was a 5-year plan and was advised that there was; he asked for clarification on the Amtrack Project / Mechanic Street Sidewalk Improvement Project, and Kathy McKenny, Community Development Programs Manager, provided additional information regarding the project's intent to improve the corridor between the Amtrak station and the Great Allegany Passage. He questioned a prior Order approving purchase of a Crew Cab truck and was advised that it was purchased for use in the public works department.

All public comments are limited to 5 minutes per person

VIII. Adjournment

With no further improvements at hand, the meeting adjourned at 6:36 p.m.

Minutes approved on: July 3, 2018

Mayor Brian K. Grim

ATTEST: Marjorie A. Woodring, City Clerk

Regular Council Agenda
April 17, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND

UTILITY DIVISION

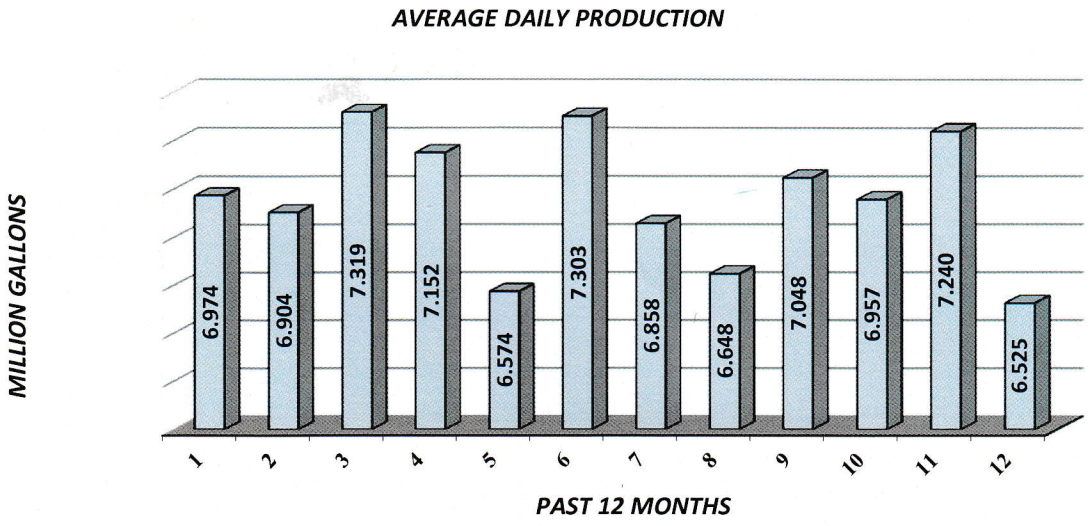
MONTHLY REPORTS

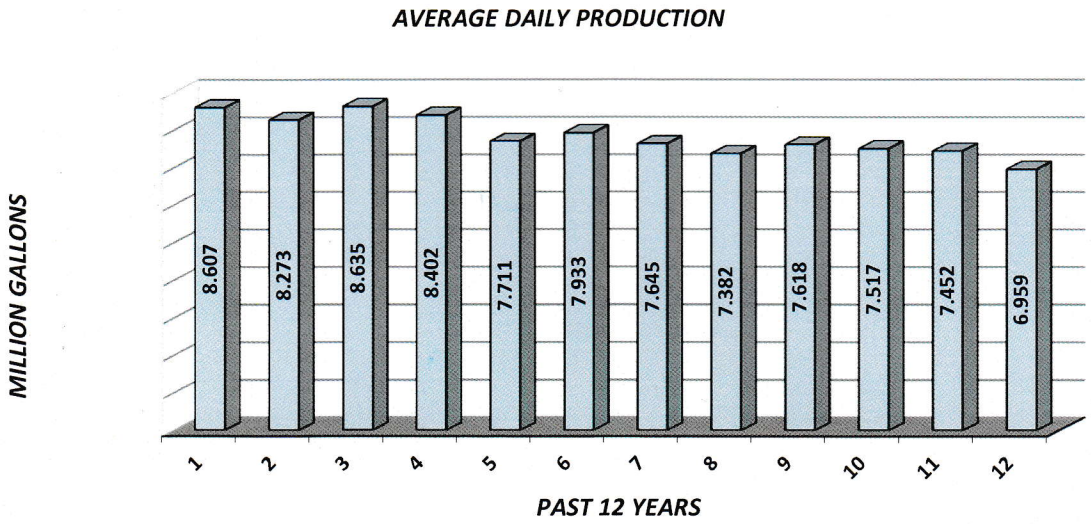
March 2018

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

MONTHLY UTILITY REPORT

MARCH 2018





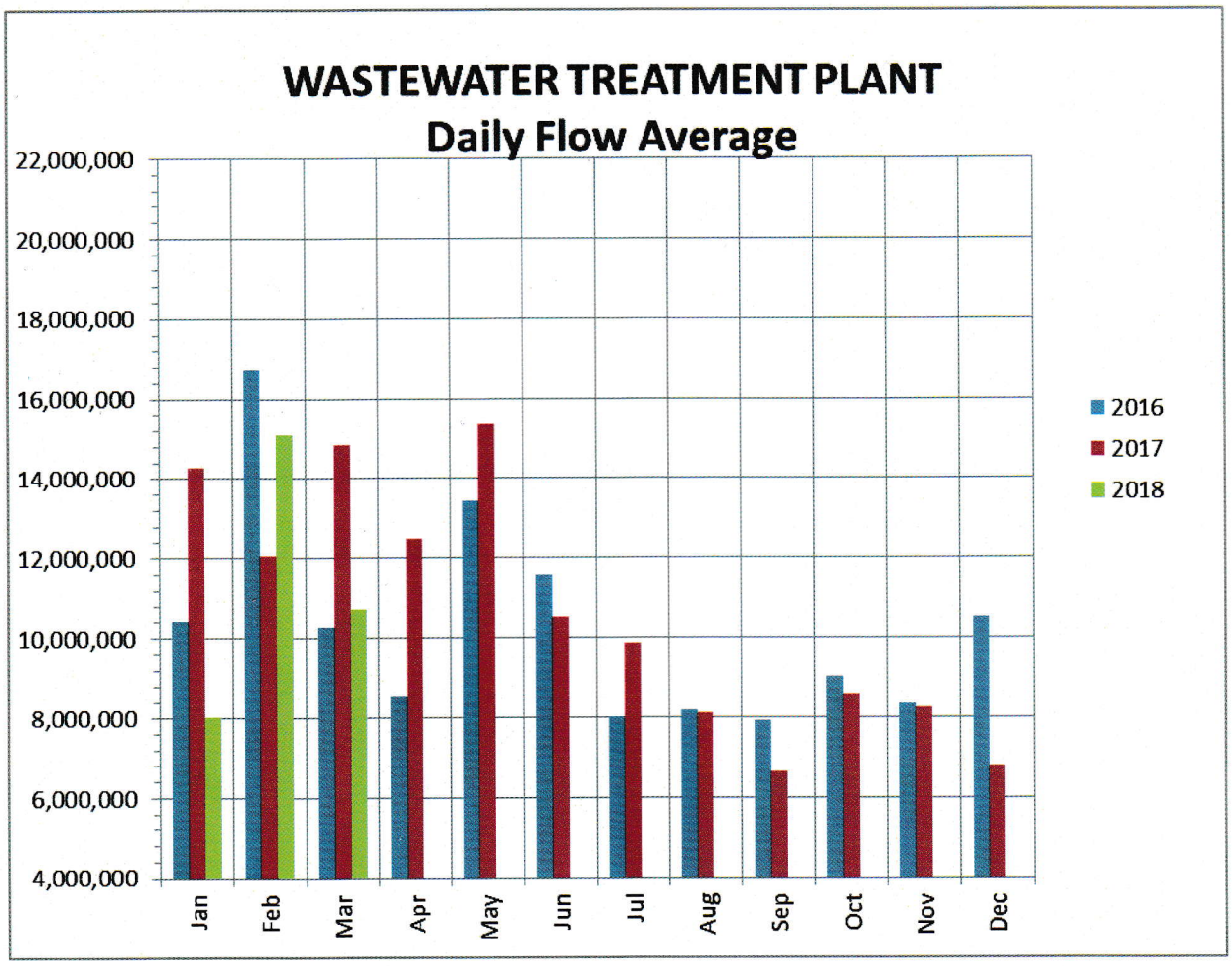
BRIEF LISTING of EVENTS

- > *100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS*
- > *OVER 100 PREVENTIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALYSIS PERFORMED/LAKES AT 100% CAPACITY*
- > *TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7*
- > *WFP STAFF HAVE COMPLETED UPGRADES AND MODIFICATION TO SODIUM HYPOCHLORITE FEED SYSTEM*
- > *PROCESS ADJUSTMENTS AND TESTING IS BEING MADE TO ADDRESS HIGH MANGANESE LEVELS IN WFP WASTEWATER DISCHARGE*
- > *FIRST 17 MONTHS OF SAMPLING SOURCE WATER FOR CRYPTOSPORIDIUM HAS DETECTED ZERO OOCYSTS*
- > *SECOND ROUND OF MACROINVERTEBRATE BASELINE SAMPLING IN TRIBUTARIES TO OCCUR APRIL 2018(WPA CONSERVANCY)*

Wastewater Treatment Plant – March 2018

OPERATIONS:

Treated 331,953,000 gallons @ an average of 10.708 million gallons per day. Removed 176,350 pounds of total suspended solids, 166,937 pounds of BOD, 32,392 pounds of total nitrogen, and 4,983 pounds of total phosphorous. Processed 1,009,913 gallons of sludge producing 95.25 Dry tons of Class "A" bio-solids. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.



Sewer & Flood Monthly Report - March 2018

SEWER

9,379	Ft. Sewer Mains Flushed
5	Service Lines Repaired: 403 Linden St., 127 Cumberland St., 913 Harding St., 203 Wallace St., 913 Harding Ave.
3	Service Mains Repaired: Pierre & Frederick St., City View Terrace, 764 Bishop Walsh Rd., Frederick St. & Lowell
4	Overflows Checked
18	Catch Basins Cleaned
3	Cleanouts installed
157	Ft. of Sewer Lines Televised
	Assisted Water Department at two (2) Sites
	Hydro Excavate - Sewer at six (6) Sites
	Confined Space Training

FLOOD

Test Run Station Pumps
Checked Pump Stations and CSO's
Checked Holes
Run Gates
Assisted work on new Flood Building
Cleaned Bull Pen, Washington St., and Blue Springs
Confined Space Training

WATER DISTRIBUTION

Utilities Activity Report for March 18

REQUEST	W/E 3/9/18	W/E 3/16/18	W/E 3/23/18	W/E 3/30/18	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs		13	14	15	42
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	3		2	2	7
CURB/METER BOX MAINTENANCE		1			1
LEAK INVESTIGATIONS/turn off-on	4	6	5	3	18
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	18	20	17	12	67
REPAIR WIRING/GET READING			1		1
ORANGE TAG FOR REPAIRS	3	4	1	2	10
YELLOW TAG FOR H/L USAGE/APPT					0
RED/PINK TAG FOR SHUT OFF	3	1			4
TURN WATER ON	24	36	23	32	115
TURN WATER OFF		3	2		5
NONPMT/BAD CK/AGREE SHUT OFFS	28	43	22	24	117
SHUT OFF RECHECKS	59	76	6	24	165
PULL METERS - READS/SPAC/WR OFF					0
PUT METERS BACK ON LINE/READS	4	1		2	7
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS	1				1
INSTALL COUPLERS/PLUGS/LOCK	1	2	3		6
NEW METER/DIAL	31	18	3	1	53
METER TESTS-Residential		4	5	3	12
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER	1		1	1	3
MOVE METERS OUTSIDE/READINGS	10				10
Smartpoint change outs/New installs	10	2	1	2	15
Replace smartpoint antenna	1				1
REPAIR/REACTIVATE/MOVE SPs		1	1	2	4
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	10				10
HYDRANT/IRRIGATION METER					0
Total					674
Pipe Technicians					
LINE LOCATOR	82	80	61	40	263
TAPS SERVICED	4		3	3	10
LEAKS REPAIRED			1		1
PUT 30" & 36" VALVES BACK TOGETHER	7				7
LOCATE 2" AIR VALVE ON 24" MAIN/N WAV	7				7
BACKFILLED 213 ARCH	1				1
500 KINGSLEY - REMOVED CONCRETE BOX	4				4
REPLACED HYD FREDERICK @ EICHNER		5			5
ABANDON SERVICE - 468 COLUMBIA ST		3			3
CHECK FOR LEAK - 609 WASHINGTON ST		3			3
ABANDON SERVICE - 520 BALTIMORE AVE		4			4
GREASED HYD #613		4			4
FUELED EQUIPMENT & TRUCKS		4			4
REPLACED HYD #815T		4			4
REPAIRED LEAK PARK @ HARRISON			5		5
SHOVELED AROUND HYDRANTS			5		5
CLEANED UP FITTINGS & WAREHOUSE			4		4
PLOWED PARKING LOT @ WAREHOUSE			4		4
SHOVELED HYDS @ SCHOOLS/NSG HOMES			3		3
PUT NEW LID ON VALVE BOX @ PARK TANK			5		5
BAGGED & LOCKED OUT OF SVC HYDRANTS			2		2
CHECKED VALVE BXS NEEDING REPLACED			2		2
NO WATER CHECK - 55 OAK/OFF INSIDE				3	3
REPLACED BOX - 1023 SHADES LN				3	3
FLUSHED HYD END OF SHADES LN				3	3
FILLED HOLE & TAMPED - PINECREST				2	2
					0
					0
					0
					0
Watershed					
Assisting Carl Belt with valve replacements Pine & Central					
Fueled generators					
Picked up oil					
Check out area for 2" meter					
CPR/First Aid Training					
Water leak on 36" main - dug across main for new service line					
211/213 Arch St - Separation of Service					
Backfilled 300' of ditch					
Loaded 30" & 36" valves onto truck					
Fixed water line - 1" service line on 36" main					
Get Smart on Smart Meter Solutions Training (MRWA)					
Marked water line on Adam's family farm					
Installed blue marking posts on valves					
Picked up materials					
Checked valve on Adam's farm					
Performed maintenance on excavator					
Performed maintenance on vehicle					
Performed maintenance on equipment					
Removed tree stump					
Performed building maintenance					
Picked up trash around lakes					
Projects					
Projects -					0
WEEKLY TOTALS & GRAND TOTAL					1035

Regular Council Agenda
April 17, 2018

Description
Utilities Division monthly reports for March, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	The funds that were approved last year are not enough to properly complete the project. A new application for funds has been submitted to MDE and we should know if the additional funds will be available in June, 2018. This project has been complicated because of location of the sewer lines deep under the CSX Yards.	JDF	4/2/2018
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	Base slab anchors in place, waterproofing membrane installation is underway. Base slab reinforcing steel deliveries are ongoing, and placement will start in the near future. Overall project is about 14% complete	PJD	4/2/2018
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction Closeout	**NO CHANGE** - Work is complete and final close out, waiting for the contractor to submit request for release of retainange	JRD	2/12/2018
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	**UPDATE** - Project design is 75% complete and is expected to be put out for bid in late April	RLS	4/2/2018
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Currently not a high priority project.	PJD	4/2/2018
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications	RFP	**UPDATE** Trees along flood wall and levees will be removed by a contractor and the stumps sprayed with herbicide to kill them.	PTE	4/2/2018
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	**NO CHANGE** Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being. The evaluation of the WWTP and WFP will provide recommendations concerning this project in 2018.	JDF	4/2/2018
2014	05-14-M	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	Belt Contract to mill and pave	Construction	Work on Bedford Street and Fayette Street in conjunction with the Gas Company has been completed. No more paving work will be done in 2017. This cooperative paving work has proven to be very successful and is expected t resume next year, but a new contract will have to be acted on by the Mayor and City Council, because SHA has a new contract.	JDF	1/11/2018
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Construction Closeout	**NO CHANGE** - Construction complete, and waiting for punch list items to be completed (as weather permits)	JRD	2/12/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	SHA/Federal Highway comments received 3/29/18.	PJD	4/2/2018
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Work continues.	PJD	4/2/2018
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	**NO CHANGE** - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	JDF	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	**NO CHANGE** - This project should become a Canal Place Project. There has not been much activity on this project recently, however we will keep it here until it is either dropped or started by Canal Place. Hopefully a new project under Canal Place will begin in 2018.	JDF	1/11/2017
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Construction	Construction is underway, and progressing apace.	PJD	4/2/2018
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Construction	**NO CHANGE** Project continues. Stream sampling ongoing on a monthly basis.	RJK	4/2/2018
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	**NO CHANGE** SEE 29-17-UTIL for further updates.	RJK	2/15/2018
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Complete	First Phase of project complete. Electric Conduit has been installed. Street has been milled and paved. Reimbursement was submitted to MD for the release of State Bind Funds.	KAR	4/11/2018
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	**NO CHANGE** - The Letter of Final Determination date is now 11/2/17, with a projected effective date of 5/2/18.	PJD	1/2/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2016	5-16-SWM	Gasoline and Manual Car Wash Station - Willowbrook Road	L.C. Nixon Development Company Car Wash and Gas Station development of an existing property into a Gas Station and manual car wash.	Design	**NO CHANGE** - Work can start as soon as the Owner desires.	PJD	2/12/2018
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	Design continuing, primarily on non-aesthetic aspects.	PJD	4/2/2018
2016	13-16-RE	Constitution Park Pool - Liner and Main Drain Improvements	The main drain is being installed by Carl Belt, Inc. and the Liner is being done by RenoSys under two separate contracts	Construction	**NO CHANGE** -The bathhouse floor and wadding pool were added to the project. The project looks great, however there was an issue with water getting under the pool liner of the wadding pool. It now appears that that issue will have to be resolved in the spring of 2018.	JDF	12/7/2017
2016	1-16-W	Willowbrook Road 12" Waterline Replacement	Replacement of 12" waterline along the NE side of Willowbrook Rd from the roundabout (Main Hospital Entrance) through the intersection of Country Club	Planning	Bids opened 3/28/18, and are under review.	PJD	4/2/2018
2016	16-16-SWM	The Final Touch Building Addition	Addition of a 5,000 SF building and new parking lot at the Kelly Road facility	Construction	Complete. This will be the last report for this project.	PJD	4/2/2018
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	**NO CHANGE** -Plans need to be modified and the project bid, but it is important to hold this work until the New Baltimore Street Town Centre Project is started to make sure that the design is compatible.	JDF	6/1/2017
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	Needed repairs were identified in the latest Bridge Inspection Report. We asked for a price, but in that process it was determined that we needed additional Engineering to prepare the specifications for the needed repairs. This work needs to be done and we are working on funding. So far we have not found any funding source other than the City or possible State Aide in lieu of Federal Aide.	JDF	1/11/2018
2017	1-17-M	Cavanaugh Ball Field Concession Renovations	Gut and rebuild of interior concession structure at Cavanaugh Ball Field. To include new electric 200 amp service and new plumbing. Interior will be ADA accessible with ADA Compliant bathrooms. New Score Board was purchased to be installed.	Complete	NEW- Project is substantially complete. Waiting for invoice for scoreboard payment.	KAR	4/11/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	This project has been delayed because of other work, but must be done.	JDF	11/1/2017
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Design	MDE did not approve this project, but it has been in need of replacement for a very long time and the best time to do it is with the SHA Deck Replacement planned for 2018. The City will have to pay the costs, but the Engineering is being done by the same design firm doing the bridge Deck Design and the work will be incorporated into the construction contract. Design is about 40% complete. Project will include tow fire hydrants to allow the line to be drained, and also provide fire protection on Rte. 51. The line will also be insulated, which will also provide a protective cover for the line. Past damage has been from salt water leaking through he bridge joints on the existing steel line. The new line will be ductile iron pipe. In December we were informed of an issue with CSX and are working on a resolution, however it is possible that SHA will not continue with the design of the water line.	JDF	1/11/2018
2017	8-17-M	Baseline Water Quality Sampling Evitts Creek Water Company	Western Pennsylvania Conservancy to provide detailed technical and scientific consulting to the ECWC including: Habitat Characterization and Baseline Water Quality Sampling.	Construction	**UPDATE** Stream sampling to take place April 17th. Results well be presented at the July Evitts Creek Steering Committee meeting.	RJK	4/2/2018
2017	09-17-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	Project is awarded to Service Pro	KAR	4/11/2018
2017	10-17-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	Project is awarded to Prestiage	KAR	4/11/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	12-17-M	Computer Aided Design Services	Computer Aided Design (CAD) Services to prepare several AutoCAD Templates, to convert existing standard construction details to CAD, and to create several new standard construction details.	Design	Work on the standard CAD details and a new CAD template are continuing to progress. A review meeting will be scheduled near the end of January.	JRD	1/11/2018
2017	13-17-RE	Constitution Park Sound Garden	A sound garden/sound park has been proposed of Constitution Park. This would be a collection of Outdoor Musical Instruments used for recreation and education.	Planning	Hayden Ort-Ulm is currently getting plans of the xylophone, and is getting a manufacturing cost estimate. Engineering will assist in preparing a site plan, and an erosion & sediment control plan if necessary.	JRD	2/12/2018
2017	14-17-WFP	Water Filtration Plant Evaluation	This is an evaluation of the City's Water Plant, being done by GD&F.	Study	Study is about 60% complete as of this date.	JDF	10/18/2017
2017	15-17-WWTP	Wastewater Plant Evaluation	Being done along with 14-17-WFP	Study	This study is also about 60% complete.	JDF	10/18/2017
2017	16-17-	NA	NA	N/A	NA		
2017	17-17-W	24" Main Break Emergency Repairs	Decatur and Glenn Streets	Construction	This emergency work is complete. The work was done by Carl Belt, Inc and was handled by Public Works with assistance from Engineering.	JDF	10/18/2017
2017	18-17-M	Maryland Avenue Development	This is not and Engineering Project, but included here to cover future department work with the development.	Planning	No Department work yet, but a design meeting had been planed and later canceled.	JDF	10/18/2017
2017	19-17-M	Recycle Coach App	Smart phone app for recycling schedules	Planning		RJK	4/2/2018
2017	20-17-WFP	Return on Environment Plan	Bedford County Comp Plan - Optional localized study	Study	**NO CHANGE**	RJK	4/2/2018
2017	21-17-PSB	Public Safety Building Underground Storage Tank Removal	Heating Oil Underground Storage Tank (UST) - Not in use/reviewing removal option	Planning	**NO CHANGE**	RJK	4/2/2018
2017	22-17-RE	Constitution Park and Area Plan (Bike & Walking Paths)	Using MPO Funds through Allegany County this project will work to develop a plan for paths through the Park and also provide connection link to City streets, as well as the WMHS (hospital) and ACM on Willowbrook Road.	Planning	ALTA has been granted a contract to put this plan together and it will include public input as various location on October 25 and 26, 2017. Although not really a part of this planning process, it is expected that other Park needs will be highlighted. In additions to bike and pedestrians paths, this process may include other facilities, like skating and the sound garden (3-17-RE) and other items that come out of the public outreach. Meetings with ALTA are being planned for May 14, 2018.	JDF	4/2/2018
2017	24-17-S	Investigation of Floodwall Underdrain Leak at Valley Street Bridge	Ascertain the source of the sewage that is leaking into the floodwall under drain noted at an under drain box about 90 feet upstream of the Valley Street Bridge, and develop a plan and cost estimate to effect repairs.	Planning		RS	

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2017	25-17-SWM	Lions Manor Parking Lot	Due to the site changes from the construction of Allegany High School at the former Sacred Heart Hospital site, Lions Manor will need additional parking.	Planning	SMW design is approved.	PJD	4/2/2018
2017	26-17-SWM	Greene Street Gas Line	New line by Columbia Gas for Greene Street, Allegany Street and Arnett Terrace	Planning	Columbia Gas project	PJD	2/12/2018
2017	27-17-SWM	Oak Street Gas Line	New Gas line, by Columbia Gas, for portions of Oak, Lamont and Gay Streets	Construction	Work is near completion restoration will being mid April	KAR	4/11/2018
2017	28-17-SWM	Frederick Street Gas Line	New gas line, by Columbia, on portions of Frederick, Linden, Bedford, Marietta, Victoria and other Streets	Construction	Main line replacement is underway	KAR	4/11/2018
2017	29-17-UTIL	Asset Management Plan Implementation Utilities		Planning	**UPDATE** Asset Management Program/Capital Improvement implementation. The Grounding Analysis was complete and a report delivered on March 8. Meetings scheduled for April 12 and 13th to strategize implementation of the City's program.	RJK	4/2/2018
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	**UPDATE** Nine (9) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation.	RJK	4/2/2018
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	N/A	Funding request submitted to MDE. Information on that request is expected prior to June, 2018. A scope of work and an RFP for Engineering is in progress.	JDF	4/2/2018
2018	01-18-RE	Constitution Park Pool Slide Resurfacing	Re-Gel coat the interior of the main slide in the pool. Repainting of the exterior slide	Construction	Project has been awarded to ASTRATEK waiting for weather to change to being work	KAR	4/11/2018
2018	02-18-RE	Cavanaugh Ball Field Lighting Project	Purchase and installation of new MUSCO lighting system planned for installation	Design	Bid Documents are being complied at this time. Plan to bid mid April	KAR	4/11/2018
2018	03-18-SWM	First People's FCU ATM Site-415 Mechanic St	Site changes involving ATM facility and addition to existing garage, as well as milling and overlaying existing paved surface.	Design	SWM Plan approved.	PJD	2/12/2018
2018	04-18-SWM	Grand Avenue Gas Line	Columbia Gas project on Grand Avenue	Planning	Columbia Gas project	PJD	2/12/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						March 31, 2018	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2018	05-18-WWTP	WWTP Roof Replacement - Dewatering Building	This project includes replacement of the existing built-up roof system (BUR) at the Dewatering Building for the Wastewater Treatment Plant (WWTP-DB) with a new BUR system. The existing WWTP-DB contains 5 different roof levels, with a combined area of approximately 6,100 SF.	Construction	**UPDATE** - Bids were received on 3/28 and are currently being evaluated. Construction is expected to occur in late spring.	RLS	4/2/2018

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						March 31, 2018	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	UPDATE 2018 Recycling Calendars are available at City Hall or via the City's website! More people are signing up for NOTIFY ME due to advertising on new calendar.	RJK	2-Apr-18
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	NO CHANGE	RJK	2-Apr-18
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	**NO CHANGE**	RJK	2-Apr-18
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	**NO CHANGE** - Renewal application due July 2018.	RJK	2-Apr-18
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**NO CHANGE**	RJK	2-Apr-18
	WFP	NPDES Permit	Requirements for compliance		NO CHANGE	RJK	15-Feb-18
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**UPDATE** The Evitts Creek Steering Committee meetings are being moved to the PM for April and July to see if we can experience better voting member attendance.	RJK	2-Apr-18
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**UPDATE** Planning for Arbor Day and spring planting	PTE	2-Apr-18
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	NO CHANGE Working on updates and corrections based on public meeting comments.	PTE	2-Apr-18

Regular Council Agenda
April 17, 2018

Description
Engineering Division monthly report for March, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Administrative Services Monthly Report for February, 2018

April 17, 2018

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of February, 2018:

Management Information Systems Department

Monthly Report
February 2018

Statistics

330 completed help desk requests
237 open help desk requests

Activities

Major department initiatives in the past month include:

- Assist CPD with video extraction from crime scene DVRs
- Continued examining Parking Violation Systems from RFP
- Continued working with Sensus to upgrade FlexNet Meter Reading System
- Continued working with MuniLink to replace Utility Billing System
- Work with City Clerk and Risk Manager on Risk Management System

Parks & Recreation Department
February 2018

Pavilion Reservations began on Monday February 5 for the 2018 season. Six covered Pavilions are available at Cumberland's Constitution Park.
$ 100.00 for the Large Pavilion and $ 75.00 for the Small Pavilion. Public response has been good.

Reservations made in the month of February – 55

Co-ed Volleyball League - 6 teams, 48 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown.
2 weeks of games – 6 matches - Attendance 96

Areas of work

- Contact representatives for area leagues, groups and schools intending to use City fields for the upcoming spring/summer ball field and facilities. Begin receiving Facility Use Requests for League and tournament play for 2018 season.
- July 4th Fireworks contract was determined to be Starfire Corporation of Carrolltown PA.
- Continue to take and review Seasonal applications for Lifeguards, Day camp, park watchman. (Pool employee interviews to be scheduled for March 31 at FSU pool)
- Continue working on 2018 season for Park Pool and Constitution Park Day Camp
- Receive park pavilion reservations and fee payments
- Work with Park Pool concession stand improvements and new operator for the season
- Scheduling Music and entertainment for the Sunday in the Park Concert Series.
- Work with various improvement projects – pool slide renovations, ball field improvements etc.

Meetings

- Recreation Advisory Board meeting held on February 5
- Staff Meetings each Thursday
- 21st Century After School Program steering Committee meeting
- Al Abrams ballfield improvement meeting
- Concession Stand improvement meetings

Upcoming

- March Recreation Advisory Board Meeting – Monday March 5, 2018
- Continue Field and facility usage approvals and schedules
- Seasonal staff interviews for Day Camp and Park Pool
- Plans for Annual Easter Egg Hunt – Friday March 30
- Planning for School Marble Tournaments
- Day Camp and Pool related season for 2018

Community Development

Community Development Report – February 2018

CODE COMPLIANCE

Building and Code Enforcement Activity:

December: 50 new complaint calls with 9 of those closed. Also closed 6 earlier cases.
FY18 *to date* (July-Feb): 345 complaints with 144 closed. (avg. 43 received/@ of 8 months)

Nuisance & Junk Vehicle		Property Maintenance		Building code	
Reported	33	Reported	16	Reported	3
Resolved	12	Resolved	2	Resolved	1

Housing Code		Zoning	
Reported	8	Reported	0
Resolved	1		

Permits, Applications, and Licenses *(AS400 02/2018 report in Debbie's absence)*

Building Permits		Residential Rental License		Plan Reviews	
Received	5	Received	6	Received	0
Issued	6	Issued	6		

Occupancy Permit
Received: 8
Issued: 1

Housing Inspections
Conducted: 35

Revenue *(AS400 01/2018 report in Debbie's absence)*
Building Permits:.....$3,030.00
Miscellaneous Permits:..... 75.00
Occupancy Permits: 180.00
Utility Permits:.....0.00
COAs.....60.00
Reviews, Amendments, and Appeals: 0.00
Rental Licenses:.....175.00
Paid Inspections:.....0.00

Municipal Infractions:.....0.00
TOTAL **$3,520.00**

Demolition Permit (Bonds) 0.00

COMMUNITY DEVELOPMENT PROGRAMS

Community Development Block Grant (CDBG)

Activity	*Year*	*Initial Funding*	*Environmental Review*	*Contract*	*Spent*	*Remain*	*% Complete*
Balt/Amtrak Infrastructure Imps; Downtown Benches	2013	$144,151.06	x	x	$138,513.00	$5,638.06	96%
Balt/Amtrk Infrastructure Imps/Mechanic St	2014	$181,820.00	x		$48,300.00	$133,520.00	27%
CNHS Closing Cost Grants	2016	$32,000.00	x	x	$11,212.35	$20,787.65	35%
ADA Sidewalk Improvements - Downtown	2015	$50,000.00	x	x	$18,117.54	$31,882.46	36%
YMCA Rehabilitation Phase 2 (lower Level)	2016	$67,981.00	x	x	$0.00	$67,981.00	0%
HRDC Rental Rehabilitation (3)	2016	$24,200.00	x	x	$0.00	$24,200.00	0%
Goethe Street ALU	2016	$138,040.02	underway		$0.00	$138,040.02	0%
Amtrak Phase 2 - Mechanic St.	2016	$97,811.00	x		$0.00	$97,811.00	0%
Transitional Shelter Rehabilitation 16-18 Arch St.	2016	$21,500.00	x	x	$0.00	$21,500.00	0%
Cavanaugh Ballfield - Imps 1	2016	$73,879.00	x	x	$73,879.00	$0.00	100%
Denture Clinic 2016	2016	$7,009.89	x	x	$5,935.00	$1,074.88	85%
HRDC Office of Housing Opportunity	2016	$7,000.00	x	x	$7,000.00	$0.00	100%
YMCA Rehabilitation Phase 3 - Gilcrist Center	2017	$60,489.21	underway		$0.00		0%
Friends Aware, Inc. Residential Rehabilitation	2017	$49,882.21	underway		$0.00		0%
Friends Aware, Inc. - LEC Rehab. Phase 3	2017	$70,489.21	x	x	$0.00		0%
George St. ADA Sidewalks Project	2017	$50,489.21	underway		$0.00		0%

Community Betterment Sidewalks	2017	$101,489.22	underway		$0.00		0%
Homestead Acquisition	2017	$53,813.29	x	x	$0.00		0%
Family Crises Resource Center Shelter	2017	$10,489.21	x	x	$5,966.20	$4,523.01	57%
HACC Jane Frazier Village Sidewalk Improvements Ph. 2	2017	$30,489.21	x	x	$30,489.21	$0.00	100%
Archway Station WRAP Youth Program	2017	$3,096.21	x	x	$994.17	$2,102.04	32%
Short Term Prescription program	2017	$7,489.21	x	x	$0.00		0%
Long Term Prescription Program	2017	$15,489.21	x	x	$0.00		0%
Family Junction Parenting Program	2017	$15,489.21	x	x	$0.00		0%
Cavanaugh Ballfield - Imps. 2	2017	$55,489.21	underway		$0.00		0%
Friends Aware, Inc. - Transportation Project	2017	$9,489.21	x	x	$9,489.21	$0.00	100%
HRDC Emergency Homeless Prevention Program	2017	$20,489.21	x	x	$0.00		0%
Denture Clinic 2017	2017	$6,489.21	x	x	$0.00		0%
Emergency Dental Access	2017	$10,489.21	x	x	$375.00	$10,114.21	4%
Amtrk Infrastructure Improvements Phase 4	2017	$50,489.21	underway		$0.00		0%

Comptroller's Office
Activity Report – February 2018

Cash Flow:
Attached for your review is a Cash Flow Summary for the month of February 2018.

On February 1, 2018 the City had a cash balance of $2.3 million. Receipts exceeded disbursements by $259,705 in February leaving the City with a cash balance of $2.3 million at February 28, 2018.

As of February 28, 2018, the significant tax receivable balances were as reflected in the table below. The balances prior to FY 2016 are comprised mainly of unpaid personal property taxes. A significant portion of the unpaid personal property taxes are likely uncollectible due to bankruptcies, insolvencies and/or inability to locate owners. The recent push working with the City Solicitor has generated some success, but we likely be writing off uncollectible personal property taxes in the coming months.

Taxes receivable (General Fund) $ 2,419,443

	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2018	$ 1,668,838	$ -	$ 205,472	$ -	$ 1,463,366
FY 2017	516,585	-	41,612	-	474,973
FY 2016	238,680	-	29,848	-	208,832
FY 2015	48,063	-	1,293	-	46,770
FY 2014	27,099	-	1,087	-	26,012
FY 2013	25,553	-	633	-	24,920
FY 2012	29,246	-	1,950	-	27,296
FY 2011	46,782	-	634	-	46,148
Prior FY's	101,461	-	-	-	101,126
	$ 2,702,307	$ -	$ 282,529	$ -	$ 2,419,443

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

Real property (non-owner occupied)	$ 831,750
Non-Corp Personal Property	8,506
Corporate Personal Property	124,984
Real Property (semiannual payments)	498,126
Real Property (Half Year)	-
	$ 1,463,366

March is a 3-pay month so the cash required to meet payroll is an estimated $1,600,000.

The City liquidity position continues to be strong as illustrated in the cash and investments table following table. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary
February 28, 2018

	Cash	Investments
Beginning Balance	$ 2,085,341	$ 15,041,742
Add:		
Cash Receipts	5,091,166	-
Investment Transfer	1,000,000	-
Less:		
Disbursements	4,831,462	-
Investment Transfer	-	1,000,000
Ending Balance	$ 3,345,045	$ 14,041,742
Restricted	$ 377,627	$ 1,103,845

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

Restricted Cash

	2/1/2018	Increase	Utilization	2/28/2018
Police Seizures	$ 153,822	$ -	$ 9,557	$ 144,265
Bowers Trust	76,750	-	-	76,750
Restricted Lenders	106,341	-	-	106,341
Other	50,271	-	-	50,271
	$ 387,184	$ -	$ 9,557	$ 377,627

Restricted Investments

	2/1/2018	Increase	Utilization	2/28/2018
DDC	$ 6,675	$ -	$ -	$ 6,675
GOB 2013	1,096,066	1,104	-	1,097,170
	$ 1,102,741	$-	$-	$ 1,103,845

Other restricted cash in includes demolition bond deposits held and solicited donations for the Al Albrams Field, a Joe Maphis statute and for a P&R Sound Garden at Constitution Park community projects. The restricted Police Seizures were utilized for general Police expenditures and for K-9 dog expenses.

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

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs and projects. There have been no recent draws but the paving and road repair season will begin again in the spring.

Capital Projects and Associated Debt:

The table below illustrates undrawn Maryland CDA bond proceeds and the accumulated debt draws and grants received associated with the ongoing Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	2/1/2018	Utilization	2/28/2018
CDA 2014	$ 870,922	$ -	$ 870,922
CDA 2015	2,238,279	-	2,238,279
CDA 2017	786,597	-	786,597
	$ 3,895,798	$ -	$ 3,895,798

CSO Projects (current phase)

	12/1/2017	Utilization	12/31/2017
Evitts Creek Debt	$ 137,304	$ -	$ 137,304
Evitts Creek Grant	-	-	-
WWTP Debt	352,753	57,811	410,564
WWTP Grant	2,469,266	404,679	2,873,945
	$ 2,959,323	$ 462,490	$ 3,421,813

CDA 2014 and 2015 bond proceeds are intended for a variety of General Fund ($1.66 million), Water Fund (132,000) and Sewer Fund ($1.31 million) projects and are available to be drawn as required. The General Fund balance is primarily intended for street paving projects. The Water Fund balance is intended to various treatment plant and waterline improvements. The Sewer bond proceeds balances are primarily intended for Flood Control concrete work and wastewater treatment plant improvements and will be utilized as when the plant evaluation is completed. The CDA 2017 bonds is to finance miscellaneous vehicles and equipment. There were no CDA draws in February.

The Evitts Creek and Wastewater Treatment Plant (WWTP) CSO projects are underway. During February we received $405,000 in BRF grants and incurred new debt of $58,000 on the WWTP CSO project. There was no loan or grant activity on the Evitts Creek CSO project.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
April 17, 2018

Description
Administrative Services monthly report for February, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

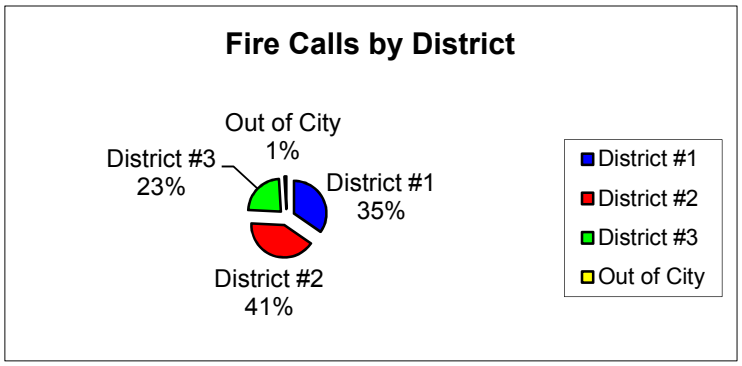
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF MARCH 2018
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 107 Fire Alarms:

Responses by District:	
District #1	37
District #2	44
District #3	25
Out of City	1
	107



Number of Alarms:	
First Alarms Answered	105
Working Alarms Answered	2
	107

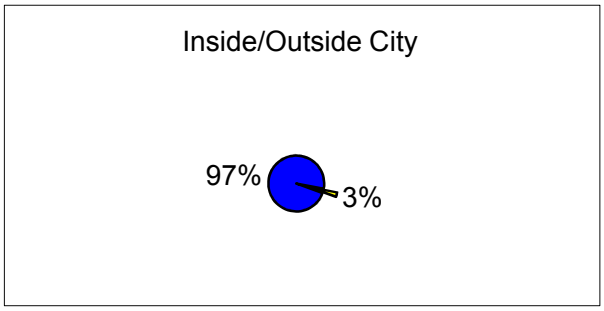
Calls Listed Below:	
Property Use:	
Public Assembly	4
Undetermined	5
Educational	0
Institutional	2
Residential	56
Industrial, Utility	1
Storage	2
Mercantile, Business	5
Special Properties	32
	107

Type of Situation:	
Fire	4
Overpressure, Rupture	0
Rescue Calls	54
Hazardous Conditions	10
Service Calls	9
Good Intent Calls	18
Severe Weather	2
False Calls	10
	107

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in March:	$9,520.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	$34,050.00
Fire Service Fees for Fire Calls Paid In March:	$685.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$7,610.00
Fire Service Fees for Inspections and Permits Billed in March:	$150.00
Fire Service Fees for Inspections and Permits Paid in March:	$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,600.00

Cumberland Fire Department Responded to 430 Emergency Medical Calls:

In City Calls	419
Out of City Calls	11
Total	438



Cumberland Fire Department provided 5 Paramedic Assist Calls:

1	Paramedic Assist Calls within Allegany County
4	Paramedic Assist Calls outside of Allegany County
5	

LaVale Vol. Rescue Squad	1
Keyser EMS, WV	1
Ridgeley VFD, WV	2
Short Gap VFD, WV	1
	5

Cumberland Fire Department provided 6 Mutual Aid Calls:

4	Mutual Aid Calls within Allegany County
2	Mutual Aid Calls outside of Allegany County
6	

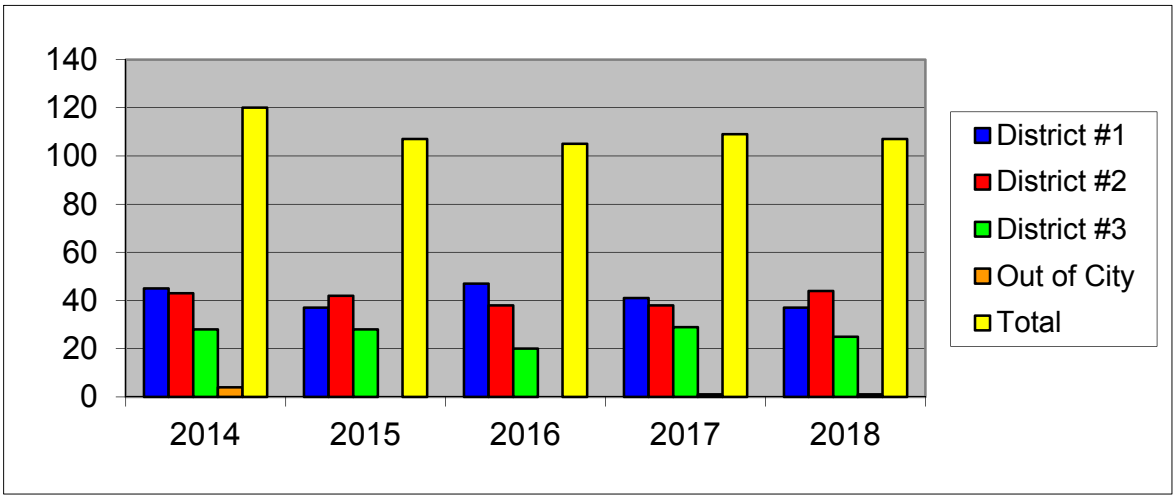
Bowman's Addition VFD	2
Flintstone VFD	1
LaVale Vol. Rescue Squad	1
	4
Cumberland Valley EMS, PA	1
Hyndman Area Rescue, PA	1
	6

Total Ambulance Fees Billed by Medical Claim-Aid for March:	$157,587.79
Ambulance Fees Billed Fiscal Year to Date:	$1,159,659.86
Ambulance Fees Paid: Revenue Received in March:	$91,532.62
FY2018 Ambulance Fees Paid in FY2018:	$640,324.41
Total Ambulance Fees Paid in FY2018:	$803,246.87

(All ambulance fees, current and previous fiscal years, paid in FY2018)

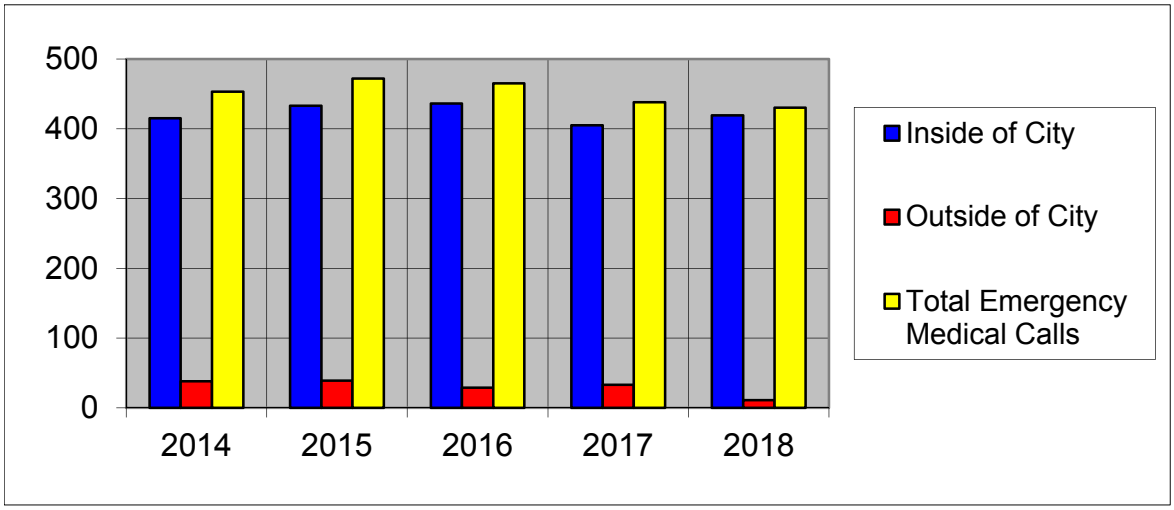
Fire Calls in the Month of March for a Five-Year Period

	2014	2015	2016	2017	2018
District #1	45	37	47	41	37
District #2	43	42	38	38	44
District #3	28	28	20	29	25
Out of City	4	0	0	1	1
Total	120	107	105	109	107



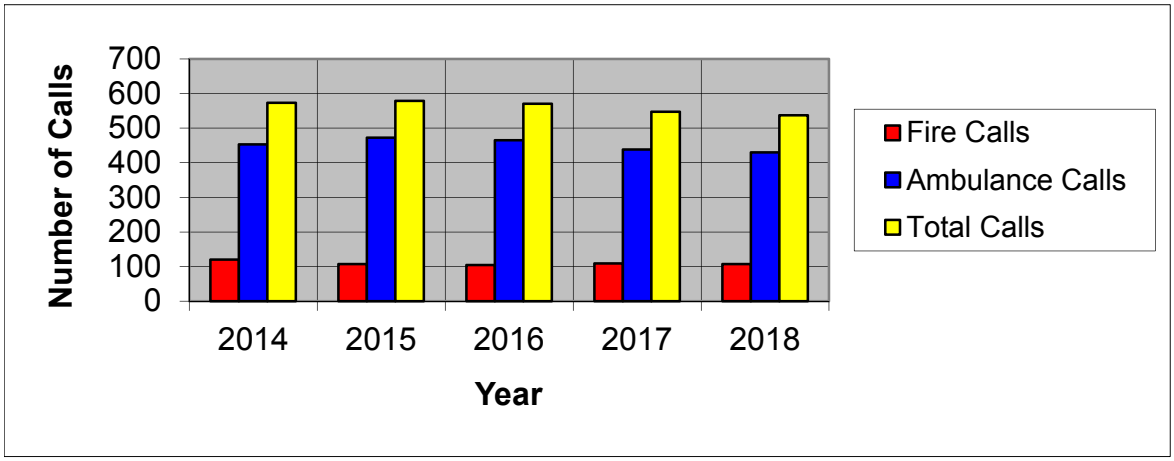
Ambulance Calls in the Month of March for a Five-Year Period

	2014	2015	2016	2017	2018
Inside of City	415	433	436	405	419
Outside of City	38	39	29	33	11
Total Emergency Medical Calls	453	472	465	438	430



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

	2014	2015	2016	2017	2018
Fire Calls	120	107	105	109	107
Ambulance Calls	453	472	465	438	430
Total Calls	573	579	570	547	537



Training:

Training Man Hours:	158.50	
Administrative Policies & Procedures		5.50
Safety		5.00
Hose Operations		24.00
Apparatus Check Procedures		48.00
SCBA Testing		31.00
Inservice Inspections		8.00
Plan Review		11.00
Driver Training		1.00
EMS 12-lead EKG		3.00
Physical Fitness		12.00
Turn-out Gear		10.00
		158.50

Fire Prevention Bureau:

Complaints Received	1
Conferences Held	67
Correspondence	13
Inspections Performed	3
Investigations Conducted	8
Plan Reviews	2

Personnel:

Firefighter/EMT-B Keith Hose resigned effective February 14, 2018.
Firefighter/EMT-B Eric Mowbray terminated effective March 28, 2018.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
April 17, 2018

Description
Fire Department monthly report for March, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland Department of Police

Monthly Report

March 2018

City of Cumberland Department of Police

Monthly Report

March 2018

Part 1 Crimes for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Aggravated Assaults	5	5	B & E (All)	15	23	Murder	1	0	Rape	0	1
Robbery	1	0	Theft - Felony	8	1	Theft - Vehicle	3	1			

Selected Criminal Complaints for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Theft - Misdemeanor	40	27	Theft - Petty	53	27	Domestic Assaults	24	27	CDS	65	53
Disturbances	189	166	DOP/Vandalism	35	26	Indecent Exposure	0	3	Sex Off - Other	3	5
Suicide	0	0	Suicide - Attmpt.	0	2	Tampering M/V	0	0	Abuse - Child	2	2
Trespassing	16	19	Assault on Police	4	2	Assault Other	53	34			

Selected Miscellaneous Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alcohol Violations	2	2	Juvenile Compl.	11	10	Missing Persons	13	6	School Resource	77	81
School Threat	1	4	Sex Off. Regist.	11	11	Truancy	9	13	Death Investigation	6	6

Selected Traffic Incidents for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
DWI	6	10	Hit & Run	22	24	M/V Crash	80	75	Traffic Stop	332	486

Selected Service Calls for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
Alarms	72	71	Assist Motorist	35	44	Check Well-Being	113	101	Foot Patrol	50	27
Assist Other Agency	59	59	Bike Patrol	0	0	Special Events	16	13	Suspicious Activity	95	84

Arrests Totals for the Month

	2017	2018		2017	2018		2017	2018		2017	2018
M/V Citations	42	82	M/V Warnings	269	394	Adult Arrests	170	170	Juvenile arrests	24	21

	2017	2018
Total Incidents Reported:	**2,299**	**2,339**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

March 2018

SWORN PERSONNEL: 47 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	8 officers
Squad 2A	8 officers
Squad 2B	8 officers
C3I/C3IN	4 officers
School Resource	2 officers
Academy	2 officers

CIVILIAN EMPLOYEES: 7 full time, 7 part time

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

* = Grant funded ** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 507 HOURS YEAR TO DATE (beginning 7/1/17): 6855 HOURS
COMP TIME USED: 225 HOURS YEAR TO DATE (beginning 7/1/17): 2167 HOURS
SICK TIME USED: 383 HOURS YEAR TO DATE (beginning 7/1/17): 7174 HOURS

OVERTIME REPORT

OVERTIME WORKED: 294 HOURS YEAR TO DATE (beginning 7/1/17): 2899 HOURS
HOSPITAL SECURITY: 161 HOURS YEAR TO DATE (beginning 7/1/17): 1182 HOURS
COURT TIME WORKED: 228 HOURS YEAR TO DATE (beginning 7/1/17): 1022 HOURS

TRAINING REPORT

94 OFFICERS ATTENDED 30 TRAINING SESSIONS FOR A TOTAL OF 422 HOURS

Regular Council Agenda
April 17, 2018

Description
Police Department monthly report for March, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard
David Caporale
Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: February 20, 2018

I. Closed Session

1. 5:00 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b) (1), (7), and (8) of the General Provisions Article of the Annotated Code of Maryland to discuss board and commission appointments, to obtain legal advice regarding CSX bridge issues, and to consult with staff regarding issues that could be relevant to potential litigation

   Motion to move into closed session was made by Councilman Cioni, seconded by Councilman Caporale, and was passed on a vote of 5-0.

2. Executive Session

II. Open Session

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

   Mayor Grim convened the meeting at 6:25 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Richard J. Cioni, Eugene Frazier

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting

   Mayor Grim announced that a Closed Session had been held on Tuesday, February 20, 2018,

at 5:00 p.m. and read into the record a summary of that session which is attached hereto and made a part of these minutes as required under Section 3-306(c) (2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Presentations

1. Presentation on proposed enhancements to on-line access of the Herman Miller Photo Collection from Kathy McKenney, Community Development Programs Manager

   Ms. McKenney offered some history of the Herman Miller Photo Collection and advised of new technical enhancements that would provide the photos in a higher resolution format with options to be searched by keyword and downloaded into the user's own collection. The photos would now be available to the public free of charge.

VII. Director's Reports

(A) Public Works

1. Engineering Department monthly report for January, 2018

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

(B) Administrative Services

1. Administrative Services monthly report for December, 2017

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

(C) Fire

1. Fire Department monthly report for January, 2018

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

(D) Police

1. Police Department monthly report for January, 2018

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

VIII. Approval of Minutes

1. Approval of the Work Session Minutes of December 13, 2017 and the Public Session Minutes of January 2, 2018

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

IX. Unfinished Business

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - authorizing execution of a deed to convey to Cumberland Housing Alliance, Inc. certain surplus property known as 32 Virginia Avenue, 34 Virginia Avenue, 321-323 Pennsylvania Avenue, and 325 Pennsylvania Avenue to be used in the Cumberland Housing Revitalization Program

   Mr. Rhodes provided background on the Ordinance, advising that the Housing Alliance intended to make use of former blighted properties that the City had acquired and demolished by building new construction on the sites as part of their infill revitalization project.

   SECOND READING: The Ordinance was presented in title only for its second reading. The reading was interrupted and motion to suspend the second reading and move to the third after comment was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

   Mayor Grim called for questions or comments. Being none, the Ordinance proceeded to its final reading.

   THIRD READING: The Ordinance was presented in title only and was adopted on a vote of 5-0.

   ORDINANCE NO. 3829

2. Ordinance *(2nd and 3rd readings)* - authorizing execution of a contract for the exchange of 408 Broadway Street (owned by the City) for 624 Maryland Avenue (owned by David and Linda Spiker), execution of a deed for the transfer of 408 Broadway to the Spikers, and execution of supplemental documents necessary for the transfer

   Mr. Rhodes provided background on the Ordinance, advising that the proposed property swap would allow the City to obtain 624 Maryland Avenue for future use.

   SECOND READING: The Ordinance was presented in title only for its second reading. The reading was interrupted and motion to suspend the second reading and move to the third after comment was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

   Mayor Grim called for questions or comments. Being none, the Ordinance proceeded to its final reading.

   THIRD READING: The Ordinance was presented in title only and was adopted on a vote of 5-0.

   ORDER NO. 3830

X. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mr. Cohen provided comments on Item No. 3. Mayor Grim called for questions or comments and Councilman Fraizer asked for Item No. 2 to be voted on separately.

John Fetchero, 654 Fayette Street, asked for further explanation of Item No. 4. Kathy McKenney advised that the $10,000 award to the Summer Theater was part of the 2017 Community Legacy funds awarded to the City. The project funding would help with the theater's lighting and sound systems and some roofing costs.

Motion to approve Consent Agenda Items 1 and 3-7 was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

CONSENT AGENDA ITEM NO. 1 - Mr. Rhodes discussed the proposed job duties of the Risk Manager, which would include site inspection for safety issues and investigation of claims. He advised that the cost savings realized in terms of workers compensation and claim awards would more than pay for the position. The position was intended to be a year-round part-time position

Motion to approve Consent Agenda Item No. 2 was made by Caporale, seconded by Cioni, and was approved on a vote of 4-0 with Frazier abstaining from vote, stating that he preferred to see how the position worked out before voting on it.

1. Order adopting a policy to provide account adjustments for the unintentional use of water caused by a leak

   ORDER NO. 26,247

2. Order authorizing execution of an employment agreement with David Curry for the part-time position of Risk Manager for the period February 20, 2018 through June 30, 2018

   ORDER NO. 26,248

3. Order authorizing execution of an agreement for legal services with either Robbins, Geller, Rudman & Dowd LLC or Levin, Papantonio, Thomas, Mitchell, Raffery & Proctor, P.A. regarding litigation of claims against prescription opiates manufacturers and distributors and providing the City Solicitor authority to select the firm

   ORDER NO. 26,249

4. Order authorizing execution of a FY18 Community Legacy Grant Agreement to provide $50,000 in funding to the Cumberland Theater Rehabilitation Project

   ORDER NO. 26,250

5. Order approving Community Legacy funded Central Business District Facade Improvement applications for 52 Baltimore Street ($3,623) and 169-171 North Centre Street ($10,000)

   ORDER NO. 26,251

6. Order approving an appropriation of $18,400 to the FY18 General Fund Police Department Budget for the purchase of two (2) pre-trained drug detection dogs from Southern Coast K9 that will be paid for through CPD forfeited money obtained from drug seizures; the new FY18 Police Department Budget will equal $10,772,565

   ORDER NO. 26,252

7. Order approving Concept No. 4 for the redesign of Baltimore Street that provides for one-way traffic, staggered parallel parking, and no bike line, as proposed by the Baltimore Street Design Committee

   ORDER NO. 26,253

XI. Public Comments

Wayne Hedrick, 206 Oak Street, questioned the water leak policy change adopted by Consent Agenda and asked whether a less drastic change could be considered. Mayor Grim and Mr. Rhodes responded to his concerns, explaining the costs to the City and noting that as the billing was now on a monthly cycle, leaks were caught quicker and were therefore less costly to the customer.

Mr. Hedrick further questioned whether there had been any thought to revisiting the Neighborhood Advisory Commission and involving people from specific neighborhood groups. Council discussed that despite previous attempts over several years to reinvigorate the Commission, they were unable to find citizens interested in attending meetings.

Robert Smith, 436 N. Centre Street, discussed concerns over a bike lane not being included in the redesign plans for Baltimore Street. Mayor Grim advised that although a bike lane was initially planned, further review by biking experts determined there was not a need because of the slow moving traffic and nature of the planned design. There would be "share the road" signs, however, and the elimination of the bike lane would allow more room for outside dining.

Russell Short, 406 Washington Street, requested an update on the status of the Washington Street bridge project.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 7:10 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, February 20, 2018 at 5:00 p.m.

Second Floor Conference Room, City Hall

On Tuesday, February 20, 2018, the Mayor and City Council met in closed session at 5:00 p.m. in the second floor conference room of City Hall to discuss board and commission appointments, to obtain legal advice regarding CSX bridge issues, and to consult with staff regarding issues that could be relevant to potential litigation. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (1), (7) and (8).

Persons in attendance included: Mayor Brian Grim; Council Members Seth Bernard, David Caporale, Richard J. Cioni, Jr., and Eugene Frazier; City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Engineer John DiFonzo, and City Clerk Marjorie Woodring.

On a motion made by Councilman Cioni and seconded by Councilman Caporale, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:22 p.m.

Brian K. Grim, Mayor

Entered into the public record on February 20, 2018.

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard
David Caporale
Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: March 6, 2018

I. Closed Session

1. **5:00 p.m.** - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Sections 3-305(b) (7) and (9) of the General Provisions Article of the Annotated Code of Maryland to discuss the terms of a development agreement between the City, the Cumberland Economic Development Corporation, and Cumberland Gateway Real Estate LLC, and to discuss negotiation issues with the UFCW representing the police union

   Motion to move into closed session was made by Bernard, seconded by Caporale, and approved by a vote of 5-0.

2. Executive Session

II. Open Session

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

   Mayor Grim reconvened the meeting at 6:30 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Richard Cioni, Eugene Frazier

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting

Mayor Grim announced that a Closed Session had been held on Tuesday, March 6, 2018, at 5:00 p.m.and read into the record a summary of that session, which is attached and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Director's Reports

(A) Public Works

1. Utilities Division & Central Services Monthly Reports, January 2018

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

VII. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes advised that there was an error in Consent Agenda Item No. 3 and asked that it be withdrawn from the agenda. Motion to withdraw Consent Agenda Item No. 3 was made by Cioni, seconded by Bernard, and was passed on a vote of 5-0.

Mr. Rhodes reviewed all other items on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1,2, and 4-8 was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

1. Order lifting the open container provisions of the City Code for the Hooley Pub Crawl from 12:00 p.m., March 17th through 2:00 a.m., March 18th within certain areas of the downtown, notwithstanding that open glass containers shall not be permitted in the defined area

   ORDER NO. 26,254

2. Order approving Community Development Block Grant program amendments effective April 6, 2018

   ORDER NO. 26,255

3. Order declaring certain City-owned properties as surplus and authorizing their transfer to the Cumberland Economic Development Corporation for use in the Maryland Avenue Redevelopment Project

   This Order was withdrawn.

4. Order authorizing the City Comptroller to make payment to various community groups out of the City's hotel/motel tax fund in an amount not to exceed $44,883

   ORDER NO. 26,256

5. Order authorizing execution of a letter to the Maryland Historic Trust consenting to undertake the rehabilitation of the City Hall Council Chambers to provide greater

accessibility and remove certain 1960's and 1970's alterations, should capital grant funding be received for the project; and authorizing the execution of a perpetual preservation easement relative to the City Hall building

ORDER NO. 26,257

6. Order approving the 2018 Affirmative Action Report

   ORDER NO. 26,258

7. Order declaring a 1999 Chevrolet Blazer (VIN # 1GNDT13WXXK178566) to be surplus and authorizing it for sale, trade-in or disposal

   ORDER NO. 26,259

8. Order appointing Glenn Hall and Ruth Brantner to the Parks & Recreation Board and Harold Hipsley and Chester Burgess to the Shade Tree Commission

   ORDER NO. 26,260

VIII. Public Comments

Mayor Grim advised that the Mayor and Council had received a petition with 123 signatures opposing plans for converting the downtown mall to accommodate traffic and parking spaces.

Robert Smith, 436 N. Centre Street, requested that the Neighborhood Advisory Commission be reestablished and discussed suggestions for granting the NAC greater authority to generate interest, requested that the City seek out grant funds to support NAC projects, and suggested that the current NAC board be replaced with representatives of neighborhood boards and commissions.

All public comments are limited to 5 minutes per person

IX. Adjournment

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

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, March 6, 2018 at 5:00 p.m.

Second Floor Conference Room, City Hall

On Tuesday, March 6, 2018, the Mayor and City Council met in closed session at 5:00 p.m. in the second floor conference room of City Hall to discuss the terms of a development agreement between the City, the Cumberland Economic Development Corporation, and Cumberland Gateway Real Estate LLC , and to discuss negotiation issues with the UFCW representing the police union. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (1), (7) and (9).

Persons in attendance included Mayor Brian Grim; Council Members Seth Bernard, David Caporale, Richard J. Cioni, Jr., and Eugene Frazier; City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Clerk Marjorie Woodring, Paul Kelly, Executive Director CEDC, Mike Getty.

On a motion made by Councilman Bernard and seconded by Councilman Caporale, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:25 p.m.

Brian K. Grim, Mayor

Entered into the public record on March 6, 2018

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeff Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Seth D. Bernard
David Caporale
Richard J. Rock" Cioni
Eugene T. Frazier

CITY CLERK
Marjorie A. Woodring

MINUTES

DATE: March 20, 2018

I. Closed Session

1. 5:30 p.m. - Convene in open session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305(b)(9) of the General Provisions Article of the Annotated Code of Maryland to discuss issues pertaining to negotiations with the UFCW Local No. 1994

   Motion to move into Closed Session was made by Frazier, seconded by Cioni, and was passed on a vote of 5-0.

2. Executive Session

II. Open Session

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

   Mayor Grim reconvened the meeting at 6:29 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Brian K. Grim, President; Council Members Seth Bernard, David Caporale, Richard Cioni, Eugene Frazier

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

V. Statement of Closed Meeting

1. Summary Statement of Closed Meeting held March 20, 2018

   Mayor Grim announced that a Closed Session had been held on Tuesday, March 20, 2018 at 5:30 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions

Article of the Annotated Code of Maryland.

VI. Director's Reports

(A) Public Works

1. Maintenance Division monthly report for February, 2018

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

2. Utilities Division monthly reports for February, 2018

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

(B) Administrative Services

1. Administrative Services monthly report for January, 2018

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

(C) Fire

1. Fire Department monthly report for February, 2018

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

(D) Police

1. Police Department monthly report for February, 2018

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

VII. Approval of Minutes

1. Approval of the Regular Session Minutes of February 6, 2018

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

VIII. Approval of Minutes

1. Approval of the Closed Session Minutes of January 30, 2018

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

IX. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim called for questions or comments.

Wayne Hedrick requested that Consent Agenda Item No. 3 be withheld and voted on separately. Upon questioning, Rhodes advised that the cost to the City for each of the properties being donated varied, but provided a ballpark figure of $60,000 each, plus or minus demolition costs. He advised the City has on occasion previously donated properties to a private company and answered that Cumberland Gateway Real Estate was not a nonprofit corporation.

With no further questioning, motion to approve Consent Agenda Item Nos. 1,2,4,5,6,7 and 8 was made by Caporale, seconded by Cioni and was passed on a vote of 5-0.

Motion to approve Consent Agenda Item No. 3 was made by Caporale, seconded by Cioni, and was passed on a vote of 5-0.

1. Order authorizing payment to the Allegany County Department of Emergency Services in the amount of $120,715.36 for the purchase of additional equipment needed to meet Maryland statewide interoperability, including 2 mobile radios and 17 portable radios with speaker mics and chargers

   ORDER NO. 26,261

2. Order authorizing the City Administrator to sign all Employment Agreements for seasonal employees entered into during the 2018 spring / summer season with said contracts not to exceed six (6) months from date of execution

   ORDER NO. 26,262

3. Order declaring certain City-owned properties to be surplus and authorizing their donation to the Cumberland Economic Development Corporation (CEDC), Cumberland Gateway Real Estate LLC (Developer), or an entity formed by the Developer for use in the Maryland Avenue Redevelopment Project

   ORDER NO. 26,263

4. Order appointing Dave Romero, Nathan Price, and Paige MacFarland to Primary Seats on the Downtown Development Commission, and Lori Lepley to the Citizen-At-Large seat, all to be effective through July 1, 2021

   ORDER NO. 26,264

5. Order declaring a 2006 Lincoln Mark LT (VIN No. 5LTPW18526FJ03331) as surplus and authorizing it for sale, trade-in, or disposal

   ORDER NO. 26,265

6. Order authorizing execution of a Letter of Intent confirming the City's intent to enter into a

Ground Lease Agreement with Rocon, LLC by which Rocon would lease certain City-owned property at Eleanor Terrace to construct and operate a commercial communications tower, and providing Rocon a 90-day exclusivity period for negotiation purposes

ORDER NO. 26,266

7. Order authorizing the Chief of Police and City Administrator to execute an Addendum to the CALEA Law Enforcement Accreditation Agreement

   ORDER NO. 26,267

8. Order authorizing execution of contract with the Cumberland Summer Theatre to provide $50,000 in Community Legacy grant funding for the rehabilitation of the theater

   ORDER NO. 26,268

(B) Letters, Petitions

1. Acceptance of the Report on Cumberland Police Department Employee Compensation & Benefits submitted by the Citizen Advisory Commission on Salaries and Benefits

   Mayor Grim accepted the report and applauded the Citizen Advisory Commission for their work. Rhodes noted that additional salary and benefit reports would follow on public works, the fire department, non-union employees, and the Mayor and Council.

X. Public Comments

Wayne Hedrick, 206 Oak Street, expressed concerns with being able to receive alerts for city council meetings through the City's website feature. Council recommended that he check his settings and then contact the City's IT department if it was not resolved..

Robert Smith, 436 N. Centre Street, provided several suggestions to help reestablish the Neighborhood Advisory Commission (NAC). He stated he had talked with many community members who were interested in serving, volunteered to participate himself, and requested that the vacancies on the commission be filled. Council stated they would consider giving the commission another chance but pictured it being resident driven and informal. Mayor Grim discussed the many past efforts Council had put into trying to make the commission successful.

John Fetchero, 648 Fayette Street, asked for an update on the project with Cumberland Gateway Real Estate. He was advised that things were proceeding with Gateway. He could not provided definitive dates for completion at this point, but significant tax base growth could be expected upon completion. Mike Cohen stated the terms of the agreement with Gateway were still being worked out and that the company had been vetted by the CEDC. Mr. Fetchero also questioned the funding for the Summer Theater project and was advised that the contract approved tonight was based on the prior year's funding cycle.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:56 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A Woodring,City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, March 20, 2018 at 5:30 p.m.

Second Floor Conference Room, City Hall

On Tuesday, March 20, 2018, the Mayor and City Council met in closed session at 5:30 p.m. in the second floor conference room of City Hall to discuss issues pertaining to negotiations with the UFCW Local #1994. Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Section 3-305 (b) (9).

Persons in attendance included Mayor Brian Grim;

Council Members Seth Bernard, David Caporale, Richard J. Cioni, Jr., and Eugene Frazier;

City Administrator Jeff Rhodes, City Solicitor Mike Cohen, City Clerk Marjorie Woodring,

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

No actions were voted upon and the meeting was adjourned at 6:24 p.m.

Brian K. Grim, Mayor

Entered into the public record on MAR 20 2018

Regular Council Agenda
April 17, 2018

Description
Approval of the February 20, March 6, and March 20, 2018 public meeting minutes

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND SECTION 8.06(7) OF THE CITY OF CUMBERLAND ZONING ORDINANCE PERTAINING TO STANDARDS APPLICABLE TO COMMUNICATIONS TOWERS FOR THE PURPOSE OF ALLOWING FOR REQUESTS FOR MODIFICATIONS OF THE SETBACK REQUIREMENTS TO BE PRESENTED TO THE ZONING BOARD OF APPEALS AS CONDITIONAL USES, SUBJECT TO THE REQUIREMENT THAT THE SETBACK BE NO LESS THAN THE TOWER'S FALL ZONE."

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

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

WHEREAS, in reviewing the standards for specific uses applicable to communications towers in Section 8.06(7) of the Zoning Ordinance, City staff observed that the standards do not include provisions that take into account modern designs and advances in engineering applicable to the fall zones of such structures, i.e., where they are likely to fall in the event they collapse or fail.

WHEREAS, the existing standards require that communications towers be set back from adjacent property lines no less than one (1) foot for every foot of height of the tower regardless of whether the tower is designed to fall intact, bend in half, collapse in on itself or otherwise. These standards are overly burdensome as applied to towers that are designed to have smaller fall zones.

WHEREAS, the City of Cumberland Municipal Planning and Zoning Commission held a public hearing on the subject matter of this ordinance on the 26th day of March, 2018, and determined that it should recommend that the Mayor and City Council pass an ordinance adopting the amendments to the City of Cumberland Zoning Ordinance which were proposed by staff.

WHEREAS, notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on March 12, 2018 and March 19, 2018), the

first such notice having been published at least 14 days prior to the hearing, as required by Section 15.04.02 of the Zoning Ordinance.

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on April 17, 2018, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on April 2, 2018 and April 9, 2018), the first such notice having been published at least 14 days prior to the hearing, as required by Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

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

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the standards applicable to communications towers set forth in Section 8.06(7) of the City of Cumberland Zoning Ordinance are hereby amended as follows[1]:

(7) Communications Towers

(a) The tower shall have a setback of one foot from all adjacent property lines for every foot of height of the tower.

(b) The tower shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the Uniform Building Code and the Electronics Industry Association.

(c) The tower shall be protected to discourage climbing of the tower by unauthorized persons.

(d) Towers greater than fifty (50) feet in height shall be located at least two hundred (200) feet from existing dwellings.

---

[1] Bold print text denotes language added to the Zoning Ordinance.

(e) Requests for modifications of the setbacks requirements set forth herein shall be treated as conditional uses. The Zoning Board of Appeals may not provide for a setback which is less than the fall zone of the tower, as set forth in its engineering specifications.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____, 2018.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

1st reading:_____

Public Hearing:_____

2nd reading:_____

3rd reading:_____

Passed: _____

Regular Council Agenda
April 17, 2018

Description
Public Hearing to receive comment on the proposed Ordinance to amend Section 8.06(7) of the Zoning Ordinance pertaining to standards applicable to communications towers

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
April 17, 2018

Description

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

No. _____

Resolution of the Mayor and City Council of Cumberland, Maryland approving the application and receipt of financing for Community Legacy Project(s) (the "Project") further described in the Community Legacy Application ("The Application"), to be financed either directly by the Department of Housing and Community Development (the "Department") of the State of Maryland or through other departments or agencies of the State of Maryland.

WHEREAS, the Mayor and City Council of Cumberland, Maryland recognizes that there is a significant need for reinvestment and revitalization of the communities in Allegany County; and,

WHEREAS, the Department, either through Community Legacy or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project (the "Project Financing") in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the Community Legacy Project and the Project Financing by the Mayor and City Council of Cumberland, Maryland and, where appropriate, by the chief elected executive official of the local subdivision;

NOW, THEREFORE BE IT RESOLVED THAT, the Mayor and City Council of Cumberland, Maryland hereby endorses the Project; and, HEREBY approves the request for financial assistance in the form of a grant or loan, up to the amount of $576,095.00; and

BE IT FURTHER RESOLVED THAT, the chief elected executive official be, and is hereby requested to endorse this Resolution, thereby indicating his approval thereof; and,

BE IT FURTHER RESOLVED THAT, the City Administrator is hereby authorized to execute documents and take any action necessary to carry out the intent of these resolutions; and,

BE IT FURTHER RESOLVED THAT, copies of this Resolution are sent to the Secretary of the Department of Housing and Community Development of the State of Maryland.

GIVEN UNDER OUR HANDS AND SEALS THIS 17TH DAY OF APRIL, 2018, WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO ATTACHED, DULY ATTESTED BY THE CITY CLERK

Attest:

Mayor and City Council
Of Cumberland

_____

Marjorie A. Woodring
City Clerk

_____

Brian K. Grim
Mayor

2018 Community Legacy Prioritization

1. **CBD Commercial Accessibility Improvement Project - $50,000**

The City of Cumberland, working with the Downtown Development Commission, has requested funding in the amount of $10,000 from the Community Development Block Grant Program to provide a program to property owners within the Central Business District to obtain specifications from a design professional to provide accessibility to their commercial structure. The City of Cumberland is seeking funding from the Maryland Community Legacy program to provide grant funding to property owners or to lessees (who have the written authorization from the property owner) to make the required improvements to the structure using those specification provided by the design professional.

2. **ALLEGANY MUSEUM INTERIOR RESTORATION WORK $200,000**

. Just one additional piece of the puzzle is missing—namely creating a new façade in the rear in our building to make it our new grand entrance to better capture tourist traveling on Interstate 68. While $500,000 is needed to complete the project, providing $300,000 in the 2019 budget would allow us to install the outside façade creating the new entrance to the museum but not the remaining internal infrastructure work to accommodate the new façade. The interior work would involve moving structural beams along with improving our security systems.

3. **ADA Sidewalk & Parking Improvements – Gordon Roberts House (History House) $80,000**

This project proposes improvements for both the sidewalks and adjacent parking that would improve pedestrian safety and increase accessibility. It would grant improved access to the Gordon-Roberts

House, in particular the Carriage House, where alternative programming could be made available for those who are unable to access upper floors of the museum. This project would include removing, leveling, and resetting the brick sidewalk in the public right-of-way outside of the Gordon-Roberts House while also providing an on-street ADA complaint parking space adjacent to pedestrian access to the museum and the Carriage House.

4. **ALLEGANY MUSEUM INSTALLATION OF ACOUSTIC PANELS $16,095.00**

We are not able to maximize our ballroom rentals because of the poor acoustics in the room. Our ballroom was restored to its 1932 condition as a federal courtroom. With 16 foot high ceilings and wood paneled walls, the sound reverberation makes listening to either live music deafening or to speakers unintelligible. This unfortunate acoustic problem has reduced the rental demand for the ballroom.

To solve our dilemma, we had the private sound firm, DLS Sound Inc., analyze the ballroom sound structures. They did four analysis measures and found the entire space falling into the Unacceptable range for speech intelligibility. They recommended adding acoustic panels along the walls that would match the room's historic wall coverings.

Their analysis with the acoustic panels installed shows the sound measures were all within the optimal range. With all the acoustic additions the ballroom sound would improve dramatically allowing us to increase our rental income from this space.

5. **ACM Campus Theatre Renovation $200,000**

Sound and lighting upgrades are needed in the ACM Campus Theatre. The community uses the theatre for public meetings and forums, shows, etc. The college only charges a nominal fee for renting the space. There are 360 seats. The projects estimate is between $300K-400K, but can be done in phases.

6. **ACM Continuing Education Building-Room 12-14 upgrade $30,000**

The Continuing Education Building at ACM hosts multiple trainings, speakers, and events for the public and members of the community. The largest room in the building, CE 12-14, is in need of kitchen renovations as well as 75 new chairs. The estimated costs are around $25-$30K.

Strategic Demolition Fund:

Cumberland Housing Blight Removal and Redevelopment $200,000

The CHRP program addresses the growing problem of severely distressed and blighted properties, suffering from trash and deplorable conditions that have been unattended for years in Cumberland's residential neighborhoods. These properties contribute to poor appearances, increased crime, safety conditions and create a negative impact upon the surrounding community as well as on the city as a whole. CHRP will rehabilitate salvageable blighted properties and remove no longer habitable homes, cleanup properties, and replace them with affordable housing that will be available for purchase by low and medium income families desiring to live within the city.

Community Parks & Playgrounds Fund:

ACM Outside Volleyball Courts (2 sand courts) $40,000

The community is in need of new sand volleyball courts after the ones at Rocky Gap were removed. ACM and local groups would maintain the courts. The estimate is for $30-$40K for two sand volleyball courts.

Regular Council Agenda
April 17, 2018

Description
Resolution approving the application and receipt of financing for 2018 Community Legacy Projects

Approval, Acceptance / Recommendation
See attached.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** April 17, 2018

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

THAT the bid of Hite Associates, Inc., 11521 Milnor Avenue, Cumberland, MD 21502 for the WWTP Roof Replacement at the Dewatering Building Project (05-18-WWTP) be and is hereby accepted in the estimated lump sum contract price of One Hundred Forty-Nine Thousand, Four Hundred Dollars ($ 149,400);

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

_____

Brian K. Grim, Mayor

Bids:

Company	**Total Cost**
Tri-State Roofing & Sheet Metal Co.	$ 197,000
Hite Associates, Inc.	$ 149,400

Funding: 003.399G.62000

WWTP Roof Replacement - Dewatering Building

City Project No. 05-18-WWTP

Bid Opening: March 28, 2018- 2:30 p.m., City Hall Council Chambers

Company	Total Cost	Bid Bond/Bid Check	Affadavit	Local Pref
Tri-State Roofing & Sheet Metal Company	**$ 197,000.00**	Yes	Yes	N/A
221 Plum Run Road				
Ridgeley, WV 26753-7311				
Hite Associates, Inc.	**$ 149,400.00**	Yes	Yes	County
11521 Milnor Ave				
PO Box 1273				
Cumberland, MD 21502				

The Department of Engineering will review all proposals and provide a recommendation to the Mayor and City Council for award based on the lowest and most responsive bid received.

Regular Council Agenda
April 17, 2018

Description

Order accepting the bid of Hite Associates, Inc. for the WWTP Roof Replacement at the Dewatering Building Project (05-18-WWTP) in the estimated lump sum contract price of $149,400 and rejecting all other bids

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award the WWTP Roof Replacement - Dewatering Building City Project (05-18-WWTP) to the lowest responsive bidder, Hite Associates, Inc, in the estimated lump sum contract price of $149,400. This work will include the removal of the existing roof and replacement with a new roof structure. One other bid was received from Tri-State Roofing & Sheet Metal Company in the lump sum amount $197,000.

☑ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

$149,400

Source of Funding (if applicable)

003.399G.62000

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____April 17, 2018_____**

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

THAT the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland ("Buyer") and Eckels Investments, Inc. and James Eckels, Sr. (collectively the "Sellers") for the property and improvements thereon located at 307-309 Arch Street, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Deed Liber 734, folio 767, Tax Account Nos. 04-006755 and 04-007441, for the purchase price of Fourteen Thousand Dollars ($ 14,000); and

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

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

_____

Brian K. Grim, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Eckels Investments, Inc. and James Eckels, Sr.** (collectively, hereinafter referred to as "Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

WHEREAS, Eckels Investments, Inc. (the "Corporation") is the record title holder of the hereinafter-identified property.

WHEREAS, the Corporation forfeited its charter due to its failure to file personal property tax returns.

WHEREAS, James Eckels, Sr. is the sole stockholder of the Corporation and was the sole member of the Board of Directors at the time of forfeiture. In that regard, he joins in the execution of this Contract as a trustee of the Corporation's assets pursuant to Section 3-515 of the Corporations and Associations Article of the Annotated Code of Maryland.

WHEREAS, it is the intention of the parties that the charter of the Corporation be reinstated before the real estate settlement which is the subject of this Contract is completed.

NOW THEREFORE, in consideration of these premises and the consideration set forth hereinafter, the sufficiency of which is hereby acknowledged by the parties hereto, they hereby agree as follows:

1. **Property Description.** Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the real property and the improvements thereon located at 307-309 Arch Street, Cumberland, MD 21502 which are described in the deed recorded in the Land Records of Allegany County, Maryland in Deed Liber 734, folio 767 and identified as Tax ID Nos. 04-006755 and 04-007441 (hereinafter referred to as the "Property").

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Fourteen Thousand Dollars ($14,000.00), which Purchase Price includes the real property and improvements described in Section 1 above.

3. **Payment Terms.** The Purchase Price, less the hereinafter-defined Corporate Reinstatement Costs, shall be paid at settlement.

3.1. **Corporate Reinstatement Costs.** The charter of the Corporation must be reinstated in order for Seller to convey marketable title to the Property to Buyer, but Seller lacks the funds to effect its reinstatement. Those costs may include attorneys' fees, accountants' fees, personal property tax return filing fees, personal property taxes, government charges relative to the reinstatement of the charter and other fees and costs relative thereto, all of which are referred to herein as the "Corporate Reinstatement Costs." The parties agree that the time Buyer's City Solicitor works on reinstating the charter shall be accounted for within the Corporate

Reinstatement Costs. Further Seller agrees that Buyer may, on Seller's behalf, take any and all actions required for the purpose of reinstating the charter, including, but not limited to, filing personal property tax returns, paying Corporate Reinstatement Costs to third parties and retaining accountants to the extent their retention is required to effect the reinstatement of the charter. Buyer shall advance the Corporate Reinstatement Costs for the benefit of Seller. The Corporate Reinstatement Costs shall be deducted from the Purchase Price at settlement in order to reimburse Buyer. In the event settlement does not occur, Seller shall be jointly and severally liable for those costs.

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

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

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

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

C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

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

6. **Representations & Warranties.** The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.

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

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

9. Adjustments. All public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners' association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, and excluding real estate taxes are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer. Notwithstanding the foregoing, Buyer agrees to abate the real estate taxes it is due and it either secure abatement of the real estate taxes due to Allegany County, Maryland or it will pay them.

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

Buyer shall prepare the deed effecting the conveyance of this transaction. Said deed and a Land Records Intake Sheet shall be prepared at Buyer's expense.

11. Agency/Real Estate Commission. Seller and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.

12. Settlement. Settlement shall occur no later than ninety (90) days after the effective date of this Contract. The parties may extend the date for settlement by written agreement or confirmation provided by each of the parties. Buyer authorizes its City Solicitor to consent to any such extensions of time on its behalf.

13. Notice Of Disclosure Or Disclaimer Statements. Buyer is advised that under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement on a form provided by the Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a form provided by the Maryland Real Estate Commission. A seller must deliver the completed Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

If the Disclosure or Disclaimer Statement is delivered by the seller later than 3 days after the seller enters into a contract of sale with a purchaser, the contract is void. A purchaser who does not

receive the Disclosure or Disclaimer Statement on or before the execution of a contract by a purchaser has the unconditional right, upon written notice to the seller or the seller's agent, to rescind the contract of sale at any time before the receipt of the Disclosure or Disclaimer Statement or within five (5) days following receipt of the Disclosure or Disclaimer Statement and to the immediate return of any deposit. However, purchaser's right to rescind the contract terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application.

The following has also been made a part of this Contract:

( ) Property Disclosure Statement

(X) Property Disclaimer Statement

14. Documentary Stamps, Recordation, Transfer Taxes. All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be paid by Buyer.

15. Lead Based Paint Hazards. Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide the buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards" form.

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Seller represents and warrants to Buyer intending that Buyer rely upon such warranty and representation, that the property: was constructed prior to 1978. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this section.

_____ _____ Buyer's Initials _____ Seller's Initials

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

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

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

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

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

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

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

23. **Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES**

ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT.

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

25. **Signing by Facsimile or Other Electronic Means**. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies of this Agreement. Facsimile and/or other electronically transmitted copies shall have the same binding effect as would a signed original counterpart of the Agreement once delivered to the other party.

26. **Addenda**. The Contract is subject to the following attached Addenda which are made a part hereof: (1) Maryland Residential Disclaimer Statement; and (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

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

WITNESS:

_____

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Brian K. Grim

_____
Date

ECKELS INVESTMENTS, INC.

W. A. Stanger

By: James Eckels, Sr.
James Eckels, Sr., President

3/28/18
Date

W. A. Stanger

James Eckels, Sr.
James Eckels, Sr.

3/28/18
Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 307-309 Arch Street , Cumberland, MD 21502
Legal Description: Allegany County, Maryland Land Records Deed Liber 734, folio 767

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
   A. that has never been occupied; or
   B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

(1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
(2) Would pose a direct threat to the health or safety of:
(i) the purchaser; or
(ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further

acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: _____

_____

_____

Owner James Eckels, Sr. Date 3/28/18
Eckels Investments, Inc., by James Eckels, Sr., President

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date_____
Mayor and City Council of Cumberland, by Brian K. Grim, Mayor

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

(ii)___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i)___ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

(ii)___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c)___ Buyer has received copies of all information listed above.

(d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e)___ Buyer has (check (i) or (ii) below):

(i)___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f)___. Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: _____ Date: _____
Mayor and City Council of Cumberland,
by Brian K. Grim, Mayor

Seller: James R. Eckels Sr. Date 3/28/18
Eckels Investments, Inc. by James Eckels, Sr., President

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint?** Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

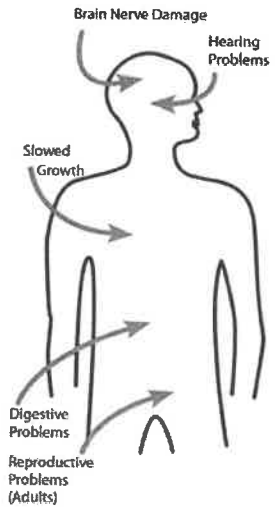
State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:



- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 250 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Regular Council Agenda
April 17, 2018

Description

Order authorizing execution of a Contract of Sale for the purchase of 307-309 Arch Street from Eckels Investments, Inc. and James Eckels, Sr. for the amount of $14,000, authorizing acceptance of the deed provided settlement contingencies are met, and authorizing the City Administrator and City Solicitor to execute documents for the transfer

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** ___March 21, 2017_____

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

THAT the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted from 3:00 PM until 9:00 PM on the following Saturdays for Discover Downtown Cumberland events:

May 12, 2018

June 9, 2018

July 14, 2018

August 11, 2018

September 8, 2018

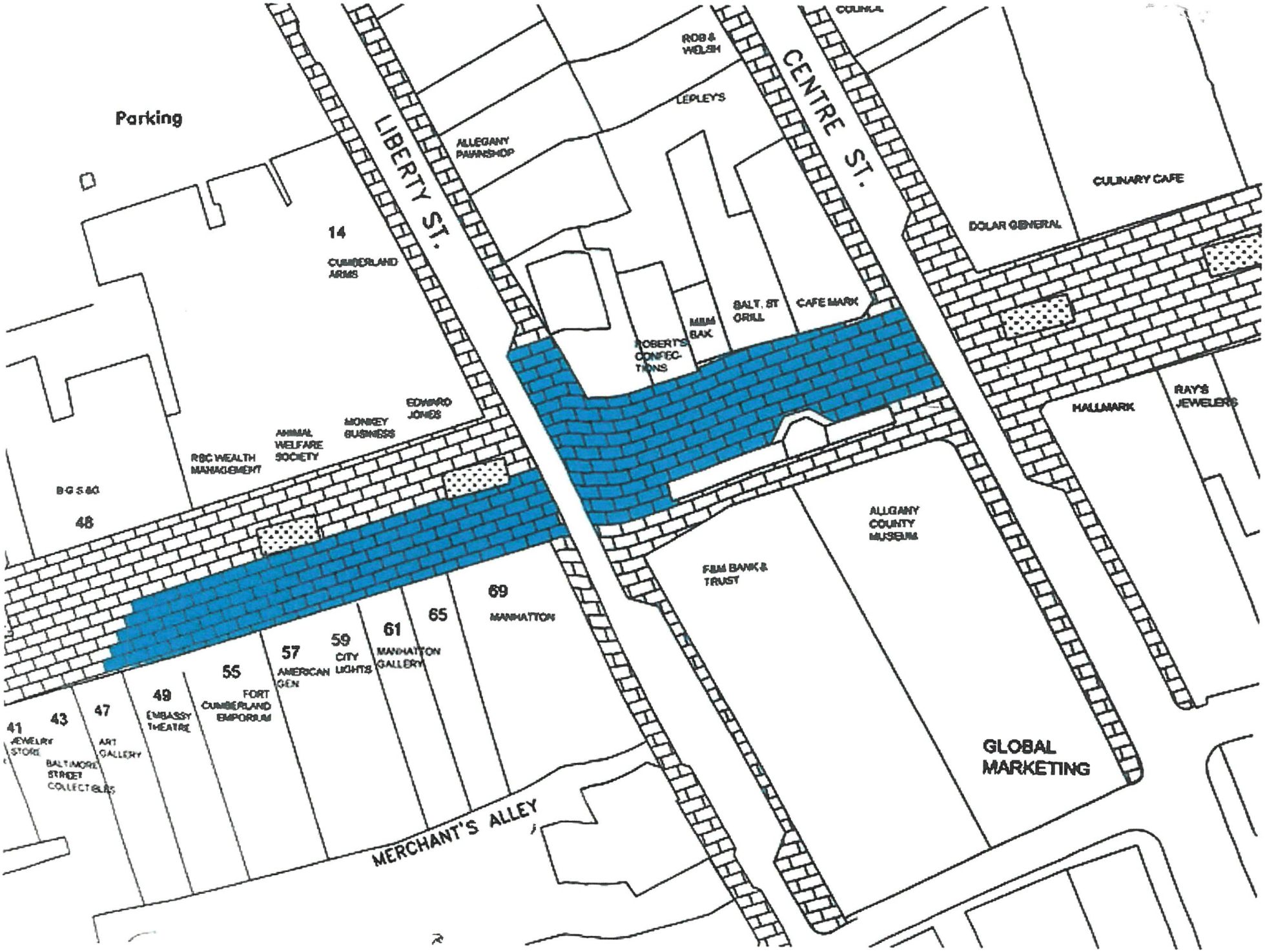
October 13, 2018

BE IT FURTHER ORDERED, that these provisions shall be lifted only within the area designated on the attached map, that being the Downtown Mall (Baltimore Street) between Centre and Liberty Streets with an extended walkway extending to 49 Baltimore Street; and

NOTWITHSTANDING THE FOREGOING, open glass containers shall not be permitted in the area defined above.

_____

Brian K. Grim, Mayor


Parking
LIBERTY ST.
CENTRE ST.
MERCHANT'S ALLEY
ALLEGANY PAWNSHOP
ROB & WELSH
LEPLEYS
COUNCIL
CULINARY CAFE
DOLAR GENERAL
14
CUMBERLAND ARMS
SALT ST GRILL
CAFE MARK
MIM BAK
ROBERTS CONFEC-TIONS
EDWARD JONES
MONKEY BUSINESS
ANIMAL WELFARE SOCIETY
RBC WEALTH MANAGEMENT
BGS&G
48
HALLMARK
RAY'S JEWELERS
ALLGANY COUNTY MUSEUM
FBM BANK & TRUST
GLOBAL MARKETING
69
MANHATTON
65
61
MANHATTON GALLERY
59
CITY LIGHTS
57
AMERICAN GEN
55
FORT CUMBERLAND EMPORIUM
49
EMBASSY THEATRE
47
ART GALLERY
43
41
JEWELRY STORE
BALTIMORE STREET COLLECTIBLES

Regular Council Agenda
April 17, 2018

Description

Order lifting Section 11-113 of the City Code to allow open containers of alcohol, other than those in glass containers, in a prescribed area of the downtown mall during the Discover Downtown Cumberland events, which will be held from 3:00 p.m. - 9:00 p.m. the second Saturday of each month from May to October, 2018

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____April 17, 2018_____**

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

THAT the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland ("Buyer") and Donovan David Martin Bicker and Courtney Jean Bickner ("Sellers") for the property and improvements thereon located at 534 Maryland Avenue, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Book 2037, Page 498, Tax Account No. 22-009532, for the purchase price of Five Thousand Dollars ($ 5,000); and

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

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

_____

Brian K. Grim, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Donovan David Martin Bicker and Courtney Jean Bicker** ("Sellers") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

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

534 Maryland Avenue, Cumberland, MD 21502, Allegany County Land Records Book 2037, Page 498, Tax Account No. 22-009532.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Five Thousand Dollars ($5,000.00).

3. **Payment Terms.** The Purchase Price shall be paid at settlement. The net proceeds of sale, i.e., the Purchase Price less any settlement costs payable by Sellers, shall be split evenly between Sellers with each of them being paid their share at settlement.

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

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

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

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

C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

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

6. **Representations & Warranties.** The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.

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

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

9. **Adjustments.** All rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners' association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer. Notwithstanding anything herein to the contrary, all real estate taxes due to Buyer shall be abated and assumed thereafter by Buyer. The City shall either pay or procure the abatement of the real estate taxes due to Allegany County, Maryland, and it will assume responsibility for any County taxes assessed against the property in the future. Notwithstanding the foregoing, up to but no more than $300.00 in water/sewer charges shall be abated as of the date of settlement.

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

11. **Agency/Real Estate Commission.** Sellers and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.

12. **Settlement.** Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer.

13. **Notice Of Disclosure Or Disclaimer Statements.** Buyer is advised that under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement on a form provided by the Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a form provided by the Maryland Real Estate Commission. A seller must deliver the completed Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

If the Disclosure or Disclaimer Statement is delivered by the seller later than 3 days after the seller enters into a contract of sale with a purchaser, the contract is void. A purchaser who does not receive the Disclosure or Disclaimer Statement on or before the execution of a contract by a purchaser has the unconditional right, upon written notice to the seller or the seller's agent, to rescind the contract of sale at any time before the receipt of the Disclosure or Disclaimer Statement or within five (5) days following receipt of the Disclosure or Disclaimer Statement and to the immediate return of any deposit. However, purchaser's right to rescind the contract terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application.

The following has also been made a part of this Contract:

( ) Property Disclosure Statement

(X) Property Disclaimer Statement

14. **Documentary Stamps, Recordation, Transfer Taxes.** This transfer is exempt from transfer and recordation taxes and fees. If for any reason that is not the case, Buyer shall pay those expenses.

15. **Lead Based Paint Hazards.** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide the buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards" form.

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk

assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Sellers represent and warrant to Buyer intending that Buyer rely upon such warranty and representation, that the property: was constructed prior to 1978. Sellers and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Sellers and Buyer. Seller sand Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Sellers acknowledge by their respective initials below that they have read and understand the provisions of this section.

_____ Buyer's Initials _____ Sellers' Initials

16. **Assignability.** This Contract may not be assigned without the written consent of Sellers, said consent not to be unreasonably withheld.

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

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

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

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

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

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

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

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

25. **Signing by Facsimile or Other Electronic Means**. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies of this Agreement. Facsimile and/or other electronically transmitted copies shall have the same binding effect as would a signed original counterpart of the Agreement once delivered to the other party.

26. **Addenda**. The Contract is subject to the following attached Addenda which are made a part hereof: (1) Maryland Residential Disclaimer Statement; and (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

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

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Brian K. Grim

_____
Date

_____

_____
Donovan David Martin Bicker

3-9-18
_____
Date

_____

_____
Courtney Jean Bicker

_____
Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: ~~532~~ 534 Maryland Avenue, Cumberland, MD 21502
Legal Description: Allegany County, Maryland Land records Book 2037, Page 498

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
   A. that has never been occupied; or
   B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

(1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
(2) Would pose a direct threat to the health or safety of:
   (i) the purchaser; or
   (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further

acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: _____None_____

_____

_____

Owner _____ Date 3-9-18
Donovan David Martin Bicker

Owner _____ Date _____
Courtney Jean Bicker

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____
Mayor and City Council of Cumberland,
by Brian K. Grim, Mayor

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

(ii)✓ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i)___ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

(ii)✓ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c)___ Buyer has received copies of all information listed above.

(d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e)___ Buyer has (check (i) or (ii) below):

(i)___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f)N.A. Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer:_____ Date: _____
Mayor and City Council of Cumberland,
by Brian K. Grim, Mayor

Seller: _____ Date: 3-9-18
Donovan David Martin Bicker

Seller:_____ Date: _____
Courtney Jean Bicker

Regular Council Agenda
April 17, 2018

Description

Order authorizing execution of a Contract of Sale for the purchase of 534 Maryland Avenue from Donovan David Martin Bicker and Courtney Jean Bicker for the amount of $5,000, authorizing acceptance of the deed provided settlement contingencies are met, and authorizing the City Administrator and City Solicitor to execute documents for the transfer

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: _____April 17, 2018_____**

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

THAT the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland ("Buyer") and Matthew F. Norouz ("Seller") for the property and improvements thereon located at 622 Maryland Avenue, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Book 733, Page 586, Tax Account No. 04-013786, for the purchase price of Thirty-Six Thousand, Eighty Dollars and No Cents ($ 36,080.00); and

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

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

_____

Brian K. Grim, Mayor

CONTRACT OF SALE

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

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

   622 Maryland Avenue, Cumberland, MD 21502, Allegany County Land Records Book 733, Page 586, Tax Account No. 04-013786.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Thirty-Six Thousand Eighty Dollars ($36,080.00).

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

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

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

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

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

   C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

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

6. **Representations & Warranties.** The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.

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

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

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

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

11. **Agency/Real Estate Commission.** Seller and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.

12. **Settlement.** Settlement shall occur no later than sixty (60) days after the effective date of this Contract. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer.

13. **Notice Of Disclosure Or Disclaimer Statements.** Buyer is advised that under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement on a form provided by the Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a form provided by the Maryland Real Estate Commission. A seller must deliver the completed

Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

If the Disclosure or Disclaimer Statement is delivered by the seller later than 3 days after the seller enters into a contract of sale with a purchaser, the contract is void. A purchaser who does not receive the Disclosure or Disclaimer Statement on or before the execution of a contract by a purchaser has the unconditional right, upon written notice to the seller or the seller's agent, to rescind the contract of sale at any time before the receipt of the Disclosure or Disclaimer Statement or within five (5) days following receipt of the Disclosure or Disclaimer Statement and to the immediate return of any deposit. However, purchaser's right to rescind the contract terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application.

The following has also been made a part of this Contract:

( ) Property Disclosure Statement

(X) Property Disclaimer Statement

14. **Documentary Stamps, Recordation, Transfer Taxes.** All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be split evenly between the parties.

15. **Lead Based Paint Hazards.** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide the buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards" form.

The seller is required under the Act to provide the buyer with a ten (10) day time period (or other mutually agreeable time period) for the buyer, at the buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Seller represents and warrants to Buyer intending that Buyer rely upon such warranty and representation, that the property: was constructed prior to 1978. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this section.

_____ Buyer's Initials _____ Seller's Initials

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

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

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

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

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

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

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

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

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

25. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies of this Agreement. Facsimile and/or other electronically transmitted copies shall have the same binding effect as would a signed original counterpart of the Agreement once delivered to the other party.

26. **Addenda.** The Contract is subject to the following attached Addenda which are made a part hereof: (1) Maryland Residential Disclaimer Statement; and (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

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

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

_____
Date

_____
Matthew F. Norouz

04-10-2018
Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 622 Maryland Ave., Cumberland, MD 21502

Legal Description: Allegany County Land Records Deed Liber 733, folio 586

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
   A. that has never been occupied; or
   B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

(1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
(2) Would pose a direct threat to the health or safety of:
(i) the purchaser; or
(ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further

acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: N/A

Owner Matthew F. Norouz Date

Matthew F. Norouz

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Mayor and City Council of Cumberland by
Brian K. Grim, Mayor

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ✓ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

LEAD PAINT INSPECTION WAS DONE PRIOR TO THE DATE OF LAST LEASE. NO NEW INSPECTION - TESTING WILL BE DONE.

(ii)___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i)___ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

___

___

(ii)___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) ✓ Buyer has received copies of all information listed above.

(d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e)___ Buyer has (check (i) or (ii) below):

(i)___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) N.A. Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: _____ Date: _____
Mayor and City Council of Cumberland,
by Brian K. Grim, Mayor

Seller: Matthew F. Norouz Date: 04-10-2018
Matthew F. Norouz

Regular Council Agenda
April 17, 2018

Description

Order authorizing execution of a Contract of Sale for the purchase of 622 Maryland Avenue from Matthew F. Norouz for the amount of $36,080, authorizing acceptance of the deed provided settlement contingencies are met, and authorizing the City Administrator and City Solicitor to execute documents for the transfer

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __April 17, 2018__

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

THAT the bid of Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, Maryland, 21502 for the Willowbrook Road Waterline Replacement Project (1-16-W) be and is hereby accepted in the estimated lump sum contract price of Three Hundred Ninety-four Thousand, Eight Hundred Dollars and No Cents ($394,800.00), contingent upon Maryland Department of the Environment (MDE) approval;

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

_____

Brian K. Grim, Mayor

Contractor	**Base Bid Amount**	**Option A** excludes base	**Option B** excludes base	**Option C** excludes base
Carl Belt, Inc.	$100.000.00	$294,800.00	$314,800.00	No Bid
Guyer Brothers, Inc.	$332,718.50	$509,947.00	$596,085.00	No Bid
Excavating Assoc.	$197,712.63	$350,763.29	No Bid	No Bid
Sanexen Water, Inc.	No Bid	No Bid	No Bid	$770,300.00

Funding: MDE Grant and Loan Funds

Willowbrook Road - Waterline Replacement

City Project No. 1-16-W

Bid Opening: March 28, 2018 - 2:30 p.m., City Hall Council Chambers

Company	Stipulated Base Price (Option A & B only)	Option A (Excluding Base Price)	Option B (Excluding Base Price	Option C	Affadavit	Bond	Good Faith P10	EPA 6100-4 P11-12	EPA 6100-3 P13-14	EPA 6100-2 P15-16
Carl Belt, Inc. **11521 Milnor Ave** **Cumberland, MD 21502**	**$ 100,000.00**	**$ 294,800.00**	**$ 314,800.00**	**No Bid**	Yes	Yes	Yes	Yes	Yes	Yes
Guyer Brothers, Inc. **1481 Salemville Road** **New Enterprise, PA 16664**	**$ 332,718.50**	**$ 509,947.00**	**$ 596,085.00**	**No Bid**	Yes	Yes	Yes	Yes	Yes	Yes
Excavating Associates P.O. Box 434 Ellerslie, MD 21529	**$ 197,712.63**	$ 350,763.29	No Bid	No Bid	Yes	Yes	Yes	Yes	Yes	Yes
Sanexen Water, Inc. 30 South Keystone Ave Emmaus, PA 18049	No Bid	No Bid	No Bid	$ 770,300.00	Yes	Yes	No	No	NO	NO

Departments will review all proposals and provide a recommendation to the Mayor and City Council for award of the project based on the lowest and most responsive bid received.

Regular Council Agenda
April 17, 2018

Description

Order accepting the bid of Carl Belt, Inc. for the Willowbrook Road Waterline Replacement Project (1-16-W) in the estimated lump sum contract price of $394,800 and rejecting all other bids

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation, along with the recommendation of the Engineer on record, Bennett, Brewer & Associates, to award City Project 1-16-W to the low bidder, Carl Belt, Inc., in the estimated lump sum contract price of $394,800. This contract is a design/build contract that will include the installation of new 12" waterline along Willowbrook Road. The project award is for a base bid price of $100,000 and Option A bid price of $294,800.00. Other bids received were from Guyer Brother, Inc. - base bid $332,718.50 and Option A price of $509,947; Excavating Associates - base bid $197.712.63 and Option A price of $350,763.29; Sanexen Water, Inc. did not provide a base bid or Option A or B price but their Option C price was received in the amount of $770,300.00. This award is being made contingent upon MDE approval of documentation provided by Carl Belt, Inc.

☑ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

$394,800.00

Source of Funding (if applicable)

MDE Grant and Loan Funds

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __April 17, 2018____**

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

THAT, the sole source proposal of Carl Belt, Inc. for the repair of a 30" water valve on Central Avenue and a 36" water valve on Pine Avenue be and is hereby accepted in the amount not to exceed One Hundred Forty-Nine Thousand, Three Hundred Seventeen Dollars and Fifty-Five Cents ($149,317.55); and

BE IT FURTHER ORDERED, that this award shall be made on a sole source basis due to the emergency nature of the repairs, as provided by Section 2-171(c) of the City Code.

_____

Brian K. Grim, Mayor

301-729-8900

Fax No. 301-729-0163

INVOICE

CARL BELT
INCORPORATED

CONTRACTING .. ENGINEERING

OFFICE AND YARD
11521 MILNOR AVENUE BOWLING GREEN

POST OFFICE BOX 1210
CUMBERLAND,MARYLAND 21501-1210

TO **City of Cumberland**
Attn: Bob Rider
P.O. Box 1702
57 N. Liberty Street
Cumberland, MD 21502-1702

DATE 3/31/2018
Summary
Page 1 of 1

TERMS-NET CASH.
INTEREST AT THE RATE OF 1½ % PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ALL BALANCES THAT BECOME 30 DAYS

RE: **Belt Job #264 & 271**
Pine Avenue & Central Avenue

To repair waterline & gate valve

SUMMARY RECAP - #264 Pine Ave

TOTAL LABOR	$ 6,713.37	
TOTAL MATERIAL	$ 4,395.25	
TOTAL EQUIPMENT	$ 4,295.00	
TOTAL AMOUNT DUE - PINE AVE.		**$ 15,403.62**

SUMMARY RECAP - #271 Central Ave.

TOTAL LABOR	$ 32,386.57	
TOTAL MATERIAL	$ 3,249.26	
TOTAL SUBCONTRACTOR	$ 80,380.60	
TOTAL EQUIPMENT	$ 17,897.50	
TOTAL AMOUNT DUE - CENTRAL AVE.		**$ 133,913.93**
TOTAL AMOUNT DUE - TOTAL		**$ 149,317.55**

****Discount 1.5% if paid by 4/24/18 - Total due $147,077.78 *****

Regular Council Agenda
April 17, 2018

Description

Order accepting the sole source proposal from Carl Belt, Inc. for emergency repairs to t 30" water valve at Central Avenue and a 36" water valve at Pine Avenue for the amount not to exceed $149,317.55, as provided for by Section 2-171(c) of the City Code

Approval, Acceptance / Recommendation

The original estimate for this project was for a line stop to repair a 30" valve on Central Ave. At that time we didn't know what the problem with the valve was. The stop was installed and we were to use the 36" valve on Pine Ave to shut the water off, but that valve wouldn't work so a second line stop was needed to work on this valve.

The 36" water main comes from Ft Hill Reservoir. We can't shut the water line off where we were working without going back to the reservoir, which would have put AES and many out of water. That is the reason for the line stops which added around $ 81,000 to the cost.

This started with the leak under Rt 68, went on for weeks and was quite a nightmare project, but we fixed the problem with the help from Belt and a few of our own good employees.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

$149,317.55

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __April 17, 2018____**

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

THAT, the Mayor be and is hereby authorized to execute a Subordination Agreement by and between the Mayor and City Council of Cumberland and First Project, LLC to a Deed of Trust upon property at 114 S. Centre Street, Cumberland, dated March 2, 2016 (Allegany County Land Records Liber 2200, folio 227), to move the City from 3rd lien position to 2nd lien position.

_____

Brian K. Grim, Mayor

First Project, L.L.C.
841 WINDSOR ROAD
CUMBERLAND MARYLAND 21502
301-268-3971 Fax: 777-0887

March. 15th, 2018

Mayor and City Council and
Kathy McKenney, Community Development
57 N. Liberty St,
Cumberland, MD 21502

Re: Elks project – City forgivable loan lien position

Dear Ms. McKenney,

First Project is planning on consolidating two existing bank loans and some existing debt incurred on our redevelopment of the Elks building at 114 S. Centre St. in Cumberland. Currently the City has a lien based on the property for the upper story forgivable loan program which we used on the redevelopment. We plan on taking out Standard Bank and First Peoples FCU, and replacing them with M and T Bank. We are requesting the city to take a 2nd lien to M and T bank so we can get this accomplished. The City will move from 3rd position to 2nd position.

Thank you for your cooperation in the matter and your help in this redevelopment project in the heart of the City.

If you have any additional concerns or questions please feel free to contact at your convenience at 301-268-3971.

Sincerely,

Larry Jackson
Managing Partner

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made this ____ day of _____, 2018 by and between **The Mayor and City Council of Cumberland,** Parties of the first part, and **First Project, LLC,** Parties of the Second Part.

WITNESSETH:

WHEREAS, First Project, LLC (hereinafter "Owners") are the owners of certain property (hereinafter the "Property") located at 114 S. Centre Street Cumberland, MD, 21502, carried in Election District No. 22, Allegany County, Maryland, which Property is more particularly described in that certain deed to Owners from Cumberland Lodge No. 63 Benevolent and Protective Order of the Elks, dated 4/18/2005, and recorded in Liber No. 1141, folio 21, among the Land Records of Allegany County, Maryland; and

WHEREAS, the party of the first part is the holder of an existing Deed of Trust upon said Property, in the amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) dated 3/01/2016, recorded in Liber No. 2200, folio 227, among the Land Records of Allegany County, Maryland; and

WHEREAS, the party of the second part, is about to obtain a loan the amount of THREE HUNDRED EIGHTY SEVEN THOUSAND ($387,000.00) from M&T Bank, which new loan is to be secured by a Mortgage upon the Property, and the intention of the party of the second part to make such new loan is conditioned upon the new Mortgage in the amount of $387,000.00 being in first lien position and superior to the Deed of Trust dated 3/01/2016 and recorded in Liber No. 2200, folio 227.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR ($1.00) and other valuable consideration to it in hand paid to the party of the first part does for itself, its successors and assigns, covenant, consent and agree with the party of the second part, its successors and assigns, that the existing Deed of Trust and lien held by party of the first part being the Deed of Trust recorded in Liber No. 2200 folio 227, is hereby subordinated and made junior to the Mortgage securing the new loan to be made by the party of the second part.

THE Owners are joining in this instrument to consent to the Subordination of the above referenced Mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this agreement intending to be legally bound on this _____ day of _____, 2018.

Witness:

The Mayor and City Council of Cumberland

_____

_____
By:
Parties of the First Part

First Project, LLC

Witness:

_____

_____
By:
Parties of the Second Part

STATE OF MARYLAND
COUNTY OF ALLEGANY

On this the _____ day of _____, 2018, the undersigned officer, personally appeared _____ who acknowledged that he/she, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC
My Commission Expires _____

STATE OF MARYLAND
COUNTY OF ALLEGANY

On this the _____ day of _____, 2018, the undersigned officer, personally appeared_____, member of First Project, LLC who acknowledged that they, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC
My Commission Expires _____

DEED OF TRUST

THIS DEED OF TRUST, is made this 1st day of March, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (hereinafter, referred to as "Lender"), **FIRST PROJECT, L.L.C.** (hereinafter, collectively referred to as the "Borrower") and **MICHAEL SCOTT COHEN** ("Trustee').

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Lender in the principal sum of **Twenty Five Thousand Dollars ($25,000.00)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustee or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar ($1.00) in legal lender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, and more particularly described in Exhibit "A" attached hereto as a part hereof.

TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof.

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the aforegoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other property and rights described above (all of which is hereinafter called the "Property") unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustee for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustee or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustee, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"): (a) The Note.

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Trustee that the indebtedness has been so paid or satisfied in full, the Trustee shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustee, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for themselves, their heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustee and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. ***Title to Property.*** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustee and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. ***Payment of Debt.*** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

3. ***Taxes and Public Charges.*** Borrower will promptly pay and discharge all lawful taxes, water rents, assessments, public and other dues, charges and levies which are or may be imposed upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. ***Borrower Covenants.*** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having

jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. ***Liens.*** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust, without the prior written consent of the Lender.

6. ***Cross-Default.*** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this *Deed* of Trust.

7. ***Condition of Property.*** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. ***Protection of Lender and Trustee.*** Borrower will save Lender and Trustee harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing, motion, or application before any court or administrative body (except an action to foreclose or to collect the debt secured hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustee in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

9. ***Improvements.*** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. ***Eminent Domain.*** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. ***Hazardous Materials: Contamination***

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary finds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Property as a result thereof; and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all claims, costs, and expenses, which nay now or in the future

(whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on, in or under the Property or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate under the terms of the Note, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and be a default under the Deed of Trust.

12. ***Advances by Lender.*** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower; or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the Property or of a substantial part of the property of Borrower; or (iii) approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and Borrower shall have failed to cure such default within fifteen (15) days after Lender sends such notice. Provided, however, that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Upon the occurrence of an Event of Default, the Lender may, at its option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment, protest and demand, notice of protest, demand, dishonor and nonpayment.

Upon the occurrence of an Event of Default, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Upon the occurrence of an Event of Default, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustee to sell (granting him a power of sale) and the Trustee may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustee may determine, at public auction at such time and place and after such public advertisement as the Trustee shall deem advantageous and proper and as required by law, at Lender's option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclosure this Deed of Trust, or to sell, as an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as applicable.

14. ***Application of Proceeds.*** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to eight percent (8%) of the amount then due under the terms of the Note, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

15. ***Collection Expense.*** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustee, on demand, all reasonable costs, charges, fees, and disbursements of the Trustee chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of his powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. ***Lender's Expense in Defending Title.*** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, all sums paid by Lender for the expense of any litigation to prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. ***No Waiver.*** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any pan thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the

covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

18. ***Remedies Cumulative.*** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. ***Non-liability of Trustee.*** The Trustee shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. The Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

20. ***No Conflict of Trustee.*** The Trustee may act hereunder and may sell and convey the Property as herein provided, although the Trustee has been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. ***Removal of Trustee.*** The irrevocable power is hereby expressly granted to remove the Trustee and to appoint a successor or successors or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, in the event the trust is placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustee may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. ***Lender May Purchase.*** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. ***Notices.*** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, to Borrower at **114 South Centre Street, Suite 200, Cumberland, MD 21502**

24. ***Partial Invalidity.*** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay

or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the Borrower that shall be required by the Lender or by any other federal agency.

27. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

28. **Jury Trial Waiver. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER, THE TRUSTEE OR THE BORROWER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS.**

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

WITNESS:

Karlea M. McKenny

Karlea M. McKenny

Karlea M. McKenny

Karlea M. McKenny

Karlea M. McKenny

Amanda Barnes

BORROWER, FIRST PROJECT, L.L.C., BY ITS BELOW-NAMED MEMBERS:

_____ (SEAL)
Daniel Bowser

_____ (SEAL)
Bernard Nichols

_____ (SEAL)
Larry T. Jackson

_____ (SEAL)
G. Steven Chaney

_____ (SEAL)
Linda Thomas

_____ (SEAL)
William Keyserling

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of March, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kathy McKenney**, the Historic Planner/Preservation Coordinator of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth, that she is the agent of the party secured hereby and is duly authorized to make this affidavit and that, pursuant to Section 3-104 of the Real Property Article of the Maryland Annotated Code, the party secured by this deed of trust (which made and originated this loan) is exempt from the licensing requirements of Title 11, Subtitles 5 and 6 of the Financial Institutions Article because it is a municipal corporation and is therefore exempt under Section 11-502(b)(3) and 11-604.

Witness my hand and notarial seal.

Carolyn A. Martin
Notary Public

My Commission Expires: 9/11/2017

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **Daniel Bowser**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as its member and at the same time made oath in due form of law that he is authorized by it to make this acknowledgment; and he further made oath in due form of law that the principal amount of the Deed of Trust as set forth above is the actual amount of the debt secured thereby.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **Bernard Nichols**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as its member and at the same time made oath in due form of law that he is authorized by it to make this acknowledgment; and he further made oath in due form of law that the principal amount of the Deed of Trust as set forth above is the actual amount of the debt secured thereby.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **Larry T. Jackson**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as its member and at the same time made oath in due form of law that he is authorized by it to make this acknowledgment; and he further made oath in due form of law that the principal amount of the Deed of Trust as set forth above is the actual amount of the debt secured thereby.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **G. Steven Chaney**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as its member and at the same time made oath in due form of law that he is authorized by it to make this acknowledgment; and he further made oath in due form of law that the principal amount of the Deed of Trust as set forth above is the actual amount of the debt secured thereby.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **Linda Thomas**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged herself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that she, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by herself as its member and at the same time made oath in due form of law that she is authorized by it to make this acknowledgment; and she further made oath in due form of law that the principal amount of the Deed of Trust as set forth above is the actual amount of the debt secured thereby.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF SOUTH CAROLINA
BEAUFORT COUNTY, TO WIT:

On this the 2nd day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **William Keyserling**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged herself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that she, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by herself as its member and at the same time made oath in due form of law that she is authorized by it to make this acknowledgment; and she further made oath in due form of law that the principal amount of the Deed of Trust as set forth above is the actual amount of the debt secured thereby.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Deborah Jean Barnett
NOTARY PUBLIC

My Commission Expires: 09/26/2021

The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Michael Scott Cohen

Return recorded original to:
Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, MD 21502

EXHIBIT A

BEGINNING for the same at the South East Corner of said Centre Street and an Alley running from Centre Street to George Street and between and parallel with Union and Harrison Streets in said Town, and running thence from said beginning with the East side of Centre Street, southerly fifty-eight (58) feet to the lot formerly owned by James Anderson; then with the said Anderson lot, Eastwardly and at right angles with Centre Street to an Alley running Northerly from Harrison Street to Union Street, then with said last named Alley northerly to the south side of the Alley first above named; then with the southerly side of said Alley, Westwardly to its intersection with Centre Street, the place of beginning.

THIS BEING the same property conveyed unto Grantor by deed dated January 31, 1924 and recorded among the Land Records of Allegany County in Liber 145, folio 574.

REPAYMENT AGREEMENT/PROMISSORY NOTE

This Repayment Agreement/Promissory Note is made this 1st day of March, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a municipal corporation of the State of Maryland, (the "Lender") and **FIRST PROJECT, L.L.C.** (the "Borrower").

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

The Lender is providing the Borrower with funds in the amount of **Twenty Five Thousand Dollars ($25,000.00)** to assist the property rehabilitation. The source of funds for the subsidy is the Community Legacy Program of the City of Cumberland.

1. The Lender is to be given notice of any sale or refinancing of the unit occurring prior to the end of the five year Community Legacy Program ("CLP") retention period;
2. In the case of a sale prior to the end of the five year CLP retention period, an amount equal to a pro rata share of the direct subsidy, reduced for every year the seller owned the unit, shall be repaid to the Lender from any net gain realized upon the sale of the unit after deduction for sales expenses;
3. In the case of a refinancing prior to the end of the five year CLP retention period, an amount equal to a pro rata share of the loan, reduced for every year the occupying household has owned the unit, shall be repaid to the Lender from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, as described in these four paragraphs; and
4. The obligation to repay the loan to the Lender shall terminate after any foreclosure.

If the Borrower sells or refinances the Property described as **114 South Centre Street**, Cumberland, Allegany County, Maryland, (the "Property"), Borrower shall provide notice of such sale or refinancing to the Lender. If the Borrower sells, refinances or rents the Property or misuses the funds loaned hereunder in any other way, the Lender may recapture the loan from the Borrower ("Event of Recapture"). If an Event of Recapture occurs, the Borrower promises to repay to the Lender the then remaining funds in accordance with the schedule set forth below.

Unless an Event of Recapture occurs, the Lender shall forgive the loan in an amount equal to **Five Thousand Dollars ($5,000.00)** per year on the first day of each Year, starting with the first day of Year 2 in accordance with the following schedule (each "Year" is defined as consecutive annual periods with Year 1 beginning on the date of this Security Instrument and ending on the anniversary of that date):

YEAR OF EVENT OF RECAPTURE	SUBSIDY TO BE REPAID	AGGREGATE AMOUNT OF FORGIVENESS OF SUBSIDY
1	$25,000.00	$0
2	$20,000.00	$5,000.00
3	$15,000.00	$10,000.00
4	$10,000.00	$15,000.00
5	$5,000.00	$20,000.00
AFTER YEAR 5	$0	$25,000.00

The Borrower shall comply with the loan terms and conditions set forth in the Exhibits A-E attached hereto. Failure to comply with those terms and conditions shall constitute a default and an Event of Recapture under the terms of this Repayment Agreement/Promissory Note.

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

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

BORROWER, FIRST PROJECT, L.L.C., by its members:

Daniel Bowser

Bernard Nichols

Larry T. Jackson

G. Steven Chaney

Linda Thomas

William Reyserling

Mailing Address:
114 South Centre Street
Suite 200
Cumberland, MD 21502

Phone: (301) 580-6975

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **Daniel Bowser,** known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as its member and at the same time made oath in due form of law that he is authorized by it to make this acknowledgment.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **Bernard Nichols**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as its member and at the same time made oath in due form of law that he is authorized by it to make this acknowledgment.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **Larry T. Jackson**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as its member and at the same time made oath in due form of law that he is authorized by it to make this acknowledgment.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **G. Steven Chaney,** known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as its member and at the same time made oath in due form of law that he is authorized by it to make this acknowledgment.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

On this the 1st day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **Linda Thomas**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged herself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that she, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by herself as its member and at the same time made oath in due form of law that she is authorized by it to make this acknowledgment.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn A. Martin
NOTARY PUBLIC

My Commission Expires: 9/11/2017

STATE OF SOUTH CAROLINA
BEAUFORT COUNTY, TO WIT:

On this the 2nd day of March, 2016, before me, a notary public of the aforesaid state and county, personally appeared **William Keyserling**, known to me or satisfactorily identified to be the person whose name is subscribed to the foregoing instrument, who acknowledged herself to be one of the five members of **First Project, L.L.C.**, a Maryland limited liability company, and that she, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by herself as its member and at the same time made oath in due form of law that she is authorized by it to make this acknowledgment.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Deborah Jean Barnett
NOTARY PUBLIC

My Commission Expires: 04/26/2021

EXHIBIT A
SCOPE OF WORK AND TIMETABLE

SCOPE OF WORK

The Borrower shall implement improvements to the upper floors of 114 South Centre Street for the completion of commercial meeting and/or performance space related to the interior rehabilitation as referenced in the Upper Story Redevelopment Program application. Those items that are included as allowable project expenses for reimbursement with loan funds from this program are those that are being utilized in the redevelopment of these items only. Exterior improvements that are directly tied to the completion of occupancy of the project space, such as access/egress requirements may be included. Allowable project expenses are as follows:

Chaney Construction Management LLC

Appendix A: Cost Estimates

[illegible] S. Center St Bldg

Code Compliance Upgrades Renovations

CSI DIV	ITEM DESCRIPTION	AMOUNT
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	Subtotal	$[illegible]
	Construction Subtotal	$[illegible]
	Other Contingency @ [illegible]	$[illegible]
	CONSTRUCTION TOTAL	$[illegible]
	Additional Engineer Fee	[illegible]
	SUBTOTAL	$[illegible]
	*TOTAL PROJECT COST	$[illegible]

TIME SCHEDULE

Any remaining financing relative to the project must be secured within 45 days of the date of the loan agreement.
Predevelopment work should be completed by October 31, 2015
Construction should begin by January 2016
Construction must be completed by March 31, 2016.

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

EXHIBIT B

PROJECT BUDGET

The Borrower has submitted an estimated project budget, based on approximate costs received as of the July 7, 2015 application submission date. This budget has been scanned and included above within Exhibit A, or the project scope of work and will be considered as the project budget. This information is to be considered approximate; however the maximum available forgivable loan award will remain at $25,000.00 even if costs are greater or less than the estimated costs on the budget form. **Note that recording costs for the deferred loan agreement will be deducted from the $25,000.00. A notice of this amount will be sent to the Borrower upon recordation of the document.**

****

EXHIBIT C
PROGRESS REPORTS

(a) The Borrower will allow for inspections of the site by staff of the City of Cumberland. The site visits will be scheduled on an as needed basis. At that time a checklist will be used to ensure that the project is on schedule according to the timeline provided, as well as to the overall adherence to the scope of work.

(b) The Lender and the Borrower agree to participate in meetings, as needed, and may be requested by either party from time to time.

(c) Should the Borrower at any time determine that the Project will not meet its established goals within the Project's timetable as set forth in this Loan Agreement, the Borrower shall immediately forward a written report to or call for a special meeting with the Lender's Project Coordinator to determine what actions need to be taken.

(d) **Final Report**

The Borrower will furnish to the Lender a Final Report of the Project that shall contain the following:

1. A final request for payment
2. A summary of the project, including a description of any problems encountered, ability to adhere to established timelines, suggestions for future projects
3. Photographs of completed project
4. Detailed final project cost breakdown, including funds from all sources

****

EXHIBIT D
SPECIAL CONDITIONS

1. Provided that the Borrower has complied with the provisions of this Agreement, the Lender shall make payment to the Borrower on the following schedule, contingent upon receipt of progress reports and completion of a Disbursement Request Form:

   a. Disbursements – The Borrower may ask for up to three reimbursement requests from the escrow account totaling 75% ($18,750.00) of the loan award following the effective date of this Agreement. Details of completed work, including all payments issued, must accompany the request for reimbursement. An inspection will be scheduled prior to issuance of reimbursement.
   b. Final Disbursement- $6,250.00 or 25% of the total loan amount of $25,000.00 shall be paid to the Borrower upon completion of the project and all products to the satisfaction of the Lender. **Final Disbursement Request must include an accounting of total actual expenditures to date. A final inspection will be scheduled prior to the issuance of a final reimbursement.**
   c. **Please note that reimbursements may take 30 days or more to be issued. The timing of the reimbursements will depend on the speed in which payment is received by the City of Cumberland from the State of Maryland. This funding will not be requested by the City until the borrower has submitted a request containing all needed details and documentation.**
   d. If the Borrower is not already listed as a vendor with the City of Cumberland, he/she will need to complete the New Vendor Form and W-9 IRS form. These forms are available on the City of Cumberland's website at http://www.cumberlandmd.gov/373/New-Vendor-Information-Form. This information must be completed prior to the issuance of the first reimbursement check.

2. An "Acknowledgement of Support" must be made in connection with the publication of any material (including video and/or slide/tape productions) or installation of any exhibits, developed with the assistance of Community Legacy funds from the City of Cumberland. The following statement must be incorporated into any material developed by the borrower for the project, "This project has been made possible, in part, though the use of funds provided by the City of Cumberland and the State of Maryland's Community Legacy program."

3. The disbursement of loan funds is contingent upon the following conditions. Failure to meet the following conditions will result in recapturing and reallocation of the award:

   a. A licensed general contractor must be utilized through completion of the project.
   b. **All financing relative to the project must be secured within 45 days of the date of the loan agreement.** Documentation must be provided to the City of Cumberland once financing has been secured.
   c. **All permits necessary to the project must be secured prior to the commencement of any work.** These include occupancy permits, building permits, electrical permits, plumbing permits, and Certificate of Appropriateness.
   d. **All projects must be reviewed and approved by the Maryland Historical Trust and the Maryland Codes Administration Office prior to the commencement of construction.** The City of Cumberland's Department of Community Development will send all related project information to the appropriate officers in order to process these requirements. The review by the Maryland Historical Trust is for compliance to the Secretary of the Interior's Standards for Rehabilitation and is a separate review process from the Heritage Preservation Tax Incentive Program. The disbursement of funds from the Lender to the Borrower under the terms of this Repayment Agreement/Promissory Note is contingent upon the approval of the Maryland Historical Trust and Maryland Codes Administration Office.
   e. **The Borrower should not begin construction on the project until a notice to proceed has been sent by the City of Cumberland's Department of Community Development.**

4. The Borrower agrees to allow the City of Cumberland to showcase the project for a period of one year following the issuance of the final disbursement. The conditions of showcasing include scheduling guided tours upon appointment with the property owner, using photographs from the project in brochures, displays, and other publications as needed by the City of Cumberland.

5. Funds provided through the Community Legacy Upper Story Redevelopment program cannot be incorporated into any application to the City of Cumberland's Historic District Tax Incentive Program.

6. The borrower is required to take photographs of the project prior to the beginning of construction, while construction is taking place, and upon completion of construction. These photographs are to be submitted with the Final Disbursement request.

7. **Application of Proceeds of Sale of the Building:** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to the commission allowed Trustees for making sales of Property under decrees of the courts of the county having jurisdiction, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Loan Agreement, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same.

****

EXHIBIT E

REIMBURSEMENT FORM

When requesting disbursements, the borrower shall submit the following form, along with a detailed listing of all work for which a reimbursement is being requested. For example, borrower should not state simply that 50% of electrical work has been completed, but rather the borrower should state exactly what electrical work has been completed, as specifically as possible. This will allow for the inspector to know exactly what specific work items he/she should be viewing during the inspection. Failure to provide a detailed work completion summary could result in some delays to payment processing.

Please use the attached form, along with all supplementary information. An electronic copy of this form is available upon request.

Those items that are included as allowable project expenses for reimbursement with loan funds from this program are those that are being utilized in the redevelopment of these items only. Exterior improvements that are directly tied to the completion of occupancy of the project space, such as access/egress requirements may be included.

COMMUNITY LEGACY
UPPER FLOOR REDEVELOPMENT PROJECT
REQUEST FOR PAYMENT

Project Address:_____**Request No:**_____

Borrower:_____

Mailing Address:_____

_____

Federal ID/Soc.Sec.#:_____

Contact Person:_____ **Phone#:**(_____)_____

Loan Amount $_____ **Disbursed to Date $**_____

Amount Requested $_____

Attach supporting documentation (canceled checks, invoices, payroll, inspector's certification, etc. Add additional sheets, if needed).

Item	Cost

I hereby certify that the information set forth in this document, and in any attachment in support thereof, is true, correct, and complete to the best of my knowledge and belief.

_____ _____ _____

Authorized Signature **Title** **Date**

FOR CITY OF CUMBERLAND USE

Date Received:_____

Date of Inspection:_____ **Inspector's Name**_____

Authorization is Given to Disburse $_____

Approved by _____ **Date:**_____

Additional Instructions:_____

Regular Council Agenda
April 17, 2018

Description

Order authorizing execution of a Subordination Agreement with First Project LLC to a Deed of Trust upon property at 114 S. Centre Street, dated March 2, 2016, to move the City from 3rd lien position to 2nd lien position

Approval, Acceptance / Recommendation

First Project LLC is consolidating some existing debt on their redevelopment of the Elks Building at 114 S. Centre Street. The City currently has a lien on the property due to an upper story forgiveable loan awarded in 2016. The consolidation of debt will remove 2 bank loans and replace them with one bank loan, allowing the City to move from 3rd lien position to 2nd lien position.

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __April 17, 2018____**

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

THAT, the Mayor and City Council be and are hereby authorized to execute a Collective Bargaining Agreement with the International Association of Firefighters (IAFF) Local #1715 for the period July 1, 2017 through June 30, 2020.

_____

Brian K. Grim, Mayor

IAFF
LOCAL#1715

Collective Bargaining Agreement with

The

MAYOR AND CITY COUNCIL OF CUMBERLAND, MD

July 1, 2017 through June 30, 2020

Mayor and City Council Order #_____

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THIS IAFF LOCAL # 1715 COLLECTIVE BARGAINING AGREEMENT WITH THE MAYOR AND CITY COUNCIL OF CUMERBERLAND, MD ("Agreement") made and executed in duplicate this 17th day of April, 2018 by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** a municipal corporation of the State of Maryland *(hereinafter known as "Employer")*, and **INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, LOCAL #1715** *(hereinafter referred to as "Union")*.

WITNESS:

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

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

ARTICLE 1
PURPOSE

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

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

SECTION 3: **Impasse:** As defined in the Article, an impasse occurs after both parties have considered the proposals and counterproposals of the other party in good faith and despite honest and diligent efforts cannot reach agreement on the subject being negotiated, or, if no later than two weeks prior to the expiration of the present agreement, either party concludes that a successor agreement is

unlikely. The following procedures will be used to resolve impasses in negotiations between the Employer and the Union:

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

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

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

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

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

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

ARTICLE 2

UNION RECOGNITION AND UNION SECURITY

SECTION 1: Local 1715, IAFF

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

(b) Employer agrees to furnish the Union with the titles of classifications, rates of pay and job descriptions, when available, of all eligible Employees and for any new Employee position created subsequent to the execution of this Agreement. Union agrees to provide Employer with the current copy of its Charter and Bylaws, a current membership roster, and current list of officers. The Union shall provide the City Administrator and the Chief of the Fire Department with written notice of any change in the Union officers by email and hand delivery.

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

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

SECTION 3: Membership: All employees eligible for membership in the Union shall have the option of becoming members of the Union. Those choosing not to become members of the Union must, as a condition of employment, pay a service fee equivalent to the dues uniformly paid by the members of the Union.

SECTION 4: **Delegates**: Not more than six (6) Employees shall be granted time off to perform Union business as designated by the Executive Board of Local #1715. One other Employee may be granted a time off to attend Union conventions or conferences if he is a current Officer in the state organization of the Maryland State Professional Firefighters. Pay will be granted for six (6) man days for the above days for above purpose. Any leave in excess of six (6) man days will be without pay. "Six (6) man days" is equal to "six (6) 24-hour shifts". A seventh day shall be added if an Employee is a current officer in the state organization of the Professional Firefighters of Maryland.

SECTION 5: 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 6: 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 Post Office Box 1147, 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) One Union representative and Union President shall be granted reasonable time off during working hours to investigate and settle grievances upon notice in advance to, and with, the approval of their immediate supervisors.

(b) On-duty Union representatives responsible for negotiating the collective bargaining agreement will be granted time off to negotiate the terms of the collective bargaining agreement pursuant to the negotiating ground rules that will be agreed upon by the parties.

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

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

ARTICLE 5
DISCRIMINATION

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

ARTICLE 6
SENIORITY

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

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

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

SECTION 4: **Furlough**: In the case of reduction of forces or elimination of a position, departmental seniority shall govern. Layoffs shall begin with the Employees having the least seniority, by

classification; provided, however, that any Employee scheduled to be laid off may, within forty-eight (48) hours of notice of layoffs, claim any position in a similar or lower salary scale which the Employee can perform without further training within the Fire Department. Employees laid off shall be affiliated with the Employer for the period of the layoff for certification purposes. Employees who were laid off shall be recalled according to seniority in the inverse order of layoff, provided each such Employee that is recalled has maintained any certification or qualifications necessary to fulfill the position and is able to adequately and completely perform the essential functions of the job. The Employee shall return to work within ten (10) calendar days of written notice of recall, which shall be sent by certified mail to the last address of record maintained by Human Resources, or shall forfeit his seniority rights, and shall be subject to loss of job. The classifications of Employees covered by this Agreement will not change during the term of this Agreement, except upon mutual consent of the parties.

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

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

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

(c) Any Employee, while temporarily working in a higher classification for more than two (2) hours in any day, shall be paid in accordance with the provisions of Article 24, Section 3 concerning acting pay.

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

(e) All Employees hired after July 1, 2010, shall be required to maintain as a condition of employment Cardiac Rescue Technician-Intermediate (CRT-I) and/or Emergency Medical Technician-Paramedic (EMT-P) certifications. All Employees in the rank of firefighter with either a CRT-I or EMT-P certification on July 1, 2010, shall be required to maintain said certification as a condition of

employment. If more than fifteen (15) CRT-Is or EMT-Ps are employed by the Cumberland Fire Department, an Employee, based on seniority, shall have the ability to allow said certification to lapse. An Employee who drops his certification shall bear the costs for recertification.

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

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

ARTICLE 7
PROMOTIONS AND TRANSFERS

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

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

SECTION 3:

(a) **Promotion to Lieutenant:**

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

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

- **PHASE I:**

1) Written exam: For promotions to Lieutenant, a written examination will be conducted for all eligible personnel, per job descriptions, who apply for said examination. Tests will be administered by the Human Resources Office. The written test will consist of operational and management questions, operational questions will be from the material used by the University of

Maryland Fire and Rescue Institute Fire Officer Programs, reading material for management questions will be at the discretion of the Employer. A passing grade of 70% is required. All Employees who pass with a 70% or higher will proceed to Phase II and be given an oral interview.

2) <u>Test Date</u>

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) <u>Eligibility</u>

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

a.) Five (5) years with the Cumberland Fire Department on the last day of the month in which the test is given.

b.) Successful completion of MIFRI Fire Officer I course or meet the qualifications of the National Board on Fire Service Qualifications to be certified as Fire Officer I.

c.) Successful completion of Pumps class prior to the application due date.

- **PHASE II:**

1) <u>Oral Interview:</u> 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) <u>Scoring:</u> 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) <u>Tie:</u> 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) <u>Two Year List:</u> 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.

Section 5: Captains and Junior Captains: References to Captains as contained in this Agreement shall not include Junior Captains as Junior Captains are below the rank of Captain and Junior Captains are part of the collective bargaining unit and Captains are not. Any Employee promoted to management will receive 1 (one) longevity step increase, at the next scheduled step. Effective February 7, 2017 the rank of Junior Captain is eliminated, except that those currently holding that rank shall continue to do so until the retire, leave their employment in the City Fire Department or get promoted. Those currently holding the rank of Junior Captain shall retain their current pay classification, longevity increases, as well as their seniority.

ARTICLE 8
HOLIDAYS WITH PAY

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

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

- Christmas Day
- Employee's Birthday

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

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

ARTICLE 9
VACATIONS

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

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

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

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

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

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

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

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

- Second through Fifth Fiscal Year ……. 10 days
- Sixth through Fifteenth Fiscal Year …….…… 15 days
- Sixteenth Fiscal Year and above ……..... 20 days

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

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

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

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

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

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

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

(1) Employees with 30 vacation days – plus holidays, will request 10 shifts on the first round, 8 shifts on the second round, and the remainder on the third round.

(2) Employees with 25 vacation days – plus holidays, will request 8 shifts on the first round, 8 shifts on the second round, and the remainder on the third round.

(3) Employees with 20 vacation days – plus holidays, will request 8 shifts on the first round, 6 shifts on the second round, and the remainder on the third round.

(4) Employees with 15 vacation days – plus holidays, will request 8 shifts on the first round, 4 shifts on the second round, and the remainder on the third round.

(5) Employees with 10 vacation days – plus holidays, will request 6 shifts on the first round, 4 shifts on the second round, and the remainder on the third round.

(6) Employees with 5 vacation days – plus holidays, will request 4 shifts on the first round, 2 shifts on the second round, and the remainder on the third round.

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

(c) Up to six (6) Employees will be allowed off in a block/shift. This number will be adjusted to allow for all Employees to have all vacation days scheduled, including the Captain(s) or Deputy Chief. Not more than three (3) paid Equipment Operators shall be off at one time, including Kelly Days. If a crew has five (5) Equipment Operators, four (4) will be allowed off.

(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 effect the vacation days.

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

(g) Employees on worker's compensation will be permitted to shift his/her approved vacation if the vacation plans were cancelled and the Employee is able to provide proof that the reservations both were pre-existing and proof that the reservations were cancelled, wherein the Employee will be able to sign the vacation days by one additional person in a block that has reached the scheduled days off (there will be a one for one exchange). Otherwise, the Employee will be able to sign the vacation on any open days. The Employee shall be able to sell them back to the Employer, should this event occur at the end of the Fiscal Year and no open shifts are available, without limitations.

ARTICLE 10
SICK LEAVE

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

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

SECTION 3: Department Medical Certificate:

(a) A Department's medical certificate (Appendix B) 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 Department's medical certificate not be submitted. Sick leave absences covered by medical certifications shall not count as occurrences.

(b) If Employee submits a complete and sufficient Department's medical certificate (Appendix B) signed by the treating physician or health care provider, Employer may not request further information. However, Employer may contact the health care provider for purposes of clarification or authentication of the medical certificate, after giving Employee an opportunity 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.

(c) If a medical facility refuses to complete the Department's medical Certificate, management will follow up with the medical facility, this process will not affect employees pay.

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**: In addition, the Employee shall be entitled to leave in the event of an unexpected emergency arising within his family *(as defined in Section 1),* which said leave shall not exceed three (3) shifts in any one fiscal year.

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.

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

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

(a) Such substitute need not be in the same classification, but must be qualified to perform the tasks and to assume the responsibility of the position;

(b) Neither the Department nor the Employer is held responsible for the enforcement of any agreement made between Employees, nor shall any additional cost be incurred by the Employer as a result thereof. The hours worked by an Employee who is substituting for another Employee under the provisions of this section shall not be added to the calculation of the hours for which a substituting Employee would otherwise be entitled to overtime compensation pursuant to Article 16 of this Agreement (stated alternatively, each substituting party will be credited with having worked during their regularly scheduled shift/day, not during the shift/day on which they substituted). A decision to substitute is made freely and without coercion, direct or implied, by the Employees who participate in the substitution.

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

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

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

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

ARTICLE 12
MILITARY TRAINING LEAVE

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

ARTICLE 13
MILITARY SERVICE

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

ARTICLE 14
LEAVES OF ABSENCE

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

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

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

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

ARTICLE 15
HOURS OF WORK

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

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 ÷ 2,496). The overtime rate of pay equals $24.99/hour ($16.66 x 1.5).

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

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

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

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

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

ARTICLE 17
COURT APPEARANCE

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

ARTICLE 18
HEALTH AND WELFARE

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

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

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

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

glasses or contacts, any money so received will be refunded to the Employer up to the amount specified herein.

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

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

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

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

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

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

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

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

ARTICLE 19
WORKING CONDITIONS

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

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

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

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

SECTION 3: Driver's License: That those Employees holding or, subsequent to July 1, 1982, obtaining the Maryland Class "B" Driver's License (or the Pennsylvania or West Virginia equivalent thereof) where said license is necessary for the performance of the duties of the position of said Employee with the Fire Department, Employer shall pay any fee charged by the applicable state for the issuance and/or renewal of said license provided, however, that Employer shall not be liable for any fee charged for the

replacement of a lost, stolen, or otherwise missing license or for any fee, penalty, or assessment incurred and unpaid by Employee which has resulted in a hold being placed on the license renewal.

ARTICLE 20
TRAINING

SECTION 1: TRAINING OPPORTUNITY, PAY RATE: An Employee shall be compensated for training only if the Chief has approved of the training in writing prior to the Employee's participation in the training. No additional compensation for mileage or meals shall be provided for training that occurs in Allegany County. No additional compensation for training that occurs during the regularly scheduled shift shall be provided. Training that is required to maintain a required certification and/or that is approved by the Chief shall be compensated as follows: An Employee's salary covers instructional training that occurs during the regularly scheduled shift. Time spent in the classroom or that otherwise involves direct instruction during other than a regularly scheduled shift shall be compensated on an hourly basis as follows: (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 of seminar, upon presentment by the Employee to the Employer, a certificate or suitable document verifying or confirming the completion of said course or seminar; providing, however, that no reimbursement will be made where the Employer determines that insufficient funds are available to pay for said reimbursement. The determination of availability shall be in the sole and absolute discretion of the Employer. The Employer further agrees to pay for and reimburse those courses which the Employer is unable to provide but which are required for the Employee to maintain certification as a nationally registered Paramedic, CRT-I or EMT-B.

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

SECTION 5: Reimbursement When Leaving Employment: Employees requesting to take courses or classes, other than CRT, EMT-I, or Paramedic that are not mandatory agree that they will pay back the City any expenses (training pay, tuition, fees, and books) that the City has incurred if the Employee chooses to leave employment with the City of 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 hired after May 1, 2010 off from their regularly scheduled work to attend approved required classes to become a Maryland certified EMT or CRT (EMT-I). The City will pay for tuition, books, and fees. The City will not pay the Employee for their off-duty hours to attend the required classes and/or other training time.

b. The City agrees to allow Employees hired before May 1, 2010 off from their regularly scheduled work to attend approved required classes to become a Maryland certified CRT (EMT-I). The City will pay for tuition, books, and fees. The City will also reward the Employee a $1000.00 bonus on the anniversary date of the Employee's Maryland CRT (EMT-I) certification for a period of five (5) years providing that the Employee is still employed by, and on full active duty for, the Cumberland Fire Department and maintains his/her CRT (EMT-I) certification (if the become a Maryland Paramedic prior to the end of 5 years a Maryland paramedic card will meet this requirement). This bonus pay will be in lieu of training pay mentioned in Article 22, Section 1.

c. The City agrees to allow all Employees off from their regularly scheduled work to attend approved required classes to become a Maryland certified EMT-P (paramedic). The City will pay for tuition, books, and fees. The City will also reward the Employee a $1000.00 bonus on the anniversary date of the Employee's Maryland EMT-P (paramedic) certification for a period of five (5) years providing that the Employee is still employed by, and on full active duty for, the Cumberland Fire Department and that the Employee maintains his/her

paramedic certification. This bonus pay will be in lieu of training pay mentioned in Article 22, Section 1.

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.

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:

A. ACTING/EXTRA POSITION	DIFFERENTIAL
EQUIPMENT OPERATOR	$.65
LIEUTENANT	$.75
CAPTAIN	$.85
AMBULANCE (1ST AND 2ND 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: 12hrs. x ($41,921.00/2080 + $.75) x 2/3 = $168.07.

ARTICLE 23
GENDER

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE 24
VOLUNTEERS AND PART-TIME FIREFIGHTERS

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

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

ARTICLE 25
PARKING

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

ARTICLE 26
RETIREMENT - DEFERRED COMPENSATION

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

ARTICLE 27
ENTIRETY AND MODIFICATION CLAUSE

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

Article 28
Termination

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

ARTICLE 29
SEVERANCE

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

ARTICLE 30
LABOR MANAGEMENT COMMITTEE

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

ARTICLE 31
LAYOFFS

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

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
BRIAN K. GRIM
Mayor

_____
SETH D. BERNARD
Councilman

_____
RICHARD J. CIONI
Councilman

_____
EUGENE T. FRAZIER
Councilman

_____
DAVID CAPORALE
Councilman

ATTEST:

_____
MARJORIE A. WOODRING
City Clerk

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, LOCAL #1715

_____
KENNETH MCKENZIE
President

ATTEST:

_____
CODY PEARCE
Secretary

APPENDIX A

Effective the date of the entry of the Mayor and City Council's Order Approving this Agreement—2%

	1	3	5	7	10	15	20	25
Jr. Capt/EMT-P	55,121	56,499	57,912	59,360	60,845	63,886	67,080	70,434
Jr. Capt/CRT	51,736	53,029	54,356	55,715	57,109	59,964	62,961	66,109
Jr. Capt/EMT	48,351	49,560	50,800	52,070	53,373	56,040	58,842	61,784
Lt/EMT-P	50,895	52,183	53,472	54,826	56,181	58,990	61,939	65,037
Lt/CRT	50,450	51,711	53,003	54,329	55,688	58,473	61,396	64,465
Lt/EMT	44,645	45,762	46,906	48,079	49,280	51,746	54,333	57,050
EO/EMT-P	43,393	44,491	45,589	46,745	47,898	50,295	52,809	55,449
EO/CRT	43,012	44,088	45,190	46,319	47,479	49,854	52,345	54,964
EO/EMT	38,064	39,016	39,991	40,991	42,017	44,118	46,324	48,640
FF/EMT-P	40,068	41,083	42,096	43,163	44,229	46,442	48,761	51,201
FF/CRT	39,715	40,710	41,727	42,771	43,841	46,034	48,334	50,751
FF/EMT	35,148	36,026	36,927	37,851	38,798	40,738	42,774	44,913

July, 2018 1%	**1**	**3**	**5**	**7**	**10**	**15**	**20**	**25**
Jr. Capt/EMT-P	55,672	57,094	58,491	59,954	61,453	64,525	67,751	71,138
Jr. Capt/CRT	52,253	53,559	54,900	56,272	57,680	60,564	63,591	66,770
Jr. Capt/EMT	48,835	50,057	51,308	52,591	53,907	56,600	59,430	62,402
Lt/EMT-P	51,404	52,705	54,007	55,374	56,743	59,580	62,558	65,687
Lt/CRT	50,954	52,228	53,533	54,872	56,245	59,058	62,010	65,110
Lt/EMT	45,091	46,220	47,375	48,560	49,773	52,263	54,876	57,620
EO/EMT-P	43,827	44,963	46,045	47,212	48,377	50798	53,337	56,003
EO/CRT	43,442	44,529	45,642	46,782	47,954	50,353	52,868	55,514
EO/EMT	38,445	39,406	40,391	41,401	42,473	44,559	46,787	49,126
FF/EMT-P	40,469	41,494	42,517	43,595	44,671	46,906	49,249	51,713
FF/CRT	40,112	41,117	42,185	43,199	44,279	46,494	48,817	51,079
FF/EMT	35,449	36,386	37,296	38,230	39,186	41,145	43,202	45,362
Stipend, July 2018 1%								
Jr. Capt/EMT-P	551	595	579	594	608	639	671	704
Jr. Capt/CRT	517	530	544	557	571	600	630	661
Jr. Capt/EMT	484	496	508	521	534	560	588	618
Lt/EMT-P	509	522	535	548	562	590	619	650
Lt/CRT	504	517	530	543	557	585	614	645
Lt/EMT	446	458	469	481	493	517	543	570
EO/EMT-P	434	445	456	467	479	503	528	554
EO/CRT	430	441	452	463	475	499	523	550
EO/EMT	381	390	400	410	420	441	463	486
FF/EMT-P	401	411	421	432	442	464	488	512
FF/CRT	397	407	418	428	438	460	483	508
FF/EMT	351	360	369	379	388	407	428	449

July, 2019 1%	1	3	5	7	10	15	20	25
Jr. Capt/EMT-P	56,229	57,665	59,076	60,554	62,068	65,170	68,429	71,849
Jr. Capt/CRT	52,776	54,095	55,449	56,835	58,257	61,170	64,227	67,438
Jr. Capt/EMT	49,323	50,558	51,821	53,117	54,446	57,166	60,024	63,026
Lt/EMT-P	51,918	53,232	54,547	55,928	57,310	60,176	63,184	66,344
Lt/CRT	51,464	52,750	54,068	55,421	56,807	59,649	62,630	65,761
Lt/EMT	45,542	46,682	47,849	49,046	50,271	52,786	55,425	58,196
EO/EMT-P	44,265	45,413	46,505	47,684	48,861	51,306	53,870	56,563
EO/CRT	43,876	44,974	46,098	47,250	48,434	50,857	53,397	56,069
EO/EMT	38,829	39,800	40,795	41,815	42,898	45,005	47,255	49,617
FF/EMT-P	40,874	41,909	42,942	44,030	45,118	47,375	49,741	52,230
FF/CRT	40,513	41,528	42,607	43,631	44,722	46,959	49,305	51,590
FF/EMT	35,803	36,750	37,669	38,612	39,578	41,556	43,634	45,816

Appendix B

Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
301-759-6485

Sick Leave Certificate

To Health Care Provider: Cumberland Fire Department employees work a 24 hour shift followed by 48 hours off. Employees may report on from sick leave at 8:00 am, 4:00 pm or 12:00 am. Please complete the form below and return it with the employee. Thank you

Fire Chief,

_____ has been under my care and unable to work from

_____ to _____. He/she may return to work, full duty, on

_____ at

8:00 am 4:00 pm 12:00 am.

Please circle one

_____ _____

Health Care Facility Phone

_____ _____

Provider Signature Date

Regular Council Agenda
April 17, 2018

Description

Order authorizing execution of a Collective Bargaining Agreement with the International Association of Firefighters (IAFF) Local #1715

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __April 17, 2018__

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement with Baltimore Street Grill to allow for the use of the public right-of-way in front of 82 Baltimore Street for outdoor dining and entertainment purposes through March 31, 2019.

_____

Mayor Brian K. Grim

THIS LEASE AGREEMENT ("Lease") is made and executed this 10th day of April, 2018, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **BALTIMORE STREET GRILL** ("Leessee").

WHEREAS, Lessee operates a restaurant at 82 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 20 feet and length of 29 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on April 1, 2018 and shall terminate on March 31, 2019, unless sooner terminated as provided for herein.

3. **Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee's restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar ($1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed with the Demised Premises shall be served in non-breakable containers. Glass bottles or glasses are not permitted in the area of the Demised Premises.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the City as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars ($1,000,000.00) and shall be written on an occurrence basis. The insurance policy will name the **"MAYOR AND CITY COUNCIL OF CUMBERLAND"** as the Certificate Holder and as an additional insured, and will include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. **Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. **Default.** After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:
Jeffrey Rhodes
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:
Jessica Harding & Michael Holland
Baltimore Street Grill
82 Baltimore Street
Cumberland, MD 21502

21. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

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

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Brian K. Grim, Mayor

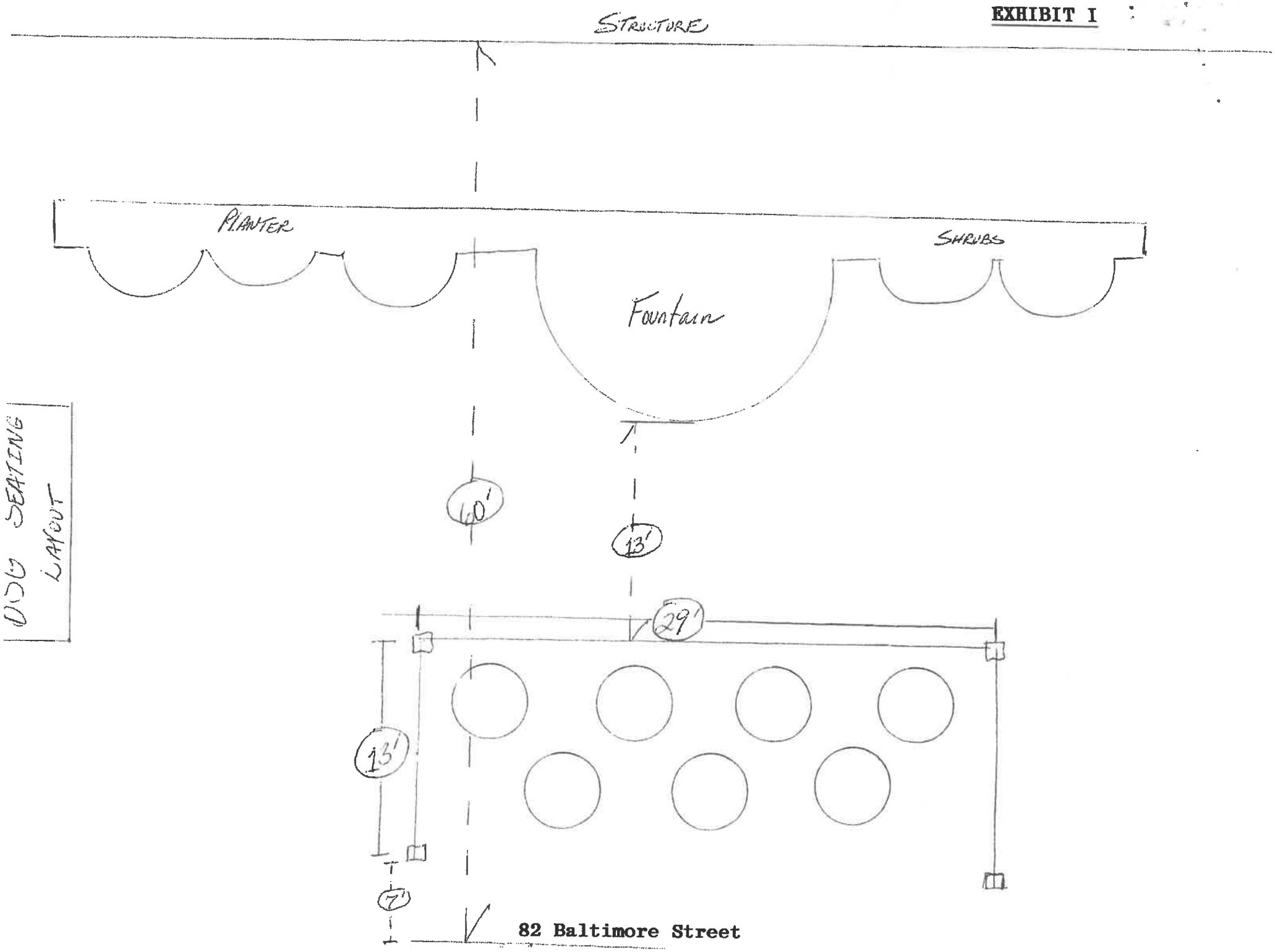
ATTEST:

_____
Marjorie A. Woodring
City Clerk

_____
WITNESS

_____
LESSEE

EXHIBIT I



82 Baltimore Street

Regular Council Agenda
April 17, 2018

Description

Order authorizing a Lease Agreement with Baltimore Street Grill to allow for the use of the public right-of-way in front of 82 Baltimore Street for outdoor dining purposes through March 31, 2019

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE: __April 17, 2018____**

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

THAT, the recommendation of the Department of Community Development to award Fifty Thousand Dollars ($50,000) in Community Legacy FY16 Upper Story Redevelopment Forgivable Loan Program allocations to the owners of 169-171 North Centre Street be and is hereby approved.

_____

Brian K. Grim, Mayor

Funding: FY16 Community Legacy

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND CITY COUNCIL

JEFF RHODES, MARGIE WOODRING

FROM: KATHY MCKENNEY

SUBJECT: CL16 UPPER STORY REDEVELOPMENT PROGRAM STAFF RECOMMENDATION

DATE: 4/13/18

For the March 1, 2018 application deadline, the Department of Community Development, received only one application for the Upper Story Redevelopment Forgivable Loan Program, a program funded by the State of Maryland's Community Legacy program. The application was received from the owners of 169-171 North Centre Street. A total of $50,000 was received by the City from the State of Maryland to fund this program. The funds are structured as a five-year forgivable loan, reducing 20% each year until it fades away after the fifth complete year. As long as the owner does not default on the terms or sell the property within that time frame, these funds will not be required to be repaid.

Eligible projects were required to be located within Cumberland's Central Business District. Staff held an informational meeting on January 22, 2018, to explain the program to all interested persons. As with past project years, the application placed an ambitious timeline, as well as a high level of documentation in order to ensure that the projects would have had a proper level of pre-planning and could be completed within the deadlines identified in the City's Community Legacy award agreement with the State of Maryland. At the meeting, applicants were educated about and encouraged to participate in other potential funding/incentive programs, including the historic tax incentive programs (local, state, and federal).

Following review of the application received for 169-171 North Centre Street, staff has determined that all information is complete and the property owner is working on all required predevelopment work. Therefore, staff recommends that the full request of $50,000 be awarded to this project.

Regular Council Agenda
April 17, 2018

Description

Order awarding $50,000 in Community Legacy FY16 Upper Story Redevelopment Forgivable Loan Program funds to the owners of 169-171 N. Centre Street

Approval, Acceptance / Recommendation

☐ Budgeted

☐ 1st Reading
☐ 2nd Reading
☐ 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)