



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

**Mayor and City Council of Cumberland
City Hall Council Chambers
Room 212
6:15 P.M.**

DATE 6/20/2017

***Pledge of Allegiance**

I. ROLL CALL

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

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

Mayor Grim recognized dignitaries in attendance, including Mark Widmyer, Western Maryland Representative to the Governor's Office, and Tammy Fraley, Allegany County Board of Education. With regard to the City's proposed budget, Ms. Fraley discussed an economic value survey that was performed relative to the Allegany County Public School System that showed evidence of a reduction in crime related costs and welfare related costs for each ACPS graduating class. She asked the Council to work with the County and Board of Education to determine ways to make each profitable moving forward.

II. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for May, 2017

Item Action: Approved

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

(B) Fire

1. Fire Department monthly report for May, 2017

Item Action: Approved

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

(C) Public Works

1. Maintenance Division monthly report for May, 2017

Item Action: Approved

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

III. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the Closed Session Minutes of March 21, April 4, and May 2, 2017

Item Action: Approved

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

IV. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance (*2nd and 3rd readings*) - providing for the City Tax Levy for FY2018; Real Estate = 1.0595 per \$100 of assessed value / Personal Property = 2.648 per \$100 of assessed value

Item Action: Approved

Councilman Frazier read a statement to voice opposition to the proposed tax increase. (Statement is attached.)

Councilman Cioni discussed measures that had been taken over the past several years to address the budget deficit, including the denial of pay raises, changes to employee health care provisions, the elimination of positions and personnel. He discussed concerns over reducing staff to the point that it would affect morale and productivity. He stated that no one was in favor of the tax increase, but the City had to move forward.

Councilman Bernard read a prepared statement in favor of the tax increase. (Statement is attached.)

Mayor Grim read a prepared statement in favor of the tax increase. (Statement is attached.)

Mayor Grim opened the floor to public comment.

Doug Schwab, 9 N. Centre Street, spoke in opposition to the tax increase, noting that the tax would be a disincentive to invest in the downtown.

Tammy Fraley, 913 Growden Terrace, spoke in opposition to the tax increase. She stated she did not want a reduction in public safety services, asked for the departments to make one final cut to their budgets, and recommended seeking loans from the county or state.

James Cordry, 23 Long Drive, spoke in opposition to the tax increase.

Mr. Rhodes reviewed assessable base numbers for FY18 and the tax levy that would be received with the increased tax rate. He discussed challenges in the General Fund, detailing costs for personnel, operating expenses and capital expenditures and noted that without the increased revenue to be gained by the tax increase, either all General Fund departments would have insufficient materials to perform their jobs or personnel in the public safety departments would need to be significantly reduced.

SECOND READING: The Ordinance was presented in title only for its second reading. Motion to approve 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 third reading.

THIRD READING: The Ordinance was presented in title only and was passed on a vote of 4-0 with Councilman

Frazier voting nay.

ORDINANCE NO. 3821

2. Ordinance (*2nd and 3rd readings*) - providing for the annual appropriation for the FY18 General Fund

Mr. Rhodes introduced the Ordinance and provided a breakdown of the General Fund appropriations and discussed the debt refinancing costs for FY18.

SECOND READING: The Ordinance was presented in title only for its second reading. Motion to approve 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 third reading.

THIRD READING: The Ordinance was presented in title only for its third reading and was adopted on a vote of 4-1 with Councilman Frazier voting nay.

ORDINANCE NO. 3822

3. Ordinance (*2nd and 3rd readings*) - providing for the annual appropriation for the FY18 Water Fund

Mr. Rhodes introduced the Ordinance and provided a breakdown of the Water Fund appropriations.

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

Mayor Grim called for questions or comments. Carl Godfrey, Oldtown, expressed concern over the budget. Mayor Grim advised him that no legislation passed by the City Council would affect Oldtown residents and urged him to contact the Allegany County Commissioners.

THIRD READING: The Ordinance was presented in title only for its third reading and was passed on a vote of 5-0.

ORDINANCE NO. 3823

4. Ordinance (*2nd and 3rd readings*) - providing for the annual appropriation for the FY18 Sewer Fund

Mr. Rhodes introduced the Ordinance, provided a breakdown of the Sewer Fund appropriations, and discussed the need for the underground storage tank at the WWTP and associated costs.

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

Mayor Grim entertained questions or comments and the Ordinance proceeded to its third reading.

THIRD READING: The Ordinance was presented in title only for its third reading and was passed on a vote of 5-0.

ORDINANCE NO. 3824

5. Ordinance (*2nd and 3rd readings*) - providing for the annual appropriation for the FY18 Special Purpose Funds

Mr. Rhodes introduced the Ordinance and provided a breakdown of the Special Purpose Fund appropriations.

SECOND READING: The Ordinance was presented in title only for its second reading. Motion to approve 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 entertained questions or comments. Doug Schwab, downtown business owner, noted that the Downtown Development Commission appropriations noted in this fund did not represent the special taxing district taxes that were collected from the downtown property owners.

THIRD READING: The Ordinance was presented in title only for its third reading and was passed on a vote of 5-0.

ORDINANCE NO. 3825

6. Ordinance (*2nd and 3rd readings*) - providing that no levy of a special ad valorem tax in the Shades Lane Development District be imposed for FY18

Mr. Rhodes introduced the Ordinance, noting that no levy was needed this year to pay the debt service incurred on the project. There were sufficient funds at this time.

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

Mayor Grim entertained questions or comments and the Ordinance proceeded to its third reading.

THIRD READING: The Ordinance was presented in title only for its third reading and was passed on a vote of 5-0.

ORDINANCE NO. 3826

(B) Orders

1. Order authorizing execution of a Billing Agreement with Carter Professional Services, Inc. for billing and claims service related to EMS transports, fire and rescue incidents, and fire department inspection and permit fees, for a term of five (5) years effective July 1, 2017 and renewable for three (3) additional years upon mutual consent, and a service fee of 7.25%

Mr. Rhodes discussed the billing agreement, noting that a lesser service fee had been negotiated with the service provider. Mayor Grim called for questions or comments.

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

ORDER NO. 26,146

V. **NEW BUSINESS**

(A) Resolutions

1. Resolution granting the Cumberland Outdoor Club a property tax credit for the tax year 2017-2018

Mr. Rhodes introduced the Resolution.

The Resolution was presented in title only and Mayor Grim called for questions or comments.

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

RESOLUTION NO. R2017-09

(B) Orders (Consent Agenda)

Item Action:

Mr. Rhodes reviewed each item on the Consent Agenda and Mayor Grim entertained question or comments.

Motion to approve Consent Agenda Items 1-8 was made by Frazier, seconded by Caporale, and was passed on a vote of 5-0.

1. Order accepting the donation of \$1,000 from Allegany County Health Department to be used by the Cumberland Police Department for the establishment of a healthy eating program

ORDER NO. 26,147

2. Order approving an Historic District Tax Incentive Application for property at 10 N. Liberty Street, owned by Hampstead Cumberland Arms, to provide a property tax credit in the amount of \$417,330.40 for a total of five years and a 7-year property tax assessment freeze equaling 111% of the pre-improvement value of \$3,734,633, effective with the 2016-2017 tax year

ORDER NO. 26,148

3. Order authorizing the acceptance of deeds for 28 parcels of real estate located on Baltimore Avenue, N. Waverly Terrace, and N. Mechanic Street from Cumberland Neighborhood Housing Services, Inc. for the sum of Zero Dollars (\$0.00); that acceptance of the Deed for 332-334 N Mechanic St. be contingent upon the title being good and marketable; and abating all taxes and utilities on all properties listed

ORDER NO. 26,149

4. Order accepting the bid of Casey Smith LLC, d/b/a Service Pro, for the 2017 Grass Mowing Contract for Non-Residential City-Owned Properties (9-17-M), in the estimated unit price of \$35,900

ORDER NO. 26,150

5. Order accepting the proposal of Prestige Lawncare & Landscaping, Inc. for City Project "2017 Grass Mowing - City-Owned Residential Properties" (10-17-M) in the estimated unit price of \$48,160

ORDER NO. 26,151

6. Order authorizing the execution of a Contract of Sale for the purchase of 612-614 Maryland Avenue from Howder, Inc. for the amount of \$15,000, authorizing acceptance of the deed of transfer, authorizing extension of the closing date if necessary, and authorizing the City Solicitor and City Administrator to execute documentation for the sale and transfer

ORDER NO. 26,152

7. Order extending the proposal from Erie Insurance to provide coverage for the City's fleet and parking garages in the amount of \$99,069

ORDER NO. 26,153

8. Order accepting the proposal of CBIZ Insurance to provide FY18 insurance for the Public Officials Policy - \$17,603, Law Enforcement Liability - \$41,170, and Employee Dishonesty Bond - \$861, for a total of \$59,634

(C) Letters, Petitions

1. Letter from the National Kidney Foundation requesting permission to hold the 2017 Western MD Kidney Ride on Saturday, September 16, 2017 from 9:a.m. to 4:00 p.m., beginning at 13 Canal Street and utilizing the Great Allegheny Passage

The letter was acknowledged and entered into public record. Mr. Rhodes noted that Chief Hinnant had reviewed the request and had no issues with it; any need for police presence could be handled by an officer on duty.

Council provided a consensus to approve the event.

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Harold Martin, 1038 Myrtle Street, discussed concerns regarding the "share the road" signs for bikes that had been placed on Frederick and Bedford Streets. He stated that 56 signs had been placed in a 1.2 mile stretch of each street, the signs looked terrible and ruined the neighborhood. He further stated that the vote in 2016 had been to mark the lane to share the road.

Mayor Grim and Councilman Bernard discussed that the vote had been to not designate the road as a bike lane and the law allows the bikes to share the use of the entire lane with the cars.

Tamara Clarke, 811 Memorial Avenue, requested that fluoride be banned from the City's water system. She discussed that fluoride did not provide the health benefits it was purported to have and talked about the values of research and its impact on fluoride information.

Carey Walker, 201 Massachusetts Avenue, discussed concerns regarding the condition of Grand Avenue. He stated he had also discussed these concerns last year and he requested a list of proposed street repairs. He had been informed by Mr. Rhodes that Grand Avenue was not on the list for repair yet was one of the worst in the city. Mr. Rhodes discussed how the streets are prioritized for repair. Mr. Walker also discussed complaints about an alley between South Street and Pennsylvania Avenue. Mr. Rhodes advised that he would get further information from him and look into the matter.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:38 p.m.

Minutes approved on August 15, 2017

Brian K. Grim, Mayor

ATTEST: Marjorie A. Woodring, City Clerk



City of Cumberland Department of Police

Monthly Report
May 2017

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

MAY 2017

SWORN PERSONNEL: 47 SWORN OFFICERS

Administration	5 officers
Squad 1A	9 officers
Squad 1B	9 officers
Squad 2A	8 officers
Squad 2B	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
Light Duty Administration	1 officer

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: 951 HOURS
COMP TIME USED: 138 HOURS
SICK TIME USED: 212 HOURS

YEAR TO DATE (beginning 7/1/16): 8,485 HOURS
YEAR TO DATE (beginning 7/1/16): 2,771 HOURS
YEAR TO DATE (beginning 7/1/16): 2,823 HOURS

OVERTIME REPORT

OVERTIME WORKED: 181 HOURS
HOSPITAL SECURITY: 159 HOURS
COURT TIME WORKED: 90 HOURS

YEAR TO DATE (beginning 7/1/16): 3,742 HOURS
YEAR TO DATE (beginning 7/1/16): 1,410 HOURS
YEAR TO DATE (beginning 7/1/16): 974 HOURS

TRAINING REPORT

28 OFFICERS TRAINED FOR 316 HOURS

YEAR TO DATE (beginning 7/1/15) 8,229 HOURS



Regular Council Agenda
June 20, 2017

Description

Police Department monthly report for May, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

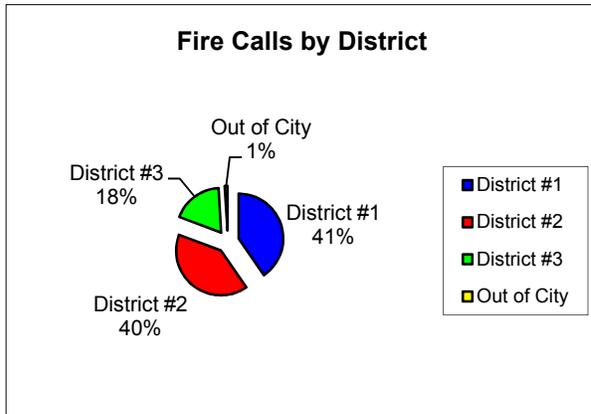
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF MAY, 2017
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 104 Fire Alarms:

Responses by District:	
District #1	42
District #2	42
District #3	19
Out of City	<u>1</u>
	104



Number of Alarms:	
First Alarms Answered:	104

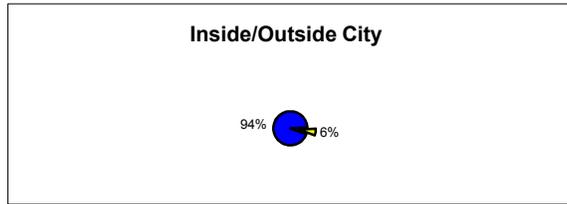
Calls Listed Below:	
Property Use:	
Public Assembly	3
Educational	1
Institutional	3
Residential	55
Undetermined	1
Stores and Offices	5
Special Properties	<u>36</u>
	104

Type of Situation:	
Fire or Explosion	8
Overpressure, Rupture	1
Rescue Calls	53
Hazardous Conditions	3
Service Calls	11
Good Intent Calls	13
False Calls	<u>15</u>
	104

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in May:	\$1,580.00
Total Fire Service Fees for Fire Called Billed by Medical Claim-Aid Fiscal Year to Date:	\$33,790.00
Fire Service Fees for Fire Calls Paid in May:	\$920.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$13,105.75
Fire Service Fees for Inspections and Permits Billed in May:	\$0.00
Fire Service Fees for Inspections and Permits Paid in May:	\$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,700.00

Cumberland Fire Department Responded to 448 Emergency Medical Calls:

In City Calls	419
Out of City Calls	<u>29</u>
Total	448



Total Ambulance Fees Billed by Medical Claim-Aid in May, 2017:	\$92,162.50
Ambulance Fees Billed Fiscal Year to Date:	\$1,447,215.94
Ambulance Fees Paid:	
Revenue received in May, 2017:	\$97,019.99
FY2016 Ambulance Fees Paid in FFY2017:	\$871,058.09
Total Ambulance Fees Paid in FY2016: (Includes all ambulance fees, previous and current fiscal years, paid in FY2017.)	\$1,017,079.29

Cumberland Fire Department Responded to 17 Mutual Aid Calls:

14 Mutual aid calls within Allegany County	
<u>3 Mutual aid calls outside of Allegany County</u>	
17	

Bowman's Addition VFD	2
Corriganville VFD	1
Cresaptown VFD	9
District #16 VFD	<u>2</u>
	14

Cumberland Valley, PA EMS	2
Ridgeley VFD	<u>1</u>
	3

Cumberland Fire Department Responded to 12 Paramedic Assist Calls:

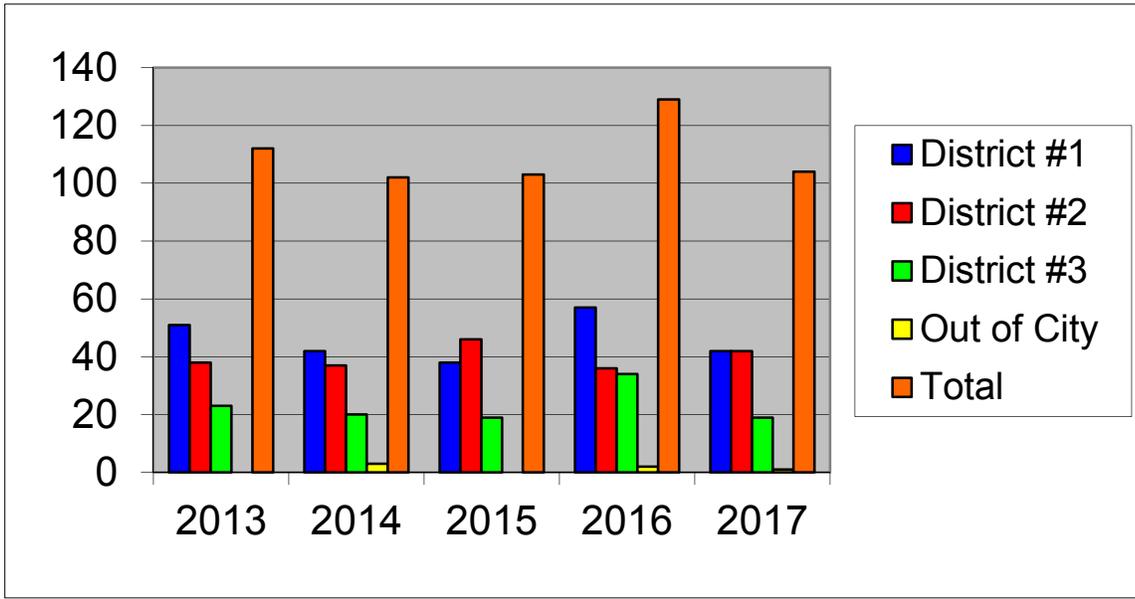
4 Paramedic assist calls within Allegany County	
<u>8 Paramedic assist calls outside of Allegany County</u>	
12	

Bowman's Addition VFD	1
District #16 VFD	1
Flintstone VFD	1
Frostburg Area Ambulance	<u>1</u>
	4

Cumberland Valley EMS, PA	1
Fort Ashby VFD, WV	1
Ridgeley VFD, WV	2
Short Gap VFD, WV	3
Springfield Area Rescue, WV	<u>1</u>
	8

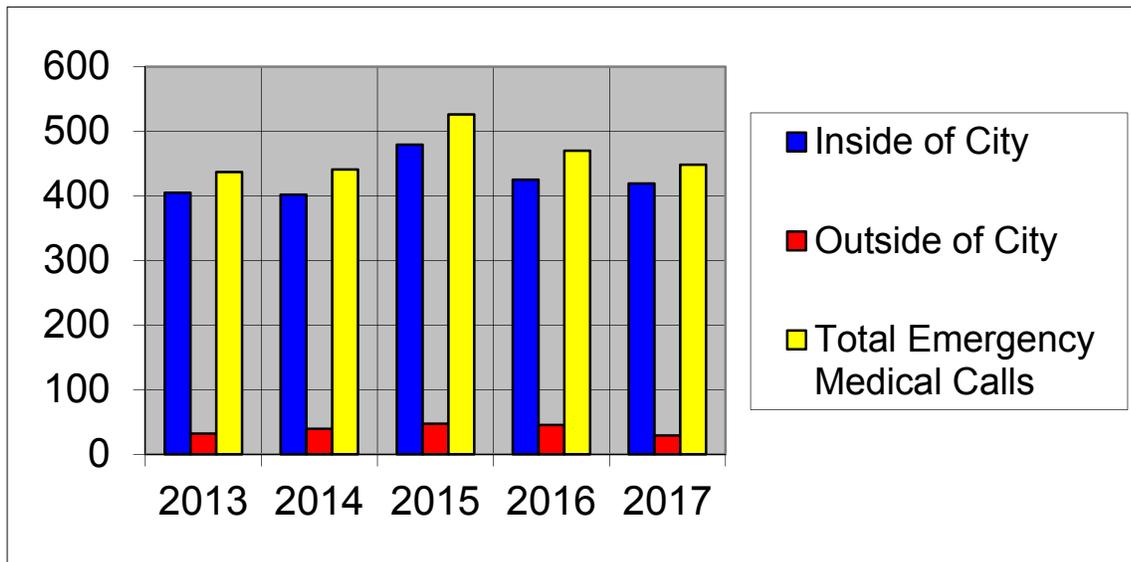
Fire Calls in the Month of May for a Five-Year Period

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
District #1	51	42	38	57	42
District #2	38	37	46	36	42
District #3	23	20	19	34	19
Out of City	<u>0</u>	<u>3</u>	<u>0</u>	<u>2</u>	<u>1</u>
Total	112	102	103	129	104



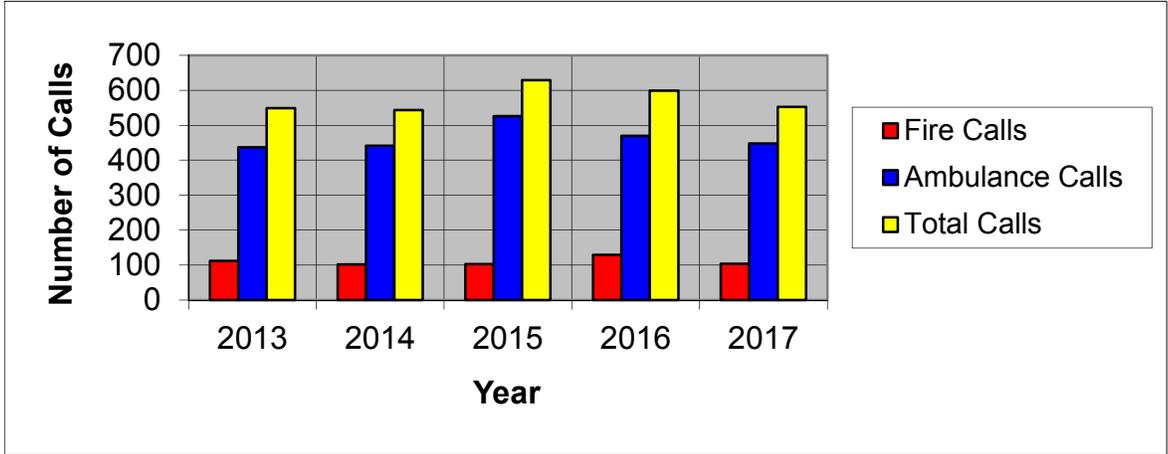
Ambulance Calls in the Month of May for a Five-Year Period

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Inside of City	405	402	479	425	419
Outside of City	<u>32</u>	<u>39</u>	<u>47</u>	<u>45</u>	<u>29</u>
Total Emergency Medical Calls	437	441	526	470	448



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

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Fire Calls	112	102	103	129	104
Ambulance Calls	437	441	526	470	448
Total Calls	549	543	629	599	552



Training

Training Man Hours:	239.5
Policy & Procedures	23.00
Duties & Responsibilities	5.50
Hose Operations	27.50
Apparatus Check Procedures	44.00
Apparatus Inventory	7.00
Maintenance Repair Requests	9.00
Inservice Inspections	10.50
ATV Driver Training	15.50
Emergency Medical Services	2.00
Protocol Updates	49.00
Tactical Operations	11.00
Forcible Entry	4.50
General Fire Prevention	3.00
Physical Fitness	9.00
Fire Reporting System	1.50
Water Rescue	17.50
	<hr/>
	239.50

Fire Prevention Bureau

Complaints Received	6
Conferences Held	82
Correspondence	18
Inspections Performed	10
Investigations Conducted	8
Plan Reviews	11



Regular Council Agenda
June 20, 2017

Description

Fire Department monthly report for May, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
May 2017

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
MAY 2017**

- POTHOLES AND COMPLAINTS
 - Potholed 30 Streets and 19 Alleys using 51 tons of HMA.

- UTILITY HOLE REPAIR
 - Completed 19 Water Utility Hole Repairs using 4 CY of Concrete and 24 tons of HMA.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed/Repaired 5 Traffic Control Signs.
 - Installed/Repaired 1 Street Name Sign.
 - Installed 7 and Removed 2 HC Signs.

- STREET SWEEPING
 - Swept 519 curb miles (approx. 164 cubic yards of debris).
 - Hauled 34 tons of sweeper dumps to landfill.

- MISCELLANEOUS
 - Completed 21 Service Request.
 - Worked Day of Caring and Sharing.
 - Ditch repairs on Mullen St and on Blackiston Ave.

STREET MAINTENANCE - MAY 2017		5/1-5/6	5/7-5/13	5/14-5/20	5/21-5/27	5/28-5/31	TOTAL
SERVICE REQUEST COMPLETED		5	3	6		7	21
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER	4	2	5	8		19
	SEWER						0
	CY				3.50		4
	TONS	7.5	7.0	8.0	1.5		24
POTHOLES FILLED	STREETS	5	7	11	1	6	30
	ALLEYS	3	3	10	2	1	19
	DAYS						0
	Cold Mix						0
	TONS	9.5	13.5	19.0	3.0	6.0	51
PERMANENT PATCH	CY						0
	TONS	2					2
COMPLAINTS COMPLETED				1			1
	CY						0
	TONS			1			1
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		4				1	5
STREET NAME SIGNS REPAIRED/INSTALLED						1	1
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
		3				4	7
		1				1	2
PAINTING PERFORMED	BLUE	3				5	8
	YELLOW						0
	RED	1				1	2
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	11	10	9	11		41
	MILES	129	199	90	101		519
SWEEPER DUMPS HAULED TO LANDFILL	TONS		27.2		7.0		34
SALT BARRELS - PICK UP	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS							0
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days		2				2
Check Drains/Clean Debris	DAYS	2	1				3

Crack sealed Woodlawn Terrace 5/1/17
Repair sidewalk @ Baltimore St Bridge 2 ton 5/2/17
Delivered mulch for Caring and Sharing 5/8 & 5/10
Worked Day of Caring and Sharing 5/12/17, 5/15/17
Mullen Street ditch Work 5/22/17
Blackiston Ave Ditch Work 15 ton of Rip Rap 5/23/17, 5/26/17, 5/30/17
Hauling Material from Bullpen w/Flood 5/23/17
Clean up slide on Hunt Terrace 5/25/17
200 Cones to Industrial Blvd for car show 5/25, 5/30

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
MAY 2017**

- Constitution Park
 - Cleaned up garbage, bathrooms and pavilions 3 time/week.
 - Cut grass in Park and Long Field.
 - Continued to work on Pool for opening.
 - Tree Removal near Long Field
 - Repaired blacktop stage at Amphitheater.

- Mason Complex
 - Cleaned up garbage 3 time/week.
 - Lined Fields as per schedule.
 - Added In-Field Material to Flynn Field.
 - Cut grass.

- Abrams, Cavanaugh and JC
 - Cleaned up garbage and bathrooms 3 time/week.
 - Cut grass.
 - Maintained and lined Abrams, JC and Cavanaugh Fields as per schedule.

- Miscellaneous Work
 - Continue to maintain, cut grass and pick up garbage at Playgrounds, Parklets and other areas.
 - Worked Day of Caring and Sharing.

Parks and Recreation

Field Work

May 2017

	Line	Spike	Drag	General Cleanup Prior to Season
Flynn	14		5	Added material twice this month.
Nonnenmann	10		3	
Northcraft	15		4	
Bowers				
Galaxy	4			
United				
Nonnenmann SF				
Bowers FB				
Tigers Practice				
Long	13		2	
Cavanaugh	11		3	
JC	11		2	
Abrams	15		2	

Parks and Recreation Department

Grass Cutting

May 2017

LOCATION	DATES CUT
Fairmont	May 8, 10
Ridgedale	May 8,10
Springdale	May 3, 8, 16, 31
Mason	May 1, 2, 3, 8, 9, 10, 15, 16, 19, 24, 30, 31
Park	May 1, 2, 3, 10, 15, 16, 17, 19, 23, 24, 30, 31
Long	May 2, 9, 16, 22, 30
Cavanaugh	May 2, 9, 10, 16, 31
Smith Park	May 8, 10, 19, 31
Vets Park	May 3, 10, 18, 31
Pine Ave	May 8, 10
JC	May 2, 10, 16, 31
Valley St Parklet	May 2, 12
Abrams	May 2, 9, 16, 23, 31
Washington HQ	May 3, 8, 10, 18, 31
Sundial	May 8, 18
Lucys Park	May 17
MCS	May 16
Evitts Creek	May 15
Boat Ramp	May 17, 31
Mullen	May 17
224-226 Cecelia St.	May 18
14 Somerville in Rear	May 19
Old HRDC	May 17
Rolling Mills Parklet	May 8, 19
Emily St. Dead End	May 14
Pistol Range	May 19
Pear St.	May 8, 31
Louisiana Ave. (Hartley's)	May 9
404/406, 414 Park St.	May 18
513, 529 Maryland Ave.	May 18

Parks and Recreation Department

Miscellaneous Work

May 2017

Fixed traps in men's restrooms at Park (5/1/17)

Removed a tree from behind Long Field (5/2/17)

Repaired blacktop on stage at Park , 3 tons (5/1/15)

Picked up backboards from Mason (5/4/17)

Tree clean up between Long and Reservoir

Picked up flowers for Caring & Sharing (5/10/17)

Worked Caring & Sharing (5/12/17)

Worked on pool for opening

**Fleet Maintenance
May 2017**

Total Fleet Maintenance Projects	126
Street Maintenance	20
Snow Removal	0
DDC	0
CPD	22
Water Distribution	11
P & R Maintenance	7
CFD	7
Sewer	16
Code Enforcement	8
Flood	3
PIP	0
WWTP	0
Engineering	3
Facility Maintenance	0
Fleet Maintenance	1
Central Services	3
Municipal Parking	0
Public Works	0
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	23
Field Service Calls	2
Total Work Orders Submitted	32
Risk Management Claims	0
Fork Lift Inspections	0



Regular Council Agenda
June 20, 2017

Description

Maintenance Division monthly report for May, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, March 21, 2017

5:00 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Shawn Hershberger, Cumberland Economic Development Commission (CEDC) Executive Director; CEDC Board Member Jonathan Hutcherson, CEDC staff Matt Miller and Tabitha Barbarito; and Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to receive an update on economic development initiatives and to confer with legal counsel regarding smoking regulations was made by Councilman Caporale, seconded by Councilman Frazier and was passed on a vote of 5-0.

Annotated Code of Maryland, General Provisions Article

- Section 3-305 (b) (4) – to consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- Section 3-305 (b) (7) – to consult with counsel to obtain legal advice on a legal matter

Minutes passed _____

Brian K. Grim, Mayor _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, April 4, 2017

5:30 p.m.

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

ABSENT: Councilman Seth Bernard

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; and Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss issues concerning negotiations with the IAFF #1715 bargaining unit was made by Councilman Frazier, seconded by Councilman Caporale and was passed on a vote of 4-0.

Annotated Code of Maryland, General Provisions Article

- Section 3-305 (b) (9) – to conduct collective bargaining negotiations or consider matters that relate to the negotiations

Minutes passed _____

Brian K. Grim, Mayor _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, May 2, 2017

5:50 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; and Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to consult with counsel to obtain legal advice regarding protection of the City's water supply to discuss negotiations with the IAFF #1715 bargaining unit was made by Councilman Frazier, seconded by Councilman Caporale and was passed on a vote of 4-0.

Annotated Code of Maryland, General Provisions Article

- Section 3-305 (b) (7) – to consult with counsel to obtain legal advice on a legal matter;
- Section 3-305 (b) (9) – to conduct collective bargaining negotiations or consider matters that relate to the negotiations

Minutes passed _____

Brian K. Grim, Mayor _____



Regular Council Agenda
June 20, 2017

Description

Approval of the Closed Session Minutes of March 21, April 4, and May 2, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Statement read by Councilman Frazier at June 20, 2017 public meeting.

Prior to this evening's vote on the city's proposed tax rate increase, I would like to say a few words to explain why I'm opposed.

Most of my fellow council members have served longer and have been through this budget process a time or two. That may give them a little more experience, but sometimes a pair of fresh eyes can help.

Something that has bothered me about this budget shortfall is why it wasn't brought to our attention sooner so that we may have had more time to come up with solutions.

One of my main reasons for voting against the increase is that I believe it will provide a disincentive for both businesses and people thinking of locating to our city. Some of our expressed goals have been to further economic growth, entice our young adults to stay, and encourage others to move here. Why would they invest here, remain here, or move here when they can locate outside our city and still enjoy many of its benefits without paying the higher taxes.

We have had several citizens come to our meetings and express why we shouldn't raise taxes. Several of these individuals are or have been involved with local governments, including Jerry Frantz, Lawrence Becker, and former Councilwoman Mary Beth Pirolozzi. Ms. Pirolozzi has also sent emails with suggestions on steps we could consider to avoid raising taxes. I have talked to them individually, and I concur with many of their ideas.

There have been letters and emails from individuals and organizations, such as Mike D'atri, the Allegany County Chamber of Commerce, and the Historic Highlands Association of Realtors, all of whom have predicted negative consequences this tax increase will have on our city.

Another reason I am against this tax increase is due to the effect it will have on our citizens. Our city is made up of a lot of older citizens who live on modest monthly incomes. Many of them live from paycheck to paycheck, and though this amount may seem trivial to some it will be devastating to others. I use my sister as an example. Through conversations, she has told me how badly this tax increase will affect her.

I don't profess to have all the answers or solutions but many of the ideas and suggestions presented by some of the people I have referenced warrant a closer look and possible implementation. We need to work with the county and other municipalities on ways we can combine services, share responsibilities, and save money.

I, like my fellow council members, want what's best for our city. One thing I have suggested was to have a committee/commission formed that would take a careful look at our budget and how and where we spend our money and determine where we have waste, where we can make cuts, and savings can be made. I realize we have department heads

that have done this, but as I said before sometimes a fresh set of eyes can be helpful. I have also proposed an idea the Mike D'atri suggested, a one time surcharge instead of a tax increase which would give us more time to come up with better solutions. Neither of these ideas I proposed were considered by the council. I've never seen my tax rate go down after it's been raised, and I fear the same for this rate increase.

I will continue to work with my fellow council members to resolve these and other problems and make Cumberland a place where people can live and prosper.

Statement read by Councilman Bernard during June 20, 2017 public meeting

First, I just wanted to thank everyone who participated in this process over the last several months. Being educated and informed is absolutely a hallmark of a healthy society.

All of us here have found ourselves faced with a problem that had been, frankly, avoided for years. But make no mistake, these are absolutely tough problems. None of us here ran for office to raise taxes – but we did run with the promise we would steer the ship away from the storms – and that’s what I view us doing here.

It’s no surprise that the easiest decision aren’t always the right ones. In my opinion, it’s easy to say “cut”, but how can we continue to cut, when further cuts would mean the elimination of police officers, the elimination of fire fighters? That’s not an option at this juncture – especially with our nation in the midst of a heroin epidemic.

The average increase is 6 bucks a month – in my opinion, a small price to pay to maintain services – but at the same time, I’m aware that’s still a lot to ask of some people. That’s why we’re committed to try and do all we can to lower this increase, hopefully as soon as next year.

We recognize the long-term fixes and are already attempting to implement them, such as evaluating employee health costs, as well as collaborating with the County – not to mention this administration’s aggressive efforts in regards to ED and Neighborhood Revitalization. We want to set this up so our City is never faced with this again.

Statement made by Mayor Grim at June 20, 2017 public meeting

This evening, it is important to recognize that the series of votes before the Mayor and Council are among the most serious and significant that I have had to cast a vote in my eight years in office, to date. Speaking for myself, I can assure you that political futures play no role in my own decision making process.

To the gentlemen seated to my right and left, thank you. Thank you for working through a very challenging process, engaging the citizens of Cumberland at every turn, and participating in ten public meetings in which this topic was a part, including a public Town Hall. Thank you for taking on a challenge that has been a can kicked down the road for decades, for generations, for too many administrations, a financial challenge that took root so long ago that some of us sitting here were not yet born when those decisions were being made and local and global economic challenges began brewing. Thank you for enduring a time when the decision made will be unpopular, no matter the decision, as there is no right decision. Thank you for having the fortitude to look out for the future of our community, through this process.

To those very few citizens, far less than 1% of the Cumberland population, who participated in the process, thank you for being heard. It was your voices that impacted the proposal before the Council tonight. It was through ten public meetings, including a Town Hall, where citizens simultaneously demanded service increases, no cuts to city services and no tax rate increases, though there were some who expected elimination of the fire department and others who argued in favor of much higher tax rate increases. In reality, the citizens of this community gave their elected leaders in this Representative Democracy, no consensus. Citizens gave no clear direction. Citizens reached consensus, seemingly, only in the desire not to cut services and not to raise taxes. Those two positions are impossible. Moving forward after the decision tonight, the community must wear the burden on its collective shoulders to decide what we want Cumberland to be in the next five, ten, twenty and fifty years. Without consensus, leaders will

continue to make bad decisions, decisions that are unpopular, and as is the case tonight, decisions which will most certainly leave most everybody angry.

Often I hear from citizens that the fix to our economic woes are more jobs, more population and more economic development. That's all true, but for the city, that all takes place through tax base growth, something we continue to suffer a glut from, to the tune of approximately \$52 million in recent years. While its true that some people need jobs, there are far too many jobs from manufacturing to technology going unfilled right now. Signs and even billboards now announce "now hiring" in Cumberland. Jobs do exist! Population growth is necessary to fuel tax base growth. And more economic development spurs all of these things, though some citizens and even some local business owners continue to fight against any and all development, right down to a local businessman even today taking steps to try to prevent the Rolling Mill project from taking place. But I suggest to you that our biggest problem is not economic, but attitude. Too many negative, pessimistic and self loathing attitudes continue to project the loudest voices while the silent majority sits back...in silence. The attitude of this community must, must, must change. Angst against bicyclists, anger about new restaurants, frustration over road construction, impatience for snow plowing, ignorance toward change and continued words of self loathing are our greatest weakness and greatest enemy.

We are a community suffering tax base decline. We are simultaneously cited as one of the most affordable markets to live in with low housing costs. With those effects come limited revenues to city government to provide basic or desired expanded services. Citizens have been fairly consistent in expecting services from the city, but the chorus of anger toward a tax rate increase has grown.

Let me be very clear to those of you who may have formed an opinion against any tax rate hike, including the Chamber of Commerce and the Realtors Association. This is not a decision as so narrowly suggested, to raise taxes or not. It's a decision to either increase revenues to maintain city services or dramatically cut services.

Demands for more cuts are ignorant to the fact that to this point, every effort has already been undertaken to prevent tax rate increases. Within the past 10-15 years, the city has eliminated 21 management positions and 46 hourly positions, many of which are in public safety services. Cuts are not a way forward, as the real problem is a severely declined tax base. In fact, even with the proposed tax rate increase, the average Cumberland homeowner will still pay less in taxes than several years ago, due to declined property values.

Calls for no tax rate increases should be recognized as calls for deep and potentially dangerous cuts. Without this increase, many city services and programs would not only be jeopardized, but could be eliminated entirely and include cuts to fire and EMS services, cuts to police, closure of the Constitution Park pool, closing city sports fields, elimination of annual city fireworks displays (which are subsidized by donations from local businesses) and reduction of snow plowing services to emergency routes only.

Generic suggestions that more cuts take place to the government "fat" are uninformed and ignore efforts to date. Expectations that across the board cuts occur do not recognize that those cuts would require turning off street lights, slashing the parks and recreation department of only one full time employee, by closing the Park pool and padlocking city ball fields. It could mean, as has been suggested by one citizen in this very chamber, the end of C3I, the narcotics investigation unit.

The Chamber of Commerce stated a desire for the City to "act on all possible alternatives including consolidation of services and adjustments in personnel and benefit expense before considering a tax increase." I agree, however consolidation requires the partnership of Allegany County and cannot be fulfilled unilaterally by the City of Cumberland. It requires that Commissioner Valentine's perceived War on Cumberland end immediately.

Adjustments to personnel have been done for many years with employees today fulfilling the jobs of their previous subordinates as well as supervisors. Jobs are further reduced in the budget proposal before the Council. Benefit expenses must

change and are being undertaken with bargaining units, as they are included in negotiated contracts. With most city employees paying only 3%-10% of their healthcare expenses and healthcare costs exploding by up to \$1 million per year, it is my position that city employees must move to paying 20% of those expenses. This change must be negotiated, however.

As citizens have provided input leading up to a decision about the FY'18 budget, it is important to recognize that input has been weighed constantly and a lack of community consensus about a direction has left the Council with this difficult decision. None of the Council ever desired to have to make this decision to cut city services or implement tax increases. Nobody here is advocating for tax rate increases and nobody is specifically calling for elimination of city services. We have worked diligently to prevent the initial 20% tax rate increase and reduce it to 9.75%. That may have been a mistake. The proposal before the Council now is an attempt to balance the concerns of all citizens and I personally believe, the worst option that could be considered, as it both raises taxes and implements cuts that could put citizens in danger. Even so, the Council has taken on the challenge of resolving a decades-long problem rather than kick it down the road again. For eight years, I have sat at budget presentation meetings and been one of the voices to say, "take tax increases off the table." I even did so this year, but the stark realities are too dire now.

The current proposal reduces firefighters, police officers, the City Planner, and street department staff, as well as reduces spending on economic development and Downtown, all on top of across the board cuts to city departments. It further refinances city debt and implements borrowing for the coming years' capital projects. Even so, some are calling for even more dramatic cuts with the short sighted demand that there be no tax rate increases, even following significant tax base decline in recent years that amounts to a current deficit of \$52 million.

The proposal calls for a 9.75% tax rate increase, which will cost the average citizen of Cumberland, \$6.00 per month. In many cases, even with such an increase in place, citizens will still be paying less in taxes than they did before the tax base

decline occurred. And no increase like this comes without the option to reduce or remove it in the future, as the tax base hopefully grows again.

Times are tough and this action will not end the crisis before our city, but it is a step toward doing so. More difficult decisions are ahead and the community must reach some consensus to solve these systemic deficits. To my colleagues, let me be very clear that tonight we are not just voting for a tax rate increase. A vote of "no" is a vote to cut firefighters, reduce EMS services, cut the police department, close the Constitution Park pool, padlock city sports fields, reduce snow plowing services to emergency routes, only, pull out of C3I and narcotics investigations and cut spending on blight removal efforts that ultimately result in increasing property values and growing the tax base.

Following the outcome of this evening, Cumberland citizens must step up. Complaining without being involved is a waste of time. Negativity and pessimism are the enemy of our future. Lack of true engagement through community services and informed decision making will drive Cumberland over the cliff we are on today, teetering between a future of success and a cataclysmic collapse.

Colleagues, in the course of service, each of us has had to face difficult decisions. However none of us should be subjected to lies, attacks or death threats as was the case, with the threat directed at staff and the Mayor and Council from a citizen in this very building just last week. This body is compensated at 1978 wages for doing the job of looking out for the best interest of Cumberland. Tonight, I am confident that my colleagues will continue to fulfill that duty and whatever the decision made, we should expect the results to be felt for, potentially, decades to come. And while this body may sometimes disagree, I am confident that each member of Council is looking out for what he believes is in the city's best interest.

ORDINANCE NO. _____

An Ordinance of the Mayor and City Council of Cumberland, Maryland, entitled,
 "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND
 PROVIDING FOR THE CITY TAX LEVY FOR THE FISCAL YEAR BEGINNING
 JULY 1, 2017, AND ENDING JUNE 30, 2018."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF
 CUMBERLAND, that the levy for the Fiscal Year 2018 for the City of Cumberland shall
 be as follows:

Property Taxes	Assessable Base	Tax Rate Per \$100	Tax Levy
Real Estate (Full Value)	\$ 864,731,132	1.0595	\$ 9,161,826
Real Estate (Half Year)	2,831,470	0.5298	15,001
Personal Property			
Individual	2,077,039		
Corporation	86,102,719		
	88,179,758	2.648	2,335,000
Penalties and Interest			400,000
Tax Credits			(185,000)
Total Tax Levy			\$ 11,726,827
Other Revenues			
Other Taxes	347,173		
Licenses & Permits	179,500		
Intergovernmental	3,226,070		
Charges for Services	1,705,112		
Fines, Forfeitures & Interest	4,500		
Miscellaneous	465,950		
Transfers-in	1,898,854		
Capital Financing	426,000		
Total Other Revenue			8,253,160
Utilization of Restricted Fund Balance			1,198,409
Refinance Debt Proceeds			12,970,000
Total Tax Levy, other revenue and restricted fund balance			\$ 34,148,396

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

Passed this _____ day of June, 2017.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk



Regular Council Agenda
June 20, 2017

Description

Ordinance (*2nd and 3rd readings*) - providing for the City Tax Levy for FY2018; Real Estate = 1.0595 per \$100 of assessed value / Personal Property = 2.648 per \$100 of assessed value

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, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and they are hereby appropriated for the respective purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2017, and ending June 30, 2018, to-wit:

General Government	\$ 1,805,372
Public Safety	10,754,165
Public Works	2,686,150
Recreation	941,361
Community Development	1,374,212
Transfer Out	1,667,542
Debt Retirement (1)	14,800,664
Total General Fund Appropriation	\$ 34,029,466

(1) Debt Retirement includes \$12,970,000 in debt refinancing

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the fiscal year (June 30, 2018) if legally encumbered but shall continue in full force and effect until the encumbrance has been completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2017.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk



Regular Council Agenda
June 20, 2017

Description

Ordinance (*2nd and 3rd readings*) - providing for the annual appropriation for the FY18 General Fund

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, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE WATER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following operating budget is hereby appropriated for the respective departments and purposes of the City of Cumberland Water Fund for the Fiscal Year beginning July 1, 2017, and ending June 30, 2018, to-wit:

Water Administration	\$ 1,159,961
Water Distribution	2,493,655
Water Filtration	1,999,581
Interest Expense	385,491
Principal Payments	1,033,133
Capital Expenditure	1,414,250
Total	\$ 8,486,071

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 24-86 of the Code of the City of Cumberland, and as the same may be from time to time amended, to produce sufficient revenue to enable the City of Cumberland to defray the cost of operating, maintaining, repairing and otherwise improving the Water System, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2018.

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

Passed this _____ day of June, 2017.

Brian K. Grim
Mayor

Attest:

By : _____
Marjorie A. Woodring
City Clerk



Regular Council Agenda
June 20, 2017

Description

Ordinance (*2nd and 3rd readings*) - providing for the annual appropriation for the FY18 Water Fund

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, MD, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE SEWER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective departments and purposes of the City of Cumberland Sewer Fund for the Fiscal Year beginning July 1, 2017, and ending June 30, 2018, to-wit:

Wastewater Treatment Plant	\$ 5,593,319
Sanitary & Storm Sewer	1,700,018
Flood Control	601,032
Interest Expense	184,430
Principal Payments	829,350
Capital Expenditures	16,472,476
Total	\$ 25,380,625

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 27-9 of the code of the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Sanitary and Storm Sewer system, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2018.

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

Passed this _____ day of June, 2017.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk



Regular Council Agenda
June 20, 2017

Description

Ordinance (*2nd and 3rd readings*) - providing for the annual appropriation for the FY18 Sewer Fund

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, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE APPROPRIATIONS FOR VARIOUS SPECIAL PURPOSE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective funds and purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2017, and ending June 30, 2018, to-wit:

Housing Assistance	\$ 1,922,905
Downtown Development Commission	288,474
Communit Development Block Grant	824,899
Police Grants	324,158
Community Legacy	200,000
TIF District - Shades Lane	34,860
Capital Projects	55,000
Street Improvements	1,525,725
Municipal Parking Authority	324,441
Trash Removal	1,454,816
Total	\$ 6,955,278

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the Fiscal Year (June 30, 2018) but shall continue in full force and effect until the project for which the appropriation has been made is completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2017.

Brian K. Grim
MAYOR

Attest:

By: _____
Marjorie A. Woodring
CITY CLERK



Regular Council Agenda
June 20, 2017

Description

Ordinance (*2nd and 3rd readings*) - providing for the annual appropriation for the FY18 Special Purpose Funds

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, MARYLAND, ENTITLED, “AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING THAT NO LEVY OF A SPECIAL AD VALOREM TAX IN THE SHADES LANE DEVELOPMENT DISTRICT BE IMPOSED FOR FISCAL YEAR 2018 AND RELATED MATTERS.”

Whereas, the Mayor and City Council, pursuant to a Resolution adopted on September 21, 2004 (the “Resolution”) and the authority of Sections 14-201 through 14-214, inclusive, of Article 41 of the Annotated Code of Maryland (the “TIF Act”) and Section 44A of Article 23A of the Annotated Code of Maryland (the “STD Act” and, together with the TIF Act, the “Acts”) established a contiguous area located within the City as both a “development district” (as defined in the TIF Act) and a “special taxing district” (as defined in the STD Act), and designated such area as the “Shades Lane Development District” (the “District”); and

Whereas, pursuant to Ordinance No. 3507, approved by the Mayor and City Council on October 5, 2004 (the “Ordinance”), the City authorized the issuance of special obligation bonds in an amount not to exceed \$750,000 pursuant to the authority of the Acts in order to finance certain infrastructure improvements within or related to the District; and

Whereas, pursuant to the Ordinance and an Executive Order of the Mayor executed and delivered on April 21, 2005 pursuant to the authority of the Acts and the Ordinance, the City issued and delivered its Mayor and City Council of Cumberland Special Obligation Bond (Shades Lane Project), Series 2005 on April 22, 2005 in the original principal amount of \$480,000 (the “Bond”); and

Whereas, the Ordinance provides that debt service on the Bond will be payable in the

first instance from property taxes on real property located within the District representing the levy by the City and County Commissioners of Allegany County (the “County”) on the Tax Increment (as defined in the Resolution), and to the extent such incremental tax revenues prove insufficient, in the second instance from a special ad valorem tax or taxes levied upon property within the District; and

Whereas, it has been determined by City staff and that it will be unnecessary to levy a special ad valorem tax on either real property or personal property located within the District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 because revenues from taxes levied by the City and the County are and will be sufficient to cover debt service on the Bond.

Now, Therefore

Section 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CUMBERLAND, that in accordance with and pursuant to the authority of the STD Act and the Ordinance, for the fiscal year beginning July 1, 2017 and ending June 30, 2018, there is hereby levied a special ad valorem tax, at the rate of Zero Dollars and Zero Cents (\$0.0000) per One Hundred Dollars (\$100.00) of assessable base, on real property located within the District.

Section 2: AND BE IT FURTHER ORDAINED that in accordance with and pursuant to the authority of the STD Act and the Ordinance, for the fiscal year beginning July 1, 2017 and ending June 30, 2018, there is hereby levied a special ad valorem tax, at the rate of Zero Dollars and Zero Cents (\$0.00) per One Hundred Dollars (\$100.00) of assessable base, on personal property located within the District.

Section 3: AND BE IT FURTHER ORDAINED, that the appropriate officials of the City are hereby authorized and directed to take all action necessary to provide for the billing, collection and application of the special ad valorem tax relating to the District provided for in this Ordinance.

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

Passed this ____ day of June, 2017.

MAYOR

ATTEST:

CITY CLERK



Regular Council Agenda
June 20, 2017

Description

Ordinance (*2nd and 3rd readings*) - providing that no levy of a special ad valorem tax in the Shades Lane Development District be imposed for FY18

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: May 16, 2017 (TABLED)
June 20, 2017

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

THAT, the Mayor be and is hereby authorized to execute a Billing Agreement by and between the Mayor and City Council of Cumberland and Carter Professional Services, Inc., dba/Medical Claim-Aid (MCA), to continue to perform billing and claims service on behalf of the Mayor and City Council of Cumberland related to EMS transports, fire and rescue incidents and fire department inspection and permit fees; and

BE IT FURTHER ORDERED, that the Agreement will become effective July 1, 2017 at which time MCA will continue responsibility for the billing as herein provided. The term of this Agreement is ~~eight (8)~~ five (5) years ending June 30, ~~2025~~ 2022, ~~which includes a two year extension of the current contract which would have expired June 30, 2019. This contract~~ and is renewable for an additional ~~five (5)~~ three (3) years upon mutual agreement; and

BE IT FURTHER ORDERED, that the City shall be billed the sum of 7.25% of all payments received by the City during the preceding month, related to ambulance transports.

Mayor Brian K. Grim

[XXXX] Strikethrough indicates text that has been removed

[XXXX] Underline indicates text that has been added

BILLING AGREEMENT

This Billing Agreement made this _____ day of _____, 2017 by and between **The Mayor and City Council of Cumberland** (hereinafter **MCCC**) and Carter Professional Services, Inc., doing business as Medical Claim-Aid (hereinafter **MCA**), witnesses that:

- (1) **CUSTOMERS.** MCA shall perform billing and claims service for MCCC related to EMS transports, fire and rescue incidents and fire department inspection and permit fees.
- (2) **BILLING.** MCA shall submit claims to third party payers (MEDICARE, Carefirst, private insurers, etc). Amounts not paid by third party payers shall be billed to the patient or the patient's representative, unless coordinated with subscription membership. During the first 90 day period (90 days from the time that the claim is referred by MCCC to MCA) such individual billing shall be such as is necessary to effect collection, but not to exceed what is stipulated by MCCC. MCA shall have the right to manage accounts receivable and to authorize payment plans, as it deems reasonable and appropriate. MCCC shall have the right to determine the total number of bills to each patient (except for that which is mandated by law) and the style and manner of messages to appear on the invoices.
- (3) **INQUIRIES.** All inquiries and complaints related to billing (if any) shall be directed to MCA.
- (4) **EFFECTIVE DATE, DURATION, RENEWAL.** The provisions of this Agreement shall become effective July 1, 2017 at which time MCA will continue responsibility for the billing as herein provided. The term of this Agreement is five years ending June 30, 2022. This contract is renewable thereafter for an additional three year term, based upon satisfactory performance and mutual agreement of both parties.
- (5) **NOTICES.** Any and all notices regarding continuation or termination of this agreement to a party shall be deemed given and received by the party three days after written notice has been mailed by certified mail, return receipt requested, providing the notice is addressed as follows:

Mayor and City Council of Cumberland
ATTN: Julie Davis, Fire Administrator
57 N. Liberty Street
Cumberland, MD 21502

CARTER PROFESSIONAL SERVICES, INC. t/a MEDICAL CLAIM-AID
ATTN: Cathy L. Carter
400 Market Street
Denton, MD 21629

In addition to said certified mail notice; each party shall make a reasonable effort to fax a copy of the notice to the other party. MCA's current fax number of 410 479 4793. The foregoing is not intended to be the exclusive method of communication between the parties.

- (6) **COMPENSATION**. MCCC shall pay to MCA the following:

Beginning July 1, 2017 MCCC will be billed the sum of 7.25% of all payments received by MCCC during the preceding month related to ambulance transports. Statements will be sent the first of each month and are due and payable no later than the 10th of that month. Late payments are subject to 1.5% interest per month. MCA will not bill any charges for calls for which there are no payments received. In the event of subsequent renewal, all parties will have the opportunity to renegotiate the contingency rate not to exceed 10%.

- (7) **PAYMENTS AND PAYMENT INFORMATION**. All Payments shall be payable to MCCC at their remittance address **PO BOX 120 Denton, MD 21629**. The cost of the PO Box is paid by MCA. MCCC shall insure that any payments, which are paid to MCCC at their location, are forwarded to MCA as often as necessary, but not less than once weekly. This billing information includes all Medicare Remittance Notices, Insurance explanations of benefit, personal payments, requests for additional information, returned mail and other related billing correspondence. MCCC is responsible for bank charges for credit card payments at 2.44% of the charged amount and .23 transaction fee per payment. MCA is responsible for all other credit card fees, including the monthly fee. MCA will insure that all payments received at the post office box are forwarded to MCCC every Friday with a detailed credit report.
- (8) **COOPERATION**. MCA shall insure that all it's records relating to MCCC's billings, claims accounts receivable, etc., are kept up to date and are made available to MCCC whenever requested by them. This includes any reports which are deemed necessary by MCCC. Reports can be generated on a monthly, quarterly or other timely manner upon request by MCCC. Generally 24 hours is necessary for receipt of said reports. (This obligation of MCA shall not be effected by any real or perceived contract dispute or other disagreement between the parties.) MCCC shall cooperate fully with MCA in providing, in a timely manner, all information needed by MCA to carry out its duties under this Agreement.
- (9) **INVOICES AND SUPPLIES**. All printed material necessary to effect billing (i.e., invoices, statements, envelopes, signature stamp, notice of privacy practices etc will be paid by MCA.

- (10) **HIPAA COMPLIANCE**. MCA shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996 known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), to protect the Privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the billing services provided hereunder. In conformity therewith, MCA agrees that it will:
- a. Not use or further disclose PHI except as permitted under this Agreement or required by law.
 - b. Use appropriate safeguards to prevent use or disclose of PHI except as permitted by this Agreement;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to MCA of a use or disclose of PHI by MCA in violation of this Agreement
 - d. Report to MCCC any use or disclosure of PHI provided for by this Agreement of which MCA becomes aware;
 - e. Ensure that any agents or subcontractors to whom MCA provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to MCA with respect to such PHI;
 - f. Make PHI available to MCCC and to the individual who has a right of access as required under HIPAA;
 - g. Incorporate any amendments to PHI when notified to do so by MCCC.
 - h. Provide an accounting of all uses or disclosures of PHI made by MCA as required under the HIPAA privacy rule;
 - i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining MCA’s and MCCC; compliance with HIPAA; and
 - j. At the termination of this Agreement, return or destroy all PHI received from, or created or received by MCA on behalf of MCCC

MCA agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

- a. MCA agrees to implement administrative, physical and technical safeguard that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of MCCC.

- b. **MCA** will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of **MCCC** agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security and integrity of e-PHI.
- c. **MCA** agrees to alert **MCCC** of any security incident (as defined by the HIPAA Security Rule) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to **MCCC** of any loss of data or other information system compromise as a result of the incident.

The specific uses and disclosures of PHI that may be made by **MCA** on behalf of **MCCC** include:

- a. The preparation of invoices to patients, carriers, insurers and other responsible for payment or reimbursement of the services provided by **MCCC**;
- b. Preparation of reminder notices or documents pertaining to collections of overdue accounts;
- c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by **MCCC** to its patients or to appeal denials of payment for same.
- d. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by **MCCC**, in its sole discretion, if **MCCC** determines that **MCA** has violated a term or provision this agreement pertaining to **MCCC'S** obligations under the HIPAA privacy rule, or if **MCA** engages in conduct which would, if committed by **MCCC**, result in a violation of the HIPAA privacy rule by **MCCC**.

(11) **SOFTWARE**. By agreement with and licensing requirements of Tritech Emergency Medical Systems, Inc. (formerly Ortivus NA. The software is the property of **MCA** and cannot be transferred to **MCCC**. The data is the property of **MCCC** and would be provided to them upon termination of this agreement.

(12) **INDEMNIFICATION AND HOLD HARMLESS AGREEMENTS**. **MCA** will indemnify and hold harmless **MCCC** for all fines and/or penalties that may be assessed for errors or erroneous information contained in claims submitted to third-party payors when and if such errors are the fault of **MCA**. **MCCC** will indemnify and hold harmless **MCA** for all fines and/or penalties that may be assessed for errors or erroneous information contained in claims submitted to third-party payors when such information was incorrectly or erroneously supplied by **MCCC** to **MCA** by way of a Patient Information Report or otherwise.

- (13) **REFUND OF AMOUNTS RECEIVED ERRONEOUSLY.** MCCC further agrees to refund to third-party payors any payments received by MCA on behalf of MCCC as a result of the submission of any erroneous claims and to indemnify and hold harmless MCA for such amounts. This includes all overpayments which will be reported to MCCC by MCA.

MAYOR

WITNESS _____

CARTER PROFESSIONAL SERVICES, INC., t/a MEDICAL CLAIM-AID

CATHY L. CARTER, President



Regular Council Agenda
June 20, 2017

Description

Order authorizing execution of a Billing Agreement with Carter Professional Services, Inc. for billing and claims service related to EMS transports, fire and rescue incidents, and fire department inspection and permit fees, for a term of five (5) years effective July 1, 2017 and renewable for three (3) additional years upon mutual consent, and a service fee of 7.25%

Approval, Acceptance / Recommendation

This Order was tabled on May 16, 2017 to allow for further negotiation. The revised agreement has a term of five (5) rather than eight (8) years, renewable upon mutual consent for a term of three (3) rather than five (5) years. The service fee of 7.25% remains the same.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland
- Maryland -
RESOLUTION

RESOLUTION No. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, GRANTING THE CUMBERLAND OUTDOOR CLUB A PROPERTY TAX CREDIT FOR THE TAX YEAR 2017-2018, PURSUANT TO SECTION 9-302 OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

WHEREAS, the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and

WHEREAS, Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a real and corporate property tax credit against certain property owners; and

WHEREAS, the Cumberland Outdoor Club is such a property owner designated in Section 9-302(f) of the Tax-Property Article of the Annotated Code of Maryland; and

WHEREAS, the Cumberland Outdoor Club has, pursuant to Section 9-301(e)(1), applied for the real and corporate property tax credit; and

WHEREAS, the Mayor and City Council of Cumberland desires to grant to the Cumberland Outdoor Club a real and corporate property tax credit against the municipal corporation property tax imposed on the Cumberland Outdoor Club for the tax year 2017-2018.

NOW, THEREFORE, BE IT RESOLVED THAT, the Cumberland Outdoor Club be and is hereby granted a real and corporate property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2017-2018.

*Given under our Hands and Seals this 20th day of June, 2017, 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

CUMBERLAND OUTDOOR CLUB

June 12 2017

City of Cumberland
PO Box 1702-57 North Liberty Street
Cumberland, Maryland 21501-1702

Re: Tax Credit – Account Numbers: 0409098, 04013182, 04032845 and D00078238

Mayor and City Council:

Please consider this a formal request to exercise authority granted by Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland to grant Tax Credit for the above referenced accounts of the Cumberland Outdoor Club, Incorporated for FY2018.

Thank you for your attention to this matter.

Sincerely,

William T. Snyder
House Chairman
Cumberland Outdoor Club, INC



Regular Council Agenda
June 20, 2017

Description

Resolution granting the Cumberland Outdoor Club a property tax credit for the tax year 2017-2018

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: June 20, 2017

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

THAT, the City Comptroller be and is hereby authorized to accept a donation of One Thousand Dollars (\$1,000) from the Allegany County Health Department to be used by the Cumberland Police Department for the establishment of a healthy eating program

Mayor Brian K. Grim



Regular Council Agenda
June 20, 2017

Description

Order accepting the donation of \$1,000 from Allegany County Health Department to be used by the Cumberland Police Department for the establishment of a healthy eating program

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: June 20, 2017

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

THAT, the property located at 10 North Liberty Street, owned by Hampstead Cumberland Arms (Tax Acct. #14-003177), be and is hereby granted a one-time Historic District Property Tax Credit commencing with the 2016-2017 tax year as follows:

1. Property tax credit in the amount of \$ 417,330.40 (10% of total eligible project costs of \$ 4,173,340.00). The credit will be applied to real estate property taxes and is valid for a total of five years. Any credits remaining after that time will expire.
2. Property tax assessment freeze for seven (7) years due to an investment equaling 111% of the pre-improvement value of the property (\$ 3,734,633.00)

Mayor Brian K. Grim

Historic District Tax Incentive Program

By Kathy McKenney

10 North Liberty Street

Owner: Hampstead Cumberland Arms

Contact: Patrick Harper

Tax Account #: 14-003177

A Historic District Tax Incentive Application has been received from the owners of the property located at 10 North Liberty Street. Based on research, calculations (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$417,330.40 (10% of total eligible project costs of \$4,173,304.00). The credit will be applied to real estate property taxes and is valid for a total of five years. Any credits remaining after that time will expire.
- ❖ Property tax assessment for 7 years due to an investment equaling 111% of the pre-improvement value of the property (\$3,734,633.00).



Regular Council Agenda
June 20, 2017

Description

Order approving an Historic District Tax Incentive Application for property at 10 N. Liberty Street, owned by Hampstead Cumberland Arms, to provide a property tax credit in the amount of \$417,330.40 for a total of five years and a 7-year property tax assessment freeze equaling 111% of the pre-improvement value of \$3,734,633, effective with the 2016-2017 tax year

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: June 20, 2017

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

THAT, subject to Cumberland Neighborhood Housing Service, Inc.'s payment of the real property taxes due to Allegany County, Maryland, if any, the City Administrator be and is hereby authorized to accept the Deeds for the properties located on Baltimore Avenue, Waverly Terrace, and North Mechanic Street listed below and owned by Cumberland Neighborhood Housing Services, for the amount of Zero Dollars (\$0.00);

Map	Parcel	Tax ID #	Liber / Folio	Description
105	0020	22-007254	640/471	400-402 Waverly Terrace
105	0194	22-012940	2050/077	345 Baltimore Avenue
105	0193	22-007513	2050/077	343 Baltimore Avenue
105	0020	22-007262	647/088	406 N. Waverly Terrace
105	0026	22-009931	576/155	314 Waverly Terrace
105	0196E	22-016776	1991/112	351 Baltimore Avenue
105	7096E	22-007149	1991/112	E/S Baltimore Avenue
105	0019	22-007246	647/088	410 Waverly Terrace
105	0022	22-005626	659/524	324 N. Waverly Terrace
105	0023	22-008927	659/524	320-322 N. Waverly Terrace
105	0021	22-003496	629/550	RR 324 N. Waverly Terrace
105	195	22-003011	710/659	347 Baltimore Avenue
105	0057F	23-011719	2052/418	474-476 Baltimore Avenue
105	0031F	23-011433	1768/134	470 Baltimore Avenue
105	0063F	23-005999	721/804	458-460 Baltimore Avenue
105	0030F	23-014130	2054/494	472 Baltimore Avenue
105	0061F	23-012774	721/815	464 Baltimore Avenue
105	0056F	23-014114	1938/426	478-480 Baltimore Avenue
105	0064F	23-011999	2118/278	454-456 Baltimore Avenue
105	0062F	23-004178	721/804	462 Baltimore Avenue
105	0197	22-007157	1991/112	E/S Baltimore Avenue
105	7098	22-016784	1991/112	.08A E/S Baltimore Avenue

105	0198	22-007173	1991/112	E/S Baltimore Avenue
105	0199	22-007130	1991/112	RR 351 Baltimore Avenue
105	0200	22-007181	1991/112	427 Baltimore Avenue
104	7101	05-007712	1107/118	400 N Mechanic Street
104	2225	05-007240	1492/548	332-334 N Mechanic Street
105	0201	22-012533	2174/109	443 Baltimore Avenue

BE IT FURTHER ORDERED, that acceptance of the Deeds for 332-334 N. Mechanic Street shall be contingent upon the title to that property being good and marketable, as certified by the City Solicitor; and

BE IT FURTHER ORDERED, that all city taxes and utilities due on the above listed properties be and are hereby abated.

Mayor Brian K. Grim



Regular Council Agenda
June 20, 2017

Description

Order authorizing the acceptance of deeds for 28 parcels of real estate located on Baltimore Avenue, N. Waverly Terrace, and N. Mechanic Street from Cumberland Neighborhood Housing Services, Inc. for the sum of Zero Dollars (\$0.00); that acceptance of the Deed for 332-334 N Mechanic St. be contingent upon the title being good and marketable; and abating all taxes and utilities on all properties listed

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: June 20, 2017

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

THAT the bid of Casey Smith, LLC, dba Service Pro, 16706 Fireclay Mountain Road, NW, Mount Savage, Maryland, 21545, for the 2017 Grass Mowing Contract – Non-Residential City-Owned Properties (No. 09-17-M), be and is hereby accepted in the estimated unit price of Thirty-five Thousand, Nine Hundred Dollars and No Cents (\$35,900.00); and

BE IT FURTHER ORDERED, that this contract will be effective July 1, 2017 through June 30, 2017, with the option of a 1-year extension under the same contract pricing; and

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

Brian K. Grim, Mayor

Company	Total Bid
Casey Smith, LLC; dba Service Pro	\$35,900.00
Snyder General Services	\$36,500.00

Funding:
\$6,500.00 002.230.20100
\$2,400.00 001.048.20100
\$1,100.00 001.032.20100
\$25,900.00 001.078.20100

Project Information

Project Title: 2017 Grass Mowing Contract - Non Residential Properties

Project Description: Mowing of Non Residential City Owned Properties

City Project: 09-17-M

Bid Opening

Date and Time: June 7, 2017@ 2:30 PM

Location: Council Chambers, City Hall, Cumberland, MD 21502

			Casey Smith LLC DBA Service Pro 16706 Fireclay Mountain RD NW Mount Savage, MD 21545		Robert A Snyder (Snyder General Services) 15105 Mt Savage RD Mt Savage, MD 21545	
LOCATION	UNITS	Est. # of cuttings per contract	UNIT PRICE PER CUTTING	TOTAL COST FOR LOCATION	UNIT PRICE PER CUTTING	TOTAL COST FOR LOCATION
McMullen Bridge/ Giaritta Park	EACH	20	\$ 260.00	\$ 5,200.00	\$ 240.00	\$ 4,800.00
High Bedford Street	EACH	20	\$ 115.00	\$ 2,300.00	\$ 135.00	\$ 2,700.00
Chamber of Commerce & City Hall	EACH	20	\$ 55.00	\$ 1,100.00	\$ 55.00	\$ 1,100.00
Lamont Street	EACH	20	\$ 125.00	\$ 2,500.00	\$ 110.00	\$ 2,200.00
Queen City Drive	EACH	20	\$ 175.00	\$ 3,500.00	\$ 170.00	\$ 3,400.00
Ridgedale Reservoir and Pump Station	EACH	20	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00
Oldtown RD @ White Oaks Plaza	EACH	20	\$ 40.00	\$ 800.00	\$ 45.00	\$ 900.00
Public Safety Building	EACH	20	\$ 120.00	\$ 2,400.00	\$ 100.00	\$ 2,000.00
Memorial Hospital Campus	EACH	20	\$ 250.00	\$ 5,000.00	\$ 250.00	\$ 5,000.00
Memorial Hospital Parking Areas	EACH	20	\$ 25.00	\$ 500.00	\$ 35.00	\$ 700.00
Fort Hill Reservoir	EACH	20	\$ 75.00	\$ 1,500.00	\$ 80.00	\$ 1,600.00
East Side School	EACH	20	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00
411 Frederick Street (Firehouse)	EACH	20	\$ 45.00	\$ 900.00	\$ 50.00	\$ 1,000.00
Viaduct Area (between Mechanic and Centre Sts)	EACH	20	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00
Seneca Water Tank and Pump Station	EACH	20	\$ 50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00
600 Fayette Street	EACH	20	\$ 10.00	\$ 200.00	\$ 30.00	\$ 600.00
TOTAL BID				\$ 35,900.00		\$ 36,500.00



Regular Council Agenda
June 20, 2017

Description

Order accepting the bid of Casey Smith LLC, d/b/a Service Pro, for the 2017 Grass Mowing Contract for Non-Residential City-Owned Properties (9-17-M), in the estimated unit price of \$35,900

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award the 2017 Grass Mowing Contract for Non-Residential City-Owned Properties (09-17-M) to the low responsive bidder, Casey Smith, LLC, d/b/a Service Pro, in the estimated unit price of \$35,900. This contract will be effective for one year, starting July 1, 2017 and ending June 30, 2017, with the option of a one (1) year extension under the same contract pricing.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$35,900.00

Source of Funding (if applicable)

\$6,500.00 002.230.20100

\$2,400.00 001.048.20100

\$1,100.00 001.032.20100

\$25,900.00 001.078.20100

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

ORDER NO. _____

DATE: June 20, 2017

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

THAT the bid of Prestige Lawncare & Landscaping, Inc. for the 2017 Grass Mowing Contract – Residential City-Owned Properties (No. 10-17-M), be and is hereby accepted in the estimated unit price of Forty-eight Thousand, One Hundred Sixty Dollars and No Cents (\$48,160.00); and

BE IT FURTHER ORDERED, that this contract will be effective July 1, 2017 through June 30, 2018, with the option of a 1-year extension under the same contract pricing; and

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

Brian K. Grim, Mayor

Company	Total Bid
Prestige Lawncare & Landscaping, Inc.	\$48,160.00
Casey Smith dba Service Pro	\$57,960.00

Funding: 001.078.20100

Project Information

Project Title: 2017 Grass Mowing Contract - Residential Properties
 Project Description: Mowing of Residential City Owned Properties
 City Project: 10-17-M

Bid Opening

Date and Time: June 7, 2017 @ 2:30 PM
 Location: Council Chambers, City Hall, Cumberland, MD 21502

			Casey Smith LLC DBA Service Pro 16706 Fireclay Mountain RD NW Mount Savage, MD 21545		Prestige Lawncare & Lanscaping INC 12914 6th Ave Box N1 Cumberland, MD 21502	
LOCATION	UNITS	Est. # of cuttings per contract	UNIT PRICE PER CUTTING	TOTAL COST FOR LOCATION	UNIT PRICE PER CUTTING	TOTAL COST FOR LOCATION
Mt Vernon Baltimore Ave Steps	EACH	20	\$ 46.00	\$ 920.00	\$ 35.00	\$ 700.00
Pine Ave at Central Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 20.00	\$ 400.00
Grand Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 22.00	\$ 440.00
Evergreen Terrace & 730 Bedford Street	EACH	20	\$ 46.00	\$ 920.00	\$ 42.00	\$ 840.00
Braddock RD @ Greene Street	EACH	20	\$ 46.00	\$ 920.00	\$ 33.00	\$ 660.00
Liberty Gardens @ Central Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 35.00	\$ 700.00
Buckingham Dr and Windsor RD	EACH	20	\$ 46.00	\$ 920.00	\$ 15.00	\$ 300.00
Baltimore Ave & Goethe Street	EACH	20	\$ 46.00	\$ 920.00	\$ 190.00	\$ 3,800.00
Williams RD @ Old Williams RD	EACH	20	\$ 46.00	\$ 920.00	\$ 20.00	\$ 400.00
Seton Drive @ Bishop Walsh RD	EACH	20	\$ 46.00	\$ 920.00	\$ 15.00	\$ 300.00
Kentucky Ave @ New Hampshire Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 33.00	\$ 660.00
Brooke Ave next to 600 Washington Street	EACH	20	\$ 46.00	\$ 920.00	\$ 35.00	\$ 700.00
Arch St @ 1st Street	EACH	20	\$ 46.00	\$ 920.00	\$ 22.00	\$ 440.00
111 & 113-115- Independence Street	EACH	20	\$ 46.00	\$ 920.00	\$ 50.00	\$ 1,000.00
27 Ridgeway Terrace	EACH	20	\$ 46.00	\$ 920.00	\$ 43.00	\$ 860.00
319-321 Columbia Street	EACH	20	\$ 46.00	\$ 920.00	\$ 48.00	\$ 960.00
910 Maryland Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 38.00	\$ 760.00
Columbia Street Addresses	EACH	20	\$ 46.00	\$ 920.00	\$ 80.00	\$ 1,600.00
231 Henderson Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 38.00	\$ 760.00
604-606 Hill Street	EACH	20	\$ 46.00	\$ 920.00	\$ 45.00	\$ 900.00
332-334 Davidson Street	EACH	20	\$ 46.00	\$ 920.00	\$ 33.00	\$ 660.00
130 Columbia Street	EACH	20	\$ 46.00	\$ 920.00	\$ 28.00	\$ 560.00
659-661 Greene ST to Billboards	EACH	20	\$ 46.00	\$ 920.00	\$ 65.00	\$ 1,300.00
547 Eastern Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 39.00	\$ 780.00
Chestnut St @ Independence St	EACH	20	\$ 46.00	\$ 920.00	\$ 25.00	\$ 500.00
451 Pine Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 45.00	\$ 900.00
305-307 Industrial Blvd	EACH	20	\$ 46.00	\$ 920.00	\$ 30.00	\$ 600.00
423 Acension Street	EACH	20	\$ 46.00	\$ 920.00	\$ 30.00	\$ 600.00
728 Baker Street	EACH	20	\$ 46.00	\$ 920.00	\$ 38.00	\$ 760.00

2 Altamont Terrace	EACH	20	\$ 46.00	\$ 920.00	\$ 38.00	\$ 760.00
532 N. Centre Street	EACH	20	\$ 46.00	\$ 920.00	\$ 33.00	\$ 660.00
218 Park Street	EACH	20	\$ 46.00	\$ 920.00	\$ 25.00	\$ 500.00
602-604 Maryland Avenue	EACH	20	\$ 46.00	\$ 920.00	\$ 40.00	\$ 800.00
313 Broadway Street	EACH	20	\$ 46.00	\$ 920.00	\$ 30.00	\$ 600.00
105-107 W. Industrial Blvd	EACH	20	\$ 46.00	\$ 920.00	\$ 18.00	\$ 360.00
500 Kingsley Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 23.00	\$ 460.00
321-323 and 325 Pennsylvania Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 25.00	\$ 500.00
331 Fort Hill Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 33.00	\$ 660.00
408 N. Broadway St	EACH	20	\$ 46.00	\$ 920.00	\$ 23.00	\$ 460.00
301-303, 305 and 307-309 Arch Street	EACH	20	\$ 46.00	\$ 920.00	\$ 163.00	\$ 3,260.00
MD Ave Williams Street	EACH	20	\$ 46.00	\$ 920.00	\$ 173.00	\$ 3,460.00
VA Ave	EACH	20	\$ 46.00	\$ 920.00	\$ 58.00	\$ 1,160.00
Part 1 Bid \$			\$ 38,640.00		\$ 37,480.00	

Casey Smith LLC DBA Service Pro 16706 Fireclay Mountain RD NW Mount Savage, MD 21545					
LOT SIZE	UNITS	A Est # of Properties	B UNIT PRICE PER CUTTING	C Est # of Cuttings	TOTAL COST (AxBxC)
1-7,500 SF	EACH	20	\$ 46.00	20	\$ 18,400.00
7,501 - 15,000 SF	EACH	1	\$ 46.00	20	\$ 920.00
PART 2 BID\$				\$ 19,320.00	

Casey Smith LLC DBA ServicePro
Total BID **\$ 57,960.00**

Prestige Lawncare & Landscaping INC 12914 6th Ave Box N1 Cumberland, MD 21502					
LOT SIZE	UNITS	A Est # of Properties	B UNIT PRICE PER CUTTING	C Est # of Cuttings	TOTAL COST (AxBxC)
1-7,500 SF	EACH	20	\$ 25.00	20	\$ 10,000.00
7,501 - 15,000 SF	EACH	1	\$ 34.00	20	\$ 680.00
PART 2 BID\$				\$ 10,680.00	

Prestige Lawncare & Landscaping INC
Total Bid **\$ 48,160.00**



Regular Council Agenda
June 20, 2017

Description

Order accepting the proposal of Prestige Lawn care & Landscaping, Inc. for City Project "2017 Grass Mowing - City-Owned Residential Properties" (10-17-M) in the estimated unit price of \$48,160

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award the 2017 Grass Mowing Contract for Residential City-Owned Properties (10-17-M) to the lowest responsive bidder Prestige Lawn care & Landscaping, Inc. in the estimated unit price of \$48,160.00. This contract will be for one (1) year starting July 1, 2017 through June 30, 2018 with the option of a 1-year extension under the same contract pricing.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$48,160

Source of Funding (if applicable)

001.078.20100

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

ORDER NO. _____

DATE: June 20, 2017

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 Howder, Inc. ("Seller") for the property and improvements thereon located at 612-614 Maryland Avenue, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Deed Liber 654, folio 396, Tax Account No. 04-009398, for the purchase price of Fifteen Thousand Dollars (\$ 15,000.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met and, upon completion of settlement and recordation of the deed, settlement contingencies shall be deemed to have been met; and

BE IT FURTHER ORDERED, that, should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreements for said purpose, provided the date of the closing is not extended more than sixty (60) days from the originally scheduled closing date; 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 **Howder, Inc.** ("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.

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":

612-614 Maryland Avenue, Cumberland, MD 21502, Allegany
County Land Records Deed Liber 654, folio 396, Tax Account
No. 04-009398.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Fifteen Thousand Dollars (\$15,000.00).

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

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

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

- A. Seller shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such 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 their 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 its execution of this Contract but free of Seller's personal property and all junk, trash and debris.

9. **Adjustments.** As to the Property, 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. Notwithstanding the foregoing, any real estate taxes due to the City of Cumberland shall be waived and any due to Allegany County, Maryland shall either be paid by Buyer or Buyer shall procure a waiver thereof.

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 conveying the Property from Buyer to Seller shall be executed at Buyer's expense by Seller. 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.** 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 of the deed for the Property or the termination of this Contract.

12. **Seller's Deliverables.**

12.1. **Upon Contract Execution.** Upon the execution of the Contract, Seller shall deliver copies of its Articles of Incorporation, Bylaws, any amendments to those documents, and any resolutions it may have passed pertaining to the execution of this Contract and the conduct of the transactions contemplated by its terms.

11.2. At Settlement. In addition to the other documents referenced herein, Seller shall deliver the following documents to Buyer at settlement:

- A. A Certificate of Good Standing showing that Seller is in good standing in the State of Maryland as of the date of settlement; and
- B. An incumbency certificate and a resolution of Seller's Board of Directors authorizing Seller's representative to execute the deed for the Property and such other and further documents are required for or incidental to settlement.

13. Settlement. Settlement shall occur no sooner than July 1, 2017 and no later than August 31, 2017. It shall occur at the Law Office of Michael Scott Cohen, LLC, 213 Washington Street, Cumberland, MD 21502.

14. 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
- Property Disclaimer Statement

15. 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.

16. 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 properties. 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

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

18. 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.

19. **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.

20. **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.

21. **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 reasonable attorneys' fees incurred as a result of the default.

22. **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

23. **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.

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 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.**

25. **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.

26. **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 Contract. Once said facsimile and/or other electronically transmitted counterparts are executed, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

27. **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

HOWDER, INC.

Bobby J. Curry

By: *Linda S. Deremer*

Linda Deremer, President

5/18/2017

Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 612-614 Maryland Ave., Cumberland, MD 21502

Legal Description: Deed Liber 654, folio 396 – Allegany County Land Records

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: uninhabitable

Owner:  Date: 5/18/2017
Howler, Inc., by Linda Deremer, 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 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)

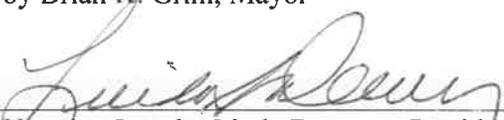
(f)N.A. Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

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

Date: _____

Seller: 
Howder, Inc., by Linda Deremer, President

Date: 5/18/17

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



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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.

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 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 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 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 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 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

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

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.

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 **1-800-877-3339**.

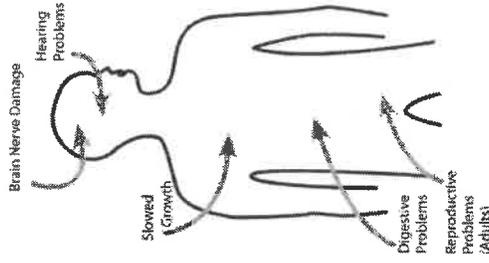
Health Effects of Lead

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 ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ 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 ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills
- 400 $\mu\text{g}/\text{ft}^2$ 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.

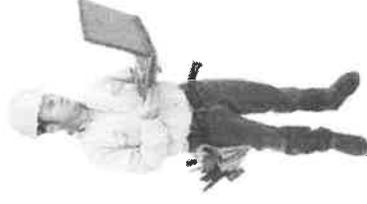
- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- 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.



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.



NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM # _____ dated May 18, 2017 to the Contract of Sale between Buyer Mayor and City Council of Cumberland and Seller Howder, Inc. for Property known as 612-614 Maryland Avenue, Cumberland, MD 21502

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 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 a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
 - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

- (B) A written disclaimer statement providing that:
 - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
 - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

Buyer _____ / _____

Seller / _____



At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 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 on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

_____ Buyer's Signature Mayor and City Council of Cumberland	_____ Date	 _____ Seller's Signature Howder, Inc.	<u>5/18/2017</u> _____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Agent's Signature	_____ Date	<u>10/17</u> _____ Agent's Signature	_____ Date

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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

612-614 Maryland Avenue

Property Address: Cumberland, MD 21502

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or _____ / _____ is not registered in the Maryland Program (Seller to initial applicable line).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) _____ / _____ has; or _____ / _____ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (Seller to initial applicable line) _____ / _____ will; OR _____ / _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (BUYER)

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.

Seller: Howder, Inc. Date: 5/18/17

Buyer: Mayor and City Council of Cumberland Date

Seller Date

Buyer Date

Seller's Agent: N/A Date

Buyer's Agent Date



CAUTION

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 05/31/2014)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/06)



CAUTION



Regular Council Agenda
June 20, 2017

Description

Order authorizing the execution of a Contract of Sale for the purchase of 612-614 Maryland Avenue from Howder, Inc. for the amount of \$15,000, authorizing acceptance of the deed of transfer, authorizing extension of the closing date if necessary, and authorizing the City Solicitor and City Administrator to execute documentation for the sale and 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: June 20, 2017

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

THAT, the proposal from Erie Insurance to provide insurance services for the City fleet, and building/liability insurance for two (2) parking garages be and is hereby extended for one (1) year, effective July 1, 2017 – June 30, 2018, as follows:

Parking garage / building and liability coverage	\$ 5,007.00
Fleet Auto coverage	94,062.00
Total	\$ 99,069.00

Mayor Brian K. Grim



1214 National Hwy.

LaVale, MD 21502

Phone: 301-729-2297 Fax: 301-729-3048

LivengoodinLaVale.com

June 15, 2017

To: Margie Woodring, City clerk

From: Eric Livengood

Re: FY 18 Insurance Renewals

Dear Margie,

Below is the renewal premium information for FY18 compared to FY17:

	<u>FY17</u>	<u>FY18</u>
Parking Garages	\$4,709	\$5,007
Fleet	\$91,346	\$94,062
Totals:	\$96,124	\$99,069

The limit of coverage for the Parking Garages has increased by \$51,500 over the previous term.

Please call or email if you have any questions or concerns.

As always, it is a pleasure to work with you!

Thank you very much!


Eric Livengood



Regular Council Agenda
June 20, 2017

Description

Order extending the proposal from Erie Insurance to provide coverage for the City's fleet and parking garages in the amount of \$99,069

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: June 21, 2016

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

THAT, the proposal from CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD 21502 to provide insurance services be and is hereby accepted for the fiscal year effective July 1, 2016 – June 30, 2017, as follows:

Public Officials Liability.....	\$ 17,603.00
Law Enforcement Liability	41,170.00
Employee Dishonesty Bond	861.00
TOTAL	\$ 59,634.00

Mayor Brian K. Grim

PREMIUM SUMMARY

Type of Coverage	2016-2017 Premium	2017-2018 Premium
Public Officials	\$ 18,894	\$ 17,603
Law Enforcement Liability	\$ 42,414	\$ 41,170
Employee Dishonesty Bond	\$ 868	\$ 861
TOTAL PROPOSAL PREMIUM	\$ 62,176	\$59,634

2017-2018 Marketing

Public Officials

ACE American - **\$17,603 (\$15K retention Public Officials - \$25K Employment Practices Liability)**– Admitted (Incumbent) \$2Mill Occ. /\$2Mill Agg. Limit – (expiring EPL Retention - \$25K)

Western World - **\$18,542 (\$15K retention Public Officials - \$25K Employment Practices Liability)** – Non -Admitted - \$2Mill Occ./\$2Mill Agg. Limit

XL Catlin - Declined- Due to Loss History and Current Pricing - Non –Admitted- Indication \$20K

Hudson - Declined- Not able to compete with current program- Non –Admitted- Indication \$40K

Scottsdale/National Casualty- Declined- Not able to compete with current program- Non -Admitted

Police Professional Liability

QBE Specialty - **\$43,683** (\$25K retention) – Non -Admitted (Incumbent) \$2Mill Occ./\$2Mill Agg. Limit – physician’s assistant or nurse practitioner included as an additional insured.

Indian Harbor - **\$41,170** (\$25K retention) – Non -Admitted - \$2Mill Occ./\$2Mill Agg. Limit – physician’s assistant or nurse practitioner included as an additional insured.

Hudson - Declined- Due to high loss ratio

AIG/Lexington – Declined – Due to high loss ratio

Accepted _____ Date _____



Regular Council Agenda
June 20, 2017

Description

Order accepting the proposal of CBIZ Insurance to provide FY18 insurance for the Public Officials Policy - \$17,603, Law Enforcement Liability - \$41,170, and Employee Dishonesty Bond - \$861, for a total of \$59,634

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
June 20, 2017

Description

Letter from the National Kidney Foundation requesting permission to hold the 2017 Western MD Kidney Ride on Saturday, September 16, 2017 from 9:a.m. to 4:00 p.m., beginning at 13 Canal Street and utilizing the Great Allegheny Passage

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)