



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Seth D. Bernard

David Caporale

Richard J. "Rock" Cioni

Eugene T. Frazier

CITY CLERK

Marjorie A. Woodring

MINUTES

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

DATE 3/7/2017

***Pledge of Allegiance**

I. ROLL CALL

The meeting convened at 6:15 p.m.

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

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

II. DIRECTOR'S REPORT

(A) Public Works

1. Utilities Division & Central Services Monthly Report for January, 2017

Item Action:Approved

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

III. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes for January 17 and February 7, 2017

Item Action:Approved

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

IV. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action:

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 1-5 was made by Bernard, seconded by Caporale, and was passed on a vote of 5-0.

1. Order accepting the bid of Excavating Associates for the Amtrak Rail Connection Project (Project No. 11-14-M) in the estimated unit price of \$311,401.00

ORDER NO. 26,102

2. Order authorizing a Contract of Sale with Robert Conteh for the City's purchase of 321-323 Pennsylvania Avenue for \$10,000.00; 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

ORDER NO. 26,103

3. Order authorizing a Contract of Sale with Judith Yaider, Donna Lee Struntz, and John William Wilson, Jr. for the City's purchase of 32 Virginia Avenue for \$5,000.00; 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

ORDER NO. 26,104

4. Order authorizing a Contract of Sale with Nicholas Walters for the City's purchase of 305 Arch Street for \$12,153.81; 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

ORDER NO. 26,105

5. Order authorizing the City Solicitor to provide a notice to the respective parties of the Mutual Aid Agreement for Fire and EMS Protection dated 9/1/03 and the Mutual Aid Agreement for EMS Protection dated 1/22/10, that the City intends to terminate said Agreements within ninety (90) days from the date of notification

ORDER NO. 26,106

V. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Ed Mullaney, 213 Fayette Street, stated that CSX had been a good community partner overall, but expressed concerns over limited mobility for pedestrians and vehicles caused by certain changes such as too many closed crossings. He discussed concerns with the subway on Queen City Drive and asked for cooperation between CSX and the City to help clean the underpass rather than close it and further hinder pedestrian access to the downtown.

Donna Struntz, owner of 32 Virginia Avenue, thanked the Mayor and Council for taking control of 32 Virginia Avenue, which she and her siblings had acquired upon their parents' passing away.

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:28 p.m.

Minutes approved on April 4, 2017

Brian K. Grim, Mayor

ATTEST: Marjorie A. Woodring, City Clerk

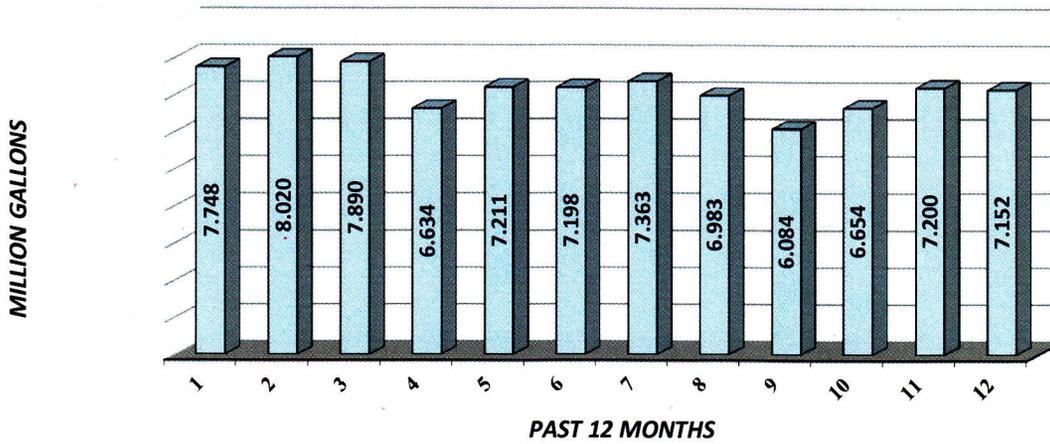
CITY OF CUMBERLAND
UTILITY DIVISION AND
CENTRAL SERVICES
MONTHLY REPORTS
January 2017

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

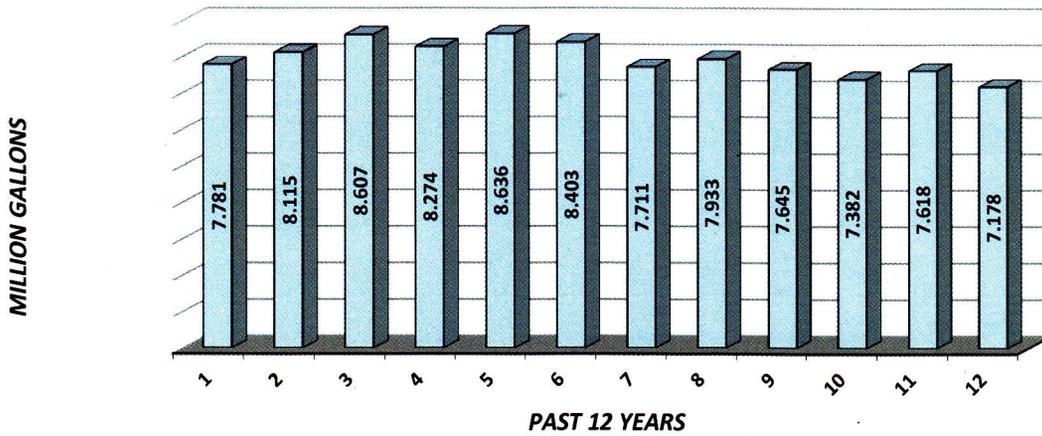
MONTHLY UTILITY REPORT

JANUARY 2017

AVERAGE DAILY PRODUCTION



AVERAGE DAILY PRODUCTION



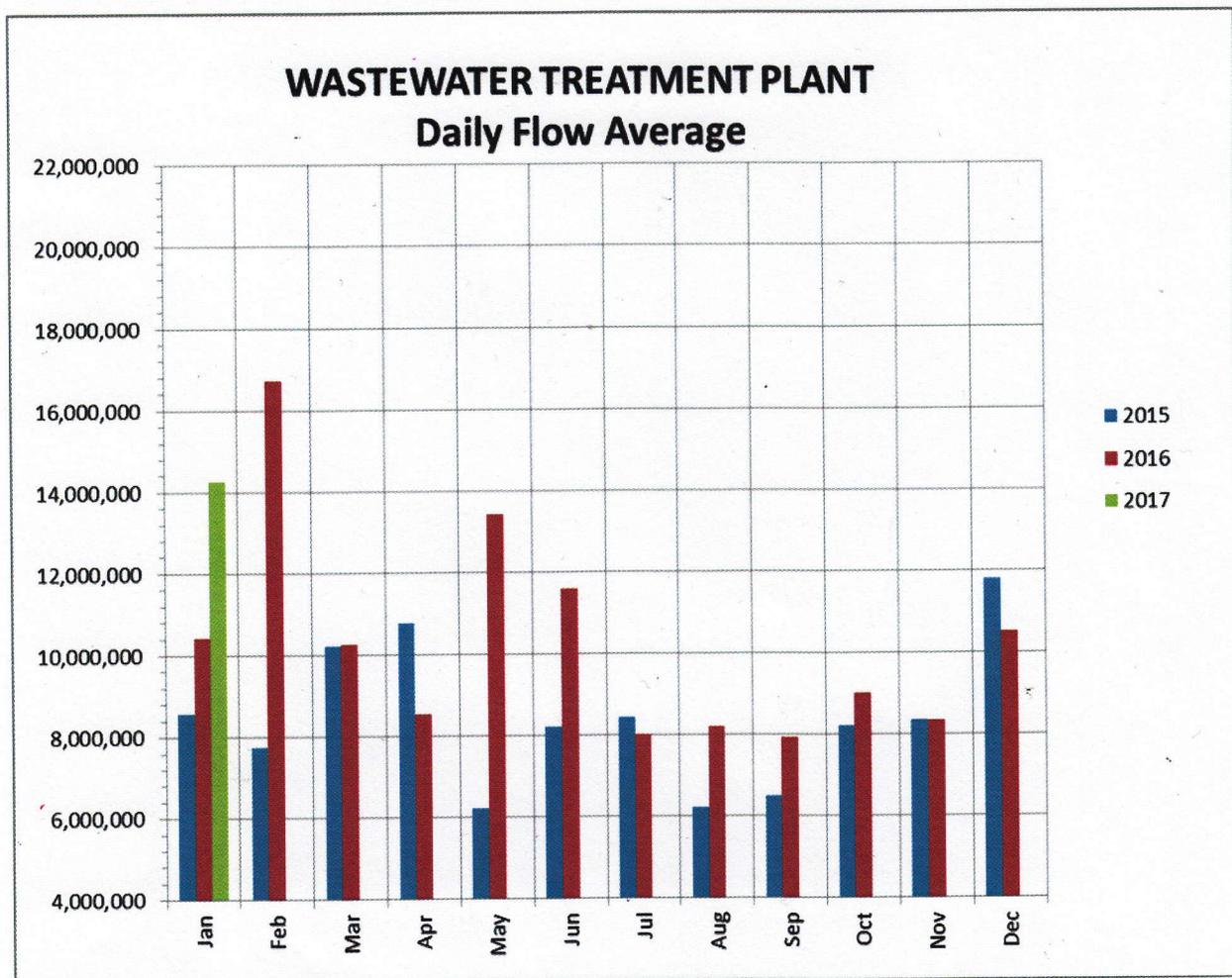
BRIEF LISTING of EVENTS

- > 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- > OVER 100 PREVENTATIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALYSIS PERFORMED/LAKES AT 100% CAPACITY
- > TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7
- > NEW SODIUM HYPOCHLORITE FEED SYSTEM IS ONLY 50% OPERATIONAL. PLANT STAFF CONTINUE TO CORRECT DESIGN PROBLEMS
- > CURRENTLY MONITORING TO CRYPTOSPORIDIUM IN SOURCE WATER FOR 24 CONSECUTIVE MONTHS AS PER LT2 RULE
- > FOR THE 4th STRAIGHT YEAR, EVITTS CREEK WATER COMPANY RECEIVED THE AWOP AWARD FROM PENNSYLVANIA DEPARTMENT OF THE ENVIRONMENT FOR OUTSTANDING EFFORTS TOWARDS OPTIMIZING THE TREATMENT FACILITY

Wastewater Treatment Plant – JANUARY 2017

OPERATIONS:

Treated 422,403,000 gallons @ an average of 14.271 million gallons per day. Removed 503,130 pounds of total suspended solids, 193,711 pounds of BOD, 46,170 pounds of total nitrogen, and 4,695 pounds of total phosphorous. Processed 997,750 gallons of sludge producing 101.50 Dry tons of Class "A" bio-solids.. All Federal and State reporting requirements were in compliance. Monthly Flow Comparison Chart is attached.



Sewer & Flood Monthly Report - January 2017

Sewer

3,616	Ft. Sewer Mains flushed
3	Sewer Mains Repaired: - 422 Balitmore St. rear; Goethe St., 336 City View Terrace
1	Catch basin repaired: - 1820 Frederick Street
1	Clean Out Installed
347	Ft. sewer lines televised
3	Overflows checked - Assisted Water Department at three (3) work site for Hydro Exavating

Flood

Test run station pumps
Checked all holes and CSO Pump Stations
Met with contactor (Marshall Ruby) to repair gate operator at Ridgeley
Pulled Gate Operator #3 at Mill Race Pump Station
Changed oil in Pump #1 at Mill Race, put Operator #3 back into service
Put Operator #2 back into service
Cleaned Bull Pen Blue Springs and Washington Street

Central Services –January 2017

- **City Hall**: Checked belts and greased bearings on motors, checked all equipment to ensure all is in working order.
- **Public Safety Building**: fixed light in stair well by fire garage, repaired elevator the was stuck in the basement, adjusted and re-terminated cameras .
 - **Police**: Replaced camera on cell #2, .
 - **Fire**: replaced toilet handle and float at south end fire station, replaced track on garage door #6.
 - **Parks/Recreation**: removed piping to filters at Constitution Park pool.
- **Downtown area**: Undecorated the Christmas tree and cut it down to be shredded.
- **Flood Control** : Relocated and rewired gate controller cabinets at Mill Race, Ridgeley, and Viaduct pump stations, installed new photocell at Ridgeley pump station.
- **Water Filtration Plant**: ran conduit and installed 240v receptacle for new range, rebooted call box at the main gate entrance, replaced water fill valve on steam boiler, replaced heater in hypo day tank room, replaced Endress Hauser level detector on filter #12, installed new UPS on hypo pumps.
- **Wastewater Treatment Plant**: installed new breakers and wire to ac unit, removed window unit from lab area and patched drywall, installed new Mitsubishi outside ac unit for the lab, repaired fiber communications for SCADA system, replaced damper motor on sludge heater #1, troubleshooting sludge #2, repaired baseboard heater, removed drop ceiling and reinstalled it for new ac unit, troubleshooting methanol pump and controls.
- **Traffic and Street Lights**: realigned traffic heads at the intersection of Harrison and Mechanics St, replaced led bulbs on Frederick street and Georges street parking garages, reported unlit street lights to the power company.
snow and ice removal and pretreatment at city hall and public safety building.
- Load-tested generators.
- Safety Meeting January, 2017



Regular Council Agenda
March 7, 2017

Description

Utilities Division & Central Services Monthly Report for January, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



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Brian K. Grim

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CITY CLERK
Marjorie A. Woodring

MINUTES

MAYOR AND CITY COUNCIL OF CUMBERLAND
City Hall Council Chambers
Room 212
6:15 p.m.

DATE: 2/7/17

***Pledge of Allegiance**

I. ROLL CALL

The meeting convened at 6:15 p.m.

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

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) State of the City Address from Mayor Brian Grim

Mayor Grim presented a State of the City Address, a copy of which is attached to these minutes.

(B) Presentation by Western MD Recovery on the use of opioids in the community

Representatives of Western MD Recovery were unable to attend the meeting.

III. DIRECTOR'S REPORT

(A) Public Works

1. Utilities Division & Central Services Monthly Report for December, 2016

Item Action: Approved

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

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of December 20, 2016 and January 3, 2017

Item Action: Approved

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

2. Approval of the Work Session Minutes of January 4, 2017

Item Action: Approved

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

(B) Administrative / Executive

1. Approval of the Closed Session Minutes of January 3, 2017

Item Action: Approved

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

2. Summary Statement of Closed Meeting held Tuesday, February 7, 2017 at 5:30 p.m.

Mayor Grim announced that a Closed Session had been held on Tuesday, February 7, 2017 at 5:00 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. PUBLIC HEARINGS

- (A) Public Hearing - presentation of CDBG program accomplishments and receipt of requests from agencies for FY17 funding

Mayor Grim convened the Public Hearing at 6:40 p.m.

Lee Borrer, Community Development Specialist, reviewed 2015-2016 CDBG program accomplishments and provided photos of the various projects that were completed. She noted that \$730,042 in CDBG funds had been awarded for 2015-2016. She reviewed allocations versus expenditures, public resources and services provided through CDBG funded programs, and housing program accomplishments.

The following individuals petitioned for CDBG funding:

Don Enterline, Executive Director of the YMCA

Kathleen Breighner, Executive Director of Friends Aware

Sarah Kaiser, Family Crisis Resource Center

Ms. Borrer discussed the application process and timeline for the 2017 Annual Plan and requirements for applicants. It was estimated that \$700,000 would be requested for the areas of Housing/Rehabilitation, Public Facilities/Infrastructure Improvements, Administration/Planning, Economic Development, and Public Services. Staff recommendations would be presented at the second public hearing, which was scheduled for

April 4, 2017.

With no further comments being offered, Mayor Grim adjourned the Public Hearing at 6:53 p.m.

VI. UNFINISHED BUSINESS

(A) Orders

1. Order authorizing the execution of a Second Amendment to the IAFF Local #1715 Collective Bargaining Agreement dated July 1 2014 through June 30, 2017

Mr. Rhodes reviewed the changes to the IAFF Collective Bargaining Agreement that would be in effect with the passage of this Amendment. Mayor Grim called for questions or comments.

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

ORDER NO. 26,087

VII. NEW BUSINESS

(A) Ordinances

1. Ordinance (*1st reading*) - to repeal Section 2-246 and 2-248 of the City Code thereby eliminating the provisions pertaining to the Economic Development Commission

Mr. Rhodes advised the purpose of this Ordinance would be to remove from the Code the provisions that created the Economic Development Commission as it was no longer a functioning commission.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the reading and table for two weeks was made by Bernard, seconded by Frazier, and was passed on a vote of 5-0.

2. Ordinance (*1st reading*) - to repeal and reenact with amendments Sections 10-89 through 10-94 pertaining to business licensing and Chapter 10 Article IV, Sections 10-111 to 10-159 pertaining to automatic amusement devices and arcades

Mr. Rhodes advised that the purpose of this Ordinance was to remove language from the Code to require a business license for parking lots, shooting galleries, pawnbrokers, junk dealers, fortune tellers, sound trucks, hotels, and used car lots. The one remaining licensing requirement would be for a temporary business license. Mr. Rhodes stated that the number of businesses applicable to this license had significantly dwindled and staff was spending more time and money on obtaining the license than was warranted for the collection of the small amount of funds derived from the licensing.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the reading and table for two weeks was made by Bernard, seconded by Cioni, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Item Action:

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

questions or comments. Motion to approve Consent Agenda Item Nos. 1-6 was made by Caporale, seconded by Bernard, and was passed on a vote of 5-0.

1. Order authorizing the use of open containers of alcohol in certain defined areas of the downtown from 12:00 p.m. on March 12, 2017 through 2:00 a.m. on March 13, 2017 for the Hooley Pub Crawl; with the exception that open glass containers shall not be permitted

ORDER NO. 26,088

2. Order accepting the proposal of Burgmeier's Hauling, Inc. to provide two (2) additional years of service to the Municipal Solid Waste Hauling Services Contract (17-13-M) at \$787,096/yr. for years 4 and 5 for trash hauling; \$152,775/yr. for years 4 and 5 for recycling; \$115/hour for years 4 and 5 for bulk pickup; and accepting the proposal from Waste Management - Mountainview Landfill, Inc. to accept municipal waste at the rate of \$35.08/ton for FY18 and \$35.68/ton for FY19

ORDER NO. 26,089

3. Order accepting the bid of Historitecture, LLC to provide services for the Cumberland Historic Survey Project in the amount not-to-exceed \$19,425 and rejecting all other bids. \$17,000 of this project is to be funded through a Certified Local Government Subgrant.

ORDER NO. 26,090

4. Order authorizing a Contract of Sale with Gary L. Murphy for the City's purchase of 325 Pennsylvania Avenue for \$21,000; 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

ORDER NO. 26,091

5. Order appointing Mayor and Council members and City staff to various board and commissions

ORDER NO. 26,092

6. Order authorizing an Amnesty Program for past due personal property taxes, to allow that accumulated interest and penalties be waived on each account on the condition that a lump sum payment is received for all years due by March 31, 2017

Mr. Rhodes advised that there was approximately \$950,000 outstanding in personal property taxes and it was believed that 50% was uncollectible since many of the companies no longer existed. Staff was recommending an amnesty program that would allow the waiver of penalties and interest as long as the tax amount was paid up to date. It was estimated that the program could generate \$300,000 - \$350,000 in revenue.

ORDER NO. 26,093

(C) Letters, Petitions

1. Letter from Sharon Ellsworth, Co-Race Director, asking permission to hold the "3rd Annual ACAS Howards 25K Run" and "Paws on the Pavement 5K" in Cumberland on August 20, 2017 at 7:00 am and 8:00 am, respectively, along with the "Sweet Pea Shuffle Dog Walk" on August 19, 2017. The Cumberland Police Department has reviewed this event and provided approval to proceed.

The letter was acknowledged and entered into public record. Mayor Grim questioned

whether there were budget provisions to pay for the police overtime associated with such events. Mr. Rhodes advised that there was a direct cost but the City did not charge a permitting fee for this type of event. Council provided a consensus to approve the event.

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Ken Wilmot, 513 Fort Avenue, suggested that a draw bridge be installed on the Washington Street bridge, which would also be beneficial to the railroad. He suggested that the City contact CSX to see if they would pay half of the cost.

Ken Braitman, 92 Corey Run Road, shared concerns regarding the effects of fracking and asked the Mayor and Council to support a state-wide ban on fracking.

William Neil, 149 Maple Street, Frostburg, shared concerns regarding the effects of fracking and the need to develop alternative solutions that meet the economic needs of the community.

Robin Vereen, 546 Greene Street, Cumberland, shared concerns regarding the effects of fracking and asked the Mayor and Council to support a state-wide ban on fracking.

Tina Phillips, 11316 Ore Street, Cumberland, shared concerns regarding the effects of fracking and asked the Mayor and Council to support a state-wide ban on fracking.

Daniel Bowser, 402 Wempe Drive, asked what was being done to protect the City's water supply in Pennsylvania. Mr. Cohen advised that the City had engaged legal counsel from Pennsylvania to provide advice as to the City's rights in PA.

Ellen McDaniel Weissler, 311 Skyview Drive, Sunset View, discussed her concerns regarding how fracking would affect tourism and create possible job loss.

Cassie Conklin, 310 Decatur Street, Cumberland, shared concerns regarding the effects of fracking and asked the Mayor and Council to support a state-wide ban on fracking. She presented a petition to the Mayor and Council which she stated contained signatures from 28 businesses and 360 citizens who also supported the State-wide ban.

Dale Sams, 701 Nemascolin Avenue, Cumberland, read a Resolution adopted by the Florida AFL-CIO supporting a ban on oil and gas hydraulic fracturing, acid fracturing, and any form of extreme well stimulation and extraction anywhere in the State of Florida or in the waters adjacent to the State.

Joly Walker, 201 S. Massachusetts Avenue, Cumberland, shared concerns regarding the effects of fracking and her concerns regarding a recent public forum on the matter held by the Western Maryland Delegation. She asked the Mayor and Council to support a state-wide ban on fracking.

Jim Guy, 18110 Oldtown Century Road, shared concerns regarding the effects of fracking and asked the Mayor and Council to support a state-wide ban on fracking.

Henry Maier, 11801 Scarlett O'Hara Lane, Oldtown, shared concerns regarding the effects of fracking and asked the Mayor and Council to support a state-wide ban on fracking.

Brooke Harper, 18336 Buckeye Circle, Hagerstown, shared concerns regarding the effects of fracking and asked the Mayor and Council to support a state-wide ban on fracking.

Mark Skinner, 1000 Miller Avenue, shared concerns regarding the health effects of fracking and asked the Mayor and Council to support a state-wide ban on fracking.

Councilman Bernard spoke about the harmful consequences of fracking and the need for the City to be

concerned about its neighbors as well. He stated that without the approval of the Mayor and Council, the City cannot sell water to fracking companies or allow fracking in the city limits. He stated Council would never vote to allow that to happen and he pledged his support as an individual to ban fracking.

Councilman Frazier stated he was opposed to fracking, but he was only one member of a five member Council. He stated he had conducted a non-scientific poll which resulted in a vote of 90% against fracking. Frazier further stated that he would like to see a resolution against fracking and would be working towards that goal.

Mayor Grim stated that based on the comments presented from Council tonight, the public in attendance was not only "preaching to the choir," but was also preaching to the wrong branch of government for their cause. He recommended that the group contact the senators and legislators who have already weighed in on this issue. He stated that according to the City Code, fracking is already not allowed in the city limits.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 8:09 p.m.

Minutes approved on _____

Mayor Brian K. Grim _____

Attest: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

Tuesday, February 7, 2017 at 5:00 p.m.

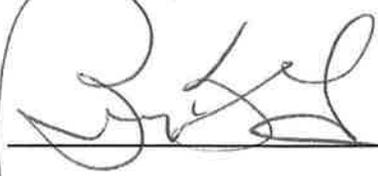
Second Floor Conference Room, City Hall

On Tuesday, February 07, 2017, the Mayor and City Council met in closed session at 5:00 p.m. in the second floor conference room of City Hall to discuss 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.

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 BERNARD and seconded by Cioni, Council voted 5-0 to close the session. No actions were voted upon and the meeting was adjourned at 6:07 p.m.

Authority to close the session was provided by the General Provisions Article of the Annotated Code of Maryland, Subsections 10-508 (a) (1) and (7).



Brian K. Grim, Mayor

Entered into the public record on 2/7/17.

“State of the City – 2017”

2016 was a very busy year for the City of Cumberland. We swore in a new Councilman in February of 2016, on Groundhog Day to be exact, and elected a new Councilman at the end of the year.

Running on an agenda of aggressive investment in infrastructure and bold efforts to advocate for economic development initiatives, the residents of Cumberland spoke loud and clear by re-electing Councilman Caporale to another four year term.

The challenges before the City continued to be the pressing issue driving the decisions of the Council and City Administration, as focus remained on investment into infrastructure and economic development, while simultaneously working on the growing drug epidemic. The City tackled growing challenges with financial decision making, recognizing that through 2016, the city continued to invest more than 100% of what it collects in property taxes, into public safety, while faced with a recent history of tax base decline due to assessment decreases. City leaders began significant financial and time investment into growing the tax base to continue to prevent city service cuts and tax rate increases, and when passing the 2017 budget, was proud to prevent tax rate increases or utility rate increases for water, sewer or trash services. But the Council recognized that difficult decisions still loom ahead in the short and long term future, as do financial obligations and commitments.

There is no question that our city finances remain fragile, but there's good news. Six years ago, the city was experiencing significant challenges financially. Within one year, the city had ended the dependency on tax anticipation notes. By year three, the city was “in the black.” And again in 2016, the city remained “in the black,” maintaining a positive fund balance. It hasn't been all easy decisions, but this Administration remained committed to being responsible financial stewards. We remained committed to moving Cumberland forward **without** tax rate increases. We've made tough choices but along with the City Administrator, the City Comptroller, and city staff, the city's bottom line has improved.

Things have gotten better in Cumberland and more than anything, I am happy to report to you that the state of our city is improving. At a time when we've paved more streets, removed more blight, and marketed our community for economic development and tourism, the achievements the city has made this past year are without a doubt the story of the year in our community!

The past year has been a busy one in Cumberland, but a productive one just the same. The Council and I established a vision for our community and together, Dave, Seth, Rock, Nicole and I worked to continue to move our city forward, before Eugene joined the team.

Throughout the year, the city has remained committed to delivering essential government services. While the financial situation has improved, there is still much more work to be done. And don't mistake the financial improvement for anything other than that necessary to effectively operate our city. Responsible stewardship of city funds has provided the capital our city needs to function every day rather than taking out massive, short term loans that cost city taxpayers tens or hundreds of thousands of dollars each year in interest. The city is turning the corner, but work continues and will continue for years to come.

This past year, we moved forward many initiatives. An economic development strategic plan that was completed and accepted by the Council just a few years ago, saw efforts further take shape. Several opportunity sites were identified in the plan after significant public input, and work became very visible to move sites forward, including in Downtown Cumberland and within the Rolling Mill Neighborhood. True to the Administration's commitment, the publicly vetted Economic Development Strategic Plan will not be a book end or a fixture on a shelf. This Administration showed in 2016, a commitment to actually following through with plans rather than paying for them to be drafted, only to sit for decades without action. This Administration took the bold steps to move our community forward, with an effort to grow the business community, increase economic development, create jobs, and grow the tax base of the city.

The city's unemployment rate continued to remain lower than in the recent past. While the unemployment rate in 2010 was 9.8%, in 2015, it was 6.7% and in 2016, it fell to the lowest in the past decade at 6.4%.

The City continued its commitment to making our cityscape green by planting 40 trees in coordination with other community groups and students and was named a Tree City USA for the 19th year. The one man department overseeing these activities also removed 35 unhealthy or interfering trees within the city.

The curbside recycling program completed its second full year of collections, initiated and begun with no additional cost to city residents. Over 300 tons of co-mingled glass bottles, plastic bottles, cans, cardboard and paper were collected, diverted away from the landfill and recycled. This constituted another increase in recycling.

The Parks and Recreation Department was awarded a Community Parks and Recreation Grant in the amount of \$278,000 for improvements to the Constitution Park Pool, which began in the Fall. Additional funds were awarded to renovate the Restroom and Concession Building at Cavanaugh Field. Tennis courts at Constitution Park were also renovated with work ongoing to improve the court area, even today.

The city completed the 102nd year of operation of the Evitt's Creek Water Company, specifically of the dam. The Cumberland Water Treatment Plant produced two billion, 693 million gallons of water for consumption. The Plant was recognized for 100% compliance of all state and federal regulations in 2016.

The wastewater treatment plant treated more than three and a half billion gallons of wastewater, over a billion more gallons than the water treatment plant produced for consumption. The wastewater treatment plant also received recognition for 100% compliance with state and federal regulations.

The wastewater collection and flood control departments worked cooperatively throughout the year with a staff of only 13, flushing out more than 36,500 feet – nearly 7 miles of sewer mains, mowing 450 acres of flood control property, and cleaning 100 catch basins and rebuilding 24 of them. The department also

removed trees on city owned parcels along the flood control and replaced motors, gears, pumps and doors to stations to keep the system in successful operation.

The Water Department, taking on most notably the replacement and repairs of water lines in the city, with a staff of just 12, repaired 584 leaks of water lines. More than 1,700 feet of water mains were replaced as well as 6 fire hydrants replaced.

The City's Streets and Parks Department, a combination of street crews and the parks maintenance staff, which work cooperatively, took on significant infrastructure needs, including maintenance of sidewalks, repairs of streets, mowing public property and maintaining city owned ball fields and park spaces.

During the year, 260 tons of blacktop patches were completed by the departments, ranging from utility cut repairs to larger repairs to city streets. Over 2,500 miles of city streets were cleaned by the street sweeper, with more than 200 tons of debris removed from the streets and transported to the landfill.

And through 32 snow and ice events, and 37" of snow and ice, the department deployed 2,500 tons of salt and deicer onto city streets. The same crews that in warm weather maintain the city's 12 ball fields and recreational areas transition into winter service as plow drivers, maintaining access throughout and around Cumberland. They mowed 110 acres of public property throughout the warm weather months. A pickle ball court was installed at the Mason Sports Complex.

Internally, the city paved portions of six streets, using department employees, laying more than 500 tons of asphalt. They also replaced or repaired 143 traffic and street signs.

In the fall, the department was responsible for the leaf collection program that resulted in 65 dump truck loads of leaves hauled away.

The City Fire Department responded to a record high number of calls again in 2016, surpassing the record set in 2015. More than 7,000 emergency incidents brought a response, of which 1,443 were fire calls and 5,615 were ambulance calls. More than 4,000 patients received transport services. This is an average of more than 19 calls per day. Despite a shrinking city tax base, calls for public safety

services continue to increase. The department decreased by four positions as a result of three retirements and one resignation.

Headed into 2016, Cumberland was able to maintain public safety services, despite a more than \$50 million taxable base decline over the preceding four years and a loss of \$25 million worth of assessable base in 2015, a trend resulting in fewer dollars being available to city government for continuity of services.

The Cumberland Police Department continued to hold national accreditation that was earned in 2015, from the Commission on Accreditation for Law Enforcement Agencies. The Department conducted its 8th consecutive Police Youth Summer Camp, with 50 students in middle school participating. PFC Chris Fraley was elected as the National Association of School Resource Officers as the Region 2 Director, encompassing Maryland, Virginia, West Virginia and Ohio. Through a partnership with the Allegany County Board of Education, PFC Jeremy Hedrick and his K-9 partner, Ralf, initiated a daily deterrent program for individuals attempting to bring drugs onto school property. Every CPD officer was trained on the administration of Narcan by the Allegany County Health Department, to reduce opioid overdose deaths and 57 individuals were administered Narcan by officers in 2016.

For the fourth consecutive year, the department received Governor's Office of Crime Control and Prevention funding for the Safe Streets initiative to reduce crime in the City of Cumberland. The department received a new armored tactical vehicle for use in high risk incidents from the federal government, at no cost to the City. Five new officers were hired in 2016 and together, the department handled 27,170 calls, an average of more than one call per citizen of the city, or an average of 74 calls per day. In part, to combat the heroin epidemic, the department was awarded the Governor's Office of Crime Control and Prevention Grant to continue Safe Streets efforts and to focus on the opioid epidemic. Additionally, the department developed the Drug Abatement Response Team, combining police resources and those of a counselor of the Western Maryland Health System to follow-up on overdose victims to assess their needs, share treatment information and encourage them to enter a recovery program. A Heroin Coordinator was also hired to track heroin statistics and share intelligence information about suppliers to aid in drug investigations.

The city held its second “National Night Out” event, aimed at promoting greater community engagement, strengthening of neighborhoods, and improving partnerships and neighborhood relationships with police officers.

The City worked with CSX to encourage bridge repairs on Washington Street, Cumberland Street, Fayette Street and the Greene Street Underpass, continuing to stress the importance of those passage ways, and ultimately resulting in a meeting with CSX, where CSX representatives proposed removal of the bridges rather than replacement, setting the stage for the city to continue a third year of attempting to find a solution to protect these important accessways.

Seventeen blighted residential properties were demolished across the city, with focus on the Maryland Avenue corridor into the City of Cumberland.

City code enforcement opened 204 new property maintenance or nuisance cases, processed permits for seven new residential units in the city, and worked to open the new Sleep Inn on the city’s Eastern border.

Community Legacy funds were awarded to the City for the purpose of encouraging more upper story redevelopment in Downtown Cumberland, allowing otherwise unused but in demand upper floors to host residents. Additionally, a Leasehold Improvement Grant allowed for specific capital improvement funding to businesses to encourage new business or expansion of businesses. In total, \$200,000 was awarded through these programs, assisting in the upper story redevelopment of two properties and the creation of new businesses or expansion of current businesses in seven other cases. These grants create visible results and also result in the creation of new jobs.

Staff and the citizen Historic Preservation Commission reviewed 49 Certificates of Appropriateness for renovation, updates, changes and improvements to business properties and homes within the historic district, highlighting the level of investment currently going on within the business community and residential property improvements.

The Jane Gates House on Greene Street was locally designated as a historic structure due to having been purchase by Jane Gates, a former slave, in 1871,

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where she raised her family just after the Emancipation Proclamation. The house remains in the Gates Family today.

The City reached an agreement with Allegany College and applied for funds to build a new softball field to be shared with the community and an announcement is pending.

One hundred twenty city staff hours were dedicated, along with just \$3,800, to develop a downtown wide free wifi service for visitors to the Downtown Mall. The service is free for users.

The City continued to see major street improvements including the completion of Centre Street paving. The Street Department paved nearly a half mile of city streets, with Columbia Gas matching that level of paving after replacing underground gas infrastructure. Over seven and a half miles of city streets were contracted out for repaving. Washington Street saw new asphalt, along with introduction of underground conduit to install period lighting in the future. Along Maryland Avenue, a long awaited project was completed with the rebuilding of several retaining walls and a sidewalk. Helen Street saw similar work with a retaining wall and sidewalk replacement that was overdue. Additional major paving work took place on Nemaquin Avenue, Richwood Avenue, and Eichner Avenue, to improve drainage.

The City continued to watch the improvements and investments into the Footer Dye Works Building in Downtown Cumberland, which now features a new finished roof, replacement windows, and an aggressive timeline for completion.

The City's efforts to lobby for state support for the mandated CSO upgrades at the wastewater treatment plant resulted in funding to bring the storage facility project to fruition, saving the users of the city's wastewater treatment facility tens of millions of dollars. The improvements will result in a cleaner Potomac River and fulfilling the state mandate, allowing the city to begin focusing on the second phase of the project, the installation of a new line with greater capacity from a pump station near Canal Place to the wastewater treatment plant, a required project that will likely cost approximately \$40 million, requiring state support once again.



Indeed, 2016 was a year of bold actions by the city, but not just from the Mayor and City Council. The leadership of the City Administrator, city department leaders and all city employees allowed a city with a shrunken tax base to continue to provide quality services.

Looking ahead to 2017, the city will continue to engage in growing its tax base, by reinvesting in neighborhoods, encouraging economic development, promoting programs such as Neighborhoods Matter to get residents the resources that they need and the enforcement necessary to improve residential dwellings. Bold efforts to promote significant tax base growth to continue critical city services will be a major focus for the city in 2017, again.

In fact, 2016 has brought about a significant list of achievements in one year. It's a bold list of efforts undertaken and successes achieved.

Yes, the state of our city is strong, despite a shrinking tax base, which will necessitate more changes throughout 2017 and beyond. When I say that our city is strong, there is a necessary asterisk on the word "strong." As city leaders, we will turn to the citizens for guidance in 2017 and beyond to solve the structural financial issues facing Cumberland. Citizens will have the opportunity and obligation to weigh in on how they want the city to continue to function with respect to taxes, public safety and reinvestment. With tens of millions of dollars worth of assessable tax base decline within recent years, challenges now exist with maintaining current services in the city. And every time that citizens turn to government for answers and expect more from government, those requests must be matched with new revenue streams, which would likely necessitate tax rate increases.

The City is faced with a very serious reality. When the industries that previously supported our city moved overseas and away from our community, they took with them a working class of people. Those people were the tax base of the city. And when those individuals followed work elsewhere, they didn't take with them streets, sidewalks, water lines and buildings. Instead, the city lost half of its tax base and retained all of the financial obligations of infrastructure meant to support double the population. Looking not into the distant future, but into the future of tomorrow, staring us in the face, this elected body will have the monumental task

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of shaping the long term future of Cumberland by deciding, along with continually requested citizen input, how will Cumberland continue to financially survive? We will turn to the citizens of this city with some stark realities, including that through 2016, more than 100% of what the city collected in property taxes was paid out annually in the form of public safety. We will recognize that in the past eight years, there has not been a tax rate increase. And we will acknowledge the importance of professional public safety services, along with a need to reinvest in our community. That's where we must hear from the citizens of this great city to answer the elephant in the room question. What do you want your city to look like in the next two, eight and twenty years? With local government able to only marginally shift the financial barometer, citizens must engage this elected body and clearly share their thoughts. Would you like to see cuts made to public safety services? I don't. Do you want your tax rates to be increased? I know I don't. Or do you want the hardest kind of government work to take place, which is reinvestment to grow the city's assessable tax base? Over the coming days, we must hear from the citizens of Cumberland with your voices, your letters and your actions. If, as a community, we are not willing to reinvest, change and grow, then we must take one of these other steps to hike taxes or cut services.

This is a time for change in Cumberland. It is a time for focus on business attraction, population growth and economic investment. Big, bold decisions will still have to be made to keep Cumberland on a positive trajectory.

I applaud residents for working with the city. I appreciate the dedication and devotion of all city staff for working to make our city a better place. And I appreciate the cooperation and efforts of the City Council for keeping our city strong.

This is a time for citizens to get engaged. **It is a time to build stronger relationships with other governmental partners, rather than take any chances to alienate them and jeopardize Cumberland's short and long term future.**

I can say with great confidence that 2017 will be a year of progress in Cumberland. Efforts will continue to improve housing inventory, including through blight reduction. Investments into neighborhoods will continue. Infrastructure projects will be a priority with more street paving to take place. And economic

development will play a major role in the year. We will continue to focus efforts on combating the heroin epidemic, encouraging existing and newly created resources to help those fighting addiction, and support police efforts to round up dealers and deliver them to the hands of the judiciary.

Cumberland is at a point of decision making. Citizens must weigh in on the question, will we continue to move forward with a progressive vision to create more economic opportunity and transform our community, or will we falter at the hands of fear and loathing of change? I believe this Administration has remained clear and consistent that we are optimistic, we believe in the potential for Cumberland, and we will support investment in growth opportunities.

I look forward to another successful year in 2017. And I welcome our newest member of the City Council team, as Councilman Frazier takes on these very real challenges and difficult decisions.

We're on the brink of some great changes that will help Cumberland. And 2017 is a year to continue being bold.



Regular Council Agenda
March 7, 2017

Description

Approval of the Regular Session Minutes for January 17 and February 7, 2017

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: March 07, 2017

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

THAT, the bid of Excavating Associates, Inc., P. O. Box 434, Ellerslie, MD 21529, for the AMTRAK Station Entryway Improvements – Baltimore Street Rail Connection (Project No. 11-14-M) in the estimated unit price of Three Hundred Eleven Thousand, Four Hundred One Dollars and No Cents (\$311,401.00), be and is hereby accepted; and

BE IT FURTHER ORDERED, that all other bids are hereby rejected.

Mayor Brian K. Grim

Budget:

\$243,103.00 TEP Grant Funds

\$40,000.00 CDBG NN15009

\$28,298.00 CDBG OO16009

Bids:

Company	Bid Amount
Excavating Associates	\$311,401.00
Shaffer Construction	\$332,084.00
Carl Belt, Inc.	\$343,196.00
HiTek Construction, Inc.	\$429,957.40
Lashley Construction, Inc.	\$448,088.30

City of Cumberland, Maryland

PROJECT INFORMATION	
Project Title:	Amtrak Station Entryway Improvements - Baltimore Street Rail Connection
Project Description:	Baltimore Street from George Street to Queen City Drive, and the Mechanic Street / Harrison Street Intersection
City Project No.:	11-14-M
State Contract No.:	AL4445125
FAP No.:	STP-3(477)E
Length of Contract:	90 Calendar Days

ENGINEER'S ESTIMATE	
Prepared By:	City of Cumberland, Maryland - Engineering Department
Date of Estimate:	November 7, 2016
BID OPENING	
Date and Time:	December 14, 2016 @ 2:30 PM
Location:	Council Chambers, City Hall, Cumberland, MD 21502

ITEM NO.	CATEGORY CODE	DESCRIPTION OF ITEM	UNITS	QTY.	UNIT PRICE	AMOUNT	Excavating Associates, Inc.		Shaffer Construction Co., Inc.		Carl Belt, Inc.		HITek Construction, Inc.		Lashley Construction Co., Inc.	
							UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1001	130850	Mobilization	LS	1	\$ 9,400.00	\$ 9,400.00	\$ 15,326.00	\$ 15,326.00	\$ 14,672.00	\$ 14,672.00	\$ 17,000.00	\$ 17,000.00	\$ 75,000.00	\$ 75,000.00	\$ 20,000.00	\$ 20,000.00
1002	130840	Construction Stakeout	LS	1	\$ 12,600.00	\$ 12,600.00	\$ 4,794.00	\$ 4,794.00	\$ 3,000.00	\$ 3,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00
1003	120500	Maintenance of Traffic (MOT)	LS	1	\$ 15,700.00	\$ 15,700.00	\$ 5,128.00	\$ 5,128.00	\$ 3,500.00	\$ 3,500.00	\$ 27,000.00	\$ 27,000.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00
1004	120625	Temporary Traffic Signs	SF	240	\$ 19.00	\$ 4,560.00	\$ 38.50	\$ 9,240.00	\$ 22.00	\$ 5,280.00	\$ 25.00	\$ 6,000.00	\$ 15.00	\$ 3,600.00	\$ 30.00	\$ 7,200.00
1005	120561	Hot Mix Asphalt for Maintenance of Traffic	TONS	20	\$ 250.00	\$ 5,000.00	\$ 162.70	\$ 3,254.00	\$ 175.00	\$ 3,500.00	\$ 132.00	\$ 2,640.00	\$ 200.00	\$ 4,000.00	\$ 225.00	\$ 4,500.00
1006	120743	Type III Barricade for Maintenance of Traffic	EACH	8	\$ 325.00	\$ 2,600.00	\$ 381.25	\$ 3,050.00	\$ 300.00	\$ 2,400.00	\$ 150.00	\$ 1,200.00	\$ 250.00	\$ 2,000.00	\$ 408.00	\$ 3,264.00
1007	120820	Drums for Maintenance of Traffic	EACH	20	\$ 110.00	\$ 2,200.00	\$ 82.80	\$ 1,656.00	\$ 85.00	\$ 1,700.00	\$ 25.00	\$ 500.00	\$ 50.00	\$ 1,000.00	\$ 90.00	\$ 1,800.00
1008	100000	Project Sign - Contractor Provided	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 822.00	\$ 822.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
1009	120800	Water Filled Barrier For Maintenance of Traffic - Furnished by the City of Cumberland	LF	72	\$ 110.00	\$ 7,920.00	\$ 16.75	\$ 1,206.00	\$ 50.00	\$ 3,600.00	\$ 27.00	\$ 1,944.00	\$ 50.00	\$ 3,600.00	\$ 70.00	\$ 5,040.00
1010	100000	Reset Water Filled Barrier	LF	72	\$ 55.00	\$ 3,960.00	\$ 11.25	\$ 810.00	\$ 50.00	\$ 3,600.00	\$ 27.00	\$ 1,944.00	\$ 25.00	\$ 1,800.00	\$ 20.00	\$ 1,440.00
1011	199020	Removal of Existing Pavement Marking Lines, Any Width	LF	250	\$ 1.25	\$ 312.50	\$ 7.50	\$ 1,875.00	\$ 3.20	\$ 800.00	\$ 3.00	\$ 750.00	\$ 5.00	\$ 1,250.00	\$ 3.50	\$ 875.00
1012	100000	CSX Flagging and Inspection Services - Allowance	UNITS	30000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
2001	201031	Class 1A Excavation (Contingent)	CY	5	\$ 55.00	\$ 275.00	\$ 136.40	\$ 682.00	\$ 70.00	\$ 350.00	\$ 100.00	\$ 500.00	\$ 1.00	\$ 5.00	\$ 5.00	\$ 25.00
3001	389056	Inlet Protection Devices	EACH	6	\$ 245.00	\$ 1,470.00	\$ 246.50	\$ 1,479.00	\$ 140.00	\$ 840.00	\$ 115.00	\$ 690.00	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00
3002	300000	Repair Existing Inlet	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 940.00	\$ 940.00	\$ 500.00	\$ 500.00	\$ 1,050.00	\$ 1,050.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
3003	340012	Install 12" HDPE Pipe (Contingent)	LF	10	\$ 150.00	\$ 1,500.00	\$ 71.40	\$ 714.00	\$ 280.00	\$ 2,800.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 214.00	\$ 2,140.00
3004	300000	Brick Masonry For Miscellaneous Structures	PER BRICK	30	\$ 5.00	\$ 150.00	\$ 11.50	\$ 345.00	\$ 8.00	\$ 240.00	\$ 30.00	\$ 900.00	\$ 500.00	\$ 15,000.00	\$ 7.86	\$ 235.80
3005	300000	Rain Leader (Contingent)	LF	20	\$ 50.00	\$ 1,000.00	\$ 36.80	\$ 736.00	\$ 20.00	\$ 400.00	\$ 40.00	\$ 800.00	\$ 1.00	\$ 20.00	\$ 14.00	\$ 280.00
3006	300000	Furnish and Install Manhole Frame and Cover (Contingent)	EACH	1	\$ 1,100.00	\$ 1,100.00	\$ 885.00	\$ 885.00	\$ 900.00	\$ 900.00	\$ 650.00	\$ 650.00	\$ 100.00	\$ 100.00	\$ 650.00	\$ 650.00
5001	524520	6" CR-6 Aggregate Base Course (Contingent)	SY	30	\$ 21.50	\$ 645.00	\$ 18.30	\$ 549.00	\$ 93.00	\$ 2,790.00	\$ 16.00	\$ 480.00	\$ 20.00	\$ 600.00	\$ 20.00	\$ 600.00
5002	504564	Superpave Asphalt Mix 19.0Mm For Full-Depth Patch, Pg 645-22, Level 2	TONS	30	\$ 155.00	\$ 4,650.00	\$ 217.50	\$ 6,525.00	\$ 180.00	\$ 5,400.00	\$ 260.00	\$ 7,800.00	\$ 500.00	\$ 15,000.00	\$ 400.00	\$ 12,000.00
5003	504560	Superpave Asphalt Mix 19.0Mm For Base, Pg 645-22, Level 2	TONS	15	\$ 100.00	\$ 1,500.00	\$ 155.00	\$ 2,325.00	\$ 250.00	\$ 3,750.00	\$ 302.00	\$ 4,530.00	\$ 300.00	\$ 4,500.00	\$ 430.00	\$ 6,450.00
5004	504530	Superpave Asphalt Mix 12.5Mm For Surface, Pg 645-22, Level 2	TONS	5	\$ 100.00	\$ 500.00	\$ 298.40	\$ 1,492.00	\$ 250.00	\$ 1,250.00	\$ 360.00	\$ 1,800.00	\$ 1,000.00	\$ 5,000.00	\$ 450.00	\$ 2,250.00
5005	500000	18" White Heat Applied Thermoplastic Pavement Markings	LF	100	\$ 18.00	\$ 1,800.00	\$ 23.44	\$ 2,344.00	\$ 24.00	\$ 2,400.00	\$ 20.00	\$ 2,000.00	\$ 21.60	\$ 2,160.00	\$ 25.00	\$ 2,500.00
5006	585625	24" White Heat Applied Thermoplastic Pavement Markings (Contingent)	LF	12	\$ 21.00	\$ 252.00	\$ 30.75	\$ 369.00	\$ 31.00	\$ 372.00	\$ 27.00	\$ 324.00	\$ 25.20	\$ 302.40	\$ 30.00	\$ 360.00
5007	500000	24" White Pavement Marking Paint Lines	LF	70	\$ 26.00	\$ 1,820.00	\$ 30.80	\$ 2,156.00	\$ 30.00	\$ 2,100.00	\$ 27.00	\$ 1,890.00	\$ 15.00	\$ 1,050.00	\$ 30.00	\$ 2,100.00
5008	500000	18" White Pavement Marking Paint Lines	LF	200	\$ 18.00	\$ 3,600.00	\$ 23.44	\$ 4,688.00	\$ 23.00	\$ 4,600.00	\$ 20.00	\$ 4,000.00	\$ 15.00	\$ 3,000.00	\$ 25.00	\$ 5,000.00
5009	585439	Pavement Marking Paint Legend and Symbols (Contingent)	SF	50	\$ 18.00	\$ 900.00	\$ 20.40	\$ 1,020.00	\$ 21.00	\$ 1,050.00	\$ 18.00	\$ 900.00	\$ 25.00	\$ 1,250.00	\$ 22.00	\$ 1,100.00
5010	585433	5" White Pavement Marking Paint Lines	LF	50	\$ 8.50	\$ 425.00	\$ 1.20	\$ 60.00	\$ 2.00	\$ 100.00	\$ 1.00	\$ 50.00	\$ 15.00	\$ 750.00	\$ 1.25	\$ 62.50
5011	585431	5" Yellow Pavement Marking Paint Lines	LF	100	\$ 8.50	\$ 850.00	\$ 1.20	\$ 120.00	\$ 2.00	\$ 200.00	\$ 1.00	\$ 100.00	\$ 15.00	\$ 1,500.00	\$ 1.25	\$ 125.00
5012	500000	8 Inch Portland Cement Concrete Pavement For Driveway - Mix 6	SY	50	\$ 20.00	\$ 1,000.00	\$ 143.30	\$ 7,165.00	\$ 130.00	\$ 6,500.00	\$ 155.00	\$ 7,750.00	\$ 300.00	\$ 15,000.00	\$ 180.00	\$ 9,000.00
6001	655120	Detectable Warning Surfaces for Curb Ramps	SF	200	\$ 60.00	\$ 12,000.00	\$ 30.85	\$ 6,170.00	\$ 30.00	\$ 6,000.00	\$ 31.00	\$ 6,200.00	\$ 20.00	\$ 4,000.00	\$ 50.00	\$ 10,000.00
6002	634110	Standard Type A Concrete Curb 8 Inch x 18 Inch	LF	510	\$ 73.00	\$ 37,230.00	\$ 69.10	\$ 35,241.00	\$ 55.00	\$ 28,050.00	\$ 65.00	\$ 33,150.00	\$ 50.00	\$ 25,500.00	\$ 80.00	\$ 40,800.00
6003	634310	Standard Type A Combination Curb and Gutter 12 Inch Gutter Pan 10 Inch Depth	LF	340	\$ 140.00	\$ 47,600.00	\$ 75.50	\$ 25,670.00	\$ 58.00	\$ 19,720.00	\$ 80.00	\$ 27,200.00	\$ 50.00	\$ 17,000.00	\$ 85.00	\$ 28,900.00
6004	634140	Standard Type C Concrete Curb 8 Inch x 13 Inch (Contingent)	LF	20	\$ 65.00	\$ 1,300.00	\$ 83.20	\$ 1,664.00	\$ 56.00	\$ 1,120.00	\$ 120.00	\$ 2,400.00	\$ 20.00	\$ 400.00	\$ 90.00	\$ 1,800.00
6005	634340	Standard Type C Combination Curb and Gutter 12 Inch Gutter Pan 10 Inch Depth (Contingent)	LF	20	\$ 120.00	\$ 2,400.00	\$ 86.80	\$ 1,736.00	\$ 58.00	\$ 1,160.00	\$ 125.00	\$ 2,500.00	\$ 20.00	\$ 400.00	\$ 90.00	\$ 1,800.00
6006	655115	5 Inch Reinforced Concrete Sidewalk	SF	3110	\$ 18.00	\$ 55,980.00	\$ 19.50	\$ 60,645.00	\$ 24.00	\$ 74,640.00	\$ 20.00	\$ 62,200.00	\$ 12.00	\$ 37,320.00	\$ 29.00	\$ 90,190.00
6007	600000	Mix No. 3 Concrete For Miscellaneous Structures	CY	2	\$ 500.00	\$ 1,000.00	\$ 607.50	\$ 1,215.00	\$ 230.00	\$ 460.00	\$ 350.00	\$ 700.00	\$ 1,000.00	\$ 2,000.00	\$ 450.00	\$ 900.00
6008	600000	Remove and Reset Existing Brick Sidewalk	SF	1035	\$ 38.00	\$ 39,330.00	\$ 27.40	\$ 28,359.00	\$ 32.00	\$ 33,120.00	\$ 22.00	\$ 22,770.00	\$ 40.00	\$ 41,400.00	\$ 27.00	\$ 27,945.00
6009	600000	Adjust Existing Curb Ramp	LF	42	\$ 35.00	\$ 1,470.00	\$ 25.50	\$ 1,071.00	\$ 45.00	\$ 1,890.00	\$ 156.00	\$ 6,552.00	\$ 100.00	\$ 4,200.00	\$ 90.00	\$ 3,780.00
6010	600000	Furnish and Install Edge Protection Railing	LF	30	\$ 145.00	\$ 4,350.00	\$ 130.80	\$ 3,924.00	\$ 105.00	\$ 3,150.00	\$ 140.00	\$ 4,200.00	\$ 100.00	\$ 3,000.00	\$ 118.00	\$ 3,540.00
7001	704345	Place and Furnish Topsoil 4 Inch Depth	SY	10	\$ 8.00	\$ 80.00	\$ 36.80	\$ 368.00	\$ 150.00	\$ 1,500.00	\$ 85.00	\$ 850.00	\$ 100.00	\$ 1,000.00	\$ 70.00	\$ 700.00
7002	705500	Turfgrass Establishment	SY	10	\$ 6.00	\$ 60.00	\$ 6.10	\$ 61.00	\$ 120.00	\$ 1,200.00	\$ 21.00	\$ 210.00	\$ 100.00	\$ 1,000.00	\$ 60.00	\$ 600.00
7003	715015	Shredded Hardwood Bark Mulch (Contingent)	SY	5	\$ 8.00	\$ 40.00	\$ 39.20	\$ 196.00	\$ 250.00	\$ 1,250.00	\$ 40.00	\$ 200.00	\$ 10.00	\$ 50.00	\$ 60.00	\$ 300.00
8001	800000	Adjust Existing Manhole Frame and Cover, 36"-42" Diameter	EACH	2	\$ 800.00	\$ 1,600.00	\$ 763.50	\$ 1,527.00	\$ 1,000.00	\$ 2,000.00	\$ 525.00	\$ 1,050.00	\$ 1,500.00	\$ 3,000.00	\$ 600.00	\$ 1,200.00
8002	800000	Adjust Existing Junction Box	EACH	1	\$ 250.00	\$ 250.00	\$ 676.00	\$ 676.00	\$ 500.00	\$ 500.00	\$ 155.00	\$ 155.00	\$ 5,000.00	\$ 5,000.00	\$ 325.00	\$ 325.00
8003	800000	Adjust Existing Water Meter Box	EACH	1	\$ 250.00	\$ 250.00	\$ 530.00	\$ 530.00	\$ 500.00	\$ 500.00	\$ 155.00	\$ 155.00	\$ 5,000.00	\$ 5,000.00	\$ 325.00	\$ 325.00
8004	800000	Remove and Reset Existing Sign Post	EACH	2	\$ 185.00	\$ 370.00	\$ 409.00	\$ 818.00	\$ 600.00	\$ 1,200.00	\$ 115.00	\$ 230.00	\$ 500.00	\$ 1,000.00	\$ 225.00	\$ 450.00
8005	801605	Sheet Aluminum Signs	SF	35	\$ 25.00	\$ 875.00	\$ 46.20	\$ 1,617.00	\$ 58.00	\$ 2,030.00	\$ 37.00	\$ 1,295.00	\$ 100.00	\$ 3,500.00	\$ 60.00	\$ 2,100.00
8006	800000	Street Name Signs (Contingent)	EACH	2	\$ 85.00	\$ 170.00	\$ 226.50	\$ 453.00	\$ 325.00	\$ 650.00	\$ 145.00	\$ 290.00	\$ 100.00	\$ 200.00	\$ 80.00	\$ 160.00
8007	801130	Square Perforated Tubular Steel Sign Posts	EACH	10	\$ 200.00	\$ 2,000.00	\$ 371.30	\$ 3,713.00	\$ 195.00	\$ 1,950.00	\$ 215.00	\$ 2,150.00	\$ 500.00	\$ 5,000.00	\$ 200.00	\$ 2,000.00
8008	800000	Excavation and Backfill for Conduit	CY	25	\$ 600.00	\$ 15,000.00	\$ 465.60	\$ 11,640.00	\$ 1,400.00	\$ 35,000.00	\$ 415.00	\$ 10,375.00	\$ 200.00			



Larry Hogan, **Governor**
Boyd K. Rutherford, **Lt. Governor**
Pete K. Rahn, **Secretary**
Gregory C. Johnson, **Administrator**

February 24, 2017

Mr. John DeVault
Engineering Specialist
City of Cumberland
57 N. Liberty Street
Cumberland MD 21502

Reference: Concurrence in Award
Subject: Amtrak Station Entryway Improvements-Baltimore Street Rail Connection – City of Cumberland
Contract No. BC AL4445125
FAP No. STP-3(477)E

Dear Mr. DeVault:

This letter is to acknowledge receipt of the contract bid documents and the request for The Maryland Department of Transportation's State Highway Administration (SHA) "Concurrence in Award" (CIA) for the Amtrak Station Entryway Improvements-Baltimore Street Rail Connection. SHA is in agreement with the City of Cumberland's decision to award the project to the lowest bidder, Excavating Associates, Inc., P.O. Box 434, Ellerslie, MD 21529 and has recommended notice to proceed per the CIA approval letter (see attached). Excavating Associates, Inc., bid of \$311,455.00 was approximately 11.14 percent above the Engineer's Estimate of \$350,444.50.

On February 25, 2015, a Memorandum of Understanding between SHA and the City of Cumberland was executed, including the project's Transportation Enhancement Project (TEP) federal cap of \$243,103.00. The balance of the project, plus all cost overruns, will be paid by the City of Cumberland utilizing other funding sources.

The City of Cumberland is required to coordinate construction inspection and material testing with SHA to satisfy TEP requirements. To coordinate materials testing from the Materials Management Division, please contact Ms. Kris Wells, SHA Area Materials Engineer, at 301-842-2406 or via email at KWells1@sha.state.md.us. Please coordinate the construction phase and project activities (preconstruction, field meetings, change orders, etc.) with Mr. Stephen Bucy, Assistant District 6 Engineer - Construction, at 301-729-8411 or via email at SBucy@sha.state.md.us.

Maryland Department of Transportation
State Highway Administration

707 North Calvert St., Baltimore, MD 21202
410.545.0300 | TTY 800.735.2258 | roads.maryland.gov

My telephone number/toll-free number is _____

Mr. John DeVault
Page Two

Prior to the approval of any extra work orders and the closeout report, SHA is required to monitor the project's reimbursement status. The City's hard copy request for reimbursement, such as paid invoices, should be submitted to Ms. Christy Bernal, SHA Transportation Alternatives (TA) Program Manager, and a copy emailed to Mr. Stephen Bucy, who will also review and coordinate any concerns to the TA Program Manager. Ms. Bernal may be reached at 410-545-5659 or via email at cbernal@sha.state.md.us.

Please provide a copy of the final executed contract, as soon as it is available, to Mr. Matthew Troutman, SHA District Equal Employment Opportunity Officer, who is also copied on this letter. Please contact Mr. Troutman at 301-729-8492 or via email at mtroutman@sha.state.md.us to discuss delivery.

The successful development, advertisement, and award of this project are directly linked to the continuous perseverance of numerous talented project team members from the City of Cumberland and SHA. Please extend our appreciation to your team for their assistance and cooperation.

If you have questions or concerns regarding the attached CIA, please contact me or Ms. Christy Bernal at 410-545-5659 or via email at cbernal@sha.state.md.us. We look forward to collaborating with the City of Cumberland on this project.

Sincerely,



Eric Beckett, Chief
Regional and Intermodal Planning Division

Attachment

- cc: Ms. Christy Bernal, TA Program Manager, SHA
- Mr. Stephen Bucy, Assistant District 6 Engineer, SHA
- Mr. Matthew Troutman, Office of Equal Opportunity, SHA
- Ms. Kris Wells, Area Material Engineer, SHA

MEMORANDUM

**TO: Tim Smith, PE
Deputy Administrator
Chief Engineer for Operations**

**FROM: Steven J. Marciszewski
Director
Office of Construction**

DATE: February 15, 2017

**SUBJECT: Local Jurisdiction Project
Contract No. AL4445125
FAP No. STP-3(477)E
Amtrak Station Entryway Improvements-Baltimore Street
Rail Connection – City of Cumberland**

City of Cumberland, through Mr. John DeVault, Engineering Specialist, City of Cumberland, 57 N. Liberty Street, Cumberland, MD 21502, is requesting the Administration's Concurrence in the Award of the subject contract to Excavating Associates, Inc., P.O. Box 434, Ellerslie, MD 21529. This bid meets the established criteria of responsibility under our Governing Specifications.

Bids were opened on December 14, 2016 and prices were quoted by five (5) contractors. The low bid of \$311,455.00 is \$39,043.50 or 11.14% below the Engineer's Estimate of \$350,444.50.

This project has a cap on the Federal Funds of \$243,103.00. The balance of the project, plus all cost overruns, will be paid by the City of Cumberland utilizing other funding sources.

The "Contractor Affirmative Action Program" document is included as part of the Proposal Form. This document does not require action by the Administration prior to award.

This contract will be administered in accordance with Exempt Procedures.

AL4445125

Page 2

I therefore recommend that this Administration concur in the City of Cumberland's request to award this contract to Excavating Associates Inc. at the quotation of \$311,455.00.

A Bid Tabulation, Bid Analysis, Bid/Proposal Affidavit, Right-of-Way Certification and Experience & Equipment Certification are attached.

SJM:fb



Tim Smith, PE
Deputy Administrator
Chief Engineer for Operations



Regular Council Agenda
March 7, 2017

Description

Order accepting the bid of Excavating Associates for the Amtrak Rail Connection Project (Project No. 11-14-M) in the estimated unit price of \$311,401.00

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award City Project 11-14-M for the Amtrak Entryway Improvements Project to the low responsive bidder, Excavating Associates, in the estimated unit price of \$311,401.00. This project will include ADA upgrades from Canal Street to Queen City Drive, including the group work needed for a new Pedestrian Signal at the Mechanic and Harrison Streets intersection to be installed by City crews. Four other bids were received: Shaffer Construction, \$332,084.00, Carl Belt Inc, \$343,196.00, HiTek Construction, Inc. \$429,957.40 and Lashley Construction \$448,088.30.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$311,401.00

Source of Funding (if applicable)

\$243,103.00 TEP Grant Funds

\$40,000.00 CDBG NN15009

\$28,298.00 CDBG OO16009

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

ORDER NO. _____

DATE: March 7, 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 Robert Conteh ("Seller") for the property and improvements thereon located at 321-323 Pennsylvania Avenue, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Book 2205, Page 91, Tax Account No 04-027949, for the purchase price of Ten Thousand Dollars (\$10,000.00); 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 **Robert Conteh** ("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 321-323 Pennsylvania Avenue, Cumberland, MD 21502 which are described in the deed recorded in the Land Records of Allegany County, Maryland in Book 2205, Page 91 and identified as Tax ID No. 04-027949 (hereinafter referred to as the "Property").

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Ten Thousand Dollars (\$10,000.00), 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 RC _____ 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 _____

Robert Conteh

Date _____

2/27/17



J. H. ...

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 321-323 Pennsylvania Avenue, Cumberland, MD 21502

Legal Description: Allegany County Land Records Book 2205, Page 91

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

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

Owner  _____ Date 2/27/17

Robert Conteh

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

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

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

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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

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

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

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

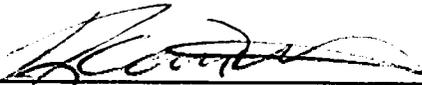
Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

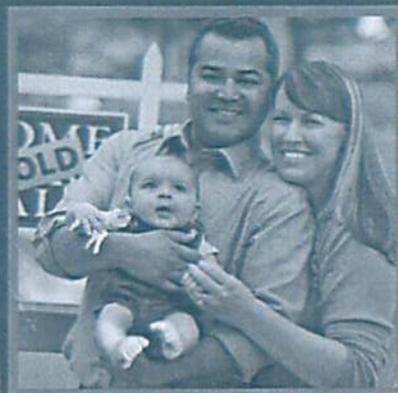
Buyer: _____ Date: _____
Mayor and City Council of Cumberland,
by Brian K. Grim, Mayor

Seller:  _____ Date: 2/27/17
Brian Conteh
REBER

IMPORTANT!

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

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



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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

EPA-747-K-12-001
September 2013

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

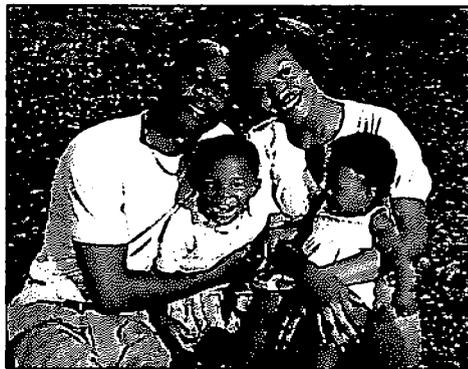
Lead Gets into the Body in Many Ways

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-BJ)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

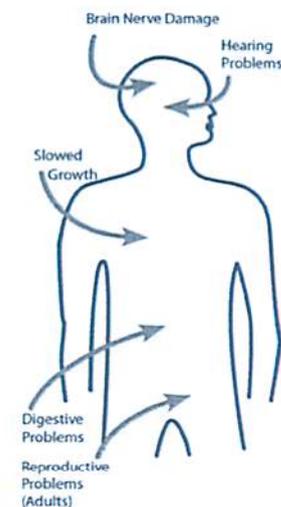
Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Other Sources of Lead

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

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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

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

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

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



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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Reducing Lead Hazards, continued

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

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

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

Reducing Lead Hazards

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

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



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

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.

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



Regular Council Agenda
March 7, 2017

Description

Order authorizing a Contract of Sale with Robert Conteh for the City's purchase of 321-323 Pennsylvania Avenue for \$10,000.00; 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: March 7, 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 Judith Yaider, Donna Lee Struntz, and John William Wilson, Jr. ("Seller") for the property and improvements thereon located at 32 Virginia Avenue, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Book 1236, Page 303, Tax Account No 04-033280, for the purchase price of Five Thousand Dollars (\$5,000.00); 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 **Judith Yaider, Donna Lee Struntz and John William Wilson, Jr.** ("Sellers") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

1. **Property Description.** Sellers do agree to sell to Buyer, and Buyer does agree to purchase from Sellers, all of the real property and the improvements thereon located at 32 Virginia, Avenue, Cumberland, MD 21502 which are described in the deed recorded in the Land Records of Allegany County, Maryland in Book 1236, Page 303 and identified as Tax ID No. 04-033280 (hereinafter referred to as the "Property").

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Five Thousand Dollars (\$5,000.00), 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. Sellers shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Sellers shall be responsible for legally evicting any tenants who may have been leasing the Property.
- B. Sellers shall be responsible for the termination and disconnection of all utility services to the Property.
- C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

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

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

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

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

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

10. **Deed and Title.** Upon payment of the Purchase Price, a deed for the Property containing covenants of special warranty and further assurances shall be executed at Buyer's expense by Sellers, 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.

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

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

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

Lease Agreement containing an option to purchase provision in which case the disclosure or disclaimer statement must be delivered to the purchaser before the execution of the contract).

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

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

- () Property Disclosure Statement
- (X) Property Disclaimer Statement

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

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

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

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

Sellers represent and warrant to Buyer intending that Buyer rely upon such warranty and representation, that the property: was constructed prior to 1978. Sellers and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Sellers and Buyer. Sellers 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 Sellers acknowledge by their respective initials below that they have read and understand the provisions of this section.

_____ Buyer's Initials JAY OLS _____ Seller's Initials JW

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

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

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

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

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

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

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

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

WITNESS:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

By: _____
Brian K. Grim

Date



_____ *Judith A. Yaider*
Judith Yaider

_____ 2-14-17
Date



_____ *Donna Lee Struntz*
Donna Lee Struntz

_____ 2-14-17
Date

ECKER


_____ *John William Wilson, Jr.*
John William Wilson, Jr.

_____ 2-14-17
Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 32 Virginia Avenue, Cumberland, MD 21502
Legal Description: Allegany County, Maryland Land Records Book 1236, Page 303

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

Seller Judith A. Yaider Date 2-14-17
Judith Yaider

Seller Donna Lee Struntz Date 2-14-17
Donna Lee Struntz

Seller John William Wilson, Jr. Date 2-14-17
John William Wilson, Jr.

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.

Sellers' 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).

John Kelly
2009

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

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

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

John Kelly
2009

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

Buyer's Acknowledgment (initial)

- (c)___ Buyer has received copies of all information listed above.
- (d)___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e)___ Buyer has (check (i) or (ii) below):
 - (i)___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii)___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

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

Seller Judith A. Yaider Date: 2-14-17
Judith Yaider

Seller Donna Lee Struntz Date: 2-14-17
Donna Lee Struntz

Seller John William Wilson, Jr. Date: 2-14-17
John William Wilson, Jr.



Regular Council Agenda
March 7, 2017

Description

Order authorizing a Contract of Sale with Judith Yaider, Donna Lee Struntz, and John William Wilson, Jr. for the City's purchase of 32 Virginia Avenue for \$5,000.00; 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: March 7, 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 Nicholas Walters ("Seller") for the property and improvements thereon located at 305 Arch Street, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Deed Liber 497, folio 828, Tax Account No 04-038495, for the purchase price of Twelve Thousand, One Hundred Fifty-three Dollars and Eighty-one Cents (\$12,153.81); 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 **Nicholas Walters** ("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 305 Arch Street, Cumberland, MD 21502 which are described in the deed recorded in the Land Records of Allegany County, Maryland in Deed Liber 497, folio 828 and identified as Tax ID No. 04-038495 (hereinafter referred to as the "Property").

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Twelve Thousand One Hundred Fifty-Three Dollars and Eighty-One Cents (\$12,153.81), 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.
- D. Seller shall acquire legal title to the Property.

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

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

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

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

9. **Adjustments.** All public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners' association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, and excluding real estate taxes are to be adjusted and apportioned as of the date of settlement. Current year real property taxes are to be paid by Seller, with liability for subsequent year taxes to be assumed 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 prepare the deed effecting the conveyance of this transaction. Said deed shall be subject to Buyer's review and approval in advance of settlement.

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

12. **Settlement.** Settlement shall occur no later than ninety (90) days after the effective date of this Contract.

13. **Notice Of Disclosure Or Disclaimer Statements.** Buyer is advised that under Maryland law (Real Property Article, Section #10-702), a purchaser is entitled to receive from a

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

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

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

- () Property Disclosure Statement
- (X) Property Disclaimer Statement

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

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

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

Based Paint Disclosure form. The seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement.

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

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

_____ Buyer's Initials NRW _____ 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

Nicholas Walters

Nicholas Walters

2-23-2017

Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 305 Arch Street , Cumberland, MD 21502
Legal Description: Allegany County, Maryland Land Records Deed Liber 497, folio 828

NOTICE TO SELLER AND PURCHASER

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

- 10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:
1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
 2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
 3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
 4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
 5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
 7. A sale of unimproved real property.

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

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

Owner Nick Walters Date 2-23-2017
Nicholas Walters

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

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

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

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

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

Date: _____

Seller: *Nick Walters*
Nicholas Walters

Date: 2/23/2017

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



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/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

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**.

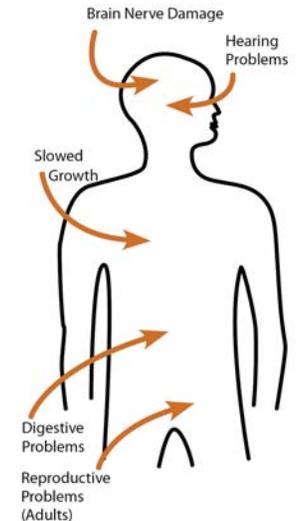
Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

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](https://www.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](https://www.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](https://www.epa.gov/lead).

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Reducing Lead Hazards, continued

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

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

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

Reducing Lead Hazards

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

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



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](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

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.

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



Regular Council Agenda
March 7, 2017

Description

Order authorizing a Contract of Sale with Nicholas Walters for the City's purchase of 305 Arch Street for \$12,153.81; 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: March 07, 2017

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

THAT, the City Solicitor be and is hereby authorized to provide notice to the respective parties of the Mutual Aid Agreement for Fire and EMS Protection dated September 1, 2003 that the Mayor and City Council of Cumberland intend to terminate said Agreement in accordance with Section 9 of the Agreement; and

BE IT FURTHER ORDERED, that the City Solicitor be and is hereby authorized to provide notice to the respective parties of the Mutual Aid Agreement for EMS Protection dated January 22, 2010 that the Mayor and City Council of Cumberland intend to terminate said Agreement in accordance with Section 8 of the Agreement.

Mayor Brian K. Grim

**MUTUAL AID AGREEMENT
FOR FIRE AND EMS PROTECTION**

RECEIVED
NOV - 5 2003
CUMBERLAND FIRE DEPT.
OFFICE OF THE FIRE CHIEF

THIS AGREEMENT. entered into this 1 day of September, 2003, by and between the Barton Fire Department, Baltimore Pike Fire Department, Bedford Road Fire Department, Bowling Green Fire Department, Bowman's Addition Fire Department, Clarysville Fire Department, Corriganville Fire Department, Cresaptown Fire Department, Cumberland Fire Department, District 16 Fire Department, Ellerslie Fire Department, Flintstone Fire Department, Frostburg Ambulance Service, Frostburg Fire Department, Georges Creek Ambulance Service, Goodwill Fire Department, Hazardous Incident Response Team, LaVale Fire Department, LaVale Rescue Squad, Luke Fire Department, McCoolle Fire Department, Midland Fire Department, Mt. Savage Fire Department, Oldtown Fire Department, Orleans Fire Department, Potomac Fire Department, Rawlings Fire Department, Shaft Fire Department, Tri-Towns EMS, and the Allegany County Fire Police.

WITNESSETH:

WHEREAS, the respective parties hereto have certain firefighting, emergency medical, and special operations equipment and personnel to operate same; and

WHEREAS, each of the parties hereto recognizes that there exists the possibility that there can be emergencies and certain circumstances wherein said firefighting, emergency medical, special operations equipment and personnel, as maintained by each of them individually, may not be adequate to afford full and complete protection to inhabitants within each of their respective areas of operation; and

WHEREAS, the parties mutually desire hereto that, in the event of such situation as

WHEREAS, the parties mutually desire hereto that, in the event of such situation as aforesaid, the firefighting, emergency medical equipment and personnel of the other parties be made available to them.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the respective parties hereto agree and contract as follows:

1. That in the event any party hereto, because of emergency or unusual circumstances, should require additional firefighting protection, emergency medical assistance, or special operations above and beyond that which said party can furnish in its own behalf from its own resources, and as determined by the chief or other appropriate designated authority of said party, then in that event, upon the call of said requesting authority to an appropriate designated authority of any of the other parties hereto, such responding party may send firefighting or other medical emergency equipment and personnel to the location or locations directed by the requesting authority.

2. That the nature and extent of assistance furnished by either party to the other shall be determined on the basis of the prevailing needs of fire protection, emergency medical, or special operations assistance in the area of the said responding party. The rendering of assistance under the terms of this Agreement shall not be mandatory; however, the responding party receiving the request of assistance should immediately inform the requesting party by means of oral, wire, fax or hand-delivered communication whether assistance can or cannot be rendered.

3. The appropriate designated authority of the requesting party shall assume full charge of the operations; however, he may, in his discretion, request a senior officer of a

responding party's firefighting, emergency medical, and special operations equipment and personnel shall be under the immediate supervision of, and shall be the immediate responsibility of, the senior officer of the responding party's fire department who shall in turn be under the supervision of the head of the requesting party's fire department.

4. The appropriate designated authorities of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours, consistent with local security requirements and, as is feasible, to jointly conduct pre-fire inspections and drills.

5. The appropriate designated authorities of the parties to this Agreement are authorized to meet and draft any detailed plans and procedures of operation in addition to those which are attached hereto and incorporated herein to assure that good faith efforts are utilized to effectively implement this Agreement and reduce the risk of loss to all parties to this Agreement. Such supplemental plans and procedures of operations shall become effective upon ratification by the appropriate signatory parties.

6. That neither party hereto shall be charged by the other party for services rendered for fire protection.

7. That each of the parties hereto agrees to waive any and all claims against the other party, which may arise out of its activities, including travel, outside its respective jurisdiction under the Agreement. Also, each of the parties hereto requesting the service of another party hereto shall defend, indemnify and save harmless such other responding party from all claims by third parties for property damage or personal injury which may arise out of the activities, including travel, of the parties during such service outside of

their respective jurisdictions; provided, however, that a requesting party need not indemnify the party providing assistance if: (1) the party providing assistance does not cooperate in defending against claims made by third parties, or (2) the third party claims arise out of malicious acts of the party providing assistance; all as provided in Article 38A, Section 37, of the Annotated Code of Maryland, as amended.

The Agreement to indemnify shall in no way be construed to constitute a waiver of any immunity by the requesting party or the responding party, which either might enjoy, and the requesting party shall be able to raise all defenses available to, or which might be raised by, the responding party.

8. Any individual who sustains an injury while engaged in and arising out of any activity under this Agreement is entitled to any or all benefits available to the individual under the Maryland Worker's Compensation Act, as the primary remedy to reimburse the individual for expenses for medical bills, loss of earnings and disability arising under or as a result of this Agreement. Under this Agreement for the purposes of any workers' compensation or other law or benefit which would accrue to personnel, paid or volunteer, who are performing any service anywhere for a fire, rescue, or emergency medical services entity of the State of Maryland, or elsewhere, under any mutual aid agreement, said personnel shall be held and considered to have performed that service in the course of employment and in the line of duty in order to fully qualify for any benefits otherwise accruing.

9. The terms of this Agreement shall extend indefinitely, provided, however, that any party hereto may terminate its participation in this Agreement, at any time, and for

whatever reason, by serving upon the other parties hereto a ninety (90) day advance written notice to that effect.

10. This Agreement shall supersede any and all similar agreements, verbal or written, that may have been previously executed.

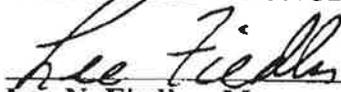
11. Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine and neutral gender.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Aid Agreement to be signed by their authorized officers and their respective seals to be affixed hereto.

ATTEST:



**CITY OF CUMBERLAND
MAYOR & CITY COUNCIL**

By: 

Lee N. Fiedler, Mayor

ATTEST:

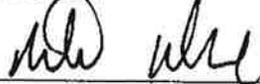


Barton Fire Department

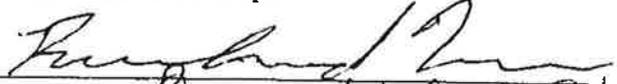
By: 

Name & Title: Wayne R. Rounds Chief

ATTEST:

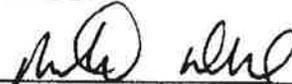


Baltimore Pike Fire Department

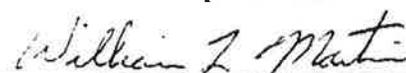
By: 

Name & Title: Richard Warr Chief

ATTEST:



Bedford Road Fire Department

By: 

Name & Title: William L. MARTIN Chief

ATTEST:

Mike L. Delore

Bowling Green Fire Department

By: Shannon Adams
Name & Title: Shannon Adams Fire Chief

ATTEST:

William Adams

Bowman's Addition Fire Department

By: Jeremy Jack
Name & Title: Jeremy Jack Fire Chief

ATTEST:

Rich Atkinson

Clarysville Fire Department

By: Rich Atkinson
Name & Title: Rich Atkinson Chief

ATTEST:

Mike Porten

Corriganville Fire Department

By: Mike Porten
Name & Title: Mike Porten Chief

ATTEST:

Daniel W. Upstater

Cresaptown Fire Department

By: Daniel W. Upstater
Name & Title: Chief Daniel W. Upstater

ATTEST:

Gregory O. Boyd

District 16 Fire Department

By: Gregory O. Boyd
Name & Title: Fire Chief

ATTEST:

William Adams

Ellerslie Fire Department

By: Richard Delore
Name & Title: Richard Delore, Chief

ATTEST:

William Adams

Flintstone Fire Department

By: Steve Bowman Chief
Name & Title: Steve Bowman Chief

ATTEST:

David L. Ogden

Frostburg Ambulance Service:

By: David L. Ogden
Name & Title: David L. Ogden, Captain

ATTEST:

Gary E. Timmons

Frostburg Fire Department

By: Gary E. Timmons
Name & Title: Gary E. Timmons, Chief

ATTEST:

Gerald J. Cook

Georges Creek Ambulance Service

By: Gerald J. Cook
Name & Title: Gerald J. Cook, President

ATTEST:

Woodrow Nightingale Jr.

Goodwill Fire Department

By: Woodrow Nightingale Jr.
Name & Title: Woodrow Nightingale Jr. Chief

ATTEST:

Tim Crowden

Hazardous Incident Response Team

By: Tim Crowden
Name & Title: Tim Crowden Loan Coordinator

ATTEST:

Brian Holtbrook

LaVale Fire Department

By: Brian Holtbrook
Name & Title: Brian Holtbrook Chief

ATTEST:

William Adams

LaVale Rescue Squad

By: Kenneth L May
Name & Title: KENNETH L MAY PRESIDENT

ATTEST:

William Adams

Luke Fire Department

By: Wayne R. Rounds
Name & Title: Wayne R. Rounds Chief

ATTEST:

William Adams

McCoole Fire Department

By: Charles E Pearce Jr
Name & Title: Charles E Pearce Jr - Chief

ATTEST:

William Adams

Midland Fire Department

By: Harry J DeLuca Jr
Name & Title: Harry J DeLuca Jr Chief

ATTEST:

William Adams

Mt. Savage Fire Department

By: Gerard McEgan
Name & Title: GERARD MCGEGAN Pres

ATTEST:

William Adams

Oldtown Fire Department

By: Kenneth Wolford Jr
Name & Title: Kenneth Wolford Jr Chief

ATTEST:

William Adams

Orleans Fire Department

By: Janet M. Elkin
Name & Title: Janet M. Elkin

ATTEST:

William Adams

Potomac Fire Department

By: Timothy F. Dayton
Name & Title: Timothy F. Dayton - Fire Chief

ATTEST:

Michael F. McKevris

Rawlings Fire Department

By: Michael F. McKevris
Name & Title: Michael F. McKevris - President

ATTEST:

Bryan K. Miller

Shaft Fire Department

By: Scott A. Yates
Name & Title: Scott A. Yates - Fire Chief

ATTEST:

William Adams

Tri-Towns EMS

By: Robert D. White
Name & Title: Robert D. White - EMS Chief

ATTEST:

Park C. Williams

Allegany County Fire Police

By: Park C. Williams
Name & Title: Park C. Williams - Chief

MUTUAL AID AGREEMENT FOR EMS PROTECTION

THIS MUTUAL AID AGREEMENT FOR EMS PROTECTION ("Agreement") is entered into and effective this 22nd day of January, 2010, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the "City") and the **BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY** (the "County").

RECITALS:

WHEREAS, the City has a fire department that has certain firefighting and emergency medical services ("EMS") equipment and the personnel to operate same;

WHEREAS, the County's Department of Public Safety has obtained certain EMS equipment and has retained personnel to operate the same;

WHEREAS, historically, through mutual aid agreements with the volunteer fire departments located in Allegany County, Maryland, the City has provided a greater measure of assistance with respect to EMS to the County than the County has provided to the City;

WHEREAS, a mutual aid agreement entered into by and between the City and the volunteer fire departments located within Allegany County, Maryland, the Mutual Aid Agreement for Fire and EMS Protection dated September 1, 2003 (the "VFD Agreement"), shall not be affected by the terms of this Agreement except as specifically provided for herein in Sections 3 and 6 hereinafter;

WHEREAS, in light of the County's acquisition of EMS equipment and its retention of personnel, each of the parties hereto recognizes that there exists the possibility that there can be emergencies and certain circumstances wherein the EMS equipment and personnel, as maintained by each of them individually, may not be adequate to afford full and complete protection to inhabitants within each respective area of operation; and

WHEREAS, the parties mutually desire hereto that, in the event of such situation as aforesaid, the EMS equipment and personnel of the other parties be made available to them, subject to the terms and conditions of the hereinafter set forth Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the respective parties hereto agree and contract as follows:

1. **VFD Agreement.** The terms and provisions of this Agreement shall not supercede the VFD Agreement and the VFD Agreement shall remain in full force and effect, except that Section 3 of this Agreement shall control with respect to the times and circumstances whereby the City will send its EMS personnel and equipment to assist the County and the volunteer fire departments located within Allegany County, Maryland and Section 6 of this Agreement shall now control with respect to the payment required from the County to the City for EMS provided by the City to the County under this Agreement and to the County, through the volunteer fire departments located within Allegany County, Maryland, under the VFD Agreement. Otherwise, this Agreement shall supersede any and all similar agreements, verbal or written, that may have been previously entered into by the parties hereto, except as otherwise provided herein.

2. **Requests for Assistance.** That in the event either party hereto, because of emergency or unusual circumstances, should require additional EMS assistance above and beyond that which said party can furnish on its own behalf from its own resources, and as determined by the chief or other appropriate designated authority of said party, then, in that event, upon the call of said requesting authority to an appropriate designated authority of any of the other party hereto, such responding party may send EMS equipment and personnel to the location or locations directed by the requesting authority. It is understood and agreed that calls for assistance from the County to the City may emanate from the volunteer fire departments. The City shall respond to those calls subject to the limitations set forth hereinafter.

3. **Limitations on Provision of Assistance.**

3.1. **Prevailing Needs Limitation.** The nature and extent of assistance

provided by either party to the other shall be determined on the basis of the prevailing needs for EMS assistance in the area of the said responding party.

3.2. Assistance Not Mandatory. The rendering of assistance under the terms of this Agreement shall not be mandatory; however, the responding party receiving the request of assistance should immediately inform the requesting party by means of oral, wire, fax or hand-delivered communication as to whether assistance can or cannot be rendered.

3.3. Additional Limitations. At present, the County, through its Department of Public Safety, employs five (5) paramedics whose job duties include rendering EMS to the citizens of Allegany County. Their works hours are 6:00 a.m. until 4:00 p.m. Mondays through Fridays. During the times the County's paramedics are on duty, regardless of the number of paramedics on duty or then employed by the County, the County may not make calls for assistance from the City and the City will not provide assistance unless all of the County's paramedics are unavailable or the circumstances are such that the County's personnel and equipment are insufficient to respond adequately to the incident giving rise to the call for assistance. During the times the County's paramedics are on duty and unavailable to respond, when they are on duty but cannot respond adequately due to insufficient resources, or when the County's paramedics are not on duty, the City shall provide EMS to and for the benefit of the County subject to the limitations set forth in Sections 3.1 and 3.2 above. In support of the City's commitment to provide back-up assistance outside of the City, Allegany County will provide an additional ambulance adjacent to the City which may be done in partnership with neighboring EMS organizations. The purpose for the placement of this unit and personnel will serve to reduce the number of calls the City is currently making outside of the City during daytime hours, and provide necessary backup to City units as may be needed. The County will staff this unit Monday through Friday 6 AM to 4 PM beginning in January 2010. Effective July 1, 2010, Allegany County will provide for one additional medic to support this unit which will be assigned a shift beginning at 4:00 PM and ending at 12:00 AM.

4. Control over Operations. The appropriate designated authority of the requesting party shall assume full charge of the EMS operations at the scene where EMS

are required. However, he may, in his discretion, request that a senior officer in charge of a responding party's firefighting or EMS personnel and equipment assume control of operations and that senior officer shall then, in turn, be under the supervision of the head of the requesting party's fire department or Department of Public Safety, as applicable.

5. Communication/Cooperation. The appropriate designated authorities of the parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's facilities for guided familiarization tours. The appropriate designated authorities of the parties to this Agreement are authorized to meet and draft any detailed plans and procedures of operation in addition to those which are set forth herein to assure that good faith efforts are utilized to effectively implement this Agreement and reduce the risk of loss for all parties to this Agreement. Such supplemental plans and procedures of operations shall become effective upon the execution of an amendment to this Agreement by the appropriate signatory parties.

6. Fee for Services. In that the City provides a significant level of assistance to the County, the County shall pay the City the sum of \$21,000.00 for the provision of EMS under the terms of this Agreement for a period of 6 months. During the period of this Agreement the parties hereto agree to evaluate the effectiveness of the program changes identified in section 3.3 prior to entering into a new agreement on or before July 1, 2010.

The parties agree to hold an evaluation meeting on or about April 1, 2010 to review the status of this Agreement. Although this Agreement contains provisions relative to the provision of advanced life support services with paramedics, this Agreement does not address the compensation to be paid by the County to the City in return for those services, whether said services are rendered through direct assistance to the County or indirectly through the volunteer fire departments located in Allegany County, Maryland, it being understood that the compensation for said services is subject to a prior unwritten agreement of the parties and may be the subject of an oral or written agreement entered into after the date of this Agreement. It is understood that, for purposes of the tax differential computation, all amounts payable by the County to the City under the terms of this Agreement will be included in Row A (Actual Appropriations) and said amounts will also be included in Row F (County Wide

Expenses) it being intended that the payment of said compensation shall have no affect upon the amounts payable by the County to the City for the tax differential.

6. Statutory Provisions.

7.1. Waiver of Claims. In accordance with Section 7-103(c) of the Public Safety Article of the Annotated Code of Maryland, as amended from time to time, each of the parties hereto agrees to waive any and all claims against the other party, which may arise out of its activities, including, but not limited to, travel, outside its respective jurisdiction under this Agreement.

7.2. Indemnification. In accordance with Section 7-103(b) of the said Public Safety Article, as amended from time to time, each of the parties hereto requesting the services of the other party hereto shall defend, indemnify and save the responding party harmless from all claims by third parties for property damage or personal injury which may arise out of the activities, including, but not limited to, travel, of the responding party during such service outside of their respective jurisdictions; provided, however, that a requesting party need not indemnify the party providing assistance if (1) the party providing assistance does not cooperate in defending against claims made by third parties or (2) the third party claims arise out of malicious acts of the party providing assistance. The County's obligations to indemnify the City, as set forth in this Section 7.2, shall extend to and include those circumstances wherein the volunteer fire departments located within Allegany County request EMS assistance from the City. The indemnification provisions set forth herein shall in no way be construed to constitute a waiver of any immunity by the requesting party or the responding party, which either might enjoy. Further, the requesting party shall be able to raise all defenses available to or which might be raised by the responding party.

8. Agreement Term. The terms of this Agreement shall extend indefinitely, provided, however, that any party hereto may terminate its participation in this agreement, at any time and for whatever reason, by serving upon the other parties hereto a thirty (30) day advance written notice to that effect. In the event of the termination of this Agreement, the City shall refund the prorated portion of the annual fee provided for in Section 6 above to the County.

9. Governing Law. This Agreement shall be construed, interpreted and

enforced under the laws of the State of Maryland. This Agreement is and shall be enforceable with an action commenced in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland and the parties hereto agree to be subject to the jurisdiction of such courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts is commenced in an inconvenient forum or a forum lacking proper venue.

10. Gender/Conjugation. Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine and neuter gender.

11. 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 Agreement. 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 Agreement.

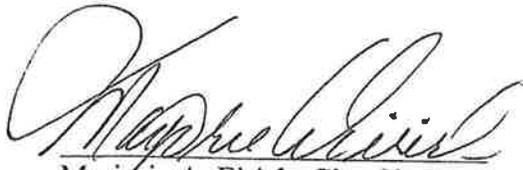
12. Entire Agreement. With the exception of the parties agreement regarding payment for advanced life support services with paramedics referenced in Section 6 above, this Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Agreement may not be modified except in a subsequent writing signed by all of the parties to this Agreement.

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

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

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

WITNESS/ATTEST:

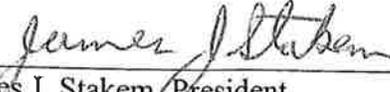

Marjorie A. Eirich, City Clerk

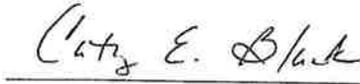
**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

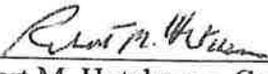
By:  (SEAL)
Lee N. Fiedler, Mayor

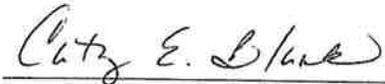
**BOARD OF COUNTY
COMMISSIONERS OF ALLEGANY
COUNTY**

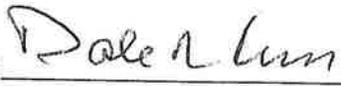


By:  (SEAL)
James J. Stakem, President



By:  (SEAL)
Robert M. Hutcheson, Commissioner



By:  (SEAL)
Dale R. Lewis, Commissioner



Regular Council Agenda
March 7, 2017

Description

Order authorizing the City Solicitor to provide a notice to the respective parties of the Mutual Aid Agreement for Fire and EMS Protection dated 9/1/03 and the Mutual Aid Agreement for EMS Protection dated 1/22/10, that the City intends to terminate said Agreements within ninety (90) days from the date of notification

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)