



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

David Kauffman

CITY CLERK

Marjorie A. Woodring

MINUTES

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

DATE 9/1/2015

***Pledge of Allegiance**

I. ROLL CALL

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

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

II. PROCLAMATIONS

(A) Proclaiming the month of September, 2015 as "Hunger Action Month" in the City of Cumberland

Mayor Grim read the proclamation and presented it to Ms. Diana Loar, Executive Director of the Western Maryland Food Bank. Ms. Loar thanked the Mayor and Council for their support of the Food Bank.

III. DIRECTOR'S REPORT

(A) Fire

1. Fire Department monthly report for July, 2015

Item Action:Approved

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

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of July 7 and 21, 2015

Item Action:Approved

Motion to approve the minutes was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and was passed on a vote of 5-0.

V. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order authorizing the execution of an "Amendment to Collective Bargaining Agreement" with the UFCW Local 1994 MCGEO agreement to a modification of Sections 10.3 (b) and (c) pertaining to the addition of a 1% stipend and re-opener negotiations

Item Action:Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and was passed on a vote of 5-0.

ORDER NO. 25,868

2. Order authorizing the City Administrator to accept the proposal of The EADS Group, Inc. for City Project "Mechanic Street Access Road Improvements" (13-14-M), in an amount not to exceed \$35,249.68

Item Action:Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and was passed on a vote of 5-0.

ORDER NO. 25,869

3. Order authorizing the execution of a Contract of Sale between the City (Buyer) and Michael R. Records, Matthew J. Records, and Patrick Records (Sellers) regarding property at 602-604 Maryland Ave. for the purchase price of \$7,500; authorizing acceptance of the deed provided settlement contingencies are met; authorizing extension of the Contract if necessary; and authoring the City Administrator and City Solicitor to sign the necessary documents to facilitate the transfer

Item Action:Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and was passed on a vote of 5-0.

ORDER NO. 25,870

4. Order appointing Brian White to the Parks and Recreation Board as the Board of Education representative, for the period 9/1/15 - 9/1/20

Item Action:Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and was passed on a vote of 5-0.

ORDER NO. 25,871

5. Order authorizing the execution of a Donation Agreement with Christine E. Holland, Personal Representative of the Estate of Rosemary T. Byrne, outlining terms for the donation of property at 229 Cecelia Street to the City

Item Action:Approved

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-5 was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and was passed on a vote of 5-0.

ORDER NO. 25,872

(B) Letters, Petitions

1. Letter from David A. Treber requesting permission to hold the 2015 Great Allegany Run (GAR) on Saturday, October 3, 2015 in certain areas of the city of Cumberland

The Mayor and Council provided consensus to approve the request to hold the 2015 Great Allegany Run.

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Ken Wilmot, 513 Fort Avenue, stated that the Allegany County Animal Shelter was in the process of rewriting the County's animal control code to include provisions for catteries. He stated that the city was already overrun with cats and asked the Mayor and Council to provide input to the County to dissuade them from including catteries.

VII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:30 p.m.

Minutes approved on October 6, 2015

Mayor Brian K. Grim

ATTEST: Marjorie A. Woodring, City Clerk



City of Cumberland
- MARYLAND -

Proclamation

- WHEREAS,** *Maryland is home to more than 750,000 people who do not have enough to eat, and despite its status as one of the wealthiest states in the nation, Maryland communities are deeply impacted by food insecurity; and*
- WHEREAS,** *the poverty level for Maryland is 9.8% while the level for Allegany County is 17.4% - almost double that for the state; and*
- WHEREAS,** *with today's stagnant wages and the steadily rising cost of living, some individuals are working full time and still struggling to put food on the table, and 38% of food-insecure individuals in Maryland earn too much to qualify for federal or state relief; and*
- WHEREAS** *September is Hunger Action Month, when Feeding America and member food banks ask everyone in America to take action to fight hunger in their community all month long; and*
- WHEREAS,** *The Western Maryland Food Bank, Inc. is a non-profit organization in their 32nd year of operation, that takes salvageable food and non-food products and channels them to charities to assist those in need; and*
- WHEREAS,** *The Western Maryland Food Bank, Inc. has distributed nearly 32 million pounds of food since 1994 with a paid staff of six and a volunteer staff of 30-plus, helping over 10,000 individuals every month. In addition, their Backpack Program distributes over 300 backpacks per week to 11 elementary schools and 1 middle school; and*
- WHEREAS,** *The Western Maryland Food Bank, Inc. is committed to reducing hunger and is working to meet the needs of all the hungry in our area.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the month of September, 2015 in the City of Cumberland as

“HUNGER ACTION MONTH”

*Given under our Hands and Seals this 1st Day of September, in the Year 2015,
with the Corporate Seal of the City of Cumberland Hereto
Attached, Duly Attested by the City Clerk.*

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor



Regular Council Agenda
September 1, 2015

Description

Proclaiming the month of September, 2015 as "Hunger Action Month" in the City of Cumberland

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

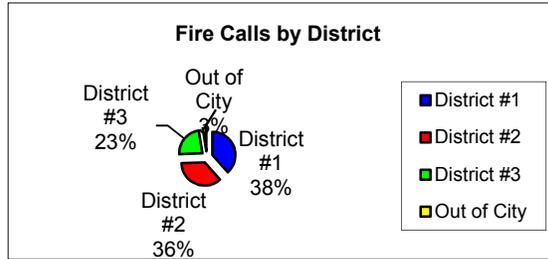
Value of Award (if applicable)

Source of Funding (if applicable)

REPORT OF THE FIRE CHIEF FOR THE MONTH OF JULY, 2015
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 117 Fire Alarms:

Responses by District:	
District #1	45
District #2	42
District #3	27
Out of City	3
	<u>117</u>



Number of Alarms:	
First Alarms Answered	116
Working Alarms Answered	1
	<u>117</u>

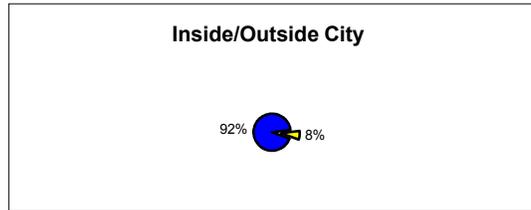
Calls Listed Below:	
Property Use:	
Public Assembly	2
Educational	1
Institutional	8
Residential	69
Stores and Offices	1
Storage	1
Basic Industry, Utility	1
Special Properties	34
	<u>117</u>

Type of Situation:	
Fire or Explosion	7
Overpressure, Rupture	0
Rescue Calls	48
Hazardous Conditions	11
Service Calls	11
Good Intent Calls	24
False Calls	16
	<u>117</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in July:	\$0.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$0.00
Total Fire Service Fees for Fire Calls Paid in July:	\$160.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$0.00
Fire Service Fees for Inspections and Permits Billed in July:	\$0.00
Fire Service Fees for Inspections and Permits Paid in July:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$0.00

Cumberland Fire Department Responded to 514 Emergency Medical Calls:

In City Calls	475
Out of City Calls	<u>39</u>
Total	514



Total Ambulance Fees Billed by Medical Claim-Aid for July, 2015:	\$133,107.52
Ambulance Fees Billed Fiscal Year to Date:	\$78,085.00
Ambulance Fees Paid:	
Revenue Received in July 2015:	\$92,058.59
FY2016 Ambulance Fees Paid in FY2016:	\$8,057.75
Total Ambulance Fees Paid in FY2016:	\$92,058.59

(Includes all ambulance fees, previous and current fiscal years, p in FY2016.)

Cumberland Fire Department provided 18 Paramedic Assist Calls:

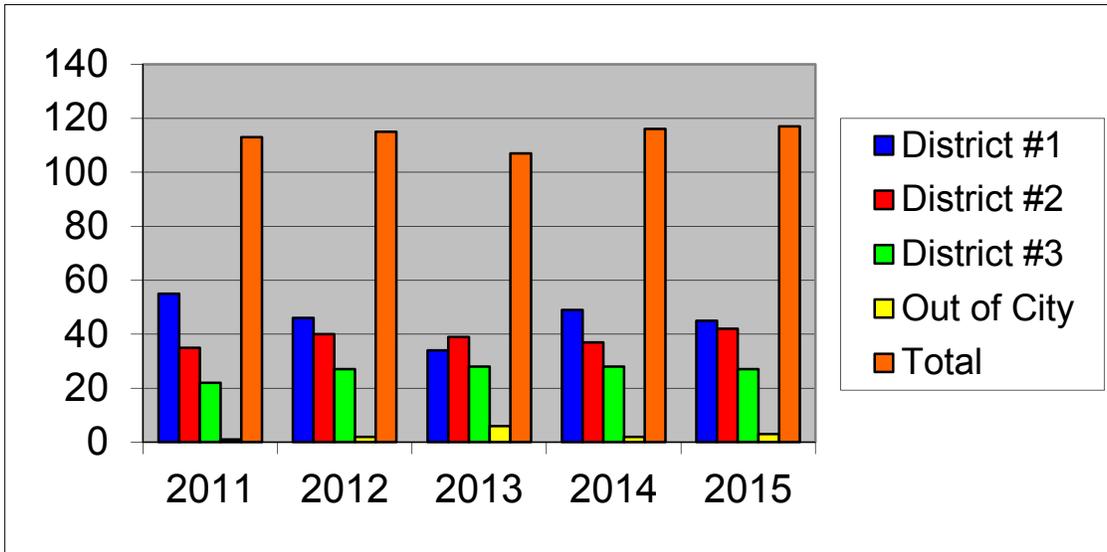
6 Paramedic assist calls within Allegany County
<u>12 Paramedic assist calls outside of Allegany County</u>
18

Cumberland Fire Department provided 21 Mutual Aid Calls:

20 Mutual Aid calls within Allegany County
<u>1 Mutual Aid calls outside of Allegany County</u>
21

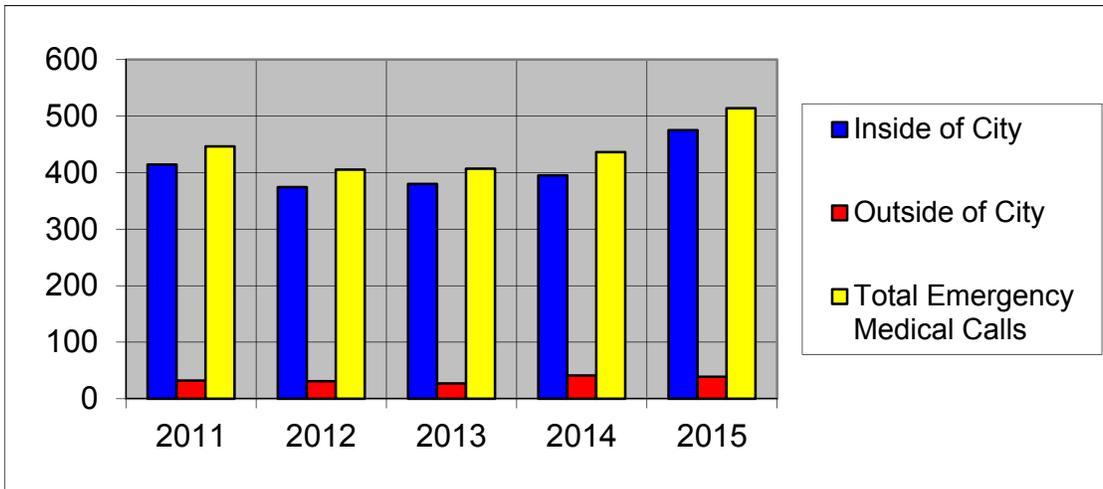
Fire Calls in the Month of July for a Five-Year Period

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
District #1	55	46	34	49	45
District #2	35	40	39	37	42
District #3	22	27	28	28	27
Out of City	<u>1</u>	<u>2</u>	<u>6</u>	<u>2</u>	<u>3</u>
Total	113	115	107	116	117



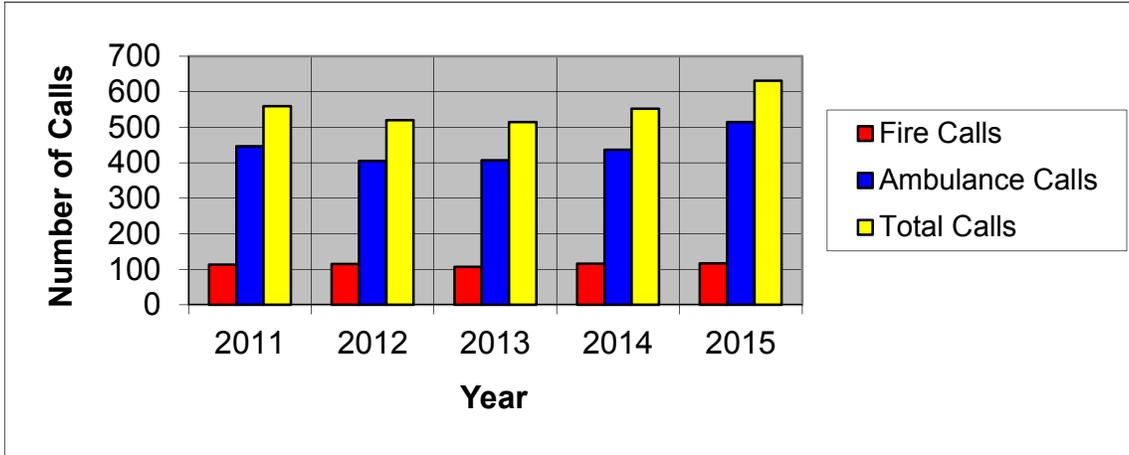
Ambulance Calls in the Month of July for a Five-Year Period

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Inside of City	414	374	380	395	475
Outside of City	<u>32</u>	<u>31</u>	<u>27</u>	<u>41</u>	<u>39</u>
Total Emergency Medical Calls	446	405	407	436	514



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

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Fire Calls	113	115	107	116	117
Ambulance Calls	446	405	407	436	514
Total Calls	559	520	514	552	631



Training

Training Man Hours:		125.50
Annual SCBA Refresher	24.00	
Fit Test	29.00	
EBSS Connection	9.00	
Inservice Inspections	15.00	
Meth Lab	6.00	
Physical Fitness	12.00	
Rapid Intervention	11.00	
Site Operations	19.50	
	<hr/>	
	125.50	

Fire Prevention Bureau

Complaints Received	3
Conferences Held	45
Correspondence	5
Inspections Performed	1
Investigations Conducted	7
Plan Reviews	7

Personnel

Fire Equipment Operator Randall W. Whittington retired effective July 1, 2015, with more than 38 years of service.

Firefighter/EMT-I Joshua J. Burkett resigned effective July 10, 2015.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer



Regular Council Agenda
September 1, 2015

Description

Fire Department monthly report for July, 2015

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



MAYOR
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CITY ADMINISTRATOR
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David J. Caporale
David F. Kauffman

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 7/7/15

*Pledge of Allegiance

I. ROLL CALL

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

ABSENT: Council Member Seth Bernard

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

Item Action: Approved

Mayor Grim recognized the members of the Cumberland Police and Fire Departments for their response to a house fire that day and thanked them for the services they provide on a regular basis.

- (A) Recognition of the officers of the Cumberland Police Department who provided public safety support during the April, 2015 unrest in Baltimore, Maryland

Mayor Grim recognized and thanked the officers of the Cumberland Police Department tactical team who had responded to the unrest in Baltimore in April. The responding officers were Lt. Brian Lepley, Pfc. Christopher Mullaney, Pfc. Donald Jenkins, Pfc. Joshua Keckley, Pfc. Jesse Ritter, and Pfc. James Beck (who could not be in attendance). Mayor Grim stated the officers had provided assistance to the Baltimore City Police as they responded to looting, large crowds and gang members, and helped to deploy the curfew set in place.

III. DIRECTOR'S REPORT

- (A) Fire

1. Fire Department Monthly Report for May, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and was passed on a vote of 4-0.

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of May 5 and May 19, 2015

Item Action: Approved

Motion to approve the minutes was made by Councilwoman Alt-Myers, seconded by Councilman Kauffman, and was passed on a vote of 4-0.

V. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance (*2nd and 3rd readings*) - authorizing the conveyance of City-owned surplus property at 216 Knox Street to Michael A. Pfaff for the amount of \$1,800.00

Mr. Rhodes provided background on the Ordinance, noting that the property to be transferred was the site of a former blighted structure that had been demolished.

SECOND READING: The Ordinance was presented in Title only for its second reading. The reading was interrupted and motion to approve the second reading and move to the third after comment was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

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

THIRD READING: The Ordinance was presented in Title only and was approved on a vote of 4-0.

ORDINANCE NO. 3787

VI. NEW BUSINESS

(A) Resolutions

1. Resolution supporting the Allegany Museum's application to the Maryland Department of Housing and Community Development, Division of Neighborhood Revitalization, to encourage donations to the Museum's Endowment Fund

Mr. Rhodes provided background on the Resolution. The Resolution was presented in Title only and Mayor Grim called for questions or comment.

Motion to approve the Resolution was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

RESOLUTION NO. R2015-03

2. Resolution supporting the YMCA's application to the MD Department of Housing and Community Development's Community Investment Tax Credit Project to support the YMCA's "Seniors Wellness Project"

Mr. Rhodes provided background on the Resolution. The Resolution was presented in Title only and Mayor Grim called for questions or comment.

Motion to approve the Resolution was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

RESOLUTION NO. R2015-04

3. Resolution granting the Cumberland Outdoor Club a property tax credit for the 2015-2016 tax year

Mr. Rhodes provided background on the Resolution. The Resolution was presented in Title only and Mayor Grim called for questions or comment.

Motion to approve the Resolution was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

RESOLUTION NO. R2015-05

(B) Orders (Consent Agenda)

1. Order authorizing the execution of a Grant Agreement with the Maryland Department of Transportation to improve the pedestrian and bicycle connection from the Cumberland Amtrak Station to the Great Allegany Passage trail and the C&O Canal Towpath in Cumberland for an amount not to exceed \$50,000.00, with the City providing matching funds in the amount of \$39,003

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

ORDER NO. 25,835

2. Order authorizing the Chief of Police to accept a FY16 GOCCP Sex Offender Compliance and Enforcement in Maryland Grant, titled "Monitoring Support Program," in the amount of \$19,920 to be used for police overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency and to purchase digital cameras

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

ORDER NO. 25,836

3. Order authorizing the execution of Change Order No. 3 to the current contract with Arnold's Lawn Care (Project No. 2-14-M) in the increased amount of \$5,970.00 and 30 calendar days, bringing the total contract amount to \$62,955.00 and extending the term to August 7, 2015

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

ORDER NO. 25,837

4. Order authorizing the City Administrator to execute a "Fourth Amendment to Tolling & Standstill

Agreement" with S&N Realty LLC, extending the period of the original Agreement from July 15, 2015 to September 15, 2015, and authorizing the City Administrator to extend the Agreement for up to an additional 30 days if necessary

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

ORDER NO. 25,838

5. Order accepting the proposal of Atlantic Broadband to provide service and equipment for the installation of data services at the Public Safety Building, Wastewater Treatment Plant, South End Fire Station, and various SCADA and camera sites, and authorizing the execution of documentation for that purpose

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

ORDER NO. 25,839

6. Order approving Change Order No. 1 to the contract with Link Computer Corporation for the provision of services and hardware for a Nimble SAN Disk Unit, in the increased amount not to exceed \$632.82, bringing the total contract amount to \$40,632.82

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

ORDER NO. 25,840

7. Order appointing Sandi Saville, Doug Schwab, Ed Huber, Larry Jackson, and Daniel Taylor-Neumann to the Downtown Development Commission for three-year terms, effective July 1, 2015 - July 1, 2018

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-7 was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and was passed on a vote of 4-0.

ORDER NO. 25,841

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Delegate Michael McKay presented Mayor Grim with a 90-day report detailing the status of legislation he sponsored or co-sponsored during the past session. Also enclosed was a report of how he voted on each bill and what each bill contained. He stated his goal was to promote responsive and transparent government.

VIII. ADJOURNMENT

With no further business at hand, the meeting adjourned at 7:40 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

CITY SOLICITOR
Michael Scott Cohen

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
David F. Kauffman

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 7/21/15

***Pledge of Allegiance**

I. ROLL CALL

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

ABSENT: Councilman Dave Kauffman

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

II. CERTIFICATES, AWARDS AND PRESENTATIONS

- (A) Presentation of City Star Awards to Stephanie Pratt and Wolfgang Hofacker for their work with the Catholic Heart Workcamp

Mayor Grim recognized Stephanie Pratt and Wolfgang Hofacker for their work with the Catholic Heart Camp and facilitating the 4th year of community service projects organized through the Camp, undertaken with the assistance of 260 volunteers.

- (B) Certificate of Recognition presented to Devon Loewendick who captured First Place Showing in the 2015 National Marbles Tournament

Mayor Grim presented Mr. Loewendick with a Certificate of Recognition in honor of his outstanding achievement and thanked him for representing the City of Cumberland in this national championship.

- (C) Presentation outlining performance of the first year of the City's curbside recycling program

Raquel Ketterman, Environmental Technician, and Melanie Hunt, Environmental Intern, provided an update on the first year of the City's recycling program. They presented information on the City's program to inform the community of the program and provided information on how to correctly recycle. Numbers on the tonnage of recyclables collected

were provided and those numbers indicated a successful first year with Burgmeier's Hauling. Increased participation was being realized on a monthly basis. David and Matt Burgmeier spoke about re-educating the public on the benefits of recycling and discussed several methods for continuing to get information on the program out to the public. Mayor Grim stated that he had received many compliments on the recycling program and credited Burgmeier's with the success of the program.

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for June, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

(B) Fire

1. Fire Department monthly report for June, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

(C) Administrative Services

1. Administrative Services monthly reports for May and June, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

(D) Public Works

1. Maintenance Division monthly report for June, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

2. Utilities and Central Services monthly report for June, 2015

Item Action: Approved

Motion to approve the report was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Work Session Minutes of May 19, 2015

Item Action: Approved

Motion to approve the minutes was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

(B) Administrative / Executive

1. Approval of the Administrative Session Minutes of May 5 and May 19, 2015

Item Action: Approved

Motion to approve the minutes was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

Administrative Session - May 9, 2015

PRESENT: Mayor Brian K. Grim; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION to enter into closed Administrative Session to discuss union negotiations was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

AUTHORITY to close session: Annotated Code of Maryland, State Government Article, Section 10-508(a) (9)

TOPIC: Union negotiations

Administrative Session - May 19, 2015

PRESENT: Mayor Brian K. Grim, President: Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, David Kauffman; Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed Administrative Session to discuss personnel issues and union negotiations was made by Councilman Kauffman, seconded by Councilman Caporale, and passed on a vote of 5-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1) and (9).

TOPICS: Personnel issues and union negotiations

V. NEW BUSINESS

(A) Ordinances

1. Ordinance (*1st reading*) - enacting Section 10-33 of the Code to provide for a property tax credit for the rehabilitation of qualifying commercial structures

Mr. Rhodes provided background on the Ordinance, stating that enabling legislation had been passed last year at the state level. The tax credit would be used to encourage the redevelopment of existing building and was directed towards improvements related to elevators, sprinkler systems, and ingress and egress issues.

FIRST READING: The Ordinance was presented in Title only for its first reading. Motion to approve the first reading and table for two weeks was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

(B) Resolutions

1. Resolution granting the Carver Community Center, Inc. a property tax credit for the 2015-2016 tax year

Mr. Rhodes provided background on the Resolution. The Resolution was presented in Title only. Motion to approve the Resolution was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

RESOLUTION NO. R2015-06

(C) Orders (Consent Agenda)

1. Order authorizing the Chief of Police to accept a GOCCP Safe Streets Grant for FY16 in the amount of \$170,000.00 for personnel, equipment, and overtime costs associated with this ongoing initiative

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,842

2. Order authorizing the Chief of Police to accept a GOCCP STOP Gun Violence Reduction Grant titled "Gun Violence Reduction Initiative" for FY16 in the amount of \$8,000 for overtime to perform gun related investigations and specialized gun interdiction patrols, and to assist in the execution of search warrants to proactively combat street level violent crime

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,843

3. Order accepting the proposal of Ritter and Paratore Contracting, Inc. for the "Demolition of East Side School" (City Project No. 17-14-M) in the estimated unit price of \$264,000.00

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,844

4. Order accepting the proposal of Allegheny Restoration, Inc. for the "Frederick Street Parking Garage Repairs" (City Project No. 10-15-M) in the estimated unit price of \$48,940.00

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,845

5. Order accepting the proposal of CBIZ Insurance Services, Inc. to provide risk management services for the period 7/1/15 through 7/1/16 in the amount of \$32,000

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,846

6. Order authorizing the execution of a Memorandum of Understanding with the Cumberland Economic Development Corporation (CEDC) to set forth terms and conditions related to the annual funding and conveyance of property and how those assets will be utilized by the CEDC

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,847

7. Order accepting the sole source proposal from Duke's Root Control, Inc. to provide root control services to City sewer mains in an amount not to exceed \$43,694.57

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,848

8. Order authorizing the execution of a Donation Agreement with Cumberland Choice Rentals, LLC, setting forth terms and conditions for the City's acceptance of properties at 257-259 Williams Street (Tax No. 04-022009), 269 Williams Street (Tax No. 04-025784) and 316 Baltimore Avenue (Tax No. 23-009633), all in "AS IS" condition

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,849

9. Order declaring 7 Arch Street and 9 Arch Street to be surplus properties and declaring the City's intent to grant the properties to the Allegany County Human Resources Development Commission, Inc. for the construction of a single family or duplex dwelling no later than September 31, 2017

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,850

10. Order authorizing the execution of a Tolling & Standstill Agreement with AFSCME Local 553 to stay the proceedings pending the lawsuit filed by AFSCME and toll the statute of limitations through September 21, 2015

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim

called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,851

11. Order authorizing the execution of a Contract of Sale between the City (Buyer) and Peter DeArcangelis (Seller) for property at 404 Park Street for the amount of \$34,300; authorizing the acceptance of the deed providing settlement contingencies are met; authorizing a 60-day extension of the contract if necessary; and authorizing the City Administrator and City Solicitor to execute the documents necessary for the transfer

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,852

12. Order declaring property at 506-508 Maryland Avenue to be surplus property and declaring the City's intent to convey the property and \$6,000 to Howder, Inc. in exchange for 414 Park Street

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,853

13. Order accepting the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2015 through July 1, 2016 in the estimated amount of \$1,179,360.00 and authorizing the City Administrator to execute a Prefunded Deductible Reimbursement and Security Agreement to effect this coverage

Mr. Rhodes provided background on each item on the Consent Agenda and Mayor Grim called for questions or comments. Motion to approve Consent Agenda Items 1-13 was made by Councilwoman Alt-Myers, seconded by Councilman Bernard, and was passed on a vote of 4-0.

ORDER NO. 25,854

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Dr. Larry Smith, 824 Shriver Avenue, commended the leadership of the City on launching the recycling program and on attacking blighted properties. He stated that there needed to be dialogue on the issue of drugs being a part of the nuisance ordinance, particularly with regard to rental properties. He stated that in the aftermath of the 2008 recession many vacant properties were now bank-owned and banks had a responsibility to the community, as well, to maintain those properties. He suggested that banks should register with the City and pay an annual fee. Dr. Smith further stated that he had recently had a situation in North End that required him to make contact with the police department and commended the officers and department for their handling of the situation. He asked Council to consider what needed to be done to make the neighborhoods more desirable to live in.

VII. ADJOURNMENT

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

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
September 1, 2015

Description

Approval of the Regular Session Minutes of July 7 and 21, 2015

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: September 01, 2015

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

THAT the Mayor be and is hereby authorized to execute an "Amendment to Collective Bargaining Agreement," by and between the Mayor and City Council of Cumberland and the United Food and Commercial Workers Local 1994 MCGEO, agreeing to a modification of Section 10, Subsections (b) and (c) pertaining to a 1% stipend and reopener negotiations.

Brian K. Grim, Mayor

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

THIS AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT (“Amendment”) is made and executed this 1st day of September, 2015, by and between the **Mayor and City Council of Cumberland**, a municipal corporation of the State of Maryland, hereinafter referred to as the “Employer”, and the **United Food and Commercial Workers Local 1994 MCGEO**, hereinafter referred to as the “Union”.

RECITALS:

WHEREAS, on or about August 18, 2015, the Employer and the Union entered into a collective bargaining agreement applicable to the period from July 1, 2015 through June 30, 2018 (the “Agreement”); and

WHEREAS, the parties have agreed to amend the Agreement in accordance with the following terms and conditions, which they deem to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Amendment, they hereby agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Amendment and form a part of the same as though they were set forth in full herein.

2. **Modifications to Agreement.**

2.1. Modifications of Sections 10.3(b) & (c). Subsections (b) and (c) of Section 10.3 of the Agreement (as they appear on page 7 of the said Agreement, see Exhibit A attached hereto and made a part hereof) are deleted in their entirety and replaced with the following language:

(b) For FY2016, Police Officers covered under this Agreement shall be paid a bonus equal to one percent (1%) of their annual salary based on the pay schedule located in Appendix I of this Agreement, payable within sixty (60) days from the execution of the Agreement.

(c) The parties will hold reopener negotiation sessions to address the issue of wages for the second and third year of the Agreement.

In order to facilitate the amendment of the Agreement in the manner aforesaid, the Exhibit B attached hereto and made a part hereof, which includes the modifications described herein and constitutes a new version of page 7 of the Agreement, shall be inserted into the executed originals of the Agreement and the old version of page 7 shall be removed therefrom.

3. **Effective Date.** The effective date of this Amendment shall be the date and year first above written unless otherwise provided herein.

4. **Limited Modification.** Except as specifically modified by this Amendment, all terms and conditions of the Agreement remain unchanged, in full force and effect, and are hereby ratified and confirmed by the Employer and the Union.

5. **Miscellaneous Provisions.**

5.1. **Invalidity.** If any provision or part of any provision of this Amendment shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other sections or the remaining part of any effective section of this Amendment and this Amendment shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

5.2. **Binding Effect.** This Amendment shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

5.3. **Captions.** The captions and various sections and paragraphs of this Amendment have been inserted only for the purposes of convenience. Such captions are not a part of this Amendment and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Amendment.

5.4. **Construction of Amendment.** This Amendment, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland.

5.5. **Entire Agreement.** This Amendment constitutes and contains the entire agreement and understanding among the parties regarding its subject matter and may not be modified except in a subsequent writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the Employer and Union acknowledge that this Amendment is their respective act and deed effective as of the date and year first above written and, in signing below, each of the signatories in their capacities as individuals certify under the penalties of perjury that they are duly authorized to execute this Amendment by their respective bodies on behalf of which they are signing.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

**Marjorie A. Woodring,
City Clerk**

By: _____
Brian K. Grim, Mayor

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1994
MCGEO**

By:  _____
Gino Renne, President

EXHIBIT A

**ARTICLE 9
Lateral Entry**

9.1 Persons hired as a Patrolman to the Cumberland City Police Department will be eligible for a maximum of five (5) years of prior service for purposes of placement on the wage scale. Prior service credit must be from an MPCTC certified law enforcement agency or someone who must complete a Comparative Compliance course. If the employee must complete a full academy, they are not eligible. Nothing in this Article prohibits the City from offering advances in vacation time to prospective employees of the police department.

**ARTICLE 10
Salary and Wage Rates**

10.1 Wage Compression

If any future hires that are brought in above the entry level step on the wage scale because of prior experience, all current bargaining unit members salaries shall be reviewed and adjusted if necessary to prevent wage compression.

10.2 Pay Policies

The Employer will pay all employees biweekly.

10.3 Salary Schedules

- (a) Police Officers covered under this Agreement shall be compensated pursuant to the pay schedule located in Appendix I of this Agreement.
- (b) The parties will hold reopener negotiation sessions to address the issue of wages for the second and third year of the Agreement.
- (c) In the event the City's financial condition improves and there are funds in excess of that necessary to maintain their financial recovery, then the parties may reopen this Agreement to discuss wages for FY-2013.

10.4 Shift Differential

Employees that work between the hours of 1900-0700 shall receive shift differential pay at the rate of **\$1.25** per hour.

10.5 Field Training Pay

Bargaining unit members who are field training officers shall receive an additional **two dollars (\$2.00)** per hour for each hour they are assigned a trainee.

EXHIBIT B

ARTICLE 9
Lateral Entry

9.1 Persons hired as a Patrolman to the Cumberland City Police Department will be eligible for a maximum of five (5) years of prior service for purposes of placement on the wage scale. Prior service credit must be from an MPCTC certified law enforcement agency or someone who must complete a Comparative Compliance course. If the employee must complete a full academy, they are not eligible. Nothing in this Article prohibits the City from offering advances in vacation time to prospective employees of the police department.

ARTICLE 10
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If any future hires that are brought in above the entry level step on the wage scale because of prior experience, all current bargaining unit members' salaries shall be reviewed and adjusted if necessary to prevent wage compression.

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The Employer will pay all employees biweekly.

10.3 Salary Schedules

- (a) Police Officers covered under this Agreement shall be compensated pursuant to the pay schedule located in Appendix I of this Agreement.
- (b) For FY2016, Police Officers covered under this Agreement shall be paid a bonus equal to one percent (1%) of their annual salary based on the pay schedule located in Appendix I of this Agreement, payable within sixty (60) days from the execution of the Agreement.**
- (c) The parties will hold reopener negotiation sessions to address the issue of wages for the second and third year of the Agreement.

10.4 Shift Differential

Employees that work between the hours of 1900-0700 shall receive shift differential pay at the rate of **\$1.25** per hour.

10.5 Field Training Pay

Bargaining unit members who are field training officers shall receive an additional **two dollars (\$2.00)** per hour for each hour they are assigned a trainee.



Regular Council Agenda
September 1, 2015

Description

Order authorizing the execution of an "Amendment to Collective Bargaining Agreement" with the UFCW Local 1994 MCGEO agreement to a modification of Sections 10.3 (b) and (c) pertaining to the addition of a 1% stipend and re-opener negotiations

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: September 01, 2015

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

THAT the City Administrator be and is hereby authorized to accept the proposal of The EADS Group, Inc., 450 Aberdeen Drive, Somerset, PA 15501, for City Project "Mechanic Street Access Road Improvements" (13-14-M), in an amount not to exceed \$35,249.68; and

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

Brian K. Grim, Mayor

Contractor	Bid Amount
The EADS Group, Inc.	\$35,249.68
Gwin, Dobson & Forman, Inc.	\$49,601.33
SPEC, Inc.	\$71,881.00
Bennet, Brewer and Associates, LLC	\$87,777.80

Funding: 115.99XB.63000



Regular Council Agenda
September 1, 2015

Description

Order authorizing the City Administrator to accept the proposal of The EADS Group, Inc. for City Project "Mechanic Street Access Road Improvements" (13-14-M), in an amount not to exceed \$35,249.68

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to accept the proposal from The EADS Group, Inc. for City Project 13-14-M, "Mechanic Street Access Road Improvements Design Contract," in the not-to-exceed amount of \$35,249.68. Three other proposals were received: Gwin, Dobson & Forman, Inc. \$49,601.33, SPEC, Inc. \$71,881.00, Bennet, Brewer and Associates, LLC \$87,777.80.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$35,249.68

Source of Funding (if applicable)

115.99XB.63000

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

ORDER NO. _____

DATE: September 01, 2015

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 Michael R. Records, Matthew J. Records and Patrick Records ("Sellers") for the property and improvements thereon located at 602-604 Maryland Avenue, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Book 2008, Page 441, Tax Account No. 04-039742, for the purchase price of Seven Thousand, Five Hundred Dollars (\$7,500.00)); 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 **Michael R. Records, Matthew J. Records and Patrick Records** (“Sellers”) and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

1. Property Description. Sellers do agree to sell to Buyer, and Buyer does agree to purchase from Sellers, all of the following tracts or parcels of land, together with the improvements thereon which are owned by Sellers and are hereinafter referred to collectively as the “Property”:

A. 602-604 Maryland Avenue, Cumberland, MD 21502, Allegany County Land Records Book 2008, Page 441, Tax Account No. 04-039742.

2. Purchase Price. The purchase price for the Property (the “Purchase Price”) is Seven Thousand Five Hundred Dollars (\$7,500.00), which Purchase Price includes the real property and improvements described in Section 1 above.

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

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

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

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

B. Sellers shall be responsible for the termination 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 of 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, but such waiver must be effected in a writing submitted to Sellers by Buyer’s Mayor, City Solicitor or City Administrator. Therefore, it shall be incumbent upon Sellers to make arrangements for this walk-through or to procure the written waiver in advance of settlement.

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

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

8. **Possession.** Sellers agree to give Buyer possession and occupancy of the Property at the time of settlement. Sellers will deliver the Property in substantially the same physical condition as of the date of his/her/its execution of this Contract but free of Sellers' personal property and all junk, trash and debris.

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

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

Sellers shall provide Buyer with a draft of the deed in advance of settlement for its review and approval. Should Sellers desire that Buyer draft the deed, Sellers shall notify the City Solicitor accordingly.

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

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

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

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

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

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

- Property Disclosure Statement
- Property Disclaimer Statement

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

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

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

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

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

_____ Buyer's Initials _____
_____ Sellers' Initials _____

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

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

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

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

20. Breach of Contract and Default. Buyer and Sellers are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Sellers, shall reimburse the non-defaulting party for 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. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

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

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

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Brian K. Grim

Date

[Redacted]

[Redacted]

Michael R. Records

[Redacted]

Date

[Redacted]

[Redacted]

Matthew J. Records

[Redacted]

Date

[Redacted]

[Redacted]

Patrick Records

[Redacted]

Date

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish the buyer 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 (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).

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; otherwise complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Property Address: 602-604 Maryland Avenue, Cumberland, MD 21502
Legal Description: Deed recorded among Land Records of Allegany County, Maryland in Book 2008, Page 441

The undersigned owner(s) of the real property described above make no representations or warranties to the condition of the real property or any improvements thereon, and the buyer will be receiving the real property “as is” with all 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 Section 10-702 of the Maryland Real Property Article.

Sellers: _____ Date: _____
Michael R. Records

_____ Date: _____
Matthew J. Records

_____ Date: _____
Patrick Records

Buyer acknowledges receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.

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

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

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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

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

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

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

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

Agent’s Acknowledgment (initial)

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

Certification of Accuracy

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

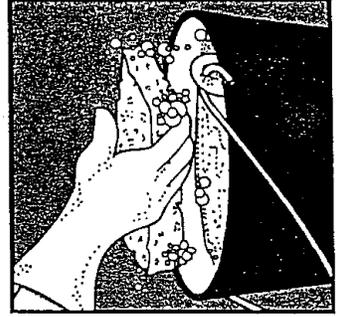
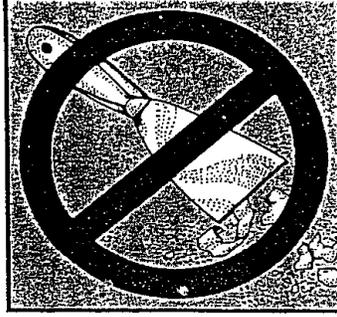
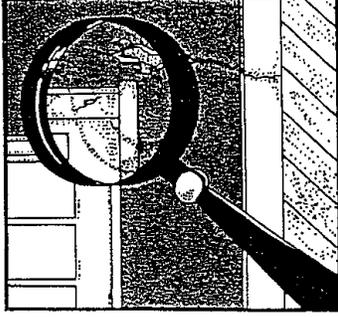
Buyer: _____ Date: _____
Mayor and City Council of Cumberland,
by Brian K. Grim, Mayor

Sellers: _____ Date: _____
Michael R. Records

_____ Date: _____
Matthew J. Records

_____ Date: _____
Patrick Records

Protect Your Family From Lead In Your Home



United States Consumer
Product Safety Commissioner

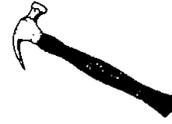
EPA747-K-94-001
May 1995

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

SELLERS will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

RENOVATORS will have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

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

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children that seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

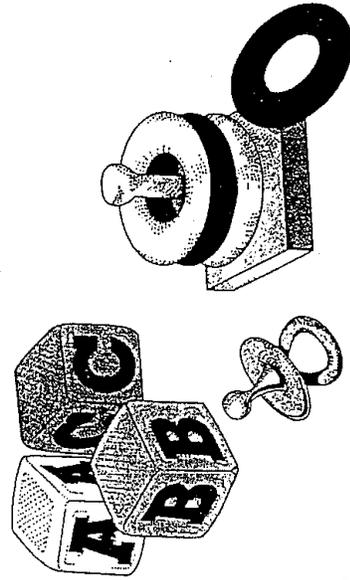
If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.

Even children who appear healthy can have dangerous levels of lead.

- People can get lead in their body if they:
- ◆ Put their hands or other objects covered with lead dust in their mouths.
 - ◆ Eat paint chips or soil that contain lead.
 - ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Lead is even more dangerous to children than adults because:
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
 - ◆ Children's growing bodies absorb more lead.
 - ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.



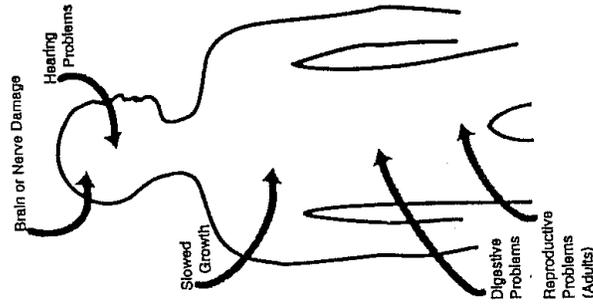
Lead's Effects

If not detected early, children with lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



Lead affects the body in many ways.

Checking Your Family for Lead

Get your children tested if you think your home has high levels of lead.

A simple blood test can detect high levels of lead. Blood tests are important for:

- ◆ Children who are 6 months to 1 year old (6 months if you live in an older building or home that might have lead in the paint).
- ◆ Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. *Treatment can range from changes in your diet to medication or a hospital stay.*

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing.

Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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).

Where Lead Is Likely To Be a Hazard

Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

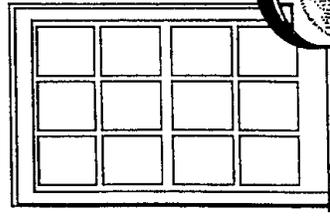
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, and banisters.
- ◆ Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 12) to find out about soil testing for lead.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards



Checking Your Home for Lead

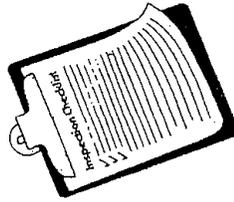
Just knowing that a home has lead-based paint may not tell you if there is a hazard.

- You can get your home checked for lead hazards in one of two ways, or both:
- ◆ A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
 - ◆ A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. *The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place.* Call your state agency for help with locating qualified professionals in your area (see page 12).

- Trained professionals use a range of methods when checking your home, including:
- ◆ Visual inspection of paint condition and location.
 - ◆ Lab tests of paint samples.
 - ◆ Surface dust tests.
 - ◆ A portable x-ray fluorescence machine.

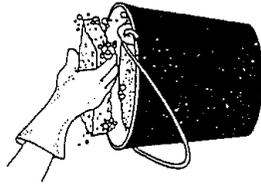
Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.



What You Can Do Now to Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**



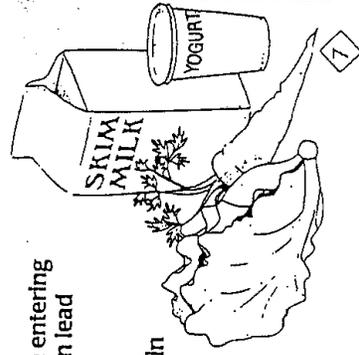
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.



- ◆ Wash 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.

- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.

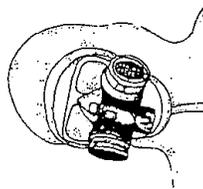
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.



How To Significantly Reduce Lead Hazards

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will not eliminate all risks of exposure.
- ◆ To permanently remove lead hazards, you must hire a 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 enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 12) for help with locating qualified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

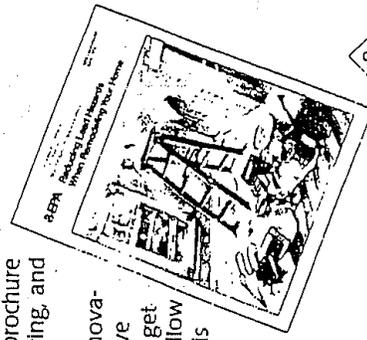
- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



9

8

State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state 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.

State/Region	Phone Number	Missouri	(314) 526-4911
Alabama	(205) 242-5661	Montana	(406) 444-3671
Alaska	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 661-2534	Nevada	(702) 687-6615
Arizona	(602) 542-7307	New Hampshire	(603) 271-4507
California	(510) 450-2424	New Jersey	(609) 633-2043
Colorado	(303) 692-3012	New Mexico	(505) 841-8024
Connecticut	(203) 566-5808	New York	(800) 458-1158
Washington, DC	(202) 727-9850	North Carolina	(919) 715-3293
Delaware	(302) 739-4735	North Dakota	(701) 328-5188
Florida	(904) 488-3385	Ohio	(614) 466-1450
Georgia	(404) 657-6514	Oklahoma	(405) 271-5220
Hawaii	(808) 832-5860	Oregon	(503) 248-5240
Idaho	(208) 332-5544	Pennsylvania	(717) 782-2884
Illinois	(800) 545-2200	Rhode Island	(401) 277-3424
Indiana	(317) 382-6662	South Carolina	(803) 935-7945
Iowa	(800) 972-2026	South Dakota	(605) 773-3153
Kansas	(913) 296-0189	Tennessee	(615) 741-5683
Kentucky	(502) 564-2154	Texas	(512) 834-6600
Louisiana	(504) 765-0219	Utah	(801) 536-4000
Massachusetts	(800) 532-9571	Vermont	(802) 863-7231
Maryland	(410) 631-3859	Virginia	(800) 523-4019
Malre	(207) 287-4311	Washington	(206) 753-2556
Michigan	(517) 335-8885	West Virginia	(304) 558-2981
Minnesota	(612) 627-5498	Wisconsin	(608) 266-5885
Mississippi	(601) 960-7463	Wyoming	(307) 777-7391

EPA Regional Offices

Your Regional EPA office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
John F. Kennedy Federal Building
One Congress Street
Boston, MA 02203
(617) 565-3420

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Building 5
2890 Woodbridge Avenue
Edison, NJ 08837-3679
(908) 321-6671

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
841 Chestnut Building
Philadelphia, PA 19107
(215) 597-9800

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
345 Courtland Street, NE
Atlanta, GA 30365
(404) 347-4727

CPSC Regional Offices

Eastern Regional Center
6 World Trade Center
Vesey Street, Room 350
New York, NY 10048
(212) 466-1612

Central Regional Center
230 South Dearborn Street
Room 2944
Chicago, IL 60604-1601
(312) 353-8260

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
77 West Jackson Boulevard
Chicago, IL 60604-3590
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
First Interstate Bank Tower
1445 Ross Avenue, 12th Floor, Suite 1200
Dallas, TX 75202-2733
(214) 665-7244

Region 7 (Iowa, Kansas, Missouri, Nebraska)
726 Minnesota Avenue
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
999 18th Street, Suite 500
Denver, CO 80202-2405
(303) 293-1603

Region 9 (Arizona, California, Hawaii, Nevada)
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-1124

Region 10 (Idaho, Oregon, Washington, Alaska)
1200 Sixth Avenue
Seattle, WA 98101
(206) 553-1200

Western Regional Center
600 Harrison Street, Room 245
San Francisco, CA 94107
(415) 744-2966

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Regular Council Agenda
September 1, 2015

Description

Order authorizing the execution of a Contract of Sale between the City (Buyer) and Michael R. Records, Matthew J. Records, and Patrick Records (Sellers) regarding property at 602-604 Maryland Ave. for the purchase price of \$7,500; authorizing acceptance of the deed provided settlement contingencies are met; authorizing extension of the Contract if necessary; and authorizing the City Administrator and City Solicitor to sign the necessary documents to facilitate the transfer

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: September 1, 2015

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

THAT, Brian White be and is hereby appointed to the Parks and Recreation Board of the City of Cumberland as the Board of Education Representative for a five (5) year term to be effective September 1, 2015 through September 1, 2020.

Brian K. Grim, Mayor



Regular Council Agenda
September 1, 2015

Description

Order appointing Brian White to the Parks and Recreation Board as the Board of Education representative, for the period 9/1/15 - 9/1/20

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: September 01, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland and Christine E. Holland, Personal Representative of the Estate of Rosemary T. Byrne, outlining terms for the donation to the City of property located at 229 Cecelia Street, Cumberland, MD 21502, more particularly described in the deed recorded among the Land Records of Allegany County, Maryland in Deed Liber 341, folio 373, in "AS IS" condition, and providing for certain contingencies regarding the donation.

Brian K. Grim, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Christine E. Holland, Personal Representative of the Estate of Rosemary T. Byrne** ("Holland") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, Rosemary T. Byrne is the record title holder of the real property and the improvements thereon located at 229 Cecelia Street, Cumberland, MD 21502 (the "Property") which is more particularly described in the deed recorded among the Land Records of Allegany County, Maryland in Deed Liber 341, folio 373;

WHEREAS, Byrne departed this life on or about September 24, 2013;

WHEREAS, following her death, an estate was opened for Byrne in the Orphans' Court for Allegany County, Maryland (docketed as Estate No. 3826) and Holland was appointed personal representative of that estate;

WHEREAS, in accordance with Section 1-301 of the Estates and Trusts Article of the Annotated Code of Maryland, Holland holds title to the Property;

WHEREAS, Holland has offered to donate the Property to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement, and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1 00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. **Donation**. Subject to the terms and conditions of this Agreement, Holland agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City and the City agrees to accept that

donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Holland shall convey the Property to the City by means of a deed containing a covenant of further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed(s) for the Properties shall be subject to the following contingencies:

4.1. **Title.** Title to the Property shall be good and merchantable, free of liens and encumbrances 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.

4.2. **No Occupancy/Property Removal.** This Agreement is contingent upon Holland delivering the Property to the City free from tenants or inhabitants of any kind. The Property shall not be subject to any written or oral leases or occupancy agreements of any kind. In furtherance of the foregoing, the City shall have the right to conduct a walk-through inspection of the Property within the 48 hours period before settlement.

If, notwithstanding the foregoing, personal property remains in the Property subsequent to closing, it shall be deemed abandoned and the City may dispose of it in any manner it sees fit without any liability therefor.

4.3. **DHMH Lien.** The Property is subject to a lien in favor of the Department of Health and Mental Hygiene in the amount of \$132,741.08. Closing shall be contingent upon the Property being released from this lien.

4.3. **Waiver of Contingencies.** The City may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement.

5. **Appraisal.** Holland has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Holland shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

appraisal and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Holland shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Holland with respect to such matters.

6. **Risk of Loss.** The Property shall to be held at the risk of Holland until legal title has passed to the City.

7. **Possession.** Holland agrees to give possession and occupancy of the Property to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **Transfer Charges/Recording Fees.** The transfers of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed for the Property.

10. **Real Estate Taxes/Water & Sewer Bills/Municipal Infractions.**

10.1. **Real Estate Taxes.** The City will waive all City real estate taxes due on the Property. It will secure a waiver of the County real estate taxes due or it will pay them.

10.2. **Water & Sewer Bills.** The City will waive all City water and sewer bills presently due on the Property.

10.3. **Municipal Infractions.** All outstanding citations for municipal infractions due to property maintenance or nuisance infractions at the Property shall be withdrawn. If there are any pending court cases for such municipal infractions, they shall be dismissed. If any judgments have been entered for such municipal infractions, they shall be noted as having been satisfied.

(I) The amount of cash and a description (but not value) of any property other than cash contributed.

(II) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).

(III) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

11. **Breach of Agreement and Default.** The City and Holland are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Holland may pursue any legal or equitable rights which may be available to her. If Holland fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the City 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 Agreement.

12. **Assignability.** The City has the unqualified right to convey this Agreement to the Cumberland Economic Development Corporation. Otherwise, this Agreement may not be assigned except by written agreement of the parties.

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

14. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below:

To Holland:

Christine E. Holland
1190 Shutra Avenue
New Carlisle, OH 45344

To the City:

Jeffrey D. Rhodes
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

with a copy to

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

15. **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. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

16. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and it shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

17. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

18. **Waiver of Jury Trial.** THE PARTIES HERETO EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OR ALL OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

19. **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.

20. **Modification.** 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.

21. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

22. **Counterparts.** This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto. Executed counterparts which are delivered by facsimile or other electronic transmission shall have the same binding effect as would a signed original Agreement once delivered to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:



Marjorie A. Woodring,
City Clerk

 (SEAL)
Christine E. Holland, Personal
Representative of the Estate of Rosemary T.
Byrne

28 August 2015
Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

By _____ (SEAL)
Brian K. Grim, Mayor

date



Regular Council Agenda
September 1, 2015

Description

Order authorizing the execution of a Donation Agreement with Christine E. Holland, Personal Representative of the Estate of Rosemary T. Byrne, outlining terms for the donation of property at 229 Cecelia Street to the City

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

The Great Allegany Run

240 Armstrong Avenue

Frostburg, MD 21532

August 21, 2015

Mayor Brian Grim and City Council Members
57 N. Liberty Street, P.O. Box 1702
Cumberland, MD 21501-1702

Subject: 2015 Great Allegany Run

Dear Mayor Grim and City Council Members:

The Queen City Striders request your approval of the enclosed Special Events Permit to hold the 2015 Great Allegany Run (GAR) on Saturday, October 3, 2015. Our plan is to conduct the GAR in the same manner as last year's event. Race proceeds would be donated to social service programs of the Cumberland YMCA and we are also working with the DTBA on a day of activities on the Mall.

This will be the 34th running for the GAR. It has become a popular fixture on the regional road racing circuit and serves to bring a good number of people into Cumberland for the Friday night and Saturday activities. We believe the GAR projects a very positive image of Cumberland and Allegany County and we hope that you will continue your excellent support of the event in 2015 as in past years. I am thankful for your support through hotel-motel funds. The involvement requested of the City Police and Street Departments are the same as last year, and a great crew is in place, quite familiar with the details of the attached plan from over the years.

A "Special Event" permit application and event plan are attached. If this request meets with your approval, please forward it to the City Police Department for further processing. Please call me at 301-687-0644 if you need additional information.

Thanks very much.

Sincerely,



David A. Treber

2015 Great Allegany Run

Enclosure (1)

Cc: Jeffrey Rhodes, City Administrator



Maryland State Highway Administration Special Event Permit - Data Sheet

Event: GREAT ALLEGANY RUN
 Start Date: SAT., October 3, 2015 End Date: SAT., October 3, 2015
 Start Time: 8 AM End Time: 10:30 AM
 Purpose/Type: Charity support / foot race
 Organizer: Queen City Striders
 Contact Person: Dave Treber Daytime Phone: 301/687-4020
 and Address: 240 Armstrong Avenue Evening Phone: 301/687-0644
Krostburg MD 21532 Email Address: dtreber@krostburg.edu
 No. of Participants: 250 No. of Vehicles/Units: _____ Rain/Snow Date: _____

Proposed Route: _____
 (Written Description) _____

Will you be occupying all or part of a highway travel lane? No _____ Yes

Will you be closing all or part of a roadway? No _____ Yes

If Yes to either of the above, where? With Police and VFD assistance in Mount Savage, race takes RT36 briefly until the lead gets them in the left lane. Narrows from 36/40 to Henderson is

Have you requested Local Police assistance?* No _____ Yes Number TBD one line with variable signs
 Have you requested Maryland State Police assistance?* No _____ Yes Number TBD and police support.

*** THE EVENT ORGANIZER IS RESPONSIBLE FOR OBTAINING LOCAL AND/OR STATE POLICE ASSISTANCE ***

CIRCLE THE DISTRICT(S) AND COUNTY(S) YOUR EVENT WILL TAKE PLACE IN

- DISTRICT 1 Dorchester / Somerset / Wicomico / Worcester
- DISTRICT 2 Caroline / Cecil / Kent / Queen Anne's / Talbot
- DISTRICT 3 Montgomery / Prince George's
- DISTRICT 4 Baltimore / Harford
- DISTRICT 5 Anne Arundel / Calvert / Charles / St. Mary's
- DISTRICT 6 Allegany / Garrett / Washington
- DISTRICT 7 Carroll / Howard / Frederick

ATTACH THE FOLLOWING

- Map of affected routes
- Traffic Control Plan (including details on how intersections will be controlled, a detour plan, locations of police officers/volunteers and locations of all traffic control devices, as appropriate)
- Other event details _____

(Contact the District Office to determine what, if any, additional information will be required for your event.)

*** Submit completed Data Sheet and Signature Sheet to SHA no later than 60 DAYS prior to your event ***
<http://www.marylandroads.com/Index.aspx?PagelD=59>



Maryland State Highway Administration Special Event Permit - Signature Sheet

EVENT: Great Allegheny Run

ORGANIZER'S ACKNOWLEDGEMENT

I/We hereby affirm that the ORGANIZER of this EVENT and all PARTICIPANTS will comply with the Laws of the State of Maryland and any applicable county and municipal statutes and ordinances and will adhere to the terms and conditions set forth in this PERMIT. My/Our signature(s) below confirm that the ORGANIZER and all PARTICIPANTS agree to hold harmless from any liability, incurred by them or to others associated with this EVENT, the various governmental agencies providing assistance for this EVENT. The ORGANIZER may be required to obtain Liability and Property Damage Insurance with limits of at least \$300,000 per incident/\$1,000,000 aggregate.

ORGANIZER: Queen City Striders
PLEASE PRINT NAME

REPRESENTATIVE: Dave Treber
PLEASE PRINT NAME

SIGNATURE: Dave Treber
PLEASE SIGN

TERMS AND CONDITIONS

- 1) This EVENT shall adhere to the route, number of participants and vehicles (not more than 10% higher than the numbers on this Permit), date(s) and times shown on the attached _____ sheet(s).
- 2) The ORGANIZER shall ensure that the approved TRAFFIC CONTROL PLAN is followed.
- 3) In the event of winter weather during the event, SHA will require access to all State Highways for weather related operations. This may require cancellation of the event.
- 4) Immediately following the event, the ORGANIZER shall clean up all litter, temporary signs and other event materials and return the roadway to a condition equal to or better than its condition before the event.
- 5) Additional stipulations: _____

AGENCY APPROVALS

Before signing and giving approval for your agency, consider the following:

- 1) Ensure you have the approval authority to sign for your agency to commit manpower and resources.
- 2) Ensure you have looked over the entire application package, including the Route Map and Traffic Control Plan. If you identify any problems, have the event organizer address them prior to signing.
- 3) If reimbursement is required, ensure you have mutually agreed upon the amount (in writing) and terms under which payment will be made.

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Local Government (_____): _____
AGENCY SIGNATURE PRINTED NAME DATE

Maryland State Police: _____
SIGNATURE PRINTED NAME DATE

State Highway Administration: _____
SIGNATURE PRINTED NAME DATE

**2015 Great Allegany Run
Traffic/Runner Safety Control Plan**

A. Introduction

It is proposed to conduct the 2015 Great Allegany Run very similarly to the setup that has worked well for 30 years. The Great Allegany Run (GAR) consists of three phases that need to be considered for traffic control purposes. These phases are:

1. A 15 kilometer (15K) race that begins at Mt. Savage at 8:00 a.m. About 150 participants are expected.
2. A 5-kilometer (5K) race that begins on Harrison Street near the Smith Building and proceeds as described on the following page. About 150 runners are expected.
3. A Kids Run of about 100 yards length that will be run on the closed off section of South Centre Street and finish at the finish line for the 5K and 15K. The Kids Run would be staged immediately at the conclusion of the 15K and would require the street to remain closed about 15 minutes after the completion of the 15K run.

A course description and a proposed traffic control and runner safety plan are presented below.

B. Route Narrative

The courses are described below for each of the events.

The **15K race** begins near the Lions Park in Mount Savage and the course is shown on the attached sketch, Figure 1. The runners beginning at Mount Savage would require the entire roadway for the first 1.1 miles or so until reaching just north of the intersection of MD 36 and 47. At this point, traffic cones are used to mark a path about 8 feet wide in the southbound shoulder of MD 36 leaving room for traffic in the normal travel lane and runners are on the shoulder.

The race requires closure of the westbound lane of U.S. 40 Alt through the Narrows from the intersection of MD 36 @ U.S. 40 Alt to the intersection with Henderson Avenue. From the intersection with Henderson Avenue, the course proceeds along the left side of Mechanic Street to the intersection with Queen City Drive. A runner's lane would be marked with traffic cones, permitting a single lane of traffic on Mechanic Street.

The runners turn left onto Queen City Drive and cross over to the right side of Queen City Drive at the intersection with N. Centre Street and use a cone-marked lane along the right side of Queen City Drive to the intersection with Harrison Street. The course turns right onto Harrison Street, using the right hand lane, and proceeds through the South George Street intersection and turns right onto South Centre Street. The course uses all of South Centre Street to the finish line near the Mall.

The **5K race** begins at the west edge of the Smith Building on Harrison Street (in front of Queen City Creamery) and the course is shown on the attached sketch, Figure 2. The course proceeds west on Harrison Street, turns north on South Centre Street, right on Frederick Street, and into the shopping center lot from the entrance on Frederick Street. The course proceeds straight

through the lot in front of the shopping center stores and enters South George Street. The course proceeds south along South George Street, turns left onto Harrison Street and from that point on is completely out and back along the 15K course. The turn-around point is on Mechanic Street, just short of the intersection of Mechanic Street and North Centre Streets. The return leg of the race is exactly the same as the 15K course and does not include the loop around the shopping center.

The one-mile walk is on the downtown mall. The **Kids Run** begins on South Centre Street near the intersection with Union Street and proceeds north approximately 100 yards to the finish line of the 5K and 15K races.

C. General Provisions for Traffic Control and Runner Safety

It is proposed to control traffic and protect the safety of the participants by the general provisions presented in this Section. A detailed list of assignments for all the traffic/runner interface points along the course is presented in Section D.

1. The running lane will be marked for the entire length of the course with traffic control cones. These cones will be positioned by the Cumberland Street Department within the city and by volunteers outside the city. The cones would be positioned just before the race and removed immediately after the race.
2. Law enforcement officers would be positioned at key intersections to control traffic flow. These key intersections are designated in the Traffic and Runner Safety Plan, Section D.
3. In addition to law enforcement officers, a combination of Cumberland Street Department employees, and volunteer course sentries would be stationed along the course to help control traffic, increase course visibility, and to provide information to motorists.
4. In order to cause the least possible inconvenience to the public, the GAR planners would inform the general public about the race through radio announcements and newspaper articles. In addition, businesses and residents on the race route would be mailed a race announcement during the week preceding the race.
5. As has been the City Police Department practice for past GARs, it is asked to have parking banned and cars removed from the race portions of Mechanic Street, from Queen City Drive between Mechanic Street and North Centre Street, and from South Centre Street between Harrison Street and Dexter Place.
6. A lead and trailing vehicle would accompany the 15K runners.
7. It is requested that a motorcycle mounted City Police Officer lead the 5K.
8. Traffic will be temporarily stopped on MD 36 in Mt. Savage for the start of the 15K race.

9. Westbound traffic would be halted through the Narrows at about 8:20 a.m., depending on the approach of the lead runners. To limit the time that traffic will be restricted because of the race, this portion of the course will be closed to runners and reopened to traffic at 9:30 a.m. or whenever the official end vehicle comes through, whichever occurs first. The remainder of the racecourse would be closed to runners and reopened at 9:45 a.m., or whenever the official end vehicle comes through, whichever occurs first.
10. All course sentries will remain at their assigned positions until the course is officially closed as stated in the previous item.
11. South Centre Street would be closed to vehicular traffic from Harrison Street to Frederick Street from about 7:55 a.m. until approximately 9:45 a.m.
12. In addition to the blockage of South Centre Street noted in the previous section, the start of the 5K race would require traffic control along Frederick Street, through the shopping center lot, and along South George Street at the beginning of the race only. The last runner would complete this section in about 5 minutes and no further traffic control would be necessary on this portion of the course since the runners will not use this route on the way back to the finish line.
13. Traffic cones and/or barriers would be used to block certain side streets coming into the race lane on Mechanic and South Centre Streets.
14. The Mountain Radio Club will provide coordinating communications on race day.
15. Medical emergency teams from Mt. Savage, Corriganville, Ellerslie, LaVale, and Cumberland, as well as Western Maryland Health System, will be informed of the race details. Emergency medical aid would be provided on the course and at the finish line.
16. Water would be provided at 2-mile intervals on the course.

D. Proposed Specific Traffic Control/Runner Safety Plan

The following attachment has been prepared to list all of the intersection and runner/traffic interface points on the course for the 15K, 5K, and 2 Mile Walk. The plan lists each intersection and place of business on the route and indicates who will be implementing traffic control measures at each of these points. The abbreviations used are:

ACSO	Allegany County Sheriff's Office
CCP	Cumberland City Police
CSD	Cumberland Street Department
MSP	Maryland State Police
V	Volunteers

This plan will be revised to reflect any changes made prior to the race.

Special Event Checklist, Great Allegany Run, Saturday, October 3, 2015

Dave Treber, 240 Armstrong Avenue, Frostburg, MD 21532 301/697-9171

1. The Great Allegany Run (GAR) consists of three events that need to be considered for traffic control purposes. All begin at 8 a.m. A 15 kilometer (15K) race begins in Mount Savage on Mount Savage Road (MD 36) by the Kemp Masonic Lodge. About 100 participants are expected. Participants proceed down MD 36. This road is temporarily closed in Mt. Savage from 8:00-8:10 a.m. with cooperation from the Allegany County Sheriff's Office (ACSO) and the Mount Savage VFD. Participants then move to the southbound shoulder with cones delineating the running area from the normal travel lanes for the remainder of the way to the Narrows. A five-kilometer (5K) race begins on Harrison Street near Queen City Creamery (the Smith Building). About 100 runners are expected and this event is entirely within Cumberland. The one event that is later is a kids run of about 100 yards length that will be run on the closed off section of South Centre Street and finish at the finish line for the 5K and 15K. The Kids Run is to be staged immediately at the conclusion of the 15K. We work with Cumberland Police with the street remaining closed about 10 minutes after the completion of the 15K run.
2. The diagram in (3) shows intersections along the routes and coverage at these points, which is made up of law enforcement officers, VFDs, and volunteers in Class 2 reflective vests. The Event Director distributes a packet to businesses and churches along the course and to explain the possible interaction points and parameter of times the runners go through along the course.
 - a. Impact is minimal as event passes through quickly, but at the same time all businesses/churches receive a flyer explaining the event with director's number to call for more questions (attached). Many of the residents come out to watch and have offered to help out as well.
 - b. See (2a) above
 - c. See (2a) above
3. Map, updated in 2011 with new USATF certification, is attached.
 - a. There is one signalized intersection outside of the Cumberland city limits – at the intersection of MD 36 & US 40 Alt, which is manned by the Maryland State Police. The Great Allegany Run director meets several times annually with officials leading up to event.
 - b. Participants park in the Holiday Inn lot (the host hotel which is where registration is held) and are bussed up to Mount Savage. There is ample parking in the Kemp Lodge Masonic lot for participants and buses. Cumberland Police and Cumberland Street Department restrict parking along Mechanic Street, North Centre Street, and from South Centre Street between Harrison Avenue and Dexter Place (This is just off the downtown Cumberland Mall, at the finish of the race.).
 - c. Traffic is one-way (closed westbound) through the Narrows (from Henderson Ave. to the MD 36 @ US 40 Alt intersection), with City of Police directing detoured traffic at Henderson Ave. and the MSP directing traffic at the MD 36 @ US 40 Alt intersection. A public announcement is sent to all local media outlets with closings listed. This is printed annually

in the Times-News and is broadcast on radio stations (iii). (i) and (ii) are under direction of City Police. As to (iv):

The running lane will be marked for the entire length of the course with traffic control cones. These cones will be positioned by the Cumberland Street Department within the city and by volunteers outside the city. The cones would be positioned just before the race and removed immediately after the race.

Position	Location	Purpose	Assigned
1	MD 36 in Mt. Savage	Stop traffic at beginning of race and coordinate road closure with officer on Rt. 36 at Melody Manor.	Mt. Savage VFD
2	Iron Rail St. & Mt. Savage Road	Keep cars from coming out onto course near start time.	Mt. Savage VFD
3	M & R Market	Keep cars from coming out onto course near start time.	V
4	Curve near Holly Gardens	Provide visibility around curve, warn runners/cars	V
5	Woodcock Hollow Road	Advise drivers not to go north on 36 after 7:50, hold all runners while runners pass.	V
6	The Manor	Hold traffic for race start	ACSO
7	The Manor	Direct runners into bike lane	V
8	Intersection @ MD 36 & 47	Direct traffic	VFD
9	Along inside curve between miles 2-3.5	Keep runners in bike lane	V
10	Porter Town Road, North Intersection	Provide motorist information and course visibility	V
11	Porter Town Road, South Intersection	Provide motorist information and course visibility	V
12	Richfield Avenue	Provide motorist information and course visibility	V
13	Kreigbaum Road @ just past Ford's Crossing	Provide motorist information and course visibility	V
14	Sheetz Store	Direct traffic on MD 36 intersection	MSP
15	Intersection, MD 36 & 35	Direct traffic	MSP
16	Cash Valley Road	Provide motorist information and course visibility	V
17	Rock Cut Road	Provide motorist information and course visibility	V
18	Timbrook Lot	Provide motorist information and course visibility	V
19	Super Shoes	Provide motorist information and course visibility	V

20	Toyota Dealer	Provide motorist information and course visibility	V
21	Collins Oldsmobile	Provide motorist information and course visibility	V
22	Shaffer Ford	Provide motorist information and course visibility	V
23	Cumberland Valley Motors	Provide motorist information and course visibility	V
24	Diamond Shine Car Wash	Provide motorist information and course visibility	V
25	Guardian Auto Glass	Provide motorist information and course visibility	V
26	Enterprise Rental Car	Provide motorist information and course visibility	V
27	Timbrook's Kia Lot	Provide motorist information and course visibility	V
28	Intersection, MD 36 & US 40 Alt	Direct traffic	MSP
29	Entrance to Locust Grove	Provide motorist information and course visibility.	V, MSP
30	Fruit Bowl	Provide motorist information and course visibility, advises drivers not to turn west on Rt 40 after 8:20.	V
31	Fruit Bowl	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
32	Personal Best	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
33	2, Klines Restaurant	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
34	Lukoil	Advise cars not to go west on Rt 40 after Police close westbound lane.	V
35	2, Amoco Station	Direct traffic, advise cars not to go west on Rt 40 after Police close westbound lane.	CSD
36	Mechanic St. & Henderson Ave.	Direct traffic, provide motorists with information on detour	CPD
37	Southern States entrance	Provide motorist information and course visibility.	V
38	Mechanic St. & N. Centre St.	Direct traffic	CPD
39	Mechanic St. & Franklin St.	Provide motorist information and course visibility.	V
40	Canada Place at Mechanic St.	Move cones into street and inform motorists that the street is closed by order of the CPD	V
41	Brooklyn Place at Mechanic St.	Same as 38.	V
42	Pioneer Place at Mechanic St.	Same as 38.	V

43	Pear St. at Mechanic St.	Same as 38.	V
44	Hampton Place at Mechanic St.	Same as 38.	V
45	Crescent Place at Mechanic St.	Same as 38.	V
46	Beverly Place at Mechanic St.	Same as 38.	V
47	Entrance to El Jinete restaurant location off Mechanic St.	Provide motorist information and course visibility.	V
48	Valley St. & Mechanic St.	Direct traffic.	CPD
49	Euclid Place	Move cones into street and inform motorists that the street is closed by order of the CPD	V
50	Eutaw Place	Move cones into street and inform motorists that the street is closed by order of the CPD	V
51	Smith St. at Mechanic St.	Move cones into street and inform motorists that the street is closed by order of the CPD	V
52	Bow St. at Mechanic St.	Move cones into street and inform motorists that the street is closed by order of the CPD	V
53	Moore's Upholstry	Provide motorist information and course visibility.	V
54	Mechanic St. & Queen City Drive	Direct Traffic.	CPD
55	N. Centre St. & Queen City Drive	Direct Traffic.	CPD
56	Methodist Church entrance onto Queen City Drive	Provide motorist information and course visibility.	V
57	Bedford St. & Queen City Drive	Provide motorist information and course visibility.	V
58	Frederick St. & Queen City Drive	Direct Traffic	CPD
59	Rose's Lot Entrance	Provide motorist information and course visibility.	V
60	McDonald's Lot exit onto Queen City Drive	Direct Traffic	CPD
61	Baltimore Ave & Queen City Drive	Direct Traffic	CPD
62	Holiday Inn lot entrance on Queen City Drive	Provide motorist information and course visibility.	V
63	Queen City Drive & Harrison St.	Direct Traffic	V
64	S. George St. & Harrison St.	Direct Traffic	CPD
65	Alley at rear of Elk's, across from 1 st United Bank.	Provide motorist information and course visibility.	V
66	Anton's lot entrance	Provide motorist information and course visibility.	V
67	S. Centre St. & Harrison St.	Direct Traffic	CPD
68	S. Centre St & Union St.	Direct Traffic	CPD
69	S. Centre St. & Dexter Place	Street Blocked	CPD

70	Baltimore Street & Mechanic St	Direct traffic for walk.	CPD
71	Baltimore St & Canal St.	Provide motorist information and course visibility.	V
The following are needed at the start of the 5K only.			
72	Frederick St. & S. Centre St.	Direct Traffic	CPD
73	Plaza Lot entrance off Frederick St.	Direct runners into Value City lot.	V
74	2, Plaza lot	Provide motorist information and course visibility.	V
75	S. George St. & Baltimore Avenue	Provide motorist information and course visibility.	V
76	Union St. & S. George St.	Provide motorist information and course visibility.	V
77	Harrison St . & S. George St.	Direct runners onto Harrison St.	V

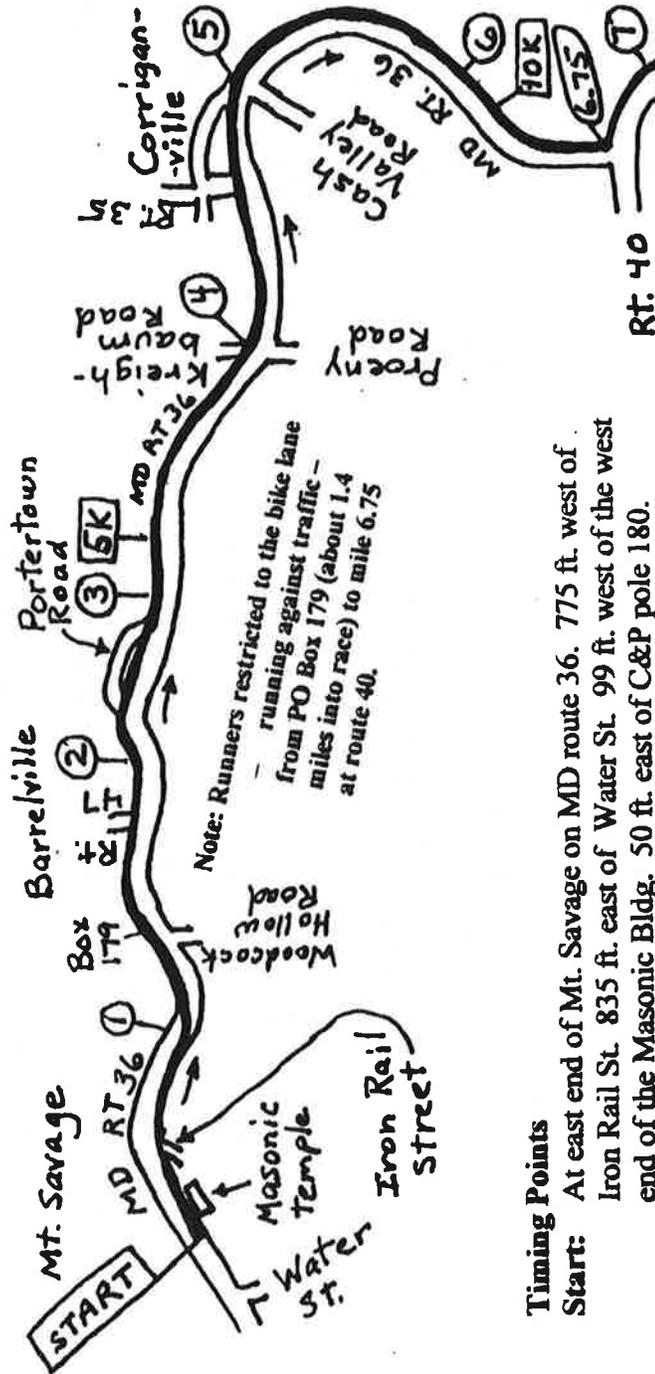
4. There are four water tables set up along the route. The water stops at mileposts 2 and 4 are located very near the milepost signs which are marked on the road. Mile 2 is manned by local volunteers and is just past the MD 47 intersection. The station at 4, also with local volunteers, is just past Ford's Crossing. The station at mile post 6 is near the Diamond Shine car wash. The milepost 8 station is on the sidewalk beside El Jinete Mexican restaurant. These are both manned by Frostburg State University volunteer clearinghouse (depending on numbers we sometimes consolidate from 4 to 3 stops). We will recycle the appropriate portions of our waste stream and report to SHA on the amount of material recycled. Volunteers are instructed to pick up discarded cups and put in trash bags. They leave bagged trash and any unopened water and left-over clean cups in a separate trash bag at the table where it is picked up by deputy director of GAR later that morning. Footprint is one table with volunteers handing out water alongside and they wear gear for their program, with safety vests mandatory.
5. There are no designated spectator locations. For the most part, people watching do so from their homes. Advance announcement is via media (print and broadcast) as to the hazards and mitigation plan for this event.
6. 400 cones are rented from Montgomery County Road Runners Club. These are placed from Mount Savage to Cumberland by race director and deputy director starting at approx. 5 a.m. race morning and removed later that same morning. City of Cumberland places all cones within city limits for 5K and portion of 15K in Cumberland, and they are removed immediately after the race. Additionally, we will be purchasing approved Special Event warning signs to follow the 2009 MUTCD, which states that a "Well-designed TTC plan for planned special events will likely be developed from a combination of treatments from several of the typical applications." (Chapter 6G.01 Paragraph 03). GAR director will work with Maryland SHA on approved Special Event Warning signage, and if needed, in combination with a PCMS or other applicable standards.
7. All detour plans are conducted by the City of Cumberland. In Mount Savage, traffic is held briefly by the Allegany County Sheriff's Office with volunteer fire department on hand as well.

8. Mountain Radio Club is stationed all along course and police are first responders. In case of emergency, whether for participants or others, we are able to respond promptly thanks to the support of the radio club, VFDs, and police.
9. Great Allegany Run works closely with City of Cumberland Police and Maryland State Police for these locations that require police assistance. GAR is responsible for any additional costs that are borne of this assistance.
 - a. Exact locations are listed in (3c) above. In our meetings with the police will determine officers and exact numbers, but I expect it to be very similar for 2013 to past years.
 - b. Queen City Striders has approximately 50 volunteers who are assigned to locations throughout the race and at finish. They are released from their location when the last runner has passed, with accompanying trailing vehicle. We also request any overtime costs be estimated and we follow up with these entities soon after the race, both for any costs and for advice on future events. All volunteers are provided with reflective safety vests.
 - c. We are requesting the same support from the State Highway Administration as in past years and I welcome the opportunity to meet with SHA personnel in September directly to go over whether this continues or if we request MSP and others who we have worked with at those points. Cost estimates can be provided at this meeting as well.
 - d. Primary contact is Bob Platt, Race Day Director, at 571/216-8993, other day-of emergency contacts include: Paul Yockus (Mount Savage support) 240/205-4228; Radio Club, 301/723-0305
 - e. We do not use "leap-frog" approach as that would contribute to event traffic. We have officials who are dedicated to the start or to water stops, others who are dedicated to the finish.
 - f. If there are MOUs for this event, they would be initiated by governing bodies such as City of Cumberland. What we provide each year is a Special Events Permit which is signed off by various bodies, as well as a downtown mall permit. This is a non-profit event.
10. Queen City Striders is an organization in good standing with the Road Runners Club of America, which carries comprehensive insurance that protects the event and the organization.
11. Event is held rain or shine. If there is a declaration of emergency whether for weather or other, the Great Allegany Run is in close contact with all media outlets toward this announcement.

Great Allegheny Run 15K

Cumberland, Maryland

USATF Certification
 Number: MD11011JS
 Effective 3/25/2011 through 12/31/2021



Note: Runners restricted to the northbound traffic lane from mile 6.75 to N. Queen City Drive. Then with traffic to finish.

Timing Points

Start: At east end of Mt. Savage on MD route 36. 775 ft. west of Iron Rail St. 835 ft. east of Water St. 99 ft. west of the west end of the Masonic Bldg. 50 ft. east of C&P pole 180. 85 ft. west of C&P pole 181-312.

1 Mile: 535 ft. west of Woodcock Hollow Road. 22 ft. east of post office box 201A near east edge of driveway
2 Mile: 121 ft. south of green "Barrelville" sign. 54 ft. south of utility pole PE616377
3 Mile: 121 ft. north of yellow "Porter Town Road" sign
5 km: 31 ft. north of center of 12 ft. wide concrete culvert. 15 ft. north of short white pole with "24/5" in black on west side of road.

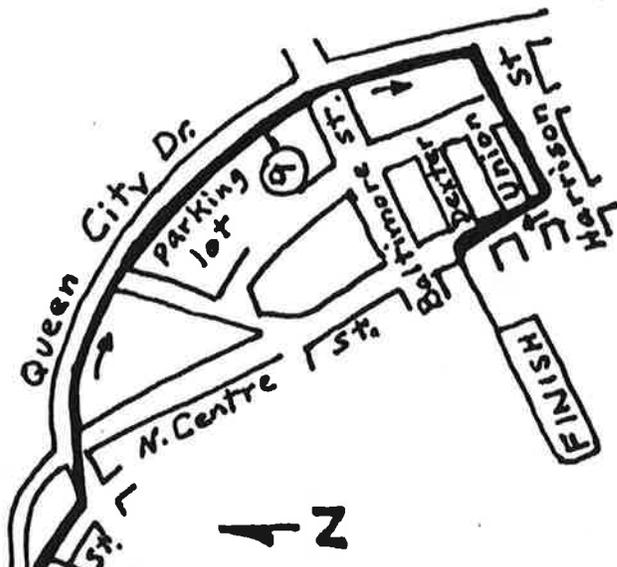
4 Mile: 3 ft. west of east edge of Kreighbaum Rd. Across from Proeny Rd.
5 Mile: 18 ft. south of green "Corriganville" sign
6 Mile: 54 ft. north of large red "Motor City" sign. 21 ft. south of 10355 mail box.
10 km: 266 ft. south of large blue "Hyundai" sign. 77 ft. south of Vietnam Veterans chapter 172 adopt a road sign.

7 Mile: In "Narrow's". Opposite the middle of three bill boards. 15 ft. south of PEPCO pole C3301 on west side of road.

8 Mile: 150 feet south of N. Centre Road. 15 ft. north of center of entrance door to 730

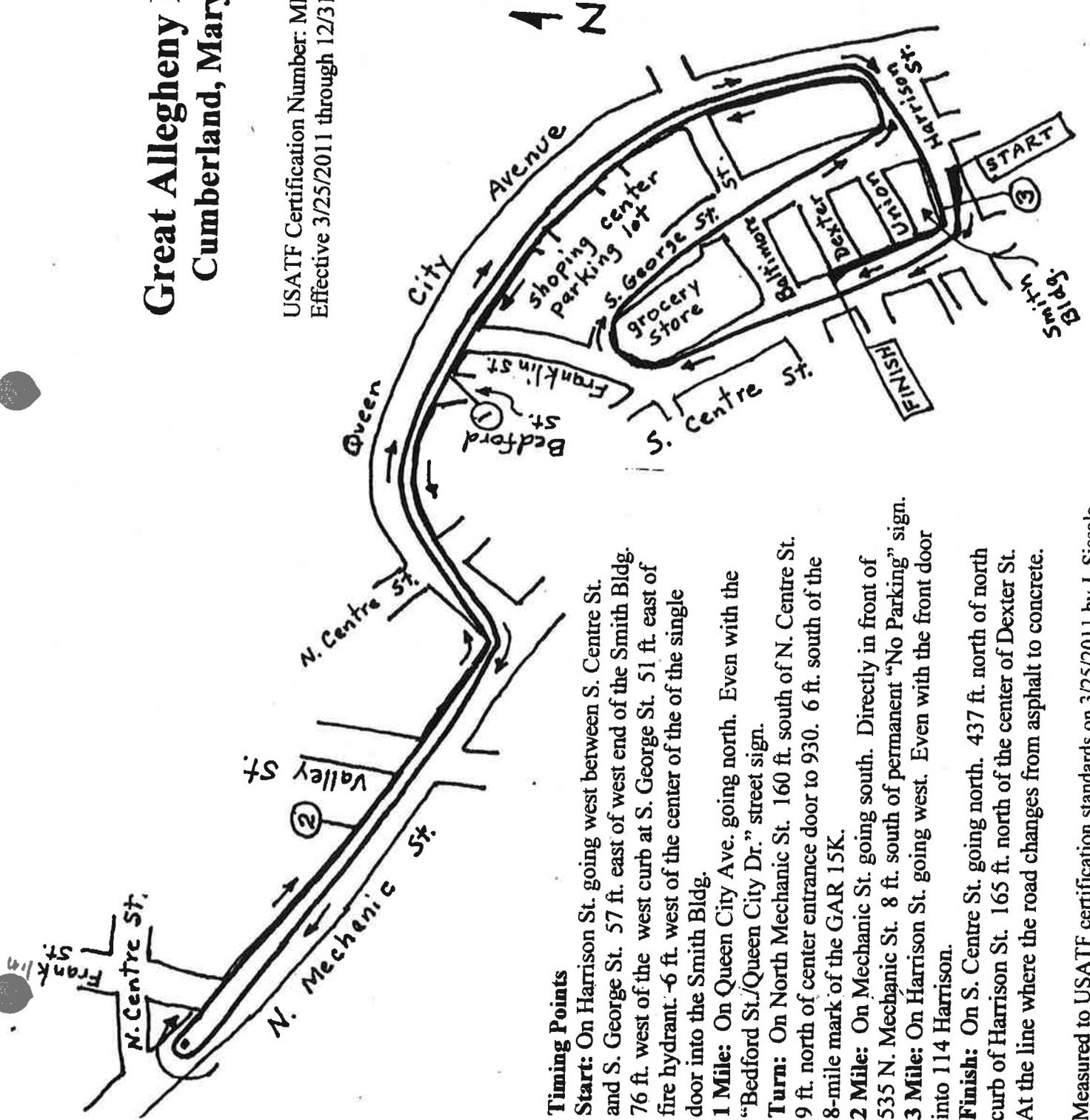
9 Mile: 143 ft. north of center of Baltimore St. 68 ft. south of fire hydrant

Finish: On S. Centre St. going north. 437 ft. north of north curb of Harrison St. 165 ft. north of the center of Dexter St. At the line where the road changes from asphalt to concrete.



Great Allegheny Run 5K Cumberland, Maryland

USATF Certification Number: MD11012JS
Effective 3/25/2011 through 12/31/2021



Timing Points

Start: On Harrison St. going west between S. Centre St. and S. George St. 57 ft. east of west end of the Smith Bldg. 76 ft. west of the west curb at S. George St. 51 ft. east of fire hydrant. -6 ft. west of the center of the of the single door into the Smith Bldg.

1 Mile: On Queen City Ave. going north. Even with the "Bedford St./Queen City Dr." street sign.

Turn: On North Mechanic St. 160 ft. south of N. Centre St. 9 ft. north of center entrance door to 930. 6 ft. south of the 8-mile mark of the GAR 15K.

2 Mile: On Mechanic St. going south. Directly in front of 535 N. Mechanic St. 8 ft. south of permanent "No Parking" sign.

3 Mile: On Harrison St. going west. Even with the front door into 114 Harrison.

Finish: On S. Centre St. going north. 437 ft. north of north curb of Harrison St. 165 ft. north of the center of Dexter St. At the line where the road changes from asphalt to concrete.

Measured to USATF certification standards on 3/25/2011 by J. Sissala



Regular Council Agenda
September 1, 2015

Description

Letter from David A. Treber requesting permission to hold the 2015 Great Allegheny Run (GAR) on Saturday, October 3, 2015 in certain areas of the city of Cumberland

Approval, Acceptance / Recommendation

City Police Department has approved this event.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)