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

AGENDA

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

DATE 3/1/2016

***Pledge of Allegiance**

I. ROLL CALL

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation of City Star to Autumn Gibson in recognition of her heroic actions in saving the lives of her family members during a home fire on January 27, 2016

III. DIRECTOR'S REPORT

(A) Police

1. Police Department Monthly Report for January, 2016

(B) Fire

1. Fire Department Monthly Report for January, 2016

(C) Public Works

1. Maintenance Division Monthly Report for January, 2016
2. Utilities Division & Central Services Monthly Report for January, 2016
3. Engineering Division Monthly Report for January, 2016

IV. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the closed session minutes of December 15, 2015, and January 5 and 11, 12, and 19, 2016

V. PUBLIC HEARINGS

(A) Public Hearing to: a) allow for staff comment on the 2016 CDBG Annual Plan, and b) allow the opportunity for local non-profit agencies to express their needs for 2016 CDBG funding

VI. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a City of Cumberland Deferred Loan Agreement made by Olive Richardson regarding property at 469 Williams Street has been fully paid

2. Order authorizing the Sole Source purchase of replacement doors for the City Flood Control Pump Stations from Marshall Ruby and Sons in the estimated cost of $45,000.00

3. Order authorizing a Contract of Sale with Judith A. Sarver, Personal Representative of the Estate of Milton L. Sarver, for property at 461 Goethe Street for the purchase price of $2,000 and authorizing acceptance of the deed provided settlement contingencies are met

4. Order authorizing the execution of a contract with the Cumberland Economic Development Corporation (CEDC) under which the CEDC shall provide project administration for the Upper Story Redevelopment Program, funded by the Community Legacy Program in an amount not to exceed $100,000, for the period 2/16/16 - 6/30/18

5. Order awarding the distribution of $44,440.75 in Neighborhoods Matter grant funding, supported by the Community Legacy Program, to assist projects at 436 Goethe Street, 441 Goethe Street, 348 Baltimore Avenue, the 300-400 block of Waverly Terrace, and 424 Goethe Street

6. Order appointing Council Members and designated staff and representatives to various boards and commissions

7. Order authorizing the use of open containers of alcohol in certain defined areas of the downtown from 12:00 PM on March 12, 2016 through 2:00 Am on March 13, 2016 for the Hooley Pub Crawl; with the exception that open glass containers shall not be permitted

8. Order appointing Joseph M. Snyder to the Historic Preservation Commission to fill the unexpired term of Cheri Yost, which shall be effective this date through December 31, 2016

9. Authorizing the execution of Amendment No. 1 to the Maryland Bikeways Grant Agreement for the Frederick and Bedford Street Bike Improvements Project (No. 11-13-M) as approved June 16, 2015, by Order No. 25832, to extend the term of the original agreement to November 30, 2016

10. Order authorizing the execution of Amendment No. 1 to MD Bikeways Grant for the C&O Trail Connections Project as approved on July 7, 2015 by Order No. 25835, to extend the term of the original agreement to November 30, 2016

11. Order authorizing the execution of an Encroachment Agreement with First Peoples Community Federal Credit Union for the purpose of installing a handicap ramp for ADA accessibility at 153 Baltimore Street

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VIII. ADJOURNMENT

Regular Council Agenda
March 1, 2016

Description

Presentation of City Star to Autumn Gibson in recognition of her heroic actions in saving the lives of her family members during a home fire on January 27, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 1, 2016

Description
Police Department Monthly Report for January, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland Department of Police

Monthly Report

January 2016

Item # 2

City of Cumberland Department of Police

Monthly Report

January 2016

Part 1 Crimes for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Aggravated Assaults	2	0	B & E (All)	23	27	Murder	1	0	Rape	0	2
Robbery	4	1	Theft - Felony	3	4	Theft - Vehicle	2	1			

Selected Criminal Complaints for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Theft - Misdemeanor	29	20	Theft - Petty	37	42	Domestic Assaults	20	30	CDS	43	59
Disturbances	167	180	DOP/Vandalism	31	14	Indecent Exposure	0	1	Sex Off - Other	3	2
Suicide	2	0	Suicide - Attmpt.	3	3	Tampering M/V	0	0	Abuse - Child	0	3
Trespassing	13	6	Assault on Police	1	0	Assault Other	36	35			

Selected Miscellenous Incidents for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Alcohol Volations	4	2	Juvenile Compl.	7	15	Missing Persons	4	6	School Resource	64	50
School Threat	0	1	Sex Off. Regist.	30	31	Truancy	12	11	Death Investigation	6	12

Selected Traffic Incidents for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
DWI	6	8	Hit & Run	17	29	M/V Crash	64	70	Traffic Stop	372	439

Selected Service Calls for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Alarms	51	63	Assist Motorist	36	48	Check Well-Being	73	85	Foot Patrol	1	44
Assist Other Agency	50	61	Bike Patrol	0	0	Special Events	2	3	Suspicious Activity	64	49

Arrests Totals for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
M/V Citations	66	71	M/V Warnings	294	331	Adult Crim.	151	125	Juvenile Crim.	16	17

	2015	2016
Total Incidents Reported :	**1,872**	**2,105**

Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JANUARY 2016

SWORN PERSONNEL: 49 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	8 officers
Squad 2A	9 officers
Squad 2B	9 officers
C3I/C3IN	6 officers
School Resource	2 officers
Academy	0 officers

CIVILIAN EMPLOYEES: 6 full time, 6 part time

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

LEAVE REPORT

VACATION TAKEN: 721 HOURS — YEAR TO DATE (beginning 7/1/15): 6344 HOURS

COMP TIME USED: 275 HOURS — YEAR TO DATE (beginning 7/1/15): 1201 HOURS

SICK TIME USED: 268 HOURS — YEAR TO DATE (beginning 7/1/15): 1612 HOURS

OVERTIME REPORT

OVERTIME WORKED: 250 HOURS — YEAR TO DATE (beginning 7/1/15): 3450 HOURS

HOSPITAL SECURITY: 88 HOURS — YEAR TO DATE (beginning 7/1/15): 884 HOURS

COURT TIME WORKED: 63 HOURS — YEAR TO DATE (beginning 7/1/15): 478 HOURS

TRAINING REPORT

45 OFFICERS TRAINED FOR 404 HOURS — YEAR TO DATE (beginning 7/1/15) 2366 HOURS

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

January 2016 totals for warrant initiative, broken down by agency:

CPD	5 arrests	5 warrants served	
ACSO	2 arrests	2 warrants served	
MSP	0 arrests	0 warrants served	
FPD	0 arrests	0 warrants served	
C3I	5 arrests	5 warrants served	
C3IN	0 arrests	0 warrants served	
OTHER	2 arrests	2 warrants served	(West Virginia State Police)
TOTALS	**14 arrests**	**16 warrants served**	

Of these, Detective David Broadwater arrested 14 people and served 16 warrants.

He opened 8 "Fugitive" investigations and made arrests in 5 existing cases, for a total of 13 cases generated for the month.

SIGNIFICANT CASES:

1.) On 01/13/2016 Detective Broadwater learned of a suspect who was wanted on three different warrants for Failure to Appear (original charges – Theft and CDS violations). After learning that the warrants had been issued Detective Broadwater responded to a known location for the suspect and placed him under arrest without incident.

2.) On 01/16/2016, a Saturday when he was off on regular leave, Detective Broadwater received a call from the West Virginia State Police, requesting assistance in locating and arresting two suspects wanted in West Virginia for a burglary and theft of firearms. Detective Broadwater responded from his home. He located both suspects and was able to place both under arrest within a few hours after receiving the request for assistance.

CPD ACTIVITY
OUTSIDE CPD JURISDICTION

JANUARY 2016

On January 27, 2016, CPD Officers assisted the Allegany County Sheriff's Office with a homicide investigation in the area of Uhl Highway just east of the city limits. During this investigation, CPD officers were the primary units and managed the investigation until ACSO units arrived. Further, throughout the investigation, CPD officers including CERT assisted with numerous activities associated with the investigation. This case was eventually closed by arrest.

On January, 15, 2016, CPD officers assisted Allegany County Sheriff Office units with a motor vehicle accident in the area of McMullen Highway and Milnor Avenue. CPD Officers assisted county units with traffic control.

Regular Council Agenda
March 1, 2016

Description
Fire Department Monthly Report for January, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Cover Memo

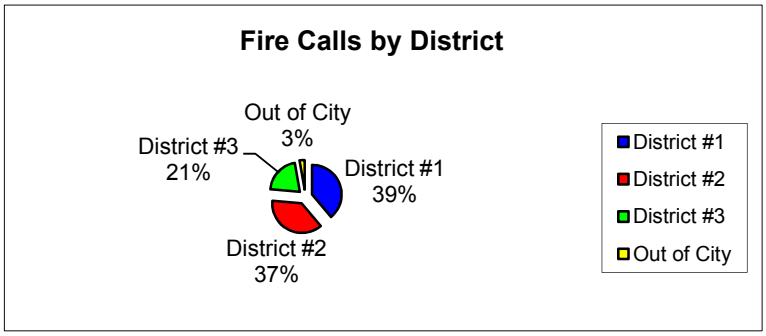
Item # 3

REPORT OF THE FIRE CHIEF FOR THE MONTH OF JANUARY, 2016
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 144 Fire Alarms:

Responses by District:

District #1	56
District #2	54
District #3	30
Out of City	4
	144



Number of Alarms:

Regular Alarms Answered	141
Working Alarms Answered	2
Second Alarms Answered	1
	144

Calls Listed Below:

Property Use:

Public Assembly	6
Educational	1
Institutional	4
Residential	95
Stores and Offices	7
Storage	1
Special Properties	30
	144

Type of Situation:

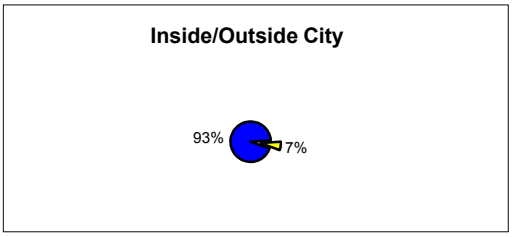
Fire or Explosion	10
Overpressure	1
Rescue Calls	78
Hazardous Conditions	13
Service Calls	11
Good Intent Calls	15
False Calls	16
	144

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in January:	$1,460.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$18,190.00
Fire Service Fees for Fire Calls Paid in January:	$790.00
Total Fire Service Fees Paid in FY2015:	$5,710.00

Fire Service Fees for Inspections and Permits Billed in January:	$50.00
Fire Service Fees for Inspections and Permits Paid in January:	$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$550.00

Cumberland Fire Department Responded to 452 Emergency Medical Calls:

In City Calls	422
Out of City Calls	30
Total	452



Cumberland Fire Department provided 12 Mutual Aid Calls:

11	Mutual Aid calls within Allegany County
1	Mutual Aid calls outside of Allegany County
12	

Bowman's Addition VFD	2
Corriganville VFD	1
Cresaptown VFD	3
District #16 VFD	3
LaVale Volunteer Rescue Squad	1
Tri-Towns Volunteer Rescue Squad	1
Hyndman Area Rescue Squad	1
	12

Cumberland Fire Department provided 20 Paramedic Assist Calls:

12	Paramedic Assist calls within Allegany County
8	Paramedic Assist calls outside of Allegany County
20	

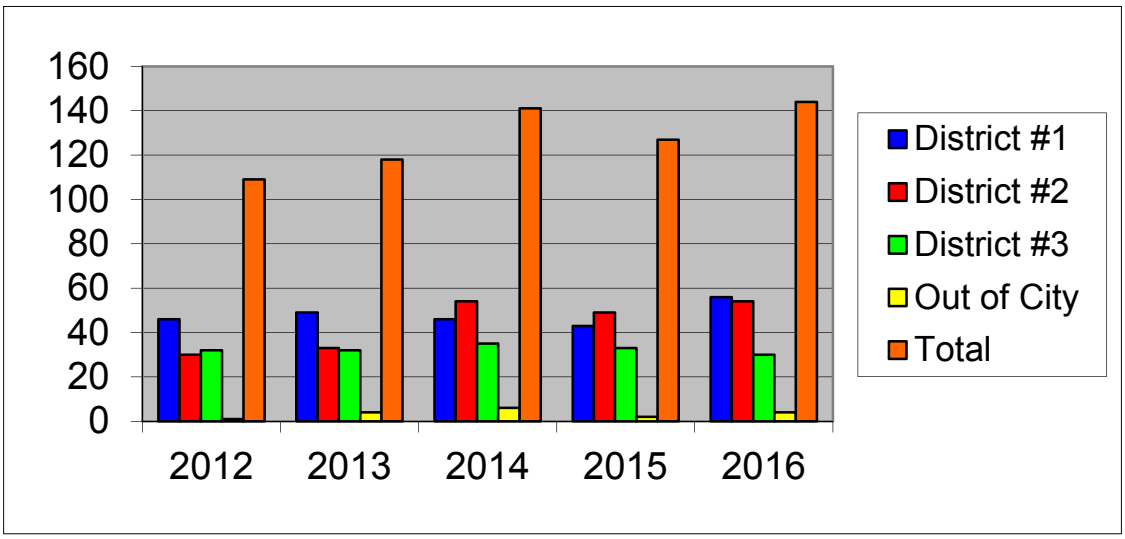
Cresaptown VFD	9
Flinstone VFD	3
Paw Paw VFD	3
Ridgeley VFD	2
Short Gap VFD	1
Springfield Area Rescue Squad	1
Wiley Ford VFD	1
	20

Total Ambulance Fees Billed by Medical Claim-Aid in January:	$115,404.00
Ambulance Fees Billed Fiscal Year to Date:	$788,583.12
Ambulance Fees Paid: Revenue received in January:	$81,730.90
FY2016 Ambulance Fees Paid in FY2016:	$509,419.23
Total Ambulance Fees Paid in FY2016:	$663,536.05

(All ambulance fees, previous and current fiscal years, paid in FY2016.)

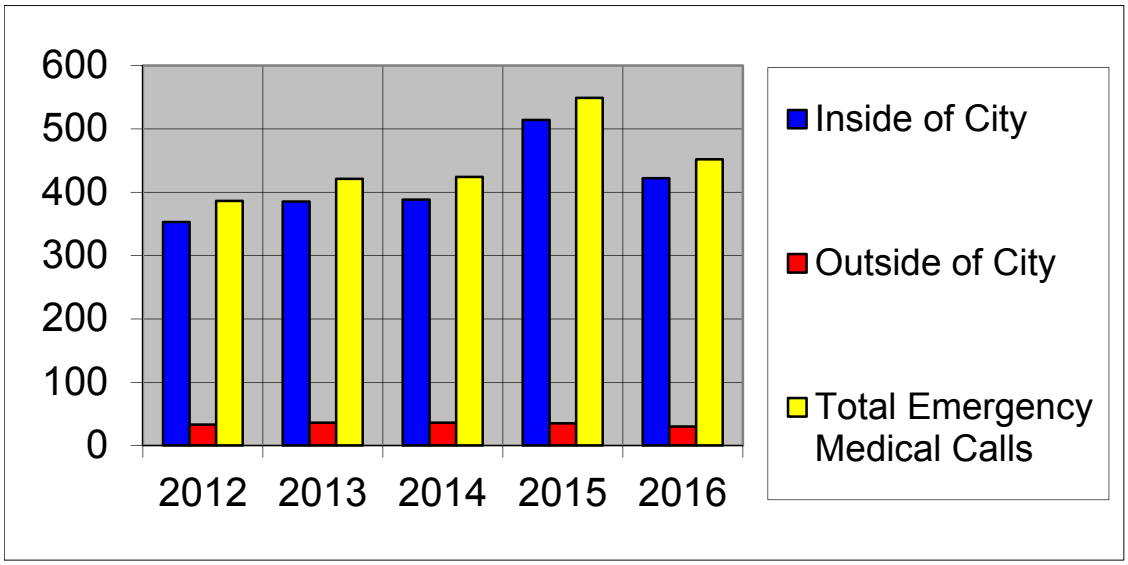
Fire Calls In the Month of January For Five-Year Period

	2012	2013	2014	2015	2016
District #1	46	49	46	43	56
District #2	30	33	54	49	54
District #3	32	32	35	33	30
Out of City	1	4	6	2	4
Total	109	118	141	127	144



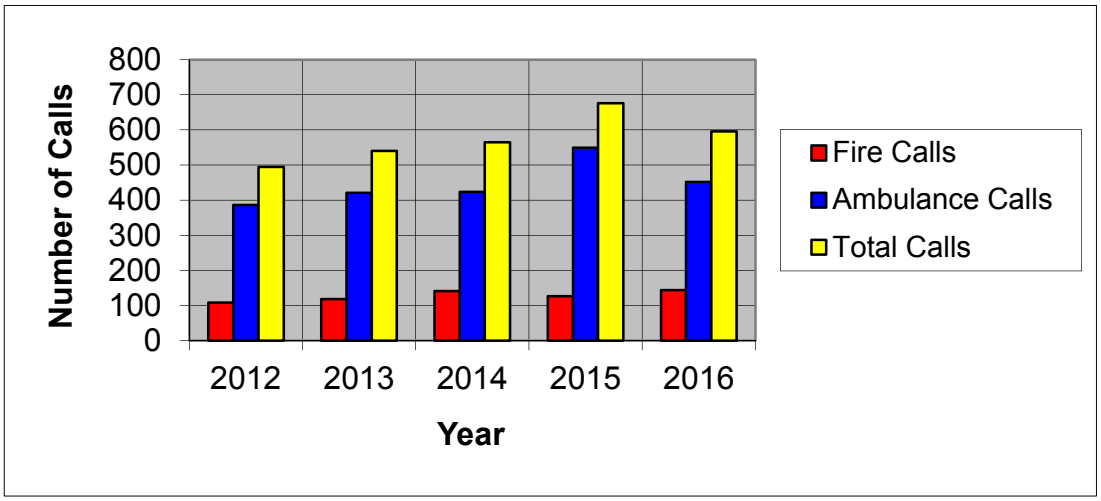
Ambulance Calls in the Month of January for Five-Year Period

	2012	2013	2014	2015	2016
Inside of City	353	385	388	514	422
Outside of City	33	36	36	35	30
Total Emergency Medical Calls	386	421	424	549	452



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

	2012	2013	2014	2015	2016
Fire Calls	109	119	141	127	144
Ambulance Calls	386	421	424	549	452
Total Calls	495	540	565	676	596



Training

Training Man Hours: 134.00
Training Listed Below:

Safety	12.00
Apparatus Check Procedures	24.00
Cold Weather Operations	11.00
AED Automatic External Defibrillator	40.25
BLS Pharmacology	6.75
12-Lead EKG	9.00
Hose Lines	13.50
Physical Fitness	8.50
Water Supply	9.00
	134.00

Fire Prevention Bureau

Complaints Received	1
Conferences Held	66
Correspondence	12
Inspections Performed	19
Investigations Conducted	7
Plan Reviews	2
Pre-Plans conducted by Crews	6

Personnel

Lieutenant/EMT-B Stephen L. Grogg was promoted to Management Captain on January 17, 2016. He filled the vacancy created due to Samuel I. Wilson's promotion to Battalion Chief.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
March 1, 2016

Description
Maintenance Division Monthly Report for January, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Cover Memo

Item # 4

MAINTENANCE DIVISION REPORT

January 2016

Street Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JANUARY 2016

- POTHOLES AND COMPLAINTS
  - Potholed 10 days using approximately 4.5 ton of cold mix.

- UTILITY HOLE REPAIR
  - No utility holes repaired this month due to weather.

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
  - Installed/Repaired 7 Traffic Control Signs.
  - Installed/Repaired 5 Street Name Signs.

- MISCELLANOUS
  - SNOW REMOVAL-18 days with 24 shifts of overtime.
  - Received 33” of snow.
  - Refilled Salt Barrels 2 days.
  - Cleaned snow equipment 3 days.
  - Installed guardrail for Flood Control.

STREET MAINTENANCE - JANUARY 2016		Jan 3-9	Jan 10-16	Jan 17-23	Jan 24-30	TOTAL
SERVICE REQUEST COMPLETED						0
PAVING PERFORMED	TONS					0
CONCRETE WORK	CY					0
UTILITY HOLES REPAIRED	WATER					0
	SEWER					0
	CY					0
	TONS					0
POTHOLES FILLED	STREETS					0
	ALLEYS					0
	DAYS	5	3	2		10
	Cold Mix	x	x	x		0
	TONS					0
PERMANENT PATCH	CY					0
	TONS					0
COMOLAINTS RECEIVED	CY					0
	TONS					0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		7				7
STREET NAME SIGNS REPAIRED/INSTALLED		5				5
PAINTING PERFORMED	BLUE	1				1
	YELLOW	1				1
	RED					0
PAVEMENT MARKINGS INSTALLED	No.					0
STREET CLEANING	LOADS					0
	MILES					0
SWEEPER DUMPS HAULED TO LANDFILL	TONS					0
SALT BARRELLS - Set out/Re-Fill	DAYS		1	1		2
CLEANED BALTIMORE ST. UNDERPASS						0
CLEAN SNOW EQUIPMENT	Days		1	2		3
BRUSH REMOVAL/TREE WORK	Days					0
Check Drains/Clean Debris	DAYS					0
Guardrail install for Flood Control	1/4/16					
Remove Xmas Tree from Downtown Mall	1/6/16					
Snow Removal	**11-7**	**7-3**	**3-11**	**Sidewalks**	**Pre-treat**	
1/8/16 Freezing Rain			2 trks 4 hrs			
1/9/2016 Icy Spots	1 trk	1 trk	1 trk			
1/10/16 Icy Spots	1 trk					
1/11/16 Icy Spots			1 trk 4 hrs			
1/12/2016			5 trks 6 hrs			
1/13/16	5 trks	6 trks - 2 hrs	1 trk	x		
1/18/16	3 trks	1 trk				
1/19/16				x		
1/20/16			3 trks			
1/21/16	2 trks	put chains on				
1/22/16		7 trks - 2 hrs	9 trks			
1/23/2016	9 trks	9 trks	7 trks			
1/24/2016	8 trks	7 trks /2 backhoes	6 trks /2 backhoes			
1/25/2016	1 trk	5 trks	4 trks			
1/26/2017		haul snow	haul snow			
1/27/2016		haul snow	haul snow	x		
1/28/2016		haul snow	haul snow	x		
1/29/2016				x		

Fleet Maintenance
January 2016

Total Fleet Maintenance Projects	**94**
Street Maintenance	15
Snow Removal	23
DDC	0
CPD	9
Water Distribution	5
P & R Maintenance	5
CFD	6
Sewer	4
Code Enforcement	1
Flood	0
PIP	0
WWTP	0
Engineering	3
Facility Maintenance	0
Fleet Maintenance	0
Central Services	0
Municipal Parking	0
Public Works	0
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	16
Field Service Calls	7
Total Work Orders Submitted	**29**
Risk Management Claims	**0**
Fork Lift Inspections	**0**

Regular Council Agenda
March 1, 2016

Description
Utilities Division & Central Services Monthly Report for January, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND

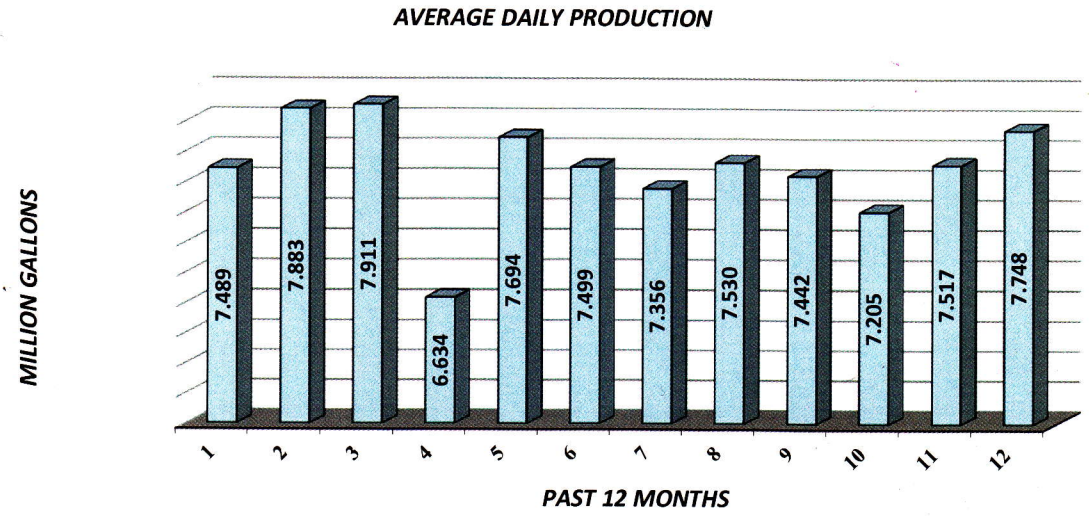
UTILITY DIVISION AND CENTRAL SERVICES MONTHLY REPORTS

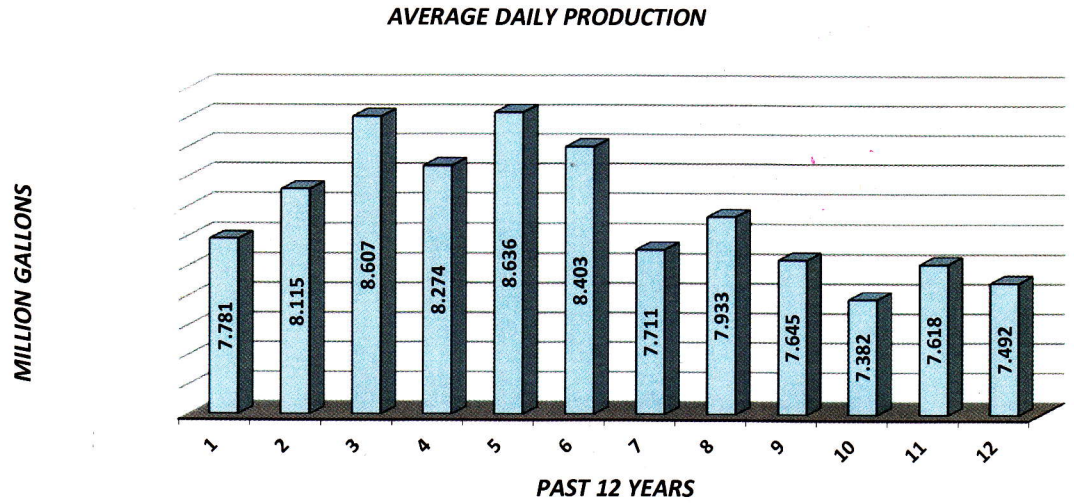
January 2016

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

MONTHLY UTILITY REPORT

JANUARY 2016





BRIEF LISTING of EVENTS

- *100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS*
- *105 PREVENTATIVE MAINTENANCE TASKS COMPLETED/ 1,300 WATER ANALSIS PERFORMED/ LAKES AT 100% CAPACITY*
- *TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7*
- *NEW SODIUM HYPOCHLORITE PROJECT IS CURRENTLY 95% COMPLETE*
- *APPROXIMATELY 250,000 GALLONS PER DAY OF WATER DUE TO LEAKS IN SERVICE AREAS BEING PROVIDED WATER FROM THE FT. HILL & BROWN AVE. WATER STORAGE TANKS.*
- *PENNSYLVANIA DEPT. OF ENVIRONMENT PERFORMED INSPECTION FOR NPDES COMPLIANCE..... WAITING FOR REPORT.*
- *APPLIED LABORATORY SERVICES IS NOW PERFORMING CONTRACTUAL LABORATORY TESTING FOR THIS DEPARTMENT*

Sewer & Flood Monthly Report - Jan 2016

Sewer

350	Ft. Sewer Mains flushed
1	Sewer main repaired:
	122 Bedford Street
3	Cleanouts installed
291	Ft. of Sewer mains televised
305	Ft. Sewer lines televised
3	Overflows checked

********* Major Snow Event, plowing snow and snow removal *********

Assisted Water Distribution at one (1) work site,

Hydo excavating

Flood

Test run station pumps

Check C. S. O. Stations

Cut tree down - Field #2

Cut trees by Flood wall at ramp

Finished fence at ramp

Major snow event (Plowing, snow removal)

WATER DISTRIBUTION

REQUEST	W/E 1/8/16	W/E 1/15/16	W/E 1/22/16	W/E 1/29/16	MONTHLY TOTALS
		0			
Service Technicians					
NON READS/MDM go backs	9	5	4		18
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	9	5	4	4	22
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	8	5	1	5	19
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	12	22	15	17	66
REPAIR WIRING/GET READING		2	2	1	5
ORANGE TAG FOR REPAIRS	4	2	3	2	11
YELLOW TAG FOR H/L USAGE/APPT	2	2			4
RED TAG FOR SHUT OFF					0
TURN WATER ON	35	28	4	2	69
TURN WATER OFF		1			1
NONPMT/BAD CK/AGREE SHUT OFFS	42	35			77
SHUT OFF RECHECKS	45	72			117
PULL METERS - READS/SPAC/WR OFF	3		2		5
PUT METERS BACK ON LINE/READS					0
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK		4			4
NEW METER/DIAL		1			1
METER TESTS-Residential					0
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER	1	1			2
MOVE METERS OUTSIDE/READINGS	1				1
Smartpoint change outs/New installs	2				2
Replace smartpoint antenna					0
REPAIR/REACTIVATE/MOVE SPs	1	1		3	5
INSULATE METER BOXES	100	49	50		199
FREEZE UPS/METERS & LINES			4		4
CCP - BACKFLOW/RETRO	1				1
HYDRANT/IRRIGATION METER					0
Pipe Technicians					
LINE LOCATOR	65	32	28	31	156
TAPS SERVICED	1				1
LEAKS REPAIRED	1	2	1	2	6
REPAIRED HYD #36	4				4
REPAIRED HYD @ MARTINS MKT(NOT OURS)		6			6
					0
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Watershed					
Dug drainage ditch for subpump at water tank pit - installed 50' of 2" plastic pipe					
Cleaned out cabinets in garage office					
Cleaned garage					
Located spot for tap					
Went to Hajoca for material					
Put tap together					
Fuel equipment					
Picked up trash around dams					
Excavated and installed water test station - was not enough water at location, had to remove & search for new location					
1/19/16 - 1/27/16 with 309 trucks taking calls					
Worked on equipment					
Projects					
Projects -					0
WEEKLY TOTALS & GRAND TOTAL					806

Item # 5

Central Services – January 2016

- **City Hall**: Assisted M.I.S. with locating some Cumberland WIFI sites; removed snow and salted steps. Poured deodorant solution down drains.

- **Municipal Service Center**: Hung bulletin board for Public Works

- **Public Safety Building**: Repaired boiler and radiator (heating issues); removed snow; Bled air and reset HV-3; reset AHU-3; restored heat to Police garage; switched to boiler #2 and added a space heater to Officer Lepley's office.
  Changed lock assembly on entrance door at Fire Station #2; unplugged two sinks; resealed shower drain and re-fastened tile on Fireman's bathroom.

- **Downtown area**: Removed Cumberland WIFI antenna from Queen City Towers.
  Removed Christmas tree from downtown mall.

- **Frederick St. Parking Garage**: Boarded up broken window.

- **HRDC Building**: Replaced pump on heating system; replaced bearing assembly on hot water circulator.

- **Northend Water tower/Pump Station**: Repaired alarms; replaced battery in UPS; disabled tank intrusion and leak detector.

- **Mill Race Pump Station**: Closed a broken damper.

- Reset CSO PLC's at Mill Race, Elizabeth, Avirett, Walnut, Franklin and reset pump #1 at Evitts Creek.

- **Wastewater Treatment Plant**: Pulled wire for new seal water detection at the head of the plant; assisted Endress & Hauser for the Combined Sewer Overflow at the head of plant and installed it; installed chart recorder in ENR; repaired furnace at the Sewer Department; repaired plow truck, relocated snow equipment;

- **Traffic and Street Lights:** Repaired street lights at Mechanic St. & Baltimore St.; removed broken street light at Mechanic Street.

- Load tested generators.

Regular Council Agenda
March 1, 2016

Description
Engineering Division Monthly Report for January, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Cover Memo

Item # 6

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2016	
2009	12-09-T	Circulation, TAC Signing and Traffic Signal Studies	Three traffic related planning studies	Study	**No Real Change** - Allegany County Tourism has take the lead role in this project. A review meeting is anticipated for early 2016. Sign locations and mounting types were reviewed in October 2015. Expecting another meeting in the spring.	JDF	2/10/2016
2009	22-09-M	Maryland Avenue Wall & Sidewalk Repairs	Replace of a portion of sidewalk and its supporting wall in the 900 Block of Maryland Avenue	Funding	**UPDATE -** The design work on this project will be finalized this Winter, with an estimated Spring bid, and Summer construction schedule.	JRD	12/30/2015
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Design	**UPDATE** This project was included in the Governor's proposed budget for FY'17. We hope to be able to bid the project near the end of FY'16 so that the project can be awarded in late summer or fall of 2016. This is an optimistic schedule.	JDF	2/10/2016
2011	24-11-W	Water Line Extension From MD 144 to Ali Ghan Shrine Club	Add water line supply as part of a proposed Love's Country Store Development.		**UPDATE** - This project is now complete, but will remain in our report until Love's and the hotel are complete and we receive as-built drawings.	JDF	2/10/2016
2011	25-11-SWM	25-11-SWM Love's Country Store and Travel Stop	SWM review for a proposed development	Construction	SWM as-builts received. Construction of Sleep Inn continues	PJD	1/31/2016
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction	Some minor work remaining, and SHA closeout paperwork to process. The State also inspected the project for ADA compliance and found some issues that will need to be addressed.	JDF	11/5/2015
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Design	NO CHANGE Center Street paving was included in CDBG funding package. The current plan is to mill and pave Centre Street and Valley Street under the IA Contract, then to install pavement markings and signs along with the Frederick Street / Bedford Street Bike Improvement Project. CDBG Funding and NEPA review has to be completed. CDBG Funds won't be approved until November, so this project will have to be put until spring of 2016. A grant amendment will be required for this project.	JDF	2/10/2016
2012	19-12-M	Demolition of Memorial Hospital	Demolish the site and restore to grade contours, except for portions of structures that are going to be turned over to other entities for their use.	Construction	This will be the final report for this project.	PJD	1/31/2016
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	**NO CHANGE** - Final SWM submittal and O & M agreement approved. Specifications 90% complete. Design drawings approximately 80% complete.	PJD	1/31/2016
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Final SWM submittal and O & M agreement approved.	PJD	1/31/2016
2013	5-13-WFP	Sodium Hypochlorite Conversion	Investigate feasibility of converting from usage of chlorine gas to sodium hypochlorite.	Construction	Corrective course of action established for plastic fittings failure	PJD	1/31/2016

Item # 6

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects							January 31, 2016
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Design	State has requested some revisions, but in general the plans are approved and we need to bid the project. Paving repairs have been made on Frederick Street, which will allow for better lane markings near Decatur Street. Several pavement marking products are currently being reviewed, but the actual installation can not occur until warmer weather in 2016. The grant agreement will be amended to allow for the additional time required to get the project completed in 2016.	JDF	2/10/2016
2014	04-14-WWTP	Sludge Screening Study	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to	Study	**NO CHANGE-** Price proposal has been requested form the selected equipment supplier. Formal bidding for the installation should take place in the Spring of 2016.	JDF	12/30/2015
2014	05-14-M	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	Belt Contract to mill and pave	Construction	Piedmont Avenue and Ashland Avenue were paved in 2015. See supplemental sheet for contract paving in 2015.	JDF	12/30/2015
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Design	The contract documents are being revised, to be resubmitted to SHA for permission to bid the project.	JRD	7/14/2015
2014	10-14-M	Canal Street Rehabilitation Improvements	This project will make bicycle safety improvements to Canal Street.	Construction	Work is complete, however the contract is not yet complete. The City Bike Improvement was combined with a Canal Place Contract.	JDF	12/30/2015
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	Additional data sent to EADS, along with comments on preliminary draft of drawings. Progress meeting to be schedule for later in the month of February, 2016.	PJD	1/31/2016
2014	17-14-M	Demolition of East Side School		Construction	**NO CHANGE** - Work complete. Awaiting MDE review and permission to remove S&EC devices	PJD	1/31/2016
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Awaiting revised SWM plan for review and approval.	PJD	1/31/2016
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE The Design Report from Alta Planning + Design is expected to be submitted in draft form in July. The next step in this project will be to seek funding. We believe that several West Side Project could be combined into a single funding request. More on that as the other project reports are completed. A brief presentation on this project will be made at a Mayor and City Council Meeting in the Future. That presentation has not yet been scheduled.	JDF	11/5/2015

Item # 6

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 31, 2016	
2015	1-15-M	Maryland Smart Energy Communities 2015	Designation and Grant for energy reduction improvements. Also required 3 deliverables in 2015: Energy Reduction and Renewable Energy Policies, Energy Baseline, and an energy reduction plan.	Planning	**NO CHANGE**	RJK	2/4/2016
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	This project should become a Canal Place Project, but the City will have to be involved because the Flood Control Project. The MDOT Planning Funding may be turned over to Canal Place so that the preliminary study can get started and Canal Place is expected to find additional funding so the project can proceed to the design stage.	JDF	2/10/2016
2015	13-15-SWM	Sheetz Improvement at Greene Street - SWM	Complete revamp of the facility at Greene Street	Planning	**NO CHANGE** -SWM Site Development approved	PJD	1/31/2016
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Planning	**NO CHANGE** - Awaiting Site Development Plan submittal	PJD	1/31/2016

Item # 6

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						January 31, 2016	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	**UPDATE** As a result of City staff distributing about 4,000 recycling schedules within targeted areas of the City we had 13 more people signup for NOTIFY ME.	RJK	4-Feb-16
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program	Regulatory	**UPDATE** Quarterly reports were received January 20. No Notice of Violations (NOV) issued this quarter.	RJK	4-Feb-16
	WWTP	POTW NPDES Permit	Requirements for compliance		**UPDATE** Year end reports are in the process of being submitted (due January 31 and February 15).	RJK	4-Feb-16
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**NO CHANGE** Engineering staff submitted the semi-annual report by January 10, 2016. The City of Cumberland is limited annually to 23,000 gpd in connections (or about 92 new housing units). The 2015 report showed a net flow reduction of 9 EDUs (2,250 gpd).	RJK	4-Feb-16
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**NO CHANGE** The recreation subcommittee of the steering committee has been getting inquires about additional access of Evitts Creek Water Company property for disabled individuals as well as mountain bikes.	PTE	30-Dec-15
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**NO CHANGE** Tree removal contract out/awaiting start date.	PTE	2-Feb-16
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**NO CHANGE** The Forest Management Plan is in the analysis and writing stage.	PTE	2-Feb-16

Item # 6

Contract Paving Work in 2015

Project No. 15-15-P IA Construction Work in 2015

Street	Limits	
Memorial Ave.	Douglas to Oldtown Rd	
Warwick Ave.	Greenway to Douglas	
Ridgewood	Warwick Ave. to Brookfield Ave.	
Brookfiel Ave.	Kent to Greenway	
Louisiana Ave.	Kent to ramp at Hilltop Dr.	
Kent Ave.	Concrete to Louisana	
Cecil Street	Greenway to Ridgeway	
Gephart Dr	Fayette to end	Columb
Fredick Street	Henderson Ave to Decatur and McMullen Bridge approach	
Bedford St	Queen City Dr. to Centre	
George St	Buttler to Union (not Balt)	
Centre St.	Bedford to QCD	
Maryland Ave	E. side either side of Putnam	
Patch on McMullen Bridge	Frederick Street and Bedford St Sides	
Nemacolin Ave	BW to Richwood	Temporary j
TOTAL		

Project No. 5-14-M Belt Paving Work in 2015

Piedmont Avenue	Trost Ave to Zilhman Way	
Ashland Ave.	Piedmont Ave. to Hilland Street	
TOTAL		

Comments	Cost
	76,358.72
	28,045.52
	43,723.48
	41,448.07
	29,774.17
	21,775.21
	16,676.92
ia Gas has paid a portion	43,169.07
	50,862.43
	16,355.41
	11,816.46
	44,824.69
	23,757.43
	7,904.09
ob, to be done properly in 2016	10,713.49
	$ 467,205.15

	132,577.63
	10,738.10
	$ 143,315.73

John:

Here is my planning staff activities report contribution for the month of January 2016. If you should have any questions, please let me know. Thanks.

2013 Comprehensive Plan Implementation – Reviewed progress on plan implementation strategies and updated status. Discussed the status of the Riverwalk project with the City Engineer. Discussed improvement work progress on Fire Stations 2 & 3 with Chief Dunn. Obtained information on 2015 tree planting activities from the Natural Resources Specialist.

Cumberland Bicycle Advisory Committee – Checked with John DiFonzo on the status of the Bedford/Frederick and Mechanic/Centre Street bike projects. Surveyed CBAC members regarding need for the February meeting. Canceled the February and March CBAC meeting due to a lack of agenda items.

Subdivision/Site Plan Reviews - Reviewed off-street parking, loading, and emergency vehicle access issues for the Footer Dye Works revitalization project with the Building Officer. Confirmed the building permit status for the Sleep Inn hotel project (site plan approval expiration deadline was pending). Discussed a proposed lot line adjustment with a Valley Street property owner.

Zoning Amendment Petitions – No work was conducted on this task during the month of January.

Planning Commission Administration – Prepared and finalized the agenda and meeting packet for the February 8 Planning Commission meeting. Continued writing/editing the 2015 Planning Commission Annual Report. Coordinated with Engineering staff regarding development activitiy mapping for the PC Annual Report. Responded to an inquiry from the Environmental Technician regarding major plat and plan approvals in 2015.

Board of Appeals Administration – Attended the January 6 BOA meeting. Prepared and mailed a BOA approval letter for ZA 130 – Sleep Inn Sign Variance. Prepared and mailed an administrative variance approval letter for ZA 129 – 624 Queen City Drive (Roy Rogers reconstruction). Canceled the February 3 and 17 BOA meetings due to a lack of agenda items.

MDP/MML Coordination – Participated in a January 8 Rural Economies Teleconference. Reviewed the January 8 meeting summary. Responded to questions from MDP staff regarding the structure of the city's Comprehensive Plan and clarified the extent of the 2015 update. Participated in a January 11 teleconference with the Deputy Director of MDP.

Annexation Petitions – No work was conducted on this task during the month of January.

Street Closure/Naming Petitions – No work was conducted on this task during the month of January.

Economic Development – Attended the January 5 Heritage Association meeting. Finalized the adopted Economic Development Chapter Amendment to the 2013 Comprehensive Plan City-Wide Element. Prepared copies of the plan for staff and BOZA/PC members. Prepared a certified copy of the plan

amendment and submitted it to MDP. Posted a copy of the updated City-Wide Element on the City's web site. Reviewed the "Rightsizing" guidebook and attended a January 26 brainstorming meeting with City staff regarding implementation strategies, projects, and priorities. Responded to an inquiry from a construction trade magazine regarding residential building permits issued in 2015.

General Transportation Issues/Projects – Reviewed 2015 priority transportation project summaries and updated them for the 2016 SHA Tour letter. Met with the Director of Engineering on January 13 to discuss the 2016 the city's priority transportation projects. Forwarded updated 2016 priority transportation project summaries to Allegany County staff. Responded to follow-up questions from SHA staff regarding recommended functional classification changes in the City's Comprehensive Plan.

Greene Street Complete Street Plan (19-14-M) – Coordinated with the Director of Engineering regarding the scheduling of the final meeting with the Mayor and City Council for this project.

TMDL/Stormwater Management Coordination and Implementation - No work was conducted on this task during the month of January.

Zoning Administration – Met with the City Administrator on January 4 to discuss a boardinghouse issue. Attended a January 8 meeting with the City Solicitor and City Administrator regarding a boardinghouse issue. Responded to an inquiry from a prospective boardinghouse operator regarding zoning allowances and limitations for boardinghouses. Responded to a citizen inquiry regarding zoning allowances for outdoor wood furnaces. Responded to an inquiry regarding zoning classification of dance schools and the zones where permitted. Responded to a citizen inquiry and follow-up questions regarding conditional uses in the R-O Zone and approval procedures. Responded to an inquiry from Identity Resources regarding zoning requirements for signs and permit procedures.

Western Maryland Local Government Exchange Board of Directors – Attended a January 12 workshop agenda meeting in Keedysville. Reviewed and commented on the initial draft workshop agenda.

Miscellaneous Other Activities – Prepared and submitted a Planning Staff activities report for the month of December. Prepared and submitted a fourth quarter 2015 report on new street addresses to Allegany County staff. Responded to follow-up questions regarding planning in Cumberland from a Kalamazoo College student. Provided a list of 2015 Planning Accomplishments to the Director of Engineering for the Mayor's annual state of the city address. Responded to a citizen inquiry regarding recreation recommendations in the Comprehensive Plan.

Regular Council Agenda
March 1, 2016

Description

Approval of the closed session minutes of December 15, 2015, and January 5 and 11, 12, and 19, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, December 15, 2015
5:00 p.m.

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, and David Kauffman

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Shawn Hershberger, President, Cumberland Economic Development Corporation; John Balch Cumberland Economic Development Corporation Board of Directors; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss a matter regarding the proposal for a business to locate in the city, board and commission appointments, and a personnel matter was made by Councilman Kauffman, seconded by Councilman Caporale and was approved on a vote of 5-0.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

- Section 10-508 (a) (1): To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- Section 10-508 (a) (4): To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State.

TOPICS: Business proposal, board and commission appointments, personnel matter

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, January 5, 2016
5:00 p.m.

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, and David Caporale

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

MOTION: Motion to enter into closed session to discuss union negotiations, board and commission appointments, and a personnel matter was made by Councilman Caporale, seconded by Councilman Bernard and was approved on a vote of 4-0.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

- Section 10-508 (a) (1): To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- Section 10-508 (a) (9): To conduct collective bargaining negotiations or consider matters that relate to the negotiations.

TOPICS: Union negotiations, board and commission appointments, personnel matter

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Monday, January 11, 2016
4:45 p.m.

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale

ALSO PRESENT: Council Candidates Tamar Clarke, Ben Wolters, Marc Nelson, Eugene Frazier; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to allow for individual interviews with candidates for the vacant Council seat was made by Councilman Bernard, seconded by Councilman Caporale and was approved unanimously.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

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

TOPICS: Candidate interviews for Council

Statement made by Brian K. Grim, Presiding Officer

Signature: _____

Entered into public record on _____

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Mayor's Office, Room 207
Tuesday, January 12, 2016
4:30 p.m.

PRESENT: Brian K. Grim, President; Council Member Nicole Alt-Myers via phone conference; Council Members Seth Bernard, and David Caporale

ALSO PRESENT: Council Candidate Richard J. "Rock" Cioni, Jr.; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to allow for individual interviews with candidates for the vacant Council seat was made by Councilman Caporale, seconded by Councilman Bernard and was approved unanimously.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

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

TOPICS: Candidate interview for Council

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Minutes approved on _____

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, January 19, 2016
5:30 p.m.

PRESENT: Brian K. Grim, President; Council Member Nicole Alt-Myers, Seth Bernard, and David Caporale

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

MOTION: Motion to enter into closed session to discuss a personnel matter pursuant to the provisions of Section 10-508 (a) (1) of the Annotated Code of Maryland was made by Councilman Caporale, seconded by Councilman Bernard, and was passed unanimously.

AUTHORITY TO CLOSE SESSION:
Annotated Code of Maryland, State Government

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

TOPICS: Personnel matters

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Minutes approved on _____

Regular Council Agenda
March 1, 2016

Description

Public Hearing to: a) allow for staff comment on the 2016 CDBG Annual Plan, and b) allow the opportunity for local non-profit agencies to express their needs for 2016 CDBG funding

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
March 1, 2016

Description

Order authorizing the execution of a Certificate of Satisfaction acknowledging that the indebtedness secured by a City of Cumberland Deferred Loan Agreement made by Olive Richardson regarding property at 469 Williams Street has been fully paid

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 1, 2016_

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

THAT, the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging the indebtedness secured by a certain City of Cumberland Deferred Loan Agreement made by Olive Richardson unto the Mayor and City Council of Cumberland, dated June 23, 1994, regarding property at 469 Williams Street, (Allegany County Land Records/Book 626, Page 704), has been satisfied and that the lien is hereby released.

_____

Mayor Brian K. Grim

CERTIFICATE OF SATISFACTION

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain City of Cumberland Deferred Loan Agreement made by Olive Richardson unto the Mayor and City Council of Cumberland dated June 23, 1994 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 626, folio 704 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the City of Cumberland Deferred Loan Agreement, and that the lien effected thereby is hereby released.

WITNESS the hand and seal of the holder of the said City of Cumberland Deferred Loan Agreement this 16th day of February, 2016.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____(SEAL)

Marjorie A. Woodring, City Clerk Brian K. Grim, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of February, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian K. Grim, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

WITNESS my hand and Notarial Seal the day and year first above written.

_____
NOTARY PUBLIC

My Commission Expires:

_____

COMPARED AND ~~MAILED~~ / DELIVERED KB
TO Jack Price Esq
Arlene St. Amb.....
June 1 ..... 19 95

LIBER 0626 PAGE 704

CITY OF CUMBERLAND DEFERRED LOAN AGREEMENT

(Filed and Recorded May 23, 1995 @ 2:17 P.M.)

THIS AGREEMENT, made and entered into this 23rd day of June, 1994, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter referred to as "City"), and Ms. Olive Richardson (hereinafter referred to as "Owner");

W I T N E S S E T H:

WHEREAS, Congress, in passing the Housing and Community Development Act of 1974, has placed a strong emphasis on the rehabilitation of buildings to alleviate harmful conditions which cause blight or deterioration within neighborhoods; and

WHEREAS, having received a block grant pursuant to such Act, the City has undertaken a program of code enforcement and rehabilitation of certain properties located within the boundaries of the City of Cumberland; and

WHEREAS, the City desires to maintain neighborhood integrity and structural conformity in those areas where rehabilitation is undertaken through a Deferred Loan Program; and

WHEREAS, the Owner is desirous of rehabilitating his property with the assistance of the City loan in conformity with the neighborhood in which it is located; and

WHEREAS, the Owner is an occupant of the said property and meets the financial eligibility criteria which are applicable to the City's Deferred Loan Program; and

WHEREAS, the Owner is agreeable to maintaining his property, after rehabilitation, in accordance with the standards and controls desired by the City;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the loan of ELEVEN THOUSAND FIVE HUNDRED AND NINETY-SEVEN DOLLARS AND ZERO CENTS ($11,597.00) (the "Loan") and

IMP FEE SURE $ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec# 14078
Bk# 1588
02:17 PM
May 23, 1995
CAM PAL
Rcpt # 14078

ALLEGANY COUNTY CIRCUIT COURT (Land Records) RWW 626, p. 0704, MSA_CE78_617. Date available 11/30/2004. Printed 02/08/2016.

other good and valuable considerations the receipt of which is hereby acknowledged, the Owner hereby grants and conveys unto the City a rehabilitation easement and does hereby subject the property known as 469 WILLIAMS STREET and more particularly described on the attached Exhibit A which is incorporated herein and made a part hereof (the "Property") to the claim of the City for the repayment of the Loan pursuant to the terms and conditions hereinafter set forth:

I. The City agrees as follows:

1. To hold the Loan proceeds in escrow to ensure that rehabilitation of the property is satisfactorily completed.

2. Upon satisfactory proof of completion of such rehabilitation, or portions thereof, and the owner's authorization, the City will disburse said funds to the contractor.

II. The Owner agrees as follows:

1. To make no architectural charges to the exterior of the Property which do not meet with the standards already established to the neighborhood. Any proposed work or changes must have prior approval of the Department of Housing and Community Development. When required, a permit for such work or changes must be obtained from the City.

2. Upon completion of the proposed rehabilitation of the Property as herein contemplated, thereafter to keep the Property in good repair and in compliance with the City Codes and Ordinances.

3. To pay when due all taxes, assessments and public charges constituting liens on the Property and to insure the Property against loss or damage by fire and other hazards, casualties or contingencies ordinarily covered by standard fire and extended coverage or all risk policies in amounts sufficient to avoid the Owner's becoming a coinsurer with the insurance company or companies insuring the Property.

4. In the event the Property is transferred, sold, assigned, or abandoned or if the Owner ceases to own or occupy the Property, whether by death, condemnation, operation of law, or otherwise, the balance of the Loan shall immediately be repaid to the City.

5. In the event the Owner is determined by the City to no longer be eligible to participate in the Deferred Loan Program, the balance of the Loan shall immediately be repaid to the City. Owner agrees to provide the City with a signed copy of Owner's Federal and State income tax returns upon Owners filing of the originals with the appropriate taxing authority.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) RMW 626, p. 0705, MSA CE76-617. Date available 11/30/2004. Printed 02/08/2016.

6. To pay interest on the principal amount of the Loan at the rate of 0 % per annum (simple interest) from the date of this Agreement until the date the principal amount of the Loan is repaid in full; such interest, however, shall not become due and payable until the said principal is actually repaid, subject to the provisions relating to partial prepayments in Article III.

III. The City and Owner mutually agree as follows:

The Owner shall have the right to prepayment or any part of the Loan at any time without penalty. Any partial prepayment shall first be applied to accrued interest and the balance thereof to unpaid principal.

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By _____

ATTEST:

_____

Witness: _____ Owner: _____

Witness: _____ Owner: _____

ALLEGANY COUNTY CIRCUIT COURT (Land Records) RWW 626, p. 0706, MSA_CE78_617. Date available 11/30/2004. Printed 02/08/2016.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) RWW 626, p. 0707, MSA_CE78_617. Date available 11/30/2004. Printed 02/08/2016.

STATE OF MARYLAND,

COUNTY OF ALLEGANY, to-wit:

I HEREBY CERTIFY, that on this 5th day of December, 1994 before me the subscriber, a Notary Public of the State of Maryland, personally appeared Edward Athey, Mayor, and he acknowledged the foregoing to be the corporate act and deed of the City.

WITNESS my hand and Notarial Seal.

Joyce Sine

NOTARY PUBLIC

JOYCE SINE NOTARY PUBLIC ALLEGANY CO. MD.

My Commission Expires:

Joyce Sine, Notary Public
Allegany County
State of Maryland
My Commission Expires April 8, 1999

STATE OF MARYLAND

COUNTY OF ALLEGANY, to-wit:

I HEREBY CERTIFY, that on this 23rd day of June, 1994, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Olive Richardson, owner of the property described herein, and she acknowledged that she executed the same for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Joyce Sine

NOTARY PUBLIC

JOYCE SINE NOTARY PUBLIC ALLEGANY CO. MD.

My Commission Expires:

Joyce Sine, Notary Public
Allegany County
State of Maryland
My Commission Expires April 8, 1999

ALLEGANY COUNTY CIRCUIT COURT (Land Records) RWW 626, p. 0708, MSA_CE78_617. Date available 11/30/2004. Printed 02/08/2016.

ATTACHMENT "A"

All that lot or parcel of ground situated on the Southerly side of Williams Street, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to wit:

BEGINNING fro the same at the intersection of the Southerly side of Williams Street with the Westerly side of Ridgewood Avenue and running thence with the Southerly side of Williams Street, Southe 80 degrees 3 minutes West 69.6 feet, then South 2 degrees 30 minutes East 117.8 feet, then North 80 degrees 3 minutes East 69.6 feet to the Westerly side of Ridgewood Avenue as laid out on the plat of Johnson Heights, and running thence with the Westerly side of Ridgewood Avenue, North 2 degrees 30 minutes West 117.8 feet to the place of beginning.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) RWW 626, p. 0709, MSA_CE76_617. Date available 11/30/2004. Printed 02/08/2016.

ADDENDUM

THIS ADDENDUM to the CITY OF CUMBERLAND Deferred Loan Agreement by and between the MAYOR & CITY COUNCIL OF CUMBERLAND and Olive Richardson, dated June 23, 1994 is to cover additional work items that had to be completed for the rehabilitation of the property located at 469 Williams Street.

Mr. Michael Calhoun, as personal representative for the Estate of Olive Richardson, agrees to add the additional work items to the original Deferred Loan Agreement in an amount totalling TWO THOUSAND FOUR HUNDRED AND SIXTY-TWO DOLLARS ($2,462.00), making the total deferred loan amount FOURTEEN THOUSAND AND FIFTY-NINE DOLLARS ($14,059.00), and accepts the terms and conditions outlined in the original Deferred Loan Agreement for the full amount. This agreement was entered into this 18 day of APRIL 1995.

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

MAYOR AND CITY COUNCIL OF CUMBERLAND

By Edward C. Athey

ATTEST:

Andrea C. Wilford

Robert H. Yeager
Witness:

Michael Hale Calhoun
Personal Representative for
Estate of Olive Richardson

STATE OF MARYLAND,
COUNTY OF ALLEGANY, to-wit:

I HEREBY CERTIFY, that on this 19th day of April, 1995 before me the subscriber, a Nortary Public of the State of Maryland, personally appeared Edward Athey, Mayor, and he acknowledged the foregoing to be the corporate act and deed of the City.

WITNESS my hand and Notarial Seal. Carolyn A. Martin

NOTARY PUBLIC

My Commission Expires: Sept. 1, 1997.

CAROLYN A. MARTIN NOTARY PUBLIC ALLEGANY CO.

STATE OF MARYLAND,
COUNTY OF ALLEGANY, to-wit:

I HEREBY CERTIFY, that on this 19th day of April, 1995, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Michael Calhoun, Personal Representative for the Estate of Olive Richardson, and he acknowledged that he executed the same for the purposes herin contained.

WITNESS my hand and Notarial Seal.

Eleanor S. Rider

NOTARY PUBLIC

My Commission Expires: 7/1/98

ELEANOR S. RIDER ALLEGANY COUNTY, MD.

LIBER 0626 PAGE 710

State of Maryland Land Instrument Intake Sheet

County: Allegany

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Spoce Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments

Multiple instruments of the same transaction should be numbered to correspond with Sections 2, 6, 7, and 8. Number documents in the order to be recorded.

(☐ Check Box if Addendum Intake Form is Attached.)

Deed	Lease	X Other Loan Agreement
Deed of Trust	Contract	
Mortgage	Land Installment Cont.	

2 Consideration and Fees

Consideration Amount/Recordation Fees	Doc. 1	Doc. 2
Consideration, Including Assumed Indebtedness	$ 11,592.00	$
Recording Charge	$ 20.00	$
Surcharge	$ 5.00	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax (if Applicable)	$	$
Other	$	$
Total Fees	$ 25.00	$

3 Exemptions (If Applicable) Cite or Explain Authority

Recordation Tax Exemption:

State Transfer Tax Exemption:

County Transfer Tax Exemption:

4 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Jessa Albright

Firm: Jack Price

Address: 101 Greene St Cumberland, MD

Phone: 724-5040

Return Instrument To (Check Applicable Box Below or Provide Appropriate Address)

☐ Return to Contact Person as Provided Above ☐ Hold for Pick Up ☐ Address Provided on Instrument

Name:

Address:

5 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG ☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	Sq.Ft./Acreage (4)

Location/Address of Property Being Conveyed (2)

69 Williams Street, Cumberland, MD

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of Sq.Ft./Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

6 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Olive Richardson	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 - Owner(s) of Record, if Different from Grantor(s)**

7 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Mayor & City Council of Cumberland	

8 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

9 Special Instructions

Special Recording Instructions (if any)

10 Conveyance Type Check Box

☐ Private Sale with Improvements /1/ ☐ Private Sale Unimproved /2/ ☐ Multiple Accounts/ Property /3/ ☐ All Other /9/

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ☐ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☐ No Does transfer include personal property? If yes, identify:

☐ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

New Owner's (Grantee) Mailing Address:

Assessment Use Only - Do Not Write Below This Line

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification

Transfer Number: Date Received: Deed Reference: Assigned Property No.:

Year	19	19	Geo.	Map	Sub.	Block	
Land			Zoning	Grid	Plat	Lot	
Buildings			Use	Parcel	Section	Occ. Cd.	
Total			Town Cd.	Ex. St.	Ex. Cd.		

REMARKS:

Distribution: White - Clerk's Office \ Canary - SDAT \ Pink - Preparer

AOC-CC-200 (7/94)

ALLEGANY COUNTY CIRCUIT COURT (Land Records) RWW 626, p. 0710, MSA_CE78_617. Date available 12/07/2004. Printed 02/08/2016.

Regular Council Agenda
March 1, 2016

Description

Order authorizing the Sole Source purchase of replacement doors for the City Flood Control Pump Stations from Marshall Ruby and Sons in the estimated cost of $45,000.00

Approval, Acceptance / Recommendation

This morning Public Works found that overnight someone had tried to force their way into the Mill Race Pump Station. The doors barely held them out and are being reinforced by the Flood Dept today.

If they had gained access to the station very serious damage may have occurred to the pumps, or even worse had they tried to damage or break into the pump motor controls, injury or fatality may have resulted due to the very high voltage within the controllers.

The doors are original to the station which go back nearly 60 years and are in bad shape at the stations. We have money in the budget for the replacement of all 3 station doors.

Please approve a sole source purchase of the necessary replacement of the doors at all 3 stations to provide the necessary security we need.

We had gotten prices from Marshall Ruby for budgeting, and we would like to use them and the estimated cost will be approximately $45,000.

Sole Source purchase was approved by Jeff Rhodes on 2/12/16.

☑ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

003.320.63000

Cover Memo

Item # 10

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __March 1, 2016_

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

THAT, the sole source proposal of Marshal Ruby & Sons, 20501 Ruby Industrial Road, Frostburg, Maryland, 21532 , to provide replacement doors for the City of Cumberland Flood Control Pumping Stations, be and is hereby approved in the estimated cost of Forty-five Thousand Dollars and No Cents ($45,000.00).

_____

Mayor Brian K. Grim

Source of Funding:
003.320.63000

Jeffrey D. Rhodes, ICMA-CM
City Administrator
City of Cumberland, Maryland

301-759-6424
jeff.rhodes@cumberlandmd.gov

On Fri, Feb 12, 2016 at 11:26 AM, Dave Curry <dave.curry@cumberlandmd.gov> wrote:

Jeff,

This morning Tim found that overnight someone had tried to force their way into the Mill Race Pump Station. The doors barely held them out and are being reinforced by the Flood Dept today.

If they had gained access to the station very serious damage may have occurred to the pumps, or even worse had they tried to damage or break into the pump motor controls, injury or fatality may have resulted due to the very high voltage within the controllers.

The doors are original to the station which go back nearly 60 years and are in bad shape at the stations. We have money in the budget for the replacement of all 3 station doors.

Please approve a sole source purchase of the necessary replacement of the doors at all 3 stations to provide the necessary security we need.

We had gotten prices from Marshall Ruby for budgeting, and we would like to use them and the estimated cost will be approximatly $45,000

Thank you

Dave Curry

Marshall Ruby & Sons
20501 Rubys Industrial Road
Frostburg, MD 21532
PH 301-689-9238
Fax 301-689-6121

February 16, 2016

City of Cumberland
Attn:Tim

RE: Flood doors at pumping station

Estimate

Remove one pair of doors and framing from pumping station
Fabricate one pair of 5' x 10' insulated doors with (1) man door,
30" x 6' x 8" with new framing as needed
With locking door handle and (4) interior locking slide bolts
Paint with epoxy paint, Install units with new rubber weather seals
Fabricate, paint and install cover plate above doors

Total $14,500.00 per set

If you have any questions concerning this estimate please contact me.

Thanks

Andy Ruby

Regular Council Agenda
March 1, 2016

Description

Order authorizing a Contract of Sale with Judith A. Sarver, Personal Representative of the Estate of Milton L. Sarver, for property at 461 Goethe Street for the purchase price of $2,000 and authorizing acceptance of the deed provided settlement contingencies are met

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 1, 2016___**

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 A. Sarver, Personal Representative of the Estate of Milton L. Sarver ("Seller") for the property and improvements thereon located at 461 Goethe Street, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Deed Liber 599, folio 142, for the purchase price of Two Thousand Dollars ($2,000.00); 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 A. Sarver, Personal Representative of the Estate of Milton L. Sarver** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

1. **Property Description.** Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of that tract or parcel of land, together with improvements thereon, owned by Seller, known as 461 Goethe Street, Cumberland, MD 21502, and more particularly described in the deed recorded among the Land Records of Allegany County, Maryland in Deed Liber 599, folio 142 (the said real property and improvements thereon hereinafter being referred to as the "Property").

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Two Thousand Dollars ($2,000.00), 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 or upon delivery of the deed for the Property.

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.

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.

Notwithstanding anything to the contrary herein, Seller may remove items from the Property, including the water heater, cabinets, radiators and other items she desires.

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 paid 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 prepared by Buyer at Buyer's expense and shall be executed by Seller. 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.

11. **Agency.** Seller and Buyer agree that no real estate broker participated in the procurement or negotiation of this Contract.

12. **Settlement.** Settlement shall occur no later than March 31, 2016.

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

If the Disclosure or Disclaimer Statement is delivered by the seller later than 3 days after the seller enters into a contract of sale with a purchaser, the contract is void. A purchaser who does

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

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

( ) Property Disclosure Statement

(X) Property Disclaimer Statement

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

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

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

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

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

_____ _____ Buyer's Initials _____ _____Seller's Initials

16. **Assignability.** This Contract may not be assigned without the written consent of Seller. If Seller agrees in writing to an assignment of this Contract, the original Buyer to this Contract remains obligated hereunder until settlement.

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 reasonable attorneys' fees 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. 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 Hazards

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

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____

By:_____
Brian K. Grim, Mayor

_____
Date

_____

_____
Judith A. Sarver, Personal Representative of the Estate of Milton L. Sarver

_____
Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 461 Goethe Street, Cumberland, MD 21502

Legal Description: Land Records of Allegany County, Maryland Deed Liber 599, folio 142

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 _____ Date_____

Judith A. Sarver, Personal Representative of the
Estate of Milton L. Sarver

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_____

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

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

Seller:_____ Date: _____
Judith A. Sarver, Personal Representative of the Estate of Milton L. Sarver

IMPORTANT!

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

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

Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

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

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

Read this entire brochure to learn:

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

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

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

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

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

Consumer Product Safety Commission (CPSC)

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

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

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

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

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

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

EPA-747-K-12-001
September 2013

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Item # 11

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.

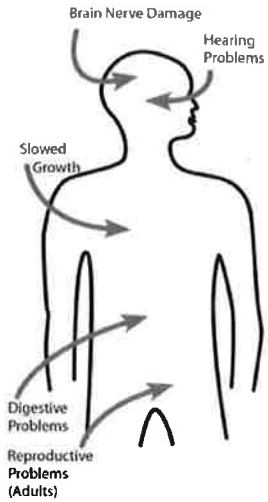
State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources 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

Item # 11

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).

Item #11

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.

Item # 11

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Reducing Lead Hazards, continued

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

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

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

Item # 11

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.

Item # 11

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Regular Council Agenda
March 1, 2016

Description

Order authorizing the execution of a contract with the Cumberland Economic Development Corporation (CEDC) under which the CEDC shall provide project administration for the Upper Story Redevelopment Program, funded by the Community Legacy Program in an amount not to exceed $100,000, for the period 2/16/16 - 6/30/18

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 1, 2016_

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

THAT, the Mayor be and is hereby authorized to execute a Contract by and between the Mayor and City Council of Cumberland and the Cumberland Economic Development Corporation (CEDC) under which the CEDC shall provide project administration for the Upper Story Redevelopment Program, to be funded through the Community Legacy Program in an amount not to exceed One Hundred Thousand Dollars ($100,000.00);

BE IT FURTHER ORDERED, that the term of the contract shall extend from March 1, 2016 through June 30, 2018.

_____

Mayor Brian K. Grim

CITY OF CUMBERLAND

STATE OF MARYLAND

SPECIFICATIONS

AND

CONTRACT

Upper Story Redevelopment Program
SRP-CL-2016-Cumberland-00150

BRIAN K. GRIM
MAYOR

Item # 12

THIS CONTRACT is made and executed in duplicate this _____ day of _____, 2016, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland (hereinafter referred to as "City"), party of the first part, and Cumberland Economic Development Corporation (hereinafter referred to as "Contractor"), party of the second part.

WITNESSETH:

WHEREAS, the City is seeking to encourage to neighborhoods reinvestment and economic development throughout Cumberland, especially within the Sustainable Communities-designated areas;

WHEREAS, the Contractor. entered into a Memorandum of Agreement with the Mayor and City Council on July 21, 2015 in order to work cooperatively to promote economic growth within the City; and

WHEREAS, the Mayor and City Council of Cumberland has been awarded funding from the State of Maryland's Community Legacy Program, in order to provide an Upper Story Redevelopment Program to eligible applicants within the Central Business District; and

WHEREAS, the Contractor is willing to provide project administration for the Upper Story Redevelopment Program

NOW, THEREFORE; In consideration of the stipulations and conditions hereinafter set forth, it is mutually covenanted and agreed by and between the parties hereto as follows:

THAT the Upper Story Redevelopment Program has been allocated a total sum from the Community Legacy award not to exceed One Hundred Thousand Dollars …($100,000.00), in accordance with the following specifications:

CONTRACT INFORMATION

A. Subcontracts Parties to the Contract

The contract to be entered into shall be by and between the Contractor. and the City. The City will enter into a contract with the Contractor only. The City must approve the selection and credentials of any subcontractors.

B. Contract Term

The following contract term period shall be in effect:

Upper Story Redevelopment Program
Contract Period: February 16, 2016 – June 30, 2018

C. Compensation and Method of Payment

The Mayor and City Council will not provide the Contractor payment for the provision of project administration. Payments will be made to the recipients who are selected for participation in the Upper Story Redevelopment project locations. The recipients of the funding will be required to provide the City of

Cumberland with a request for reimbursement, allow for site inspections, and provide documentation that all required payments have been disbursed. Additionally, work at each project location cannot begin and funds cannot be disbursed until the Maryland Historical Trust and the Maryland Codes Administration have provided written comments and approval of the each individual project scope of work. All applicable permits must be obtained for each project location and a notice to proceed issued prior to the expenditure of any funds. Invoices are to be addressed to the Mayor and City Council, attn: Kathy McKenney, 57 North Liberty Street, Cumberland, MD 21502.

D. Scope of Contract

It is anticipated that the work to be performed and the services to be provided by the contractor will consist of the items described in **SCOPE OF WORK.**

E. Indemnification

The contractor will agree to indemnify and hold harmless the City from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data or records pertaining in any way to the contract by the contractor and its employees.

F. Equal Employment Opportunity

"There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, creed, age, marital status, sex, sexual orientation, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

G. Records, Reports and Inspections

(a) Contractor shall maintain accurate financial and management records, in a form acceptable to the City, of all transactions relating to the receipt and expenditure of the funds and

administration of the Project. Contractor shall make these records, and its administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to the City upon request. Contractor shall retain said records for five (5) years after the Completion Date. During the term of this Agreement, the City may monitor the Project to ensure that it is being undertaken in accordance with the terms of this Agreement.

(b) The Contractor shall provide the City with interim progress reports ("Quarterly Reports") in the form attached hereto as Exhibit E or such other form required by the City and provided to the City no later than the following dates: December 15, March 15, June 15, and September 15. The Quarterly Reports shall contain such information as the City requests, including, but not limited to, work accomplished and problems encountered, expenditures made against the Project Budget, and benchmarks reached. Progress reports will be required until the City determines that the Project has been completed.

(c) In addition to the requirements set forth above, the Contractor shall provide the City with such additional records, reports, and other documentation as may be required by the City.

H. Default and Remedies

(a) A default shall consist of the breach by the Contractor of any covenants, agreements, or certifications in this Agreement, including the expenditure of funds for any use other than for the purposes provided in the Project or in any unauthorized manner.

(b) Upon the occurrence of any default, the City shall have the right to terminate this Agreement by written notice to the Contractor. The Contractor shall have thirty (30) days from the date of the City's notice to cure the default. After the conclusion of this thirty (30) day period, if the Contractor has not cured or commenced curing the default to the satisfaction of the City, the City, in its sole discretion, may immediately terminate this Agreement. In the event of termination by the City:

(1) The Contractor's authority to request a disbursement of funds shall cease and the Contractor shall have no right, title, or interest in or to any of the undisbursed funds;

(2) The City, in its sole discretion, may demand repayment of all funds distributed to the Contractor that were not expended in

accordance with this Agreement plus all costs and reasonable attorneys' fees incurred by the City in recovery proceedings.

(c) In addition to the rights and remedies contained in this Agreement, the City may at any time proceed to protect and enforce all rights available to the City by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

(d) Upon the occurrence of a default under this Agreement, the City's right to recovery as well as to the other remedies shall be immediate.

I. Conflicts of Interest

Except for approved eligible costs, none of the Contractor's assignees, agents, members, officers, employees, consultants, or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, that is part of the Project at any time during or after such person's tenure.

J. Nondiscrimination and Drug and Alcohol Free Workplace: Fair Practices Certification

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

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

1. Titles VI and VII of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968, as amended;
3. The Americans with Disabilities Act of 1990;
4. Article 49B of the Annotated Code of Maryland, as amended; and

5. The Maryland Department of Housing and Community Development's Minority Enterprise Program, as amended.

(c) The Contractor shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug and alcohol-free workplace and any regulations promulgated thereunder.

K. Environmental Certification and Indemnification: Lead Paint

(a) The Contractor represents, warrants, and covenants that to its knowledge there are no hazardous materials located in the project sites, that it will not cause or allow any hazardous materials to be placed in the project sites, that it will comply with all requirements imposed by any governmental authority with respect to hazardous materials to be placed in the project sites, that it will comply with all requirements imposed by any governmental authority with respect to hazardous materials, and that to its knowledge, the project sites are in compliance with all applicable federal and State environmental laws and regulations.

(b) To the extent permitted by law, the Contractor shall indemnify and hold the City and Maryland Department of Housing and Community Development and its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the project sites to comply in all respects with all environmental requirements. The Contractor's obligation to indemnify the City and the Maryland Department of Housing and Community Development shall survive the term of this Agreement.

(c) The Contractor covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the project sites.

L. Non-Sectarian Certifications

(a) The Contractor certifies that no part of the funds, no part of the Project, and no part of the project sites, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction or any building used or to be used as a place of sectarian religious worship or

instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.

(b) The Contractor certifies that it will provide services of the project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

M. Insurance

(a) The Contractor shall ensure that the Property owner and/or program applicant is required to maintain property and commercial general liability insurance on buildings and other improvements on the property throughout the duration of the project at the Owner's expense. Additionally, if the property is determined to be in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development, the Contractor shall ensure that the Owner maintains a flood plain insurance policy.

(b) Property owner and/or program applicant, as applicable, is required to provide insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the forms and amounts required or applicable by the City.

Prior to the commencement of work, the Contractor shall submit to the City of Cumberland a Certificate of Insurance indicating that the applicant's contractors, carries Comprehensive General Public Liability and Property Damage Insurance in the amounts of at least five hundred thousand dollars ($500,000) for the death of or injury to any person, and one million dollars ($1,000,000) for the death of or injury to two or more persons in any one occurrence; two hundred fifty thousand dollars ($250,000) for property damage in any one occurrence with an aggregate property damage coverage of five hundred thousand dollars ($500,000) for two or more occurrences. Such insurance shall be kept in full force and effect until all work has been satisfactorily completed and accepted. There will be no special payment for said insurance.

(c) Insurance coverage shall:

1. Be provided by a company that is reputable and authorized to transact business in the State;
2. To the extent applicable, be in force before the disbursement of project funds;
3. To the extent required by the Maryland Department of Housing and Community Development, name the Department as a loss payee and additional insured;
4. Provide for notification to the City of Cumberland and the Maryland Department of Housing and Community Development before termination; and
5. Contain terms and coverage satisfactory to the City and the Maryland Department of Housing and Community Development.

N. Notices

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

(a) Communications to the City of Cumberland shall be mailed to:

City of Cumberland
Department of Community Development
57 North Liberty Street
Cumberland, MD 21502
Attn: Kathy McKenney

(b) Communications to the Contractor shall be mailed to:

Shawn Hershberger
Cumberland Economic Development Corporation
57 North Liberty Street
Cumberland, MD 21502

O. Amendment

This Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by the City and the Contractor.

P. Assignment

This Agreement may not be assigned without prior written approval of the City.

Q. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the funding.

R. Governing Law

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

S. Waiver of Maryland's Access to Public Records Act

The City and/or the Maryland Department of Housing and Community Development intend to make available to the public certain information regarding the project, the participants, and the contractor. In addition, the City and the Maryland Department of Housing and Community Development are required to disclose information about the project to State officials, staff, local officials and staff, and others. Such information which may be disclosed to any of the foregoing, including the public, may include the name of the contractor, the name location, owners, and description of the projects; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; and the sources, amounts and terms of other funding used to complete the projects, including capital contributions from the participants. This information may be confidential under Maryland's Access to Public Records Act, State Government Article, Section 10-611 et seq. of the Annotated Code of Maryland (the "Records Act"). If the Contractor or program participants do not want this information made available to above-referenced parties, the Contractor must attach to this Agreement a written objection.

SCOPE OF WORK

The Contractor will have the following duties and responsibilities as part of this labor and materials contract.

(a) The Contractor will be responsible for project administration associated with the Upper Story Redevelopment Program as developed in the project request submitted with the Community Legacy Application. Designated staff from the City of Cumberland's Department of Community Development will assist the Contractor with tasks associated with this program.

(b) The total amount of available funding for the overall Upper Story Redevelopment Program is $100,000.00. The City of Cumberland will not be responsible for payment of any additional costs exceeding this amount. Funds have been awarded as grant funds from the Maryland Department of Housing and Community Development (DHCD). Repayment of any or all of these funds is not required unless the recipient defaults on the terms of this agreement.

(c) Per the state of Maryland's Community Legacy agreement, the Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.

(d) The Contractor must ensure that all applicants obtain all applicable permits prior to the commencement of any work.

(e) Documentation regarding the planned undertaking will be provided to the City of Cumberland's Department of Community Development for approval prior to the commencement of any work. This approval process includes the City of Cumberland's responsibility to send all documentation to the Maryland Historical Trust and the Maryland Codes Administration for approval. Contractor should note that this approval process will likely last approximately 45 days and should plan the project timeline accordingly.

(f) Once all approvals have been received, work may begin.

(g) This program will provide forgivable loans to property owners who are interested in redeveloping the upper stories of properties within the target area. The project will take place within the Central Business District and will include most of the designated Arts and Entertainment District as well as both the historic and Main Street District. Efforts will include generating additional space that will be easily adaptable for an artist's use as well as interested developers for residential or commercial use.

(h) The upper stories are to be rehabilitated for residential and/or commercial usage.

(i) The total private investment by property owners participating in the program is to be at least $500,000.

(j) Reimbursement requests are to be submitted to the City of Cumberland in care of the project contact person. Requests must include copies of

contractor invoices, copies of financial documents demonstrating that payment has been rendered to the contractor, and photographs.

(k) With each request for payment, the Contractor will be required to provide a statement of which components of the original scope of work items have been completed. If the entire work item is not complete, the contractor will need to verify the percentage of that work item that has been completed. The City of Cumberland will conduct an inspection to document that completed work at the time of the invoice submission. This inspection will take place within one week of the invoice date, provided that all submitted documentation is complete.

(l) At least one half of the awarded funding must be expended and requested for reimbursement no later than one year after the effective date of the Community Legacy Leasehold Improvement Funding Agreement.

(m) All work must be completed and the final disbursement payment must be made by June 30, 2018. The following timelines is included in the Community Legacy funding agreement:

EXHIBIT C - SRP-CL-2016-Cumberland-00150
PROJECT SCHEDULE

Project Name: Upper Story Redevelopment Program

Start Date (mm/dd/yyyy)	**End Date** (mm/dd/yyyy)	**Description of Activity** (25 words or less)
01/01/2016	01/30/2016	Commencement Date
02/01/2016	04/01/2016	Announce and Workshop
04/01/2016	05/30/2016	Receive Applications
05/30/2016	06/30/2016	Review and Recommend
07/01/2016	09/30/2016	Predevelopment/Compliance Reviews
10/01/2016	01/31/2017	Construction Begins
06/01/2018	06/30/2018	Completion Date
07/01/2018	08/15/2018	Final Report due 45 days after completion date

IN WITNESS WHEREOF, the parties have hereunto cause these presents to be executed in duplicate the day and year first-above written.

MAYOR AND CITY COUNCIL OF CUMBERLAND

ATTEST:

_____	_____
Marjorie Woodring, City Clerk	Brian K. Grim, Mayor
_____	_____
Witness	Cumberland Economic Development Corporation

EXHIBIT E
REQUEST FOR PAYMENT FORM SAMPLE

Application #	NR Program Area		Request #
Awardee Name:			
Address:			
Federal ID#:		Contact Person:	
Phone #:		Fax #:	
Email:			
Submission Date of Last Quarterly Report:		Due Date of Last Quarterly Report:	
Award Amount:	$	Total Disbursed to Date:	$
Total Amount of this Request:	$		

Items covered in this request. Attach all supporting documentation (canceled checks, invoices, inspector's certification, etc.).

PROJECT #	ITEM DESCRITPION	AMOUNT

SAMPLE:

I hereby certify that the information set forth in this document and any attachment in support thereof, is true, is correct, is complete, and is in compliance with the terms of the Award Agreement to the best of my knowledge and belief.

go to http://projectportal.dhcd.state.md.us
to complete and submit forms online.

Authorized Signature **Title** **Date**

BELOW FOR STATE USE ONLY				
Date Received:		Authorization is Given to Disburse :	$	
Approved by:		Project Manager	Date Approved:	
Approved by:		Director/Asst. Director, Office of Community Programs	Date Approved:	
Additional Instructions:				

Regular Council Agenda
March 1, 2016

Description

Order awarding the distribution of $44,440.75 in Neighborhoods Matter grant funding, supported by the Community Legacy Program, to assist projects at 436 Goethe Street, 441 Goethe Street, 348 Baltimore Avenue, the 300-400 block of Waverly Terrace, and 424 Goethe Street

Approval, Acceptance / Recommendation

A total of $75,000 was awarded to the City of Cumberland by the Maryland Department of Housing and Community Development's Community Legacy program to fund the Neighborhoods Matter grant program, a program to assist residential homeowners that received notices by code enforcement staff that they had property maintenance deficiencies. The recommendation for funding is based on the licensed contractor's estimate to correct the exterior work that has been identified by the code enforcement staff. Following two rounds of application solicitations and upon receiving a complete application from the eligible property owners to remediate these deficiencies along with the proper local permits and approvals in the State of Maryland's compliance process, funds are recommended for these properties.

Kathy McKenney
Historic Planner

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Community Legacy 114.199AF.201

Cover Memo

Item # 13

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __March 1, 2016__

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

THAT, the following projects be awarded Neighborhoods Matter grant funding, supported by the MD Department of Housing and Community Development's Community Legacy Program, in the following amounts:

PROJECT	FUNDING AMOUNT
436 Goethe Street	$5,000.00
441 Goethe Street	$5,000.00
348 Baltimore Avenue	$5,000.00
300-400 Block Waverly Terrace (City Project – upright fence in public right-of-way)	$17,100.00
424 Goethe Street (City-owned Project)	$14,340.75
TOTAL	$44,440.75

_____

Brian K. Grim, Mayor

Funding: Community Legacy (114.199AF.201)

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND CITY COUNCIL

JEFF RHODES, MARGIE WOODRING

FROM: KATHY MCKENNEY AND TERRI HAST

SUBJECT: NEIGHBORHOODS MATTER GRANT PROGRAM STAFF RECOMMENDATION

DATE: FEBRUARY 22, 2016

CC: JAY OLIVER

A total of $75,000 was awarded to the City of Cumberland by the Maryland Department of Housing and Community Development's Community Legacy program to fund the Neighborhoods Matter grant program, a program to assist residential homeowners that received notices by code enforcement staff that they had property maintenance deficiencies. The recommendation for funding is based on the licensed contractor's estimate to correct the exterior work that has been identified by the code enforcement staff. Following two rounds of application solicitations and upon receiving a complete application from the eligible property owners to remediate these deficiencies along with the proper local permits and approvals in the State of Maryland's compliance process, funds are recommended for the following properties:

Project Address		
436 Goethe Street	$5,000.00	
441 Goethe Street	$5,000.00	
348 Baltimore Avenue	$5,000.00	
300-400 Block Waverly Terrace	$17,100.00	(Upright Fence)(Public Right of Way) (City Project)
424 Goethe Street	$14, 340.75	(City Owned Project)
Total	$44,440.75	(Community Legacy 114.199AF.201)

Regular Council Agenda
March 1, 2016

Description

Order appointing Council Members and designated staff and representatives to various boards and commissions

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 1, 2016_

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

THAT, the following Council Members and staff be and are hereby appointed as designated City representatives and/or appointees to the following Boards and Commissions:

BOARD / COMMISSION	APPOINTEE	STATUS
Allegany County Museum	David Caporale	Council Representative
Allegany County Solid Waste Committee	Raquel Ketterman, Environmental Technician	Staff Representative
Blighted Property Committee	Brian Grim	Council Representative
Canal Place Preservation & Development Authority	David Caporale	Council Representative
Cumberland/Allegany County Industrial Foundation (CACIF)	Nicole Alt-Myers	Council Representative
Downtown Development Commission (DDC)	Brian Grim	Council Representative – Non-voting member
Evitts Creek Steering Committee	Brian Grim Seth Bernard	Council Representatives
Historic Preservation Commission	Seth Bernard	M&CC ex officio - Voting member
Human Relations Commission	Nicole Alt-Myers	Council Representative – Non-voting member
Human Resources Development Commission	Brian K. Grim	Council Representative
Let's Beautify Cumberland! Committee	Nicole Alt-Myers	Council Representative
Neighborhood Advisory Commission	Seth Bernard and Rock Cioni	Council Representatives – One (1) voting member
Parks & Recreation Board	Seth Bernard and Rock Cioni	Council Representatives – Non-voting
Planning & Zoning Commission	David Caporale	M&CC ex officio - Voting member
Potomac Highland Airport Authority	Rick Thayer	Citizen Representative
Tri-County Council of Western MD	Shawn Hershberger	Staff Representative
Western Maryland Scenic Railroad	Shawn Hershberger	Staff Representative

_____

Brian K. Grim, Mayor

Regular Council Agenda
March 1, 2016

Description

Order authorizing the use of open containers of alcohol in certain defined areas of the downtown from 12:00 PM on March 12, 2016 through 2:00 Am on March 13, 2016 for the Hooley Pub Crawl; with the exception that open glass containers shall not be permitted

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 1, 2016___

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the defined period of 12:00 p.m. on March 12, 2016 through 2:00 a.m. on March 13, 2016, within the confines of the following areas:

- Mechanic at Bedford Street south to Harrison Street;
- Harrison East to Queen City Drive
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to George Street;
- George Street north to Butler Alley;
- Butler Alley to Frederick and Bedford Streets by way of Centre Street;
- with extensions to Queen City Pavement / Gulf Memorial Drive.

Notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

_____

Brian K. Grim, Mayor

Regular Council Agenda
March 1, 2016

Description

Order appointing Joseph M. Snyder to the Historic Preservation Commission to fill the unexpired term of Cheri Yost, which shall be effective this date through December 31, 2016

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 1, 2016_

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

THAT, Joseph M. Snyder be and is hereby appointed to the Historic Preservation Commission to fill the unexpired term of Cheri Yost, which shall be effective this date through December 31, 2016.

_____

Mayor Brian K. Grim

Regular Council Agenda
March 1, 2016

Description

Authorizing the execution of Amendment No. 1 to the Maryland Bikeways Grant Agreement for the Frederick and Bedford Street Bike Improvements Project (No. 11-13-M) as approved June 16, 2015, by Order No. 25832, to extend the term of the original agreement to November 30, 2016

Approval, Acceptance / Recommendation

Execution of Amendment to the Grant Agreement under the Maryland Bikeways Program Grant agreement for Frederick and Bedford Streets Bike Improvements, City Project No. 11-13-M, which was executed on July 9, 2015.

☐ 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 1, 2016_

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

THAT, the Mayor be and is hereby authorized to execute Amendment No. 1 to the MD Bikeways Grant Agreement by and between the Mayor and City Council of Cumberland and the MD Department of Transportation, as approved June 16, 2015 (Order No. 25,832), to extend the term of the original agreement to November 30, 2016.

_____

Mayor Brian K. Grim

AMENDMENT No. 1

GRANT AGREEMENT UNDER THE MARYLAND BIKEWAYS PROGRAM

MARYLAND DEPARTMENT OF TRANSPORTATION THE MAYOR AND THE CITY COUNCIL OF CUMBERLAND

THIS AMENDMENT No. 1 is made the ____ day of _____ 2016, by and between the Maryland Department of Transportation ("Department") and the Mayor and the City Council of Cumberland (Grantee"), Maryland.

WHEREAS, the Department and Grantee entered into a Grant agreement for Frederick and Bedford Streets Bike Improvements, City Project No. 11-13-M, which was executed on July 9, 2015.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

SECTION 2. AMENDED SECTION

Term of the Agreement. Section 10 of the Contract is hereby amended by deleting the paragraph of that Section and inserting the paragraph below in lieu thereof. The amended language is in bold.

The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or **November 30, 2016**, whichever is sooner.

SECTION 3. EXECUTION OF AMENDMENT

Upon full execution of this Amendment by the Grantee, the effective date will be the date the Department executes this Amendment as set forth below. When signed and dated by the authorized official of the Department, this instrument will constitute a formal amendment to the Grant Agreement. Except as amended by this Amendment No. 1, all other terms, conditions and provisions of the Contract shall remain in full force and effect and are hereby ratified and confirmed.

.

EXECUTION BY THE MARYLAND DEPARTMENT OF TRANSPORTATION

By the authorized signature below, the Department acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this_____ day of _____, 20__.

_____
Deputy Secretary
Maryland Department of Transportation

Approved as to Form and Legal Sufficiency

_____
Kenneth Hulsey, Assistant Attorney General
Maryland Department of Transportation

EXECUTION BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND

By the authorized signature below the Mayor and City Council of Cumberland acknowledges that it accepts and agrees to be bound by this Agreement.

_____
Signature of Authorized Representative
Cumberland, Maryland

_____
Name of Authorized Representative
Cumberland, Maryland

Regular Council Agenda
March 1, 2016

Description

Order authorizing the execution of Amendment No. 1 to MD Bikeways Grant for the C&O Trail Connections Project as approved on July 7, 2015 by Order No. 25835, to extend the term of the original agreement to November 30, 2016

Approval, Acceptance / Recommendation

It is this department's recommendation for the City Administrator to execute Amendment No. 1 to the Grant Agreement under the Maryland Bikeways Program for the Trail Town Connections Project.

☐ 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 1, 2016_

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

THAT, the Mayor be and is hereby authorized to execute Amendment No. 1 to the Maryland Bikeways Grant Agreement for the C&O Trail Connections Project by and between the Mayor and City Council of Cumberland and the MD Department of Transportation, as approved July 7, 2015 (Order No. 25,835), to extend the term of the original agreement to November 30, 2016.

_____

Mayor Brian K. Grim

AMENDMENT No. 1

GRANT AGREEMENT UNDER THE MARYLAND BIKEWAYS PROGRAM

MARYLAND DEPARTMENT OF TRANSPORTATION THE MAYOR AND CITY COUNCIL OF CUMBERLAND

THIS AMENDMENT No. 1 is made the ____ day of _____ 2016, by and between the Maryland Department of Transportation ("Department") and the Mayor and City Council of Cumberland (Grantee"), Maryland.

WHEREAS, the Department and Grantee entered into a Grant agreement for the C&O Trail Connections project, which was executed on November 8, 2013.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

SECTION 2. AMENDED SECTION

Term of the Agreement. Section 9 of the Contract is hereby amended by deleting the paragraph of that Section and inserting the paragraph below in lieu thereof. The amended language is in bold.

The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or **November 30, 2016**, whichever is sooner.

SECTION 3. EXECUTION OF AMENDMENT

Upon full execution of this Amendment by the Grantee, the effective date will be the date the Department executes this Amendment as set forth below. When signed and dated by the authorized official of the Department, this instrument will constitute a formal amendment to the Grant Agreement. Except as amended by this Amendment No. 1, all other terms, conditions and provisions of the Contract shall remain in full force and effect and are hereby ratified and confirmed.

.

EXECUTION BY THE MARYLAND DEPARTMENT OF TRANSPORTATION

By the authorized signature below, the Department acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this_____ day of _____, 20__.

_____
Deputy Secretary
Maryland Department of Transportation

Approved as to Form and Legal Sufficiency

_____
Kenneth Hulsey, Assistant Attorney General
Maryland Department of Transportation

EXECUTION BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND

By the authorized signature below The Mayor and City Council of Cumberland acknowledges that it accepts and agrees to be bound by this Agreement.

_____
Signature of Authorized Representative
Cumberland, Maryland

_____
Name of Authorized Representative
Cumberland, Maryland

Regular Council Agenda
March 1, 2016

Description

Order authorizing the execution of an Encroachment Agreement with First Peoples Community Federal Credit Union for the purpose of installing a handicap ramp for ADA accessibility at 153 Baltimore Street

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 1, 2016

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

THAT, the Mayor be and is hereby authorized to execute an Encroachment Agreement with First Peoples Community Federal Credit Union, owner of 153 Baltimore Street, Cumberland, Maryland, for the purpose of installing a handicap ramp for ADA accessibility.

_____

Brian K. Grim, Mayor

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2016 by and between the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and **First Peoples Community Federal Credit Union** (the "Owner").

RECITALS:

WHEREAS, the Owner is the record title holder of that certain parcel of property and the improvements thereon located at 153 Baltimore Street, Cumberland, MD 21502 (the "Property"), which Property is more particularly described in the deed from First National Bank and Trust Company of Western Maryland to the Owner dated April 6, 1979 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 507, folio 175.

WHEREAS, the Owner has requested an encroachment in the public right-of-way of South George Street (the "Encroachment"), as shown of the sketch of survey attached hereto and incorporated by reference herein as Exhibit A, for the purpose of installing a handicap ramp for ADA accessibility; and

WHEREAS, the City has agreed to allow the said Encroachment, subject to the terms and conditions set forth below.

WITNESSETH:

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City and the Owner hereby agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Grant of License.** The City hereby licenses and permits the Owner to utilize the Encroachment for the purpose of installing a handicap ramp for ADA accessibility, but only within the area of the Encroachment. It is understood that the Encroachment is hereby deemed to be by license only and is not to be considered a conveyance or permanent grant of an easement in the area encroached upon. The grant of the said license confers no right, title or interest in and to the City's property other than the right to use the Encroachment subject to the terms and conditions of this Agreement. The license granted herein may be revoked for any reason or no reason at all.

3. **Duration.** It is understood and agreed that the license for the Encroachment herein granted is temporary in nature. The City may terminate this Agreement at any time and for any reason. In the event the City terminates this Agreement, the Owner, at its sole cost and expense, shall remove all improvements they installed in the area of the Encroachment, restoring it to the condition is was in prior to the installation of those

improvements. Said removal and restoration shall be effected no later than sixty (60) days from the date of the City's demand therefor. In the event the Owner fails to effect the removal of the Encroachment and the restoration of the Property in the manner and within the time frame aforesaid, the City may effect the said removal and/or restoration, and the Owner shall indemnify the City for the costs it incurs in doing so.

4. **Construction.** Any and all bearings and/or structures erected upon or in the area of the Encroachment by or on behalf of the Owner shall be supported by their own foundations and shall not rely on existing conditions or structures located within the right-of-way. Any construction within the area of the Encroachment shall be undertaken, completed and at all times maintained by the Owner in a good and/or workmanlike manner, using sound construction, engineering and or maintenance techniques and practices. To the extent that any permits are required for the construction or improvement to the area of the Encroachment, the Owner shall apply for and obtain them at its sole cost and expense. This Agreement shall not be deemed to constitute such a permit or an application therefor.

5. **Indemnification.** The Owner, for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, which may be imposed upon or asserted against the City arising from or in any way associated with the Encroachment, the Owner's breach of the terms of this Agreement and/or any acts or omissions occurring within or related to the area in which the Encroachment is located. In the event the City institutes court proceedings for the purpose of enforcing the terms of this Agreement, the Owner shall be liable for its reasonable attorneys' fees, court costs and litigation expenses.

6. **Agreement Runs with Land.** This Agreement shall be binding upon the Owner, its personal representatives, heirs, successors and assigns. This Agreement will run with the title to the Property and will forever benefit the City and bind the Owner and all future owners of the Property, including, without limitation, their respective personal representatives, heirs, successors and assigns.

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

8. **Entire Agreement.** 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. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

9. **Waiver.** The City's indulgence with respect to any of the terms and conditions of this Agreement or its failure to exercise any of its rights thereunder shall not constitute a waiver thereof, and the Owner shall remain liable and responsible for the strict performance of such terms and conditions.

10. **Governing Law.** 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.

11. **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.

12. **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.**

13. **Recording Costs/Taxes.** The City reserves the right to record this Agreement among the Land Records of Allegany County, Maryland. The Owner shall bear the costs of recordation and shall pay any taxes due in connection therewith.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS / ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____

Marjorie A. Eirich, City Clerk

By:_____(SEAL)

Brian K. Grim, Mayor

WITNESS / ATTEST:

FIRST PEOPLES COMMUNITY FEDERAL CREDIT UNION

_____

_____ (SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2011, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of the City of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation and that he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $10.00 and that the total payment made to the grantor was $10.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2011, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that **he/she** executed the same for the purposes therein contained.

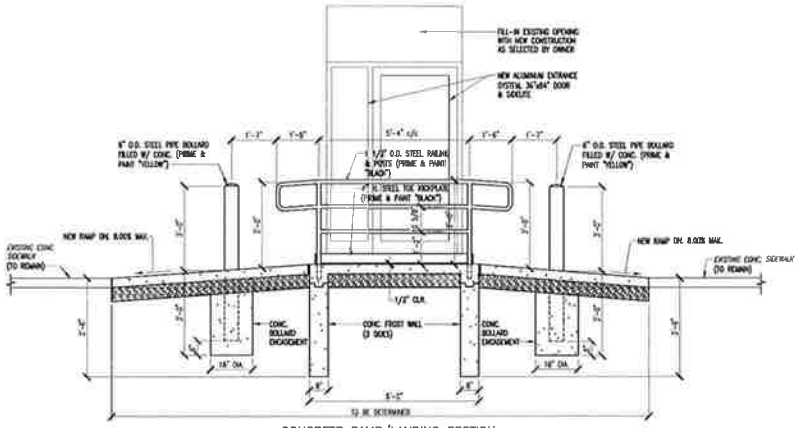
WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC

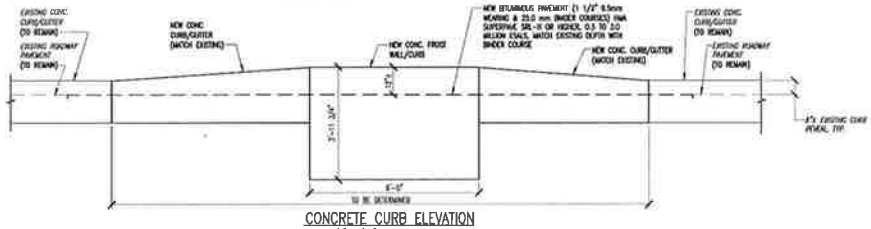
My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by the Mayor and City Council of Cumberland, a party to the instrument, and that no title search was performed in connection with its preparation.

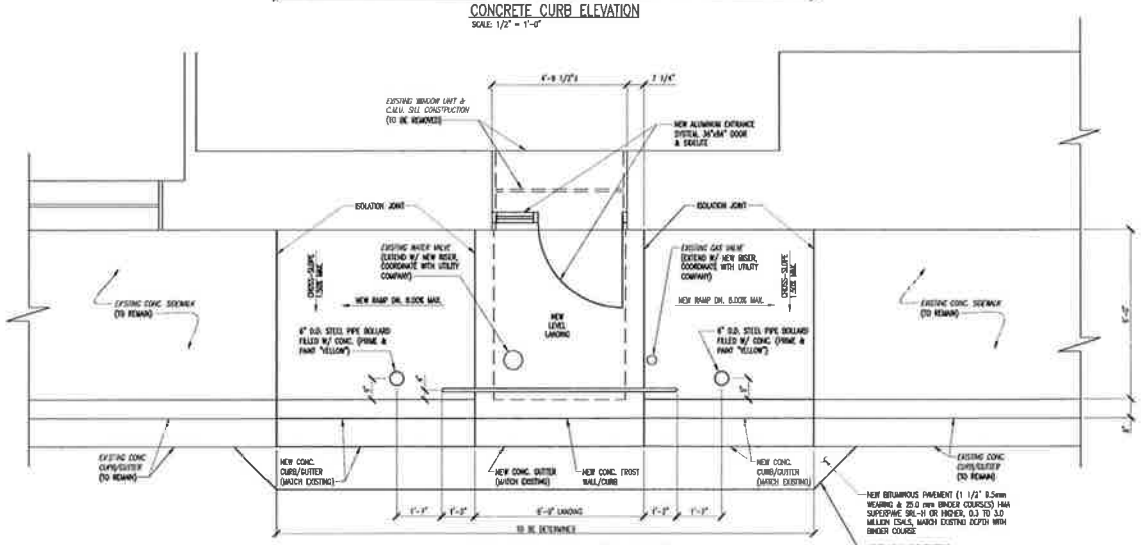
_____
Jeffrey D. Rhodes, City Administrator



CONCRETE RAMP/LANDING SECTION
SCALE: 1/2" = 1'-0"



CONCRETE CURB ELEVATION
SCALE: 1/2" = 1'-0"



CONCRETE RAMP/LANDING PLAN VIEW
SCALE: 1/2" = 1'-0"

NOTE: DO NOT SCALE DRAWING
IT IS THE RESPONSIBILITY OF EACH CONTRACTOR AND SUBCONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND ALL DIMENSIONS PRIOR TO BIDDING AND BEFORE BEGINNING ANY WORK. EACH CONTRACTOR IS TO FULLY COORDINATE HIS WORK WITH THAT OF OTHER TRADES. REFER TO THE CONTRACT AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

Professional Certification
I hereby certify that the documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland license number 23616 expiration date 06/30/2015

Seal | Date
Seal | Date

No.	Revisions	Date

Scale: AS NOTED
Date: 01/21/2016
Drawn By: MN-1
Checked By: GE
Project No.: 0360-15-375 (3249)
File No.: Existing Lobby Floor Plan.dwg

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50 N. MECHANIC ST.
CUMBERLAND, MD. 21502
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www.adsgroup.com
BRANCHES: ALTOONA, PA. CLARION, PA. JOHNSTOWN, PA. SOMERSET, PA. CUMBERLAND, MD.

FIRST PEOPLES COMMUNITY FEDERAL CREDIT UNION
LOBBY RENOVATION PROJECT
133 BALTIMORE STREET, CUMBERLAND, MD. 21502
RAMP/LANDING PLAN AND DETAILS

Drawing No.
A-1

R13349 First Peoples Comm FCU\15583 Com B\Lobby\05 CAD\DH1 North\Proposed Lobby Floor Plan.dwg, 1/21/2016 4:53:37 PM, DWG To PDF.pc3