MAYOR	COUNCIL
Brian K. Grim	Seth D. Bernard
	David Caporale
CITY ADMINISTRATOR	Richard J. "Rock" Cioni
Jeff Rhodes	Eugene T. Frazier
CITY SOLICITOR	**CITY CLERK**
Michael Scott Cohen	Marjorie A. Woodring

MINUTES

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

DATE 5/2/2017

***Pledge of Allegiance**

I. ROLL CALL

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

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

II. DIRECTOR'S REPORT

(A) Administrative Services

1. Acceptance of the Annual Report of the Cumberland Planning Commission for the period of January 1 - December 31, 2016

Mr. Rhodes reviewed the report, noting that there were no recommended changes to the current plan.

III. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the Closed Session Minutes of February 7 and 21, 2017

Item Action: Approved

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

2. Statement of the Closed Session Meeting held May 2, 2017

Mayor Grim announced that a Closed Session had been held on Tuesday, May 2, 2017 at 5:50 p.m. and read into

the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c)(2) of the General Provisions Article of the Annotated Code of Maryland.

IV. NEW BUSINESS

(A) Ordinances

1. Ordinance *(1st reading)* - to establish the Citizen Advisory Commission on Salary and Benefits

Item Action: Approved

Mr. Rhodes advised that the City had recently advertised for letters of interest for this commission whose mission would be to gauge where the City currently stands in its provision of wages and benefits to its employees. Five seats were open on the commission and four letters of interest had been received as of this date.

FIRST READING: Motion to approve the first reading and table for two weeks was made by Caporale, seconded by Bernard, and passed on a vote of 5-0.

(B) Resolutions

1. Resolution endorsing Strategic Demolition and Smart Growth Impact Fund Financing from the MD Department of Housing and Community Development to Allegany County HRDC for the demolition and redevelopment of 232-234 Virginia Avenue

Item Action: Approved

Mr. Rhodes advised that the proposed demolition would allow for the conversation of this space into parking for the Human Relations Development Commission (HRDC).

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

RESOLUTION NO. R2017-02

(C) Orders (Consent Agenda)

Item Action: Approved

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

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

1. Order accepting the bids of UNIVAR, USALCO, SAL Chemical, Shannon Chemical Corporation, and Schmidt Supply for the FY18 Combined Chemical Bid (05-17-UTIL), rejecting all other bids, and authorizing the Mayor to execute chemical purchase contracts with each company

Item Action: Approved

ORDER NO. 26,124

2. Order authorizing the Chief of Police to enter into a Memorandum of Agreement with the Federal Bureau of Investigation to accept a $4,000 contribution to offset operational costs in the upgrading of the Countywide Incident Reporting System

Item Action: Approved

ORDER NO. 26,125

3. Order abating City real estate taxes due for the property at 325 Pennsylvania Avenue (Tax Acct. No. 04-018478)

Item Action: Approved

ORDER NO. 26,126

4. Order authorizing the execution of a Technical Assistance Grant Agreement with the MD Department of Housing and Community Development to provide up to $25,000 to hire a consultant to coordinate a comprehensive program to address blighted properties and vacant lots in the city

Item Action: Approved

ORDER NO. 26,127

5. Order authorizing a Contract of Sale with Joyce M. Kaylor, Personal Representative of the Estate of William Donald Kaylor, for the purchase of 261-265 Williams Street for $35,000; authorizing acceptance of the deed providing settlement contingencies are met; authorizing extension of the closing date for 60 days if necessary; and authorizing the City Administrator and City Solicitor to execute all documentation

Item Action: Approved

ORDER NO. 26,128

6. Order declaring 10 used copiers as surplus equipment and authorizing them for sale

Item Action: Approved

ORDER NO. 26,129

7. Order authorizing the execution of a Lease Agreement with Ristorante Ottaviani, LLC for use of the public right of way in front of and adjacent to the building at 25 N. Centre Street for outdoor cafe dining purposes

Item Action: Approved

ORDER NO. 26,130

(D) Letters, Petitions

1. Two letters from local residents: 1) Ms. Mary Jane O'Rourke of Ridgewood Avenue commending the 911 Dispatch & City Fire Department First Responders, and 2) Mr. William Hoyle of 943 Dingle Park Drive commending the City Street Department and workers

The letters were acknowledged and entered into the public record.

V. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Councilman Cioni discussed the recent collaboration between the City, WCBC, and the Dapper Dan Club to take advantage of a grant from the Pirate Charities to support improvements at the Al Abrams Field. He acknowledged the efforts of Marty White with WCBC, and Kathy McKenney and Diane Johnson of the City of Cumberland, who worked to put the proposal together. WCBC would be heading the effort to raise donations for the matching grant funds needed.

Councilman Cioni discussed the efforts of the new president at Frostburg State University, Dr. Ronald Nowaczyk, to encourage and support a beautification project that is targeted for the area under the freeway at the Canal Place Historic Preservation area. FSU students would be involved in the design and FSU would also be taking care of the grant writing to obtain funding for the project.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:50 p.m.

Minutes approved on July 11, 2017

Brian K. Grim, Mayor

ATTEST: Marjorie A. Woodring, City Clerk

ANNUAL REPORT OF THE CUMBERLAND PLANNING COMMISSION

CY2016: January 1 – December 31, 2016

Adopted by the Cumberland Planning Commission on April 24, 2017

I. Introduction

The Land Use Article of the Maryland Annotated Code (formerly known as Article 66b) requires that every local Planning Commission prepare an Annual Report to assess development activity and public facility changes over the past year and assess their consistency with adopted plans for the local government, adjoining local governments, and state agencies that provide funding assistance for the City's public facility improvements. The reporting requirements were expanded in 2009 by the MD General Assembly to include requirements for local governments to establish a specific percentage goal to increase the percentage of new development located within the local government's Priority Funding Area and to report on a series of "performance measures" to demonstrate the community's progress in concentrating growth and development. An additional legislative change adopted in 2014 requires that a report on the implementation status of adopted Comprehensive Plan initiatives be included in an annual report not more than five years after adoption or update, which would be the 2018 Annual Report for the 2013 Comprehensive Plan. These new requirements are all codified in the Land Use Article. The new Law exempts municipalities from the additional (2009) reporting requirements where all of the land in the municipality is located within a Priority Funding Area and where the municipality issues fewer than 50 building permits for "new residential units" in the reporting year. According to a 2010 determination by the Maryland Department of Planning, eligibility for this reporting exemption is based on the actual number of permits issued regardless of the number of dwelling units that were permitted by each permit.

In Cumberland, all of the City's area is located within a Priority Funding Area. Consequently, the City is not required to establish a specific percentage goal to increase the percentage of new development located within the City's Priority Funding Area, in accordance with The Land Use Article. In regard to the second reporting exemption criterion, the City issued 4 building permits for new residential units in 2016. Therefore, the City is exempt from the additional reporting requirements added to the Land Use Article of the Maryland Annotated Code in 2009.

Once prepared by the Planning Commission, the report and its recommendations must be filed with and presented to the local Legislative Body, which may direct actions necessary "to insure the coordination of a viable planning and development process." Maryland Law also requires that the Annual Report be made available for public inspection, and that a copy must be mailed to the Secretary of the Department of Planning. This report shall fulfill the aforementioned Annual Report requirements for the City of Cumberland.

II. Development Activity

A. Construction & Occupancy Permits

To evaluate construction activity during 2016, staff reviewed all building, demolition, and occupancy permits issued over the calendar year. Permits issued for minor alterations, outbuildings (such as storage sheds or garages in support of an existing primary use structure), building additions (that did not result in new residential units or independent business spaces), and repairs were ignored in the analysis. Only building and occupancy permits that resulted in the construction or occupancy of new residential units or nonresidential units were included in the inventory. These permits represent development activity that added new capacity to the City, rather than building renovations and minor additions or changes in use from one commercial use to another.

When evaluating permit data, it is important to understand that a considerable time lag can occur between the issuance of a building permit to begin construction and an occupancy permit to occupy a completed building. This time lag can range from six months for a typical single family home when work begins at the start of the seasonal construction period to several years for a major project that is built in phases or is delayed by unanticipated site conditions, financing interruptions, or difficulties securing building supplies and/or unfavorable weather interruptions. Consequently, only a small number of the occupancy permits issued in any given fiscal year may be for buildings that received a building permit in the same fiscal year.

A tally of the 2016 permits that fall within these criteria shows that the City issued 4 building permits for new residential construction. This is an abrupt increase of 4 building permits from the 2015 count, and is generally reflective of the varying low totals from the earlier years, where no permits were issued in 2015, 10 were issued in 2014, and 5 permits were issued in 2013. The lack of any new residential building permits in 2015 can be attributed in large part to the contribution in recent years from large scale residential projects that had been approved prior to and during the recent economic recession. For example, 8 of the 10 new residential building permits issued in 2014 were for homes built in the Cornerstone Hill project off James Day Drive, which has now achieved build-out. Only 2 of the new residential building permits issued in 2014 were for individual infill lots. All four residential permits issued in 2016 were for new single family dwellings on individual existing lots of record. Consequently, the construction of new single family dwelling units on individual lots represents only a small number of the overall residential building permits issued for new dwelling units in any of the prior several years. Now that the backlog of individual dwelling units approved in the larger residential development projects (Cornerstone Hill, Klots Mill, Penn Avenue, etc.) have been completed, the city's residential building permit activity is and will remain limited to individual single family homes until new larger residential development projects are proposed and approved. Consequently, the total reported value of the new residential unit building permits issued in 2016 was approximately $801,000 (assuming the reported pre-construction value figures were accurate).

No building permits for multiple family dwellings were issued during 2016, 2015, 2014, 2013, or 2012. The lack of multifamily dwelling projects in recent years reflects a general saturation of the rental

market resulting from a number of tax credit-subsidized projects that were permitted during the height of the recent Recession (2007-2010). These subsidies were offered to stimulate apartment construction as a way to provide alternative affordable housing options for the growing number of homeowners displaced by foreclosure (due to sub-prime mortgage practices) during the Recession. However, the Recession-driven spike in foreclosures did not affect the Cumberland housing market to the same degree as other areas of the state because mortgage costs did not increase as rapidly as in other areas (relative to declining home values) and fewer homeowners in the local housing stock hold mortgages on their properties. Consequently, the sudden increase in apartment construction in a housing market with lower overall population growth and fewer homeowner displacements contributed to greater saturation of the rental market. All of those previously permitted multi-family buildings had been constructed by the end of 2016.

These overall low permit figures continue to reflect the reduced level of development activity initially caused by the 2007 Economic Recession. Although the city appeared to experience a brief three-year recovery in residential building permit activity between 2009 and 2011, single family residential development activity has fluctuated at low levels over the past three years. As already noted, this reversal can be attributed in large part to the continued absence of multi-family development projects that helped buoy residential construction activity between 2009 and 2011. The relatively high number of occupancy permits issued for new residential units in 2012 and prior years reflected the gradual build-out and occupancy of units in three large multi-family projects (the Cumberland Meadows apartment complex on Old Willowbrook Road, Cumberland Townhomes II on Pennsylvania Avenue, and the Cornerstone Hill project on James Day Drive) that were issued building permits during that earlier period.

The City's permit records also show that a total of 20 residential demolition permits (removing a total of 25 residential dwelling units from the housing stock) were issued in 2016. These figures represent a continued high level of demolition activity over the past four years (18 residential demolition permits removing 20 dwelling units in 2015, 12 residential demolition permits removing 14 dwelling units in 2014, 15 permits removing 15 residential units in 2013, and 19 permits removing 22 former residential units in 2012). When the number of residential units demolished in 2016 (25) are subtracted from the number of new residential units permitted for construction during the year (4), the City realized a net loss of 21 residential units. As long as the number of demolitions continues to exceed the number of new residential dwelling units constructed during each year, the overall pattern of housing stock decline is likely to persist. Many of the residential building demolitions for 2016 resulted from the Maryland Avenue redevelopment project, which is being undertaken to convert a blighted residential neighborhood adjacent to I-68 into a new commercial development for the City.

The City also issued a total of 6 residential occupancy permits that resulted in an additional net removal of 4 residential dwelling units from the City's housing stock. When the number of residential units gained or lost due to conversions of existing residential and commercial buildings is considered (-4 residential units), **the City's overall housing stock experienced a decrease of 25 residential units in 2016.** This net decrease represents a slight increase from the loss of 23 residential units in 2015. Again,

this decline can be expected to continue and grow until the city experiences some significant growth in residential subdivision and building permit activity.

Only three new building permits were issued in 2016 for new non-residential construction (as opposed to two each year in 2015, 2014 and 2013). Two of the 2016 permits were issued for new commercial uses, although one of them was a shell building with the anticipation of sale and occupancy in 2017. The second new non-residential construction permit was for the new Allegany High School, which will be built on the site of the former Sacred Heart Hospital building, which has since been demolished. The third permit was for a new Roy Rogers restaurant, which will replace the former structure on the same property and a former commercial building which was demolished to make additional room for the expanded replacement restaurant and additional parking. The total value for new commercial construction in 2016 was $51,683,000, the lion's share of which (over $50,000,000) is for the new high school.

The maps and tables provided at the end of this report show the property locations of the permits that were issued in 2016. All development activity occurred within the City's Priority Funding Area and in areas of the City that are currently served by adequate water and sewer.

B. Site Plans

No new major site plans were submitted or approved in 2016. A total of 3 major site plans were approved by the Planning Commission in 2015. These include two new hotels—a Sleep Inn hotel at the Loves' Travel Plaza on Ali Ghan Road, and a new Hampton Inn at 100 Welton Drive. The third major site plan was for the new Alleghany High School on Seton Drive, which will be built on the site of the former Sacred Heart Hospital complex. This was a marked increase in non-residential site plan approval activity over the preceding three calendar years. The only other major site plan approved in 2014 was a condominium plat for the Cumberland Arms Building at 64 Baltimore Street. That plat did not result in any new construction and did not create any new building lots on the property. The plat only divided the existing building into two condominium units. One new minor site plan was issued for the aforementioned replacement of the Roy Roger's Restaurant on Queen City Boulevard. No minor site plans approved in 2015, or 2014. Only one minor and one major site plan was approved in 2013.

C. Subdivision Plats

No new major subdivisions (creating five or more new lots) were filed or approved in 2016, 2015, 2014, 2013, or 2012. The City approved one new minor lot line adjustment in 2016 that created no new lots. One minor subdivision was approved in 2015 creating one new nonresidential lot at the Riverside Industrial Park on Kelly Road. No new minor subdivisions were filed or approved in 2014, 2013, or 2012.

III. Regulatory Amendments & Annexations

The Planning Commission reports that three regulatory actions were completed during 2016. The first was an amendment to the 2013 Comprehensive Plan that was initiated in 2015, but not adopted by the

Mayor and City Council until January 2016. The other two actions were Zoning Text Amendments—one of which was initiated in 2015, but not adopted by the Mayor and City Council until June 2016. Two regulatory actions were completed in 2015. No Zoning Map Amendments or Subdivision Regulation Amendments, were adopted during 2016. A more detailed review of these changes is provided below.

A. Comprehensive Plan Amendments

One new comprehensive plan amendment was adopted in 2016. The Planning Commission initiated an Economic Development Chapter Amendment to the 2013 Comprehensive Plan in 2015 that was eventually adopted by the Mayor and Council in June 2016. The nature of the amendment was to summarize economic development policy changes resulting from the 2014 Strategic Economic Development Plan and to recognize that document as a stand-alone supplement to the 2013 Comprehensive Plan. The original 2013 Comprehensive Plan update was completed on December 17, 2013 with the adoption of the City-Wide Element, which was the second and final volume of the plan. The City-Wide Element addressed the local issues and needs raised in the Neighborhood Element (which was adopted in 2012), contained the city's long-range planning and development policies, and also addressed the legal planning requirements of the Land Use Article of the Annotated Code of Maryland.

B. Zoning Text Amendments

Two minor Zoning Text Amendments were adopted by the Mayor and Council in 2016. The first text amendment (ZTA 15-01 – Boardinghouses) was initiated in 2015 but not adopted by the Mayor and City Council until January 2016. This amendment reduced the number of rooms that may be created in a boardinghouse and changed the zoning districts within which they may be permitted. The second text amendment (ZTA 16-01 – Lighting Standards), adopted by the Mayor and City Council in December 2016, increased the amount of glare that may be created on prohibited residential uses by permitted commercial developments within the city's commercial zoning districts. The Comprehensive Rezoning package for the 2013 Comprehensive Plan was adopted by the Mayor and City Council in 2015. The comprehensive rezoning package included a Comprehensive Zoning Text Amendment (ZTA 14-01), a Comprehensive Zoning Map Amendment (ZMA 14-01) and a Comprehensive Subdivision Regulations Text Amendment (SRA 14-01). No zoning text amendments were adopted in 2014, but one was adopted in 2013.

C. Zoning Map Amendments

The City adopted no Zoning Map Amendments in 2016. The last Zoning Map Amendment was adopted in 2015 as part of the 2014 Comprehenisve Rezoning. The City adopted no new Zoning Map Amendments in 2014, 2013 or 2012.

D. Subdivision Regulations Amendments

The City adopted no new Subdivision Regulations Amendments in 2016. One Subdivision Regulations Amendment (SRA 14-01) was adopted in 2015 as part of the 2014 Comprehensive Rezoning package. The City made no changes to the Subdivision Regulations in 2014, 2013, 2012 or 2011.

E. Annexations

No annexations were petitioned or adopted by the City in 2016. The last annexations – part of the Loves Travel Plaza complex on Ali Ghan Road - were adopted by the City were in 2014. One additional annexation was approved in 2013 at the corner of Messick Road and Industrial Boulevard. No annexations were approved in 2012.

IV. Infrastructure Improvements/Extensions

A. Street Improvements

The City constructed no new public streets during 2016. All street improvements during the year involved surface restoration, reconstruction, and paving of existing streets. These paving projects are now governed by the City's Pavement Management System, which was completed in 2006. The Pavement Management System identified roughly $67,000,000 in street improvement needs, and the Mayor and Council approved two bonds (the first in 2009 and the second in 2015) to provide financing for the programmed street improvements.

The City completed work in 2016 on a major street resurfacing/widening project (initiated in 2013) for significant portions of Baltimore Avenue (between the CSX railroad and Marion Street). The project also includes small sections of Front Street, Henderson Avenue, and Marion Street.

Comprehensive patching work was continued in 2016 with financial assistance from MDOT on all or portions of 28 city streets, including Allegany, Avirett, Beall, Bedford, Bishop Walsh Drive, Blackiston, Brooke, Centre, Chase, Edison, Eichner, First, Fort Avenue, Greene, Hicks, Lowell, Mechanic, Nemacolin, Parkview, Patterson, Prospect (Square), Rayne, Richwood, Rose Hill Avenue, South, Swick, Valley, and Washington. This patching work is intended to temporarily stabilize the travel surface until such time as funding can be committed to a more extensive street rehabilitation and resurfacing projects. The city is in the process of preparing an ARC grant application for funding to rehabilitate Mechanic Street from I-68 to Bedford Street, including ADA crossing improvements.

The city also hired an engineering/planning consultant for a CSX railroad bridge replacement (on Washington Street). The report was completed in early 2016 and recommended that CSX replace both the Washington and Fayette Street railroad bridges, which have been determined to be structurally deficient. A major rehabilitation of the Cumberland Street railroad bridge was also recommended. The City is awaiting action by CSX on the full engineering report recommendations. Until such time, weight restrictions on the three bridges will remain in place and be closely monitored. The City is also working to solicit an engineering/planning study, which is being funded by the Cumberland Area MPO, for a federal grant to undertake major redevelopment of the Greene Street corridor, which will encompass a full rehabilitation of the street, sidewalk (including ADA crossings), and streetscape improvements.

Also in 2016, the Engineering Department initiated design and cost estimate work for repairs to the McMullen Bridge. Staff is currently working to prepare the specifications for the needed repairs so that a preliminary cost estimate can be developed.

Finally, the city continued working with SHA officials to redesign the Virginia Avenue/Industrial Boulevard intersection to alleviate traffic congestion and a lengthy traffic signal cycle length. The city concurred with SHA's preliminary design for the project in 2014, and SHA completed final engineering and design work in 2015. SHA issued a Notice to Proceed for the project on November 1, 2016 and construction work is anticipated to begin in 2017.

B. Water Extensions/Improvements

No new water line extensions were undertaken in 2016. One major water line extension was undertaken in the City in 2015. A new 10-inch water main extension to the Loves' Travel Plaza was constructed along Ali Ghan Road. This project was financed by the project developer with ownership of the line granted to the City. The city completed a major water line replacement project along Chase Street in 2014 to repair several leaks. The City also completed replacement of 36-inch inlet and outlet valves at Fort Hill Reservoir in 2014.

The City also undertook several (routine maintenance) water line replacements in 2016 to upgrade aging lines – most significantly in the downtown core along Baltimore and Mechanic Streets. None of these replacement projects added any new capacity to the system, but are part of the City's ongoing efforts to target lines that may be in danger of failing.

C. Sewer Extensions/Improvements

No major sewer line extensions were undertaken by the City during 2016. A project to remove sludge and clean the anaerobic digester for the wastewater treatment plant was considered in 2016, but a re-evaluation of the need and benefit of the project was deemed necessary. A request for an MDE permit has been submitted. The City continued its work to expand stormwater storage capacity as part of the Combined Sewer Overflow project (which involves the planned addition of a storage and handling facility at the City's Wastewater Treatment Plant). The city's work on the ENR treatment system upgrade was completed in 2011 and the city began conducting routine sampling and flow monitoring in 2012.

D. Other Public Facility Improvements

The lion's share of the City's other public facility improvements undertaken during 2016 were related to public recreation. Several deteriorating road surfaces in Constitution Park were patched and paved. These projects also included the design of bikeway improvements for Mechanic and Centre Streets and a bike lane along Frederick Street, both of which will be funded through the new MD Bikeways program. An additional funding extension to permit construction of these projects in early 2017 has been submitted to MDOT. The proposed bike lane on Frederick Street generated considerable neighborhood controversy, and the Mayor and Council decided in early 2015 to scale back the project to shared-lane

facilities on both streets. Work on a partial bike lane as part of the Canal Street improvement project was completed in 2016.

IV. Consistency Assessment

A. Consistency between Infrastructure Improvements & Development Activity

All of the development activity that was permitted and undertaken during 2016 occurred within the City's Priority Funding Area and in areas where adequate infrastructure capacity was determined to exist. All development activity also occurred within areas designated as Septic System Tier 1 (served by municipal sewer) on the City's adopted SB 236 Septic System Tier Map. This map appears as an appendix in the City's 2013 Comprehensive Plan.

Overall residential development activity during the year resulted in a net decrease of 25 units, which exceeded the net loss of 23 units in the previous year (2015). Only 4 building permits for new residential units were issued in 2016. The lack of any new major or minor subdivisions over the past few years suggests that the City can expect few residential building permits to be issued in outlying years. One new commercial building permit and no new residential building permits were issued in the central business district during 2016. However, it should be noted that the sole downtown commercial building permit issued in 2016 was for a replacement of the previously existing Roy Rogers Restaurant.

B. Consistency with Adopted Plans

All development activity permitted in 2016 occurred in areas of the City where such activity was permitted by current zoning. These developments were approved as consistent with the 2013 Comprehensive Plan (conceptual future land use map), and were located within the City's Priority Funding Area. As part of the adopted 2013 Comprehensive Plan, the City established a desired population growth rate of up to 15% over a twenty-year planning horizon. The potential population impacts from development activity approved and permitted within the City during 2013 would not exceed that rate of growth.

The City's major infrastructure improvement projects undertaken in 2016 are all specifically recommended by or otherwise consistent with the City's Comprehensive Plan and supporting documents. These improvements resulted in little or no additional infrastructure capacity, which is commensurate with the level of development activity that occurred within the City in recent years.

C. Consistency with Adjoining Government Plans

In 2014, Allegany County completed the process of adopting a major update of its 2002 comprehensive plan. The development activity permitted in the City during 2016 was not incompatible with the County's new plan. Also, none of the development activity that did occur in the City in 2016 was adjacent to the County boundaries.

D. Consistency with State Financing Agency Plans

All of the major infrastructure improvement projects undertaken during 2016 involved State and/or Federal funding support, primarily the MD Department of the Environment (for the City's sewer improvement projects). These projects were determined to be in compliance in order to receive funding. All infrastructure improvements undertaken and development permits approved by the City in 2014 were located within the City's Priority Funding Area.

E. Consistency with Recommendations from Previous Annual Report

The last Annual Report prepared by the City's Planning Commission covered calendar year 2015. Some of the infrastructure projects undertaken in 2016 were continuations of projects discussed in the 2015 Annual Report. All projects undertaken during the year and all findings from this report are generally consistent with the previous report.

V. Conclusions & Recommendations

Based on this assessment, the City experienced a continued decrease in development activity from the 2015 report. The recent decline in building permits for new residential dwelling units from 7 in 2014 to none in 2015 to 4 in 2016 is primarily due to the build-out of large residential development that had been approved in prior years. Judging from the lack of new residential subdivision activity, the City anticipates that this trend of low or no residential construction activity will continue in the immediate outlying years. Overall, the City's housing stock experienced a decline of 25 units in 2016, when net losses from residential conversions and demolitions are considered.

All development activity approved in Cumberland in 2016 was generally consistent with the City's 2013 Comprehensive Plan and supporting documents, the City's Zoning Ordinance and the applicable provisions of the County's plans. The major infrastructure projects undertaken by the City during the year were consistent with the City's plans, consistent with the demands created by the development permits that were issued, and consistent with the applicable requirements and plans of the applicable State financing agencies.

Consequently, staff has determined that no changes in the City's current policies or plans are needed in response to the activities permitted and undertaken by the City during 2017.

APPENDIX

2014 PERMIT DATA AND LOCATION MAPS

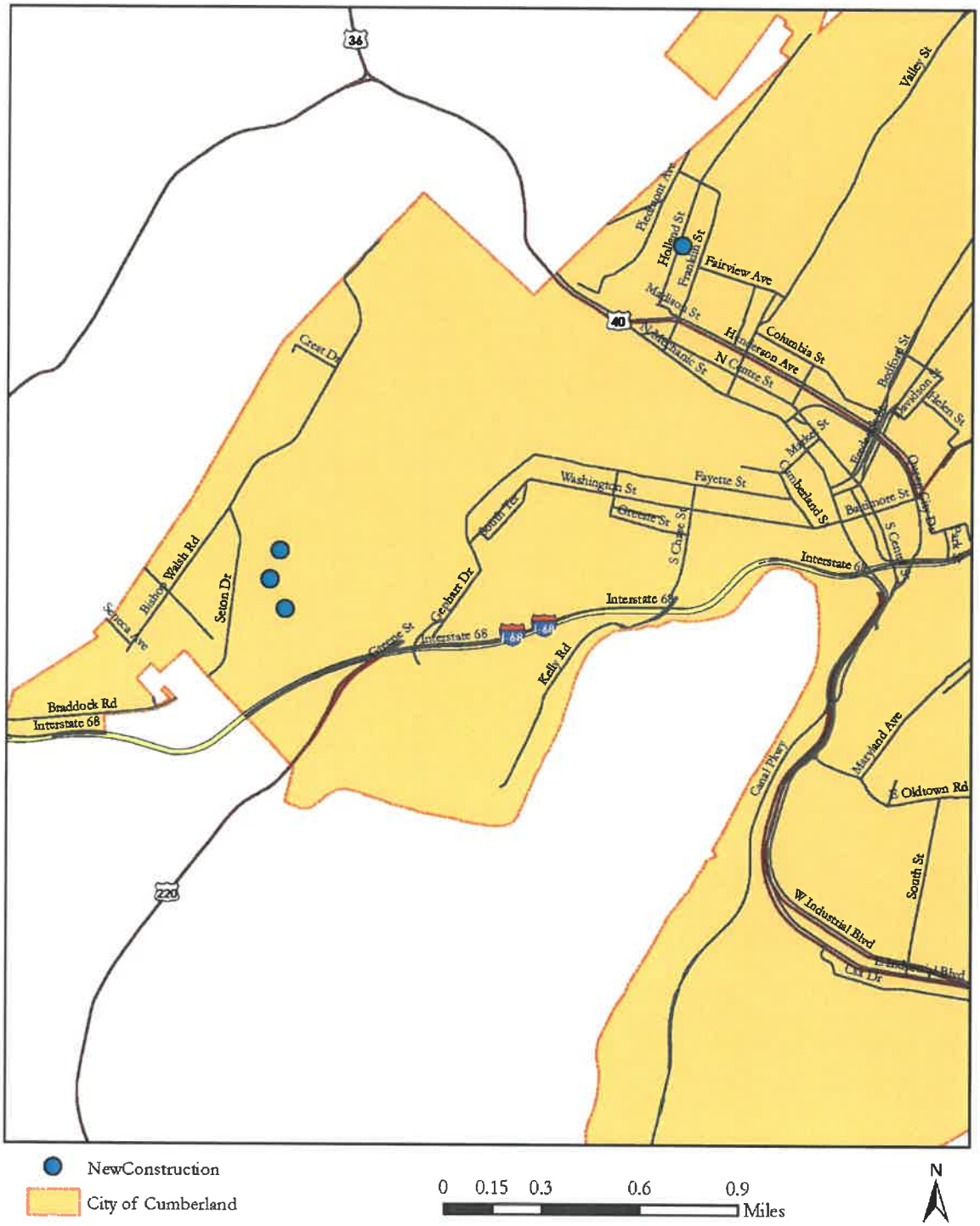
2016 New Residential Construction List

MB #	Issue Date	Job	Cost of Job	Applicant's Name	Contractor	Address	Map	Lot	Parcel
1396	3/24/2016	New Single Family Dwelling	$ 50,000.00	Habitat for Humanity	SEM Enterprises	505 Holland Street	103	1 & 2	1211
1400	6/2/2016	New Single Family Dwelling	$ 300,000.00	Hillegas Construction	Hillegas Construction	905 Mocassin Path			
1402	4/22/2016	New Single Family Dwelling	$ 171,000.00	Mark Kaiser	Mark Kaiser	912 Arrowhead Trail	107	4	2263
1404	6/3/2016	New Single Family Dwelling w/Attached Garage	$ 280,000.00	Gradcon, Inc.	Gradcon, Inc	806 Arrowhead Trail	107	21	2263
			Total Cost: $ 801,000.00						

2016 New Commercial Construction List

RB#	Issue Dt	Job	Cost of Job	Applicant's Name	Contractor	Street Name	Map	Lot	Parcel
1389	2/11/2016	Comm Shell Building	$ 500,000.00	Bruce Firlie	JLD Construction LC	2 Howard Street	109		7236A
1392	5/2/2016	Roy Rogers	$ 400,000.00	Jeffrey Mahler		624 Queen City Drive	109		7043
1393	5/24/2016	Allegany High School	$ 50,783,000.00	Leonard Fiore (BOE)		900 Seton Drive	107		7250
		Grand Total	$ 57,023,000.00						

New Construction 2016



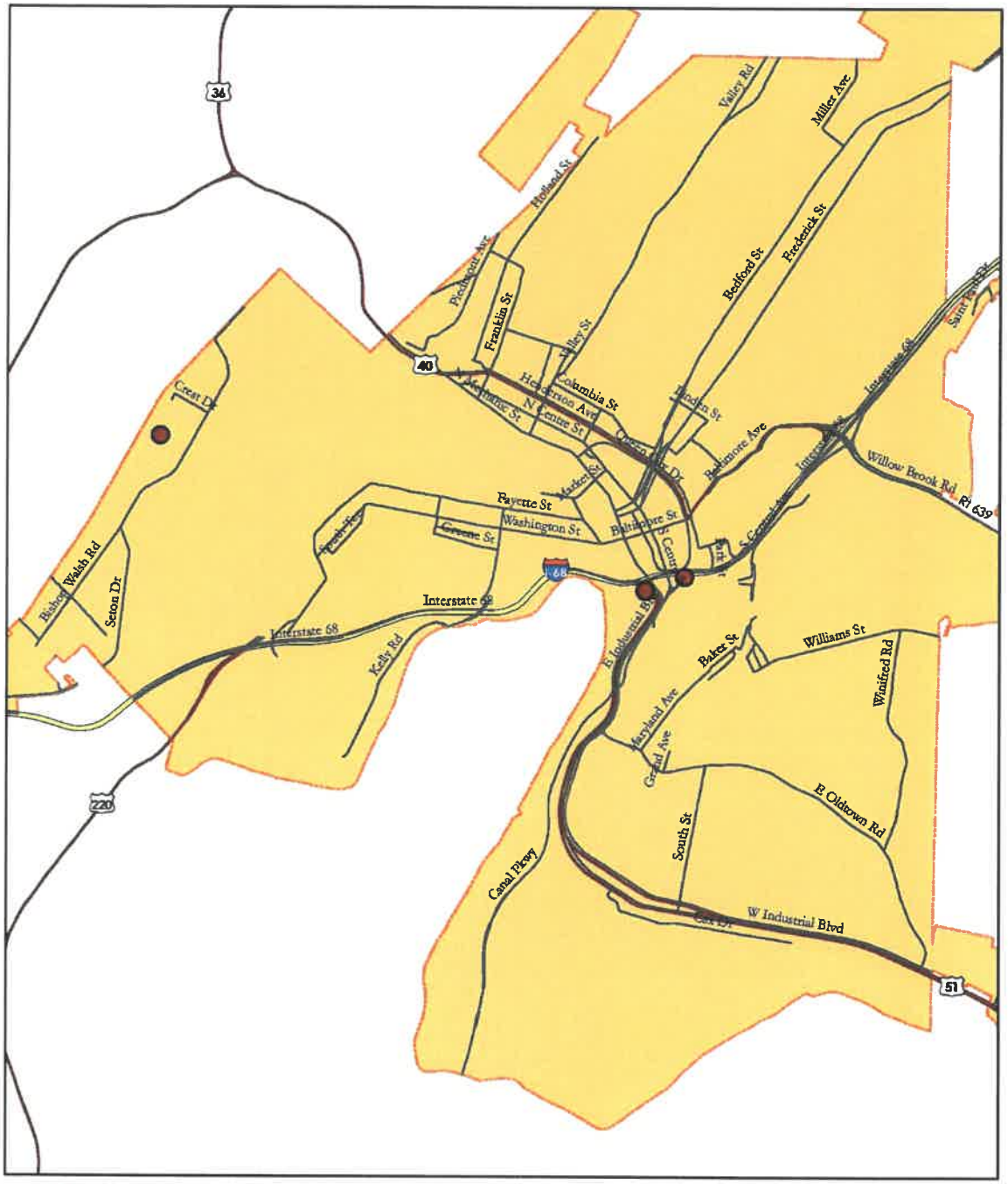
NewConstruction

City of Cumberland

0 0.15 0.3 0.6 0.9 Miles

N

Commercial Development 2016



New Commercial Development

City of Cumberland

0 0.2 0.4 0.8 1.2 Miles

N

2016 Demolition Permits

PERMIT	Issue Dt	Job	Res/Comm		St No.	St Name	Bond	Map	Lot	Parcel
473	1/6/2016	Kiddy's Contracting	R	1 Unit - Fire	1045	Bishop Walsh Road	N/A Fire Damaged	107	49 thru 50	2464
474	2/8/2016	EZ Out Demolition	C		206	Greene St	Included in Sheetz Bond	106	10 & 44	7050
475	3/10/2016	EZ Out Demolition	C		624	Queen City Drive	Insurance	109		7043
476	3/10/2016	EZ Out Demolition	C		326-328	S. George Street	Insurance	109	$ 2.00	7045
477	3/10/2016	City of Cumberland	R	2 Units	305-307	Fifth Street	N/A	111	4	1479
478	7/19/2016	Kenneth Wilmot	R	1 Unit	487	Fort Avenue	1500	105	417 thru 419	615
479	6/8/2016	City of Cumberland	R	1 Unit	249	Columbia Street	N/A	104		1912
480	6/8/2016	City of Cumberland	R	1 Unit	251	Columbia Street	N/A	104		1913
481	7/21/2016	EZ Out Demolition	C		214	Greene St	Included in Sheetz Bond	106	11 thru 12	7051
482	7/26/2016	Max Construction	C		620	Industrial Blvd	VOID			
483	7/26/2016	Max Construction	C		620	Industrial Blvd	McDonald's	111	117 thru 181	7013
484	9/9/2016	Kiddy Construction	R	1 Unit	406	Park Street	N/A	105		229
485	9/9/2016	Kiddy Construction	R	1 Unit	414	Park Street	N/A	105		233
486	9/9/2016	Kiddy Construction	R	3 Units	404	Park Street	N/A	105		228
487	11/22/2016	Lenny Kline	R	2 Units	211-213	Holland Street	$1,500.00	103		1203
488	11/30/2016	Cumb Econ Development	R	1 Unit	211	Emily Street	N/A	105		226
489	11/30/2016	Cumb Econ Development	C		214	Cecilia Street	N/A	105		237
490	11/30/2016	Cumb Econ Development	R	1 Unit	220	Cecilia Street	N/A	105		240
491	11/30/16	Cumb Econ Development	R	1 Unit	219	Cecelia Street	N/A	105		259
492	11/30/16	Cumb Econ Development	R	1 Unit	218	Cecelia Street	N/A	105		239
493	11/30/16	Cumb Econ Development	R	2 Units	219-221	Emily Street	N/A	105		223
494	11/30/16	Cumb Econ Development	R	1 Unit	213	Emily Street	N/A	105		225
495	11/30/16	Cumb Econ Development	C	1 Unit	416	Park Street	N/A	105		234
496	11/30/16	Cumb Econ Development	R	1 Unit	215	Cecelia Street	N/A	105		261
497	11/30/16	Cumb Econ Development	R	1 Unit	212	Cecelia Street	N/A	105		236
498	11/30/16	Cumb Econ Development	R	2 Units	210	Cecelia Street	N/A	105		235
499	11/30/16	Cumb Econ Development	R	1 Unit	412	Park Street	N/A	105		232
500	12/13/16	E-Z Out, Inc.	R	Garage	515	Sheridan Place	N/A Misc Permit No Fee	109	1 thru 8	7110A

Residential - 20
Commercial - 8

2016 Occupany Permits

Permit #	Application Dt	Issue Dt	Permit Fee	Applicant's Name	Contractor	Conversion	Address	Map	Lot	Parcel
1881	02/10/16	02/17/16	$ 15.00	Dighton Peugh	Dighton Peugh	Conversion 2 to 1 Unit (SFD)	711 Maryland Ave	109	36	7113A
1891	03/21/16	05/27/16	$ 30.00	Nissa Aman	Executive Billing	Conversion Res to Comm Office	410 Virginia Ave	111	36	1921
1897	04/11/16	04/14/16	$ 15.00	Hollis Schade		Converstion 2 Units to SFD	14 Euclid Place	104	7 thru 8	2122
1904	04/25/16		$ 15.00	Ethan Brown	Residential	Conversion 2 Units to SFD	417-419 Washington St	106		1094
1932	09/22/16	10/29/16	$ 30.00	Kenny McKenzie	IAFF Local 1715	Conversion Rental to Comm	123 E Roberts St	113	699 thru 701	7370
1939	10/21/16		$ 15.00	Edward Mullaney	Edward Mullaney	Conversion Office to Residential	7 Washington St	106		7094

Converstion from Residence to Office - 2
Converstion from Multi Units to SFD - 3
Converstion from Office to Residential - 1

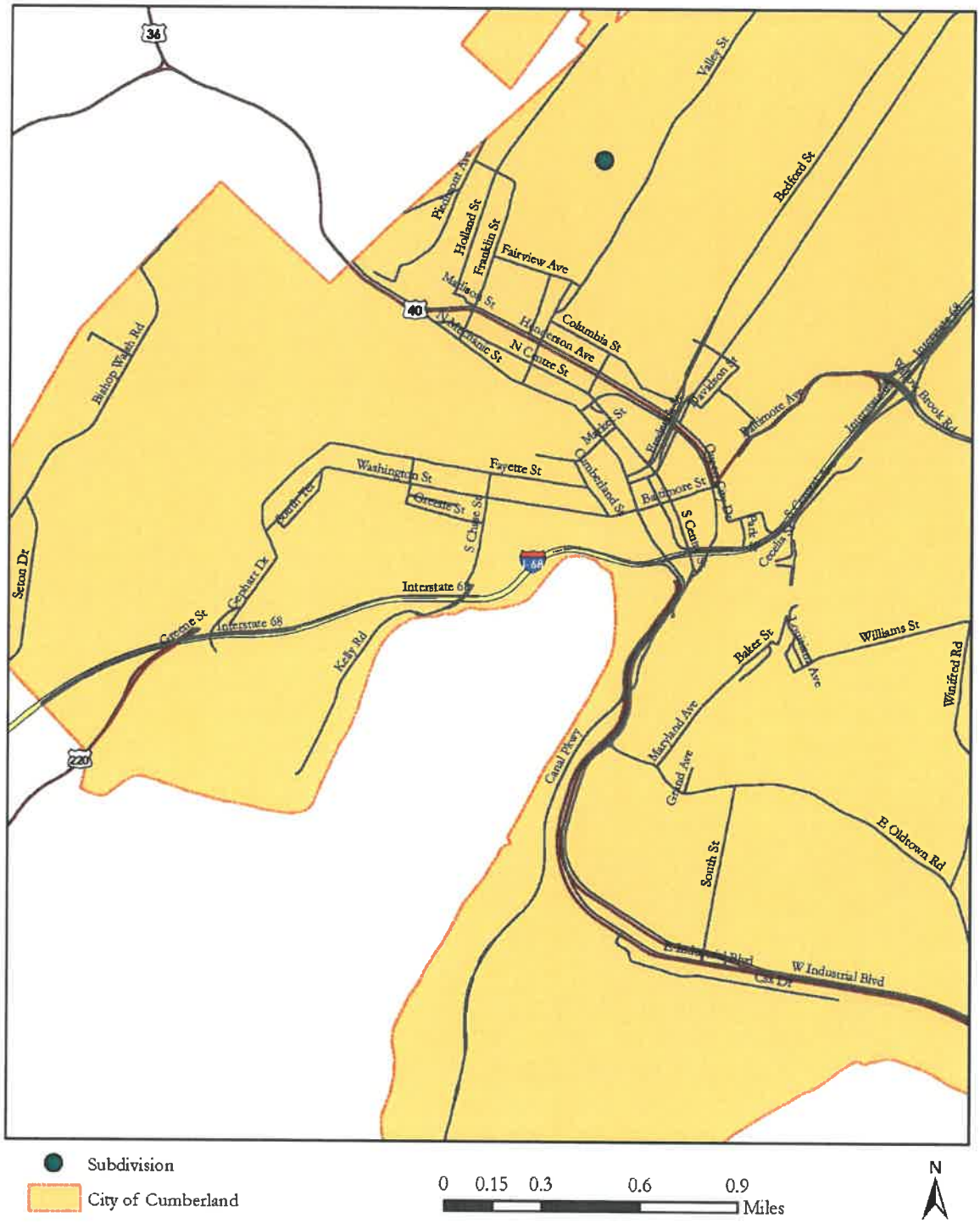
2016 FY - Subdivision Review

Permit #	Issue Date	Job	Cost of Job	Applicant's Name	Contractor	Address	Map	Lot	Parcel
SR 75	8/18/2016	The County Farm	0	Allegany Co Commissioners	Allegany Co Commissioners	701 Kelly Road	26	4, 6, & 7	276

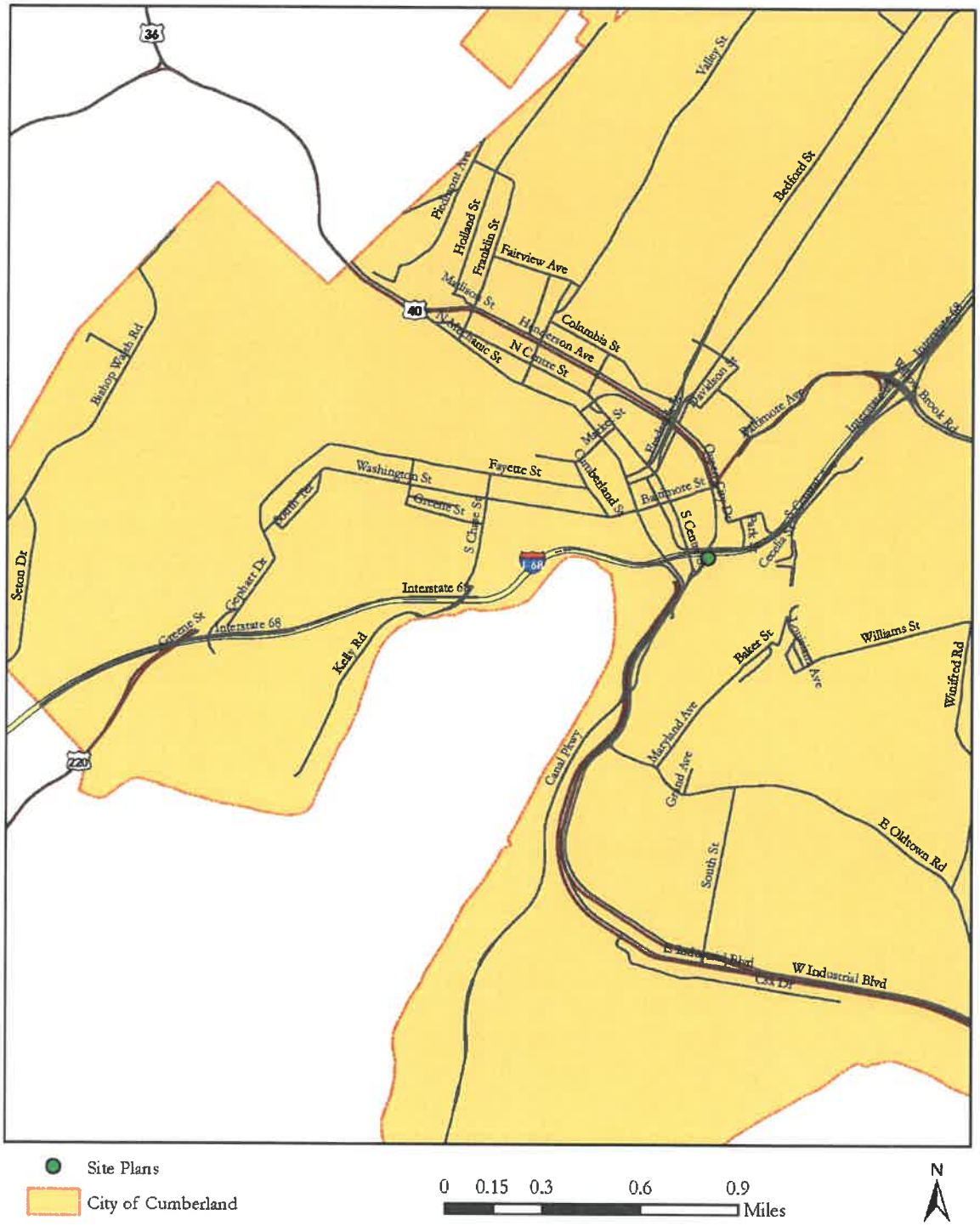
2016 FY - Site Plan Review

Permit #	Issue Date	Job	Cost of Job	Applicant's Name	Contractor	Address	Map	Lot	Parcel
SPR 81	5/2/2016	Roy Rogers Restaurant		Plamondon Leasing Assoc	Raymond Rase	624 Queen City Dr	109		7043

Subdivisions 2016



Site Plans 2016



Site Plans

City of Cumberland

0 0.15 0.3 0.6 0.9 Miles

N

Regular Council Agenda
May 2, 2017

Description

Acceptance of the Annual Report of the Cumberland Planning Commission for the period of January 1 - December 31, 2016

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, February 7, 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; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss appointments to a Citizen Advisory Commission on organizational wage and benefits and to meet with legal counsel to obtain advice regarding the proposed terms of an ordinance to create the commission was made by Councilman Bernard, seconded by Councilman Cioni and was passed on a vote of 5-0.

Annotated Code of Maryland, General Provisions Article 3-305 (b)

- Section 10-508 (a) (1): to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals

- Section 10-508 (a) (7): to consult with counsel to obtain legal advice on a legal matter

Minutes approved: _____

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, February 21, 2017
5:00 p.m.

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

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

MOTION: Motion to enter into closed session to discuss appointments to a Citizen Advisory Commission on organizational wages and benefits, to obtain legal advice regarding the proposed terms of an ordinance to create the Commission, and to receive legal advice regarding the terms of a mutual aid agreement for fire and EMS services with Allegany County, Maryland 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) (1) – to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- Section 3-305 (b) (7) – to consult with counsel to obtain legal advice on a legal matter

Minutes passed _____

Brian K. Grim, Mayor _____

Regular Council Agenda
May 2, 2017

Description
Approval of the Closed Session Minutes of February 7 and 21, 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 Summary

Tuesday, May 2, 2017 at 5:50 p.m.

Second Floor Conference Room, City Hall

On Tuesday, May 2, 2017, the Mayor and City Council met in closed session at 5:50 p.m. in the second floor conference room of City Hall to consult with counsel to obtain legal advice regarding protection of the City's water supply and to discuss negotiations with the IAFF #1715 bargaining unit.

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

On a motion made by Eugene Frazier and seconded by David Caporale, Council voted 5-0 to close the session. No actions were voted upon and the meeting was adjourned at 6:10 p.m.

Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Sections 3-305 (b) (7) and (9).

Brian K. Grim, Mayor

Entered into the public record on May 2, 2017

Regular Council Agenda
May 2, 2017

Description
Statement of the Closed Session Meeting held May 2, 2017

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 TO ESTABLISH THE CITIZENS ADVISORY COMMISSION ON SALARIES AND BENEFITS."

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1: Title.

This ordinance shall be known as the Citizen's Advisory Commission on Salaries and Benefits Ordinance.

SECTION 2: Establishment.

The Citizens Advisory Commission on Salaries and Benefits (hereinafter referred to as the "commission") is hereby established.

SECTION 3: Composition; terms of service; officers.

(a) *Members of commission.* The commission shall consist of five (5) members, all of whom shall be appointed by the mayor and city council from the public at large. The members of the commission must be residents of the city. The mayor and city council shall endeavor to appoint persons to the commission who have work experience and/or professional qualifications which relate to the purposes the commission is intended to serve.

(b) *Term of service.* The members of the commission shall serve at the will of the mayor and city council until such time as they resign or are removed.

(c) *Appointment of officers.*

(1) *Chairperson.* The members of the commission shall annually elect a chairperson from among their members. The chairperson shall preside over meetings. In the event the chairperson is absent from a particular meeting, the members in attendance may select an acting chairperson from those present to preside over that meeting.

(2) *Secretary.* The members of the commission shall appoint a secretary. The secretary need not be a member of the commission.

SECTION 4: By-laws; quorum.

(a) *By-laws.* The commission may but is not required to adopt by-laws for the efficient conduct of its affairs.

(b) *Quorum.* Three (3) members of the commission shall constitute a quorum. The commission may not conduct its business unless a quorum is present.

SECTION 5: Compensation; expense reimbursement.

Members of the commission shall not be compensated, but they shall be entitled to reimbursement for expenses as authorized by the mayor and city council.

SECTION 6: General purpose.

The general purpose of the commission shall be to study the salaries and benefits of the city's full-time employees and the mayor and city councilpersons in order to ascertain and report whether they are competitive in relation to the salaries and benefits of similarly situated government employees.

SECTION 7. Parameters applicable to study.

The following parameters shall apply with respect to the work to be performed by the commission.

(a) *Local government comparisons.* To the extent practicable, the commission shall focus on the manner in which similar local governments in Maryland compensate their employees. In that the city primarily draws its employees from geographically proximate markets, the commission may also focus on the manner in which local government employees are compensated in Allegany, Garrett and Washington Counties in Maryland, Bedford County in Pennsylvania and Mineral County in West Virginia. The local government entities to be considered shall include county and municipal governments and county sheriffs' offices.

(b) *Salary & benefits.* In comparing the salary and benefits of other local government employees to those of city employees, the commission may consider: (i) whether health insurance is provided and, if so, the percentage of the premiums employees are required to pay, the dollar amounts of the premiums which are paid by the employers, deductible amounts and the quality of the coverage provided; (ii) whether retirement benefits are provided and the dollar amount of employer contributions; (iii) holiday, vacation and sick leave; (iv) holiday, vacation and sick leave buy back provisions; (v) the dollar amounts of any clothing, equipment or eyeglass purchase allowances and uniform cleaning allowances; (vi)

the amounts budgeted for compensation in addition to statutorily required amounts which are paid to employees who are off work on workers' compensation; and (vii) such other benefits as the commission deems relevant. To the extent possible, dollar values should be assigned to those benefits.

(c) *Cost of living*. The commission may consider the extent to which the cost of living in the markets it uses for comparison purposes differs from that of the city.

SECTION 8: Order of work, recommendations.

The commission shall conduct its work as to particular departments and groups of employees in the order directed by the mayor and city council. Upon completing the study as to a particular department or group of employees, the commission shall present the mayor and city council with written findings regarding the competitiveness of those employees' salaries and benefits. The commission's findings shall be strictly advisory in nature and the mayor and city council shall not be obligated to take any action pursuant thereto. The findings shall be available for public inspection.

SECTION 9: Outside influences, city staff assistance

(a) *Outside influences*. The commission shall perform its work free from the involvement of parties seeking to influence its outcome. It shall not be subject to lobbying for particular outcomes by the mayor and city council, city officials, management employees, collective bargaining units

or employees, the general public, or by any other parties. Consistent with the foregoing, commission members are discouraged from discussing their work with persons other than their fellow commission members except to the extent such communications are necessary for the purpose of gathering the information they need to perform their duties.

(b) *City staff assistance*. It is expected that the commission will require assistance gathering the data its members need to perform their duties. Upon request made to either the city administrator or city clerk, such assistance shall be provided. Further, to the extent the commissioners require assistance regarding how this ordinance should be interpreted or the manner in which it should be implemented, they may request assistance from either the city administrator, the city clerk or the city solicitor. However, in providing assistance, those officials may not direct the commission as to what its findings must be.

(c) *Closed session meetings*. In order to limit the opportunities for outside parties to influence the commission's findings, as permitted under section 3-305(b)(1) of the General Provisions Article of the Annotated Code of Maryland, it shall meet in closed session when discussing matters that pertain to the substance of its work but not as to purely administrative matters. The commission shall comply with sections 3-305(d)

and 3-306 of the General Provisions Article and its secretary shall oversee compliance issues.

SECTION 10: Termination date.

This ordinance shall not be included in the city code as it is a temporary measure which shall be of no further force and effect as of February 28, 2019, unless said date is extended by order of the mayor and city council.

SECTION 11: This Ordinance shall take effect from the date of its passage.

Passed this _____ day of _____, 2017.

_____
Brian K. Grim, Mayor

ATTEST:

_____
Marjorie A. Woodring, City Clerk

Regular Council Agenda
May 2, 2017

Description
Ordinance *(1st reading)* - to establish the Citizen Advisory Commission on Salary and Benefits

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND SUPPORTING MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, STRATEGIC DEMOLITION AND SMART GROWTH IMPACT FUND FINANCING TO ALLEGANY COUNTY HUMAN RESOURCES DEVELOPMENT COMMISSION, INC (HRDC)

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

WHEREAS, Allegany County Human Resources Development Commission, Inc. (HRDC) is submitting an application to the Maryland Strategic Demolition and Smart Growth Impact Fund for financing to demolish and redevelop 232-234 Virginia Avenue ; and

WHEREAS, this project is located in a State-approved locally designated revitalization area and conforms to the local zoning code; and

WHEREAS, the regulations of the Strategic Demolition and Smart Growth Impact Fund require that all projects receiving financing be approved and supported by the appropriate governing body of the locality in which the project is situated;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Cumberland, Maryland hereby endorses the financing to Allegany County Human Resources Development Commission, Inc. (HRDC); and

BE IT FURTHER RESOLVED, that copies of this Resolution be sent to Mr. Kevin Baynes, Director, Division of Neighborhood Revitalization at the Maryland Department of Housing and Community Development, 7800 Harkin Road, Lanham, MD 20706.

GIVEN UNDER OUR HANDS AND SEALS THIS 2ND DAY OF MAY, 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

Regular Council Agenda
May 2, 2017

Description

Resolution endorsing Strategic Demolition and Smart Growth Impact Fund Financing from the MD Department of Housing and Community Development to Allegany County HRDC for the demolition and redevelopment of 232-234 Virginia Avenue

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: __, 2017__**

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

THAT, the bids of UNIVAR, USALCO, SAL Chemical, Shannon Chemical Corporation, and Schmidt Supply for the Combined Chemical Bid FY18 (City project No. 05-17-UTIL) be and are hereby accepted in the following amounts:

		UNIVAR	*SAL*	*USALCO*	*Shannon*	*SH Schmidt*
	CHEMICAL					
1	Liquid Chlorine	$42.0000				
2	Granular Chlorine	$189.5000				
3	Potassium Permanganate				$617.0000	
4	Sulfur Dioxide	$78.0000				
5	Caustic Soda 25%		$11.1300			
6	Solar Salt (extra coarse)	$16.7000				
7	Liquid Sodium Bisulfite	$27.0000				
8	Hydrofluosilicic Acid		$1.9100			
9	Zinc Orthophosphate		$4.1700			
10	DelPac 20/20	$1.6400				
11	DelPac 2000			$1.2900		
12	Methanol 138,000 gal	$1.8500				
13	Ferric Chloride (37-42%)		$1.0550			
14	Sodium Hypochlorite 12.5%	$0.8940				
15	Sodium Hypochlorite 15% at 1.18					$1.6000
16	Pool Brite* Chlorine Stabilizer					$210.0000
17	Granular Chlorine/Calcium Hypochlorite					$160.0000
18	Sodium Bicarbonate					$28.5000
19	Calcium Chloride					$24.0000

and:

BE IT FURTHER ORDERED, that all other bids received be and are hereby rejected; and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute chemical purchase contracts with the accepted vendors; and

BE IT FURTHER ORDERED, that the contracts shall be awarded for one (1) year periods with the option to renew for two (2) consecutive one-year periods, upon mutual consent of the parties.

_____

Mayor Brian K. Grim

Estimated costs per department

WWTP 003.310.36000	$ 426,587.00
WFP 002.230.36000	$ 353,460.00
Recreation Dept. 001.077.36000	$ 15,109.00

INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL OF CUMBERLAND

FROM: RAQUEL KETTERMAN

SUBJECT: COMBINED CHEMICAL BID FY18 5-17-UTIL

DATE: 5/1/2017

CC: JEFF RHODES, BOB FRYER, RODNEY MARVIN & DIANE JOHNSON

Bids were received on March 29, 2017 for the Combined Chemical Bid FY18. This year Allegany County Utility Division & Town of Carpendale, WV participated in the bid. Bids were received from eleven chemical vendors. Please see the attached spreadsheets for a calculated tally of vendor prices.

The recommended vendor(s) are as follows (see attached spreadsheet – Bid Prices City WFP WWTP):

- **Cumberland WWTP – UNIVAR, USALCO & SAL Chemical**
    - Chemical Vendors recommended based on low bid, chemical performance* & previous contract performance**

- **Cumberland WFP – UNIVAR, USALCO, SAL Chemical & Shannon Chemical Corporation**
    - Chemical Vendors recommended based on low bid, chemical performance* & previous contract performance**

Bid Comment

*Gulbrandsen bid GPAC products in the DelPAC line items. Each of the plants use the DelPAC as their primary coagulant/flocculation and/or phosphorus removal chemicals. The GPAC offers competitive pricing with the DelPAC product; however, at this time there is not sufficient qualification information on the GPAC2070 at the WFP or GPAC2000 at the WWTP. Each plant (including Allegany County's) will require a 4-quarter minimum trial for all seasons/plant variations prior to qualifying the GPAC for a future bid. Engineering will communicate with the GPAC vendor and the plants for certifying qualifying criteria prior to the next bid or re-bid of the DelPAC chemical line item.

**Note on the Bid Tally FY18 City of Cumberland JCI Jones Chemical's bids are struck-though. JCI Jones is not recommended as a vendor due to unacceptable service to the City in 2000. The City canceled the contract with Jones due to issues with chlorine cylinders including (not limited to) – bad valves, cylinder feed problems, delivery/offloading issues, and condition and marking of the cylinders.

- **City of Cumberland Recreation Department – Schmidt Supply**

    - S. H. Schmidt Co. (Schmidt Supply) was the low bidder for supplying all of the pool chemicals. This vendor specializes in pool chemical services and has satisfactory previous contract performance.

    - See attached spreadsheet – Bid Prices City Pool Chemicals

The estimated annual costs for chemicals per department (City of Cumberland) are as follows:
WWTP - estimated $426,587 (003-310-360)
WFP - estimated $353,460 (002-230-360)
Recreation Dept. - estimated $15,109 (001-077-360)

- **Allegany County Utilities Division and the Town of Carpendale*****

    - Bids from vendors were forwarded to Allegany County and the Town of Carpendale

    - In the case of Allegany County Chemicals vendors are recommended based on low bid, chemical performance & previous contract performance

        - See attached recommendations for Allegany County Utilities

    - ***Allegany County and the Town of Carpendale and will participate with the selected vendors and conduct their own procurement

Combined Chemical Bid - FY18

Tally Sheet

Chemical Bid

City of Cumberland - Recreation Department (Pool Chemicals)

Chemical	UNIVAR 1	Schmidt 2	SAL 3	Gulbrandse 4	Kuehne 5	JCI Jones 6	Kemira 7	USALCO 8	Shannon 9	Klenziod, Inc 10	Coyne 11	Quantity	Unit	TOTAL Annual Cost per Facility
City - Rec Dept.	189.50	160.00										6	per CWT	960.00
Sodium Hypochlorite - Bulk City - Rec Dept City	1.95	1.60										8000	per gallon	12,800.00
Sodium Bicarbonate - 50 lb bags - Rec. Dept. City	32.50	28.50										8.500	per CWT	242.25
Calcium Chloride - 50 lb bags - Rec. Dept. City	23.00	24.00										23	per CWT	540.00
Chlorine Stabilizer - 45 lb drum - Rec. Dept. City	315.00	210.00										3	per CWT	567.00
Cost per Department														
Parks and Rec. FY18 Annual Estimated Cost														**15,109**

Contract award recommendations in yellow

No Recreation Chemical (POOL) bids received from vendors # 3 4 5 6 7 8 9 10 11

Combined Chemical Bid - FY18

Tally Sheet

Chemical Bid

City of Cumberland - Water Filtration Plant and Wastewater Treatment Plant Chemicals

Chemical	UNIVAR 1	Schmidt 2	SAL 3	Gulbrandse 4	Kuehne 5	JCI Jones 6	Kemira 7	USALCO 8	Shannon 9	Klenziod, Inc 10	Coyne 11	Quantity	Unit	*TOTALS** Annual Cost per Facility	*GPAC alt*** Annual Cost per Facility
Liquid Chlorine - 1-ton cylinder - WWTP	42.00				100.00	~~35.00~~						640	per CWT	26,880.00	
City - WFP												200		8,400.00	
Granular Chlorine - 100 lb drum - WWTP	189.50										203.33	3	per CWT	568.50	
DelPac 2000 - Bulk - WWTP				1.180				1.29				120,000	per gallon	154,800.00	141,600.00
City				GPAC 2000											GPAC
Potassium Permanganate - 330.75 lb drum - WFP	1,150.00		859.95						617.00		777.19	5	per drum	3,085.00	
City															
Sulfur Dioxide - 1 ton cylinder - WWTP	78.00					~~72.50~~						220	per CWT	17,160.00	
City															
Liquid Caustic Soda (25%) - Bulk - WFP			11.130									10,000	per gallon	111,300.00	
City															
Ferric Chloride (bulk) - WWTP	1.15		1.055				1.094					45,000	per gallon	47,475.00	
City															
Solar Salt - 50 lb bags - WFP	16.70											378	per CWT	6,312.60	
City															
Liquid Sodium Bisulfite - 600 lb drum - WFP	27.00		32.80									216	per CWT	5,832.00	
City															
Zinc Orthophosphate - WFP	4.33		4.17						5.47	5.18	4.332	11,000	per gallon	45,870.00	
City															
Hydrofluosilicic Acid (23%) - Bulk Supply - WFP	1.93		1.91						3.29			8,000	per gallon	15,280.00	
City															
Sodium Hypochlorite (12.5%) - bulk - WFP	0.894											110,000	per gallon	98,340.00	
City															
DelPac 20/20 - WFP	1.64			1.159				1.74				36,000	per gallon	59,040.00	41,724.00
City				GPAC 2070											GPAC
Methanol - WWTP	1.850		2.169									97,132	per gallon	179,694.20	

Cost per Department	W/DelPAC	W/ GPAC
WWTP	**426,578**	413,378
WFP	**353,460**	336,144
FY18 Annual Estimated Cost	**780,037**	749,521

Contract award recommendations in yellow

Notes

1 - Two ton min delivery Cl. Solar salt 1 pallet min 49 bags. L. S. Bisulfate 2 drum min. $Zn_3(PO_4)_2$ Carus 3300.
2 - Specializes in pool chemicals (see rec dept bid results page)
3 - Review spec emailed to WW WFP March 31.
4 - Not DelPAC as specified in bid sheets. Price for GPAC 2070 and GPAC 2000. Not sufficient performance test on GPAC products.
5 - NA
6 - Three ton min delivery Cl. 48 hr notice on Cl and SO_2. MAJOR ISSUES in 2000 - Cl leak & late deliveries.
7 - NA
8 - NA
9 - Review spec emailed to WFP March 31.
10 - NA
11 - Disqualified - no addendum #3

***Includes DelPAC product pricing & Chlorine/Sulfur Dioxide through UNIVAR**

**** *The bid sheets specified DelPAC 2020 and DelPAC2000* . Gulbrandsen bid GPAC products. The GPAC offers competitive pricing against the DelPAC product; however, the DelPAC chemical is a primary coagulant/TP remover in each of the treatment plants involved in the bid process. At this time there is not sufficient qualification information on the GPAC2070 at the WFP or GPAC2000 at the WWTP.**

Regular Council Agenda
May 2, 2017

Description

Order accepting the bids of UNIVAR, USALCO, SAL Chemical, Shannon Chemical Corporation, and Schmidt Supply for the FY18 Combined Chemical Bid (05-17-UTIL), rejecting all other bids, and authorizing the Mayor to execute chemical purchase contracts with each company

Approval, Acceptance / Recommendation

The Engineering Division recommends that chemical purchase contracts with UNIVAR, USALCO, SAL Chemical, Shannon Chemical Corporation, and Schmidt Supply be executed based on bid price and chemical performance. Please see attached memorandum with further explanation of the chemical vendor selection. The contract is written to provide that bid prices are good for one year, with the opportunity to renew the contract through mutual agreement for two consecutive one year periods.

☑ Budgeted

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

Value of Award (if applicable)

WWTP - estimated $426,587

WFP - estimated $353,460

Recreation Dept. - estimated $15,109

See attached Bid Tally FY18 City of Cumberland and Estimated Vendor Tally

Source of Funding (if applicable)

WWTP - estimated $426,587 (003-310-360)

WFP - estimated $353,460 (002-230-360)

Recreation Dept. - estimated $15,109 (001-077-360)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** May 2, 2017

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Agreement by and between the Cumberland City Police Department (CPD) and the Federal Bureau of Investigation (FBI) for the implementation of a security update to the Police Reporting System used by law enforcement in Western Maryland and maintained by the CPD; and

BE IT FURTHER ORDERED, that the FBI will seek to reimburse the CPD Four Thousand Dollars and No Cents ($4,000.00) for expenditures incurred by the CPD for providing security updates to the Police Reporting System.

_____

Brian Grim, Mayor

MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION
AND THE CUMBERLAND POLICE DEPARTMENT

1. PURPOSE

a. The purpose of this Memorandum of Agreement (MOA) between the Federal Bureau of Investigation (FBI) and the Cumberland Police Department (CPD), hereinafter referred to as the "parties", is to define the scope of work and responsibilities of the parties concerning reimbursement for costs associated with the implementation of a security update to the Police Reporting System used by law enforcement in western Maryland and maintained by the CPD.

2. AUTHORITIES

a. Authority for the FBI to enter into this agreement can be found at 28 C.F.R. § 0.85; and applicable United States Attorney General Guidelines.

3. BACKGROUND

a. The Police Reporting System is an information system used by several law enforcement agencies in western Maryland. The Police Reporting System stores investigative information and provides the agencies with access to the information, which allows the agencies to share information and coordinate investigative matters. Some of this information is from investigations worked jointly by the FBI and local law enforcement. To more closely limit access to information from the Police Reporting System to only those with a need to know, the CPD, which maintains the Police Reporting System, will provide security updates to the Police Reporting System. This will provide for greater security for information from FBI joint investigations.

4. SCOPE

a. This MOA defines the terms and conditions for reimbursement by the FBI of expenditures incurred by the CPD in providing security updates to the Police Reporting System.

b. Contingent on the availability of funds, the FBI will seek to reimburse the CPD $4,000.00 for expenditures incurred by the CPD for providing security updates to the Police Reporting System.

c. CPD will submit invoices to the FBI for said updates.

5. FUNDING

a. Upon confirmation of the availability of funds, the FBI hereby agrees to reimburse CPD for a sum not to exceed $4,000.00 for the aforementioned security updates to the Police Reporting System. CPD shall retain ownership of the system and shall be responsible for all support and repairs of the system.

6. DURATION AND MODIFICATIONS

a. All activities of the parties under this MOA will be carried out in accordance with the terms and conditions of this MOA.

b. Except as otherwise provided, this MOA may be amended by the mutual written consent of the parties' authorized representatives.

7. FORCE AND EFFECT

a. This MOA will enter into effect upon signatures of all parties. It is the complete and exclusive statement of agreement between the parties with respect to the FBI's reimbursement to CPD for the costs associated with the security updates to the Police Reporting System. This MOA supersedes all written and oral proposals and other communications between the parties. All activities of the parties under this MOA will be carried out in accordance with the terms and conditions of this MOA. Nothing in this MOA is intended to create, nor does it create an enforceable legal right or private right of action. The foregoing represents the understandings reached between the FBI and CPD upon the matters referred to herein.

Gordon B. Johnson
Special Agent in Charge
Baltimore Field Division
Federal Bureau of Investigation

4/12/17
Date

_____

Date

Cumberland Police Department

Regular Council Agenda
May 2, 2017

Description

Order authorizing the Chief of Police to enter into a Memorandum of Agreement with the Federal Bureau of Investigation to accept a $4,000 contribution to offset operational costs in the upgrading of the Countywide Incident Reporting System

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __April 4, , 2017__

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

THAT, all real estate taxes due for the property at 325 Pennsylvania Avenue (Tax Account No. 04-018478) be and are hereby abated.

_____

Mayor Brian K. Grim

Regular Council Agenda
May 2, 2017

Description

Order abating City real estate taxes due for the property at 325 Pennsylvania Avenue (Tax Acct. No. 04-018478)

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __April 4, , 2017__

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

THAT, the Mayor be and is hereby authorized to execute an Operating Assistance Grant Program Agreement with the MD Department of Housing and Community Development to provide Technical Assistance Grant funds in the amount not to exceed Twenty-five Thousand Dollars ($25,000) to hire a consultant to coordinate a comprehensive program to address blighted properties and vacant lots in the city.

_____

Mayor Brian K. Grim

OPERATING ASSISTANCE GRANTS PROGRAM
GRANT AGREEMENT

This Grant Agreement (this "**Agreement**") entered into as of the Effective Date (as hereinafter defined), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**") and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "**Grantee**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grants Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to Sections 2-102 and 4-1101 through 4-1105 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and COMAR 05.11.01 et seq.; (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to Section 6-102 of the of the Housing and Community Development Article of the Annotated Code of Maryland and COMAR 5.13.02 et seq.; and (iii) Nonprofit Assistance Fund Grants ("**NAF Grants**"), pursuant to Appropriations in the Maryland State Fiscal Year 2017 Budget (the "**Budget Bill**") and DHCD's general authority to administer and implement programs, pursuant to Section 2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland, the related regulations, and the Budget Bill are referred to herein as the "**Act**".

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development, and commercial revitalization activities;

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government; and

WHEREAS, the purpose of the NAF Grants is to strengthen the ability of locally-based nonprofit organizations to bring reinvestment and economic revitalization to their communities through grants to nonprofit community development corporations, Main Street Maryland organizations; community development financial institutions; community action agencies; and other nonprofit organizations that are undertaking community and economic revitalization activities.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated September 15, 2016 (the "**Application**"), DHCD has approved an award of **Technical Assistance Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").

2. Grant Amount.

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty-Five Thousand and 00/100 Dollars ($25,000)(the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the "**Budget**") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.

4. Grant Period.

(a) The Grant shall be disbursed over a one year term. The term is deemed to commence on the Effective Date (the "**Grant Period**").

5. Expenditure Period for the Grant. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. The Grantee shall maintain complete financial records relating to the receipt and expenditure of all funds.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application, the Project, and this Agreement are and remain true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds under the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however to any special conditions set forth in Exhibit C.

(e) Disbursements of the Grant shall be made on a quarterly basis. DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner

acceptable to DHCD. Grantee shall indicate on each periodic disbursement request all costs for which payment is requested.

(f) DHCD may make disbursements of the Grant more frequently than quarterly if DHCD, in its sole discretion, determines that a disbursement would materially benefit the Project and help the Grantee accomplish the Project Activities.

(g) DHCD reserves the right not to disburse all or any portion of the Grant if in the sole discretion of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not performing to the satisfaction of DHCD.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities and matching source of funds set forth in the Budget; or (iii) the Grantee is not completing the Project activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD in its sole discretion may:

(i) Reduce or withhold payment in response to Grantee's next disbursement request;

(ii) Demand repayment from Grantee; and

(iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.

(b) Quarterly Progress Reports. Grantee shall provide DHCD with quarterly progress reports on each of January 1, April 1, July 1, and October 1, in a form to be provided by DHCD, which shall contain information about the progress of the Grantee in relation to the Project, and Grantee's organizational and housing production goals, problems encountered, expenditures made against the Budget, and a projection of revenues required for the next quarter, including a disbursement request, if applicable. Grantee shall ensure that each quarterly progress report is received by DHCD within 10 working days of the close of the quarterly period.

(c) Final Report. Within 45 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the "**Final Report**") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

(d) Audit. Grantee shall provide DHCD with:

(1) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and

(2) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is either a local jurisdiction, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of Maryland, is qualified to do business in the State of Maryland, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(c) No member, officer, or employee of Grantee, or its designees or agents, no consultants, no member of the governing body of Grantee, and no other public official of Grantee who exercises or has exercised any functions or responsibilities over the Project shall have or obtain a personal or financial interest or benefit from the activities under the Project, or have an interest in any contract, subcontract, or agreement with respect herewith;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, state, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State of Maryland with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit other to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. § 501 (c) (3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, state, or local government agency for alleged violation of laws of regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

i) Titles VI and VII of the Civil Rights Act of 1964, as amended;

ii) Title VIII of the Civil Rights Act of 1968, as amended;

iii) Title 20 of the State Government Articles, Annotated Code of Maryland, as amended;

iv) DHCD's Minority Business Enterprise Program, as amended;

v) The Governor's Executive order 01.01.1989.18 related to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

vi) The Fair Housing Amendments Act of 1988, as amended; and

vii) The Americans with Disabilities Act of 1990, as amended;

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) The Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government, this indemnification and release is subject to the extent permitted by the laws of the State of Maryland, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "**LGTCA**") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, DHCD, its officer, agents, employees, successors and assigns against liability for any suits, actions or claims of

any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD is required to disclose information about the Project to the Board of Public works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, Section 4-101 *et seq.* of the Annotated Code of Maryland (the "**Act**"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the application for financial assistance; a copy of the application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the Act. Requests for disclosure of information made pursuant the Act are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the Act.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Susan Sheppard, Project Manager

(b) Communication to Grantee shall be mailed to:

Mayor and City Council of Cumberland
57 N. Liberty Street
Cumberland, Maryland 21502
Attn: Kathy McKenney, Historic Preservation/Preservation Coordinator

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.

20. Effective Date. This Agreement is effective as of the date of its execution by DHCD (the "**Effective Date**").

IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

_____

_____

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

By: _____(SEAL)
Name: _____
Title: _____

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By:_____(SEAL)
_____, Assistant Secretary
Division of Neighborhood Revitalization

_____
Effective Date

Approved for form
and legal sufficiency

_____
Assistant Attorney General

Exhibit A - Description of the Project Activities
Exhibit B - Project Budget
Exhibit C - Special Conditions

EXHIBIT A

OPERATING ASSISTANCE GRANTS PROGRAM

SCOPE OF SERVICES

As more fully described in Grantee's application for funds
dated September 15, 2016

GRANTEE: Mayor and City Council of Cumberland, Maryland

PROJECT ADDRESS: 57 N. Liberty Street; Cumberland, Maryland 21502

GRANT AMOUNT: $25,000

USE OF FUNDS: The City of Cumberland seeks to hire a consultant to coordinate a comprehensive approach to reporting, identifying, prioritizing, and enforcing the numerous blighted properties, including vacant lots, throughout Cumberland's neighborhoods. The project will include the creation of a single database that catalogues a complete list of the structures and provides for a methodology of interventions ranging from stabilization and returning structures to private ownership to removal of hazardous conditions and dangerous buildings. The action plan will also provide recommendations for sources of funding, streamline the code enforcement process, as well as for assemble building sites for redevelopment.

OTHER CONTRIBUTION(S)

Source of Funds	Amount	Value Derivation
Mayor and City Council of Cumberland, Maryland	$7,500	In Kind

EXHIBIT B

OPERATING ASSISTANCE GRANTS PROGRAM

PROJECT BUDGET

USES OF FUNDS	DHCD	Grantee	TOTALS
Consultant Services	$25,000		$25,000
Staff Support		$7,500	$7,500
TOTALS	**$25,000**	**$7,500**	**$32,500**

EXHIBIT C

OPERATING ASSISTANCE GRANTS PROGRAM

SPECIAL CONDITIONS

Regular Council Agenda
May 2, 2017

Description

Order authorizing the execution of a Technical Assistance Grant Agreement with the MD Department of Housing and Community Development to provide up to $25,000 to hire a consultant to coordinate a comprehensive program to address blighted properties and vacant lots in the city

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 02, 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 Joyce M. Kaylor, Personal Representative of the Estate of William Donald Kaylor ("Seller") for the property and improvements thereon located at 261-265 Williams Street, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Deed Liber 481, folio 548 and Deed Liber 602, folio 994, Tax Account Nos. 04-041704 and 04-041110 respectively, for the purchase price of Thirty -five Thousand Dollars ($35,000.00); 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 **Joyce M. Kaylor, Personal Representative of the Estate of William Donald Kaylor,** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

1. Property Description. Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the real property and the improvements thereon located at 261-265 Williams Street, Cumberland, MD 21502 which are described in the deeds recorded in the Land Records of Allegany County, Maryland in Deed Liber 481, folio 548 and Deed Liber 602, folio 994 and identified as Tax ID Nos. 04-041704 and 04-041100, respectively (hereinafter, collectively referred to as the "Property").

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Thirty-Five Thousand Dollars ($35,000.00), which Purchase Price includes the real property and improvements described in Section 1 above.

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

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

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

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

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

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

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

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

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

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

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

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

Seller shall provide Buyer with a draft of the deed in advance of settlement for its review and approval if Seller elects not to have Buyer's legal counsel prepare the deed on his/her behalf.

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

12. **Settlement.** Settlement shall occur no later than forty-five (45) days after the effective date of this Contract.

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

Maryland Real Estate Commission or a Written Residential Property Disclaimer Statement on a form provided by the Maryland Real Estate Commission. A seller must deliver the completed Disclosure or Disclaimer Statement to a purchaser on or before the buyer enters into a contract of sale (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

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

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

( ) Property Disclosure Statement

(X) Property Disclaimer Statement

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

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

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

retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

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

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

_____ _____ Buyer's Initials _____JK._____Seller's Initials

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Brian K. Grim

_____
Date 4/28/17

_____

_____
Joyce M. Kaylor, Personal Representative of the Estate of William Donald Kaylor

4/28/17
Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 261-265 William Street, Cumberland, MD 21502

Legal Description: Allegany County, Maryland Land Records Deed Liber 481, folio 548 and Deed Liber 602, folio 994

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving

the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: None

Owner Joyce M Kaylor Date 8/28/17

Joyce M. Kaylor, Personal Representative of the
Estate of William Donald Kaylor

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

Purchaser _____ Date _____

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

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

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

_____

_____

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

Buyer's Acknowledgment (initial)

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

(d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*
(e)___ Buyer has (check (i) or (ii) below):

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

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

Seller: Joyce M Kaylor Date: 4/28/17
Joyce M. Kaylor, Personal Representative
of the Estate of William Donald Kaylor

IMPORTANT!

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

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

Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

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

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

Read this entire brochure to learn:

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

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

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

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

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

Consumer Product Safety Commission (CPSC)

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

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

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

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

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

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

EPA-747-K-12-001
September 2013

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

For More Information

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

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

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

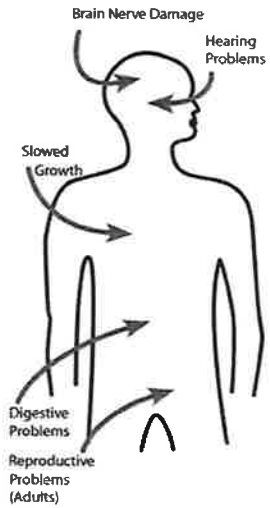
State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources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

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

Health Effects of Lead

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

In children, exposure to lead can cause:



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

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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Other Sources of Lead

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

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

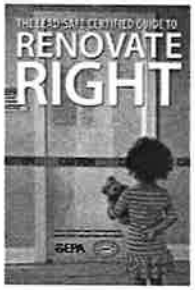
  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your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

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

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

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

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



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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 40 micrograms per square foot (µg/ft^2) and higher for floors, including carpeted floors
- 250 µg/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 (µg/ft^2) for floors, including carpeted floors
- 250 µg/ft^2 for interior windows sills
- 400 µg/ft^2 for window troughs

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

Reducing Lead Hazards

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

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

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

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

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

Checking Your Home for Lead

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

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

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

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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Regular Council Agenda
May 2, 2017

Description

Order authorizing a Contract of Sale with Joyce M. Kaylor, Personal Representative of the Estate of William Donald Kaylor, for the purchase of 261-265 Williams Street for $35,000; authorizing acceptance of the deed providing settlement contingencies are met; authorizing extension of the closing date for 60 days if necessary; and authorizing the City Administrator and City Solicitor to execute all documentation

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 2, 2017_**

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

THAT the Mayor and City Council of Cumberland is the record owner of certain copiers that have been determined to be of no further value to the City; and

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

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

Name	Type	Tag No.
Canon iRC5035	color copier	tag 13560
Canon iR3245i	black copier	tag 13553
Canon iRC5035	color copier	tag 13552
Canon iR2525	color copier	tag 13546
Canon iRC5035	color copier	tag 13558
Canon iRC5035	color copier	tag 13557
Canon iRC5035	color copier	tag 13555
Canon iR2525	black copier	tag 13547
Minolta C252	color copier	tag 09660
Minolta C352	color copier	tag 09658

_____

Brian K. Grim, Mayor

Regular Council Agenda
May 2, 2017

Description
Order declaring 10 used copiers as surplus equipment and authorizing them for sale

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 02, 2017_____**

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement with Ristorante Ottaviani, LLC for the use of certain portions of the public right-of-way in front of and adjacent to the building at 25 N. Centre Street for the purpose of outside café dining for the term of April 1, 2017 through March 31, 2018.

_____

Mayor Brian K. Grim

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2017, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **RISTORANTE OTTAVIANI, L.L.C.** ("Lessee").

WHEREAS, Lessee operates a restaurant at 25 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way as shown on the attached map **(Exhibit I)**, and hereinafter referred to as the "Demised Premises," the corners of which shall be marked by the Lessee subject to the approval of the City. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modification as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on April 1, 2017, and shall terminate on March 31, 2018, unless sooner terminated as provided for herein.

3. **Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee's restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

Lessee shall have the right to place its chairs, tables and other furnishings in the Demised Premises during the hours of 5:00 p.m. to 1:00 a.m. They shall be removed therefrom at all other times. At those other times, members of the public shall have free and unfettered use of the Demised Premises subject to any limitations that may be imposed by applicable law. During the hours of 4:00 p.m. through 1:00 a.m., members of the public may traverse the Demised Premises by means of the approximately 5-foot wide pathway shown on the Exhibit I attached hereto.

Lessee shall not make any alterations, additions or improvements to the Demised Premises without Landlord's prior written approval, which approval may be withheld for any reason or no reason at all. Lessor shall repair any damages the Demised Premises sustains on account of the Lessee's alterations, additions or improvement to the Demised Premises, said repairs to be

performed in such a manner as to restore the Demised Premises to at least as good of a condition as it was in prior to the damage.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar ($1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or sublet by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the **"MAYOR AND CITY COUNCIL"** as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars ($1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. **Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. **Default.** After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. **Repossession Upon Default.** Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. **Other Remedies.** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. **Waiver.** One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. **Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:
Jeffrey Rhodes
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:
Toni Ottaviani
Ristoranti Ottaviani, L.L.C.
25 N. Centre Street
Cumberland, MD 21502

21. **Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

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

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

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

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

26. Binding Effect. This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____
Marjorie A. Woodring, City Clerk

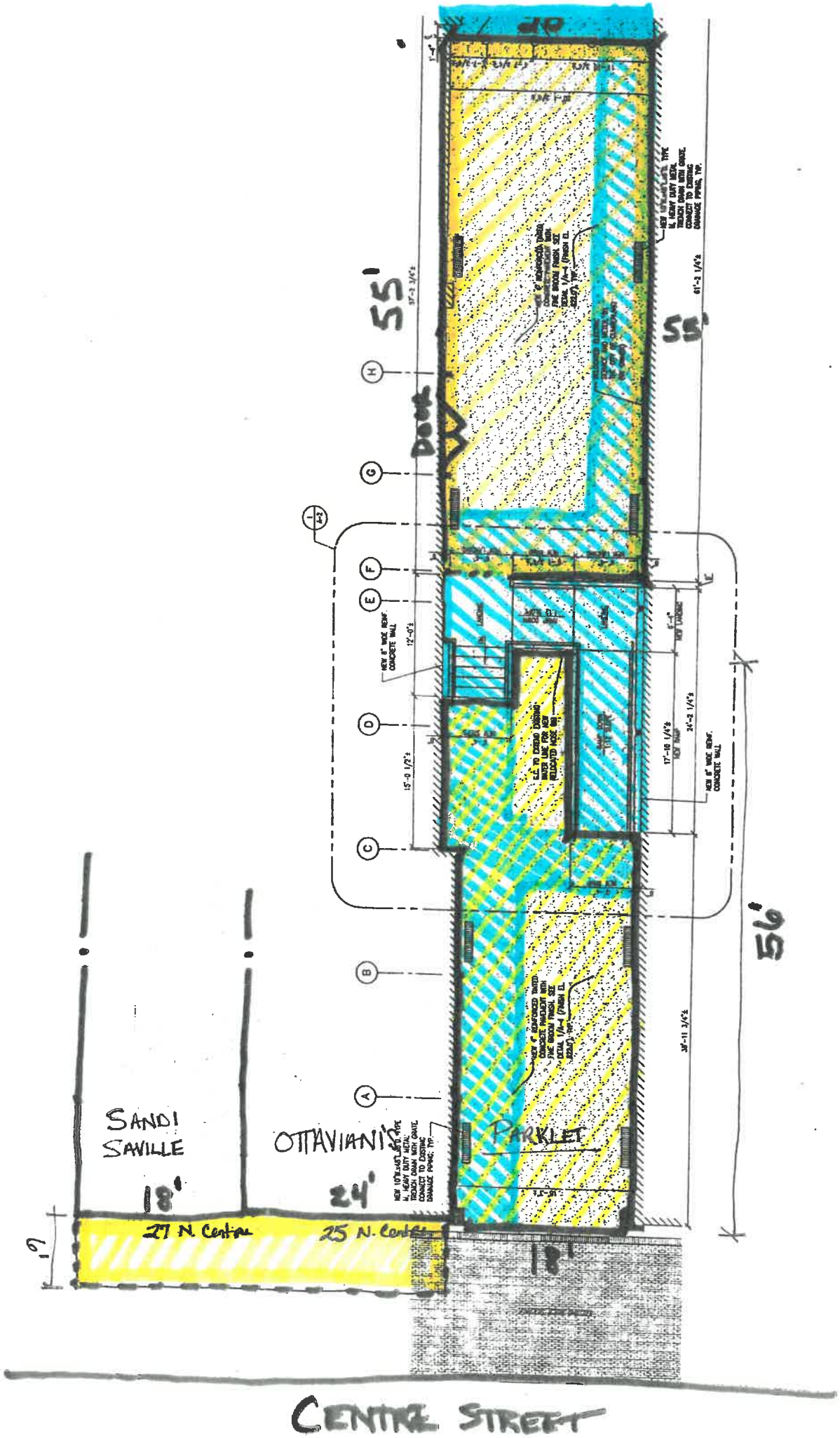
By: _____
Brian K. Grim, Mayor

RISTORANTE OTTAVIANNI, L.L.C.

_____

By:_____
signature

_____
Printed name and title


55'
55'
56'
Dock
PARKLET
SANDI SAVILLE
OTTAVIANI'S
18'
24'
27 N. Center
25 N. Center
18'
CENTRE STREET

Regular Council Agenda
May 2, 2017

Description

Order authorizing the execution of a Lease Agreement with Ristorante Ottaviani, LLC for use of the public right of way in front of and adjacent to the building at 25 N. Centre Street for outdoor cafe dining purposes

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

504 Ridgewood Avenue
Cumberland, Maryland 21502
April 18, 2017

cc: Jeff

Mayor and City Council
57 North Liberty Street
Cumberland, Maryland 21502

To whom it may concern:

This past Saturday, I needed to call 911, as my mother appeared to be having difficulty communicating. Although it was a distressing situation, the outcome was positive, and my mother is now fine.

We can always make the time to complain, but we frequently do not make the time to commend. I should like to do the later.

The woman at dispatch for 911 was kind, professional, and reassuring. I most certainly appreciated this at a frightening and uncertain time for both me and Mom.

Responders arrived from the fire department within seven minutes, and they were like miracle workers from heaven. They were gentle with my mother as they interacted with her and assessed her; they kept her talking by chatting about her lovely home and by telling her that perhaps I should go to the hospital instead of her, which elicited a few giggles from her. In short, they did everything right.

As they left, they kept reassuring me that I should never regret calling 911 when it is an uncertain serious medical problem, and they told me to call again should her symptoms return. (It turned out to be nothing more than a temporary sharp drop in blood pressure after a hot bath.)

I wish to formally commend our first responders for the wonderful work that they do with cheerful willingness. We are all blessed to have people like EMT's Steve Adams and Jeff Kalp in our community.

Sincerely,

Mary Jane O'Rourke

Mary Jane O'Rourke

cc: Cumberland Fire Department Chief Donald Dunn
Mr. Steve Adams
Mr. Jeff Kalp

RCVD

CLERK'S OFFICE

2017APR20 PM3:29

cc Jeff Brooke

April 16, 2017

Mayor Grim & Council,

Last week Street Department employees conducted maintenance to improve drainage on Dingle Park Dr. On behalf of Mrs. Arthur Friedland and myself, I would like to thank the men who did the work. After contacting Mr. Harold Hipsley at the Street Dept., the crew opened the drainage area that has been deteriorating for a long time. Thanks to Blaine Bender, Jason Deal, and Steve Middleton, drainage should not be a problem for quite some time!

Once again, thanks to the Street Department for their attention to this matter.

Sincerely,

William Hoyle

WILLIAM H. HOYLE
943 DINGLE PARK DRIVE
CUMBERLAND, MD 21502

BALTIMORE MD 212
18 APR 2017 PM 7 L

Cumberland Mayor & Council
57 N. Liberty St.
Cumberland, MD.
21502

21502-233199

RCVD
CLERK'S OFFICE
2017APR20 PM3:31

Regular Council Agenda
May 2, 2017

Description

Two letters from local residents: 1) Ms. Mary Jane O'Rourke of Ridgewood Avenue commending the 911 Dispatch & City Fire Department First Responders, and 2) Mr. William Hoyle of 943 Dingle Park Drive commending the City Street Department and workers

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)