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

AGENDA

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

DATE 12/20/2016

***Pledge of Allegiance**

I. ROLL CALL

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Presentation from Corey Zinkhan regarding the establishment of a Children's Day in the city

(B) Presentation from Kathy McKenney, Community Development Programs Manager, and Tabitha Barbarito, CEDC Economic Development Specialist, regarding the Cumberland Leasehold Improvement Program for the Central Business District funded by the State of Maryland Community Legacy Program

III. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for November, 2016

(B) Fire

1. Fire Department monthly report for November, 2016

(C) Administrative Services

1. Administrative Services monthly report for November, 2016.

(D) Public Works

1. Maintenance Division monthly report for November, 2016

2. Utilities Division & Central Services monthly reports for November, 2016

3. Engineering Division monthly report for November, 2016.

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session minutes of November 15, 2016

(B) Administrative / Executive

1. Closed Meeting Announcement - December 20, 2016

2. Approval of the Closed Session Minutes of November 1, 2016

V. NEW BUSINESS

(A) Orders (Consent Agenda)

1. Order authorizing the Sole Source purchase of traffic equipment for the intersection of South Mechanic and Harrison Streets from Traffic Systems & Technology, in the amount of $27,254

2. Order appointing Jacqueline L. Clarke to the Housing Authority of the City of Cumberland for a five year term to be effective 12/20/16 through 10/31/21

3. Order authorizing the execution of Change Order No. 1 with RenoSys Corporation for City Project 13-16-RE in the increased amount of $7,012.50 repair seams and holes on the existing stainless steel gutter system at the Constitution Park Pool; the new contract total shall be an amount not to exceed $155,107.50

4. Order authorizing the execution of Certificates of Satisfaction to acknowledge that Deeds of Trust made unto the Mayor and City Council of Cumberland have been paid, and that the liens of the Deeds of Trust are hereby released for: 631-633 Maryland Avenue, 164-170 N. Centre Street, 718 Maryland Avenue, 757 Maryland Avenue, 948 Maryland Avenue, and 721 Maryland Avenue

5. Order accepting the award of $50,000 in Community Enhancement Grant Funding from the Allegany County Commissioners for the Arch Street Redevelopment Site Project

6. Order authorizing execution of a Second Amendment to the collective bargaining agreement with the UFCW Local 1994 MCGEO entered into on or about August 18, 2015 for the period of 7/1/15 through 6/30/18

7. Order authorizing the award of $100,000 in Community Legacy Funds through the Leasehold Improvement Program to seven projects located in the Central Business District: 56 N. Centre Street - $20,000, 129 Baltimore St. - $20,000, 45 N. Centre St. - $20,000, 2 Howard St. - $15,004, 40/42/48 N. Centre St. - $10,000, 114 S. Centre St. - $9,869, 68 Pershing St. - $5,127

(B) Letters, Petitions

1. Letter and report from the City Clerk advising that the Maryland State Board of Elections has provided State Certification of the Cumberland Municipal General Election held November 8, 2016 and David J. Caporale and Eugene T. Frazier, having received the two highest vote counts, are nominated to the office of the Cumberland City Council for 4- year terms each, said terms ending January, 2021

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VII. ADJOURNMENT

Regular Council Agenda
December 20, 2016

Description
Presentation from Corey Zinkhan regarding the establishment of a Children's Day in the city

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 20, 2016

Description

Presentation from Kathy McKenney, Community Development Programs Manager, and Tabitha Barbarito, CEDC Economic Development Specialist, regarding the Cumberland Leasehold Improvement Program for the Central Business District funded by the State of Maryland Community Legacy Program

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Leasehold Improvement Program

Recommendation

December 20, 2016

Project Background

- The City of Cumberland executed a Community Legacy funding agreement with MD DHCD in early 2016 for $100,000 for the program
- The program involves a partnership with the Cumberland Economic Development Corporation
- Modeled after the successful Upper Story Redevelopment Program

Program Features

- Applicants could request up to a $20,000 grant
- Projects were required to be located within the Central Business District
- The program targeted new businesses or the physical expansion of existing businesses

Eligible Costs

- Drywall
- Electrical Improvements
- Flooring
- HVAC/Mechanical
- Interior Demolition
- Painting
- Plumbing
- Lighting
- Signs
- Accessibility Improvements

Summary of Applications Received

- Applications were due October 28, 2016
- A total of nine applications were received
- One application was withdrawn
- One application was incomplete
- Seven remaining applications were evaluated by the review committee, including a site visit, and recommended for funding as follows:

Recommendation

Applicant	Address	Type of Business	New or Expanding	Total Project Cost	Amount Recommended for Funding
Coaches Entertainment Enterprises LLC	114 South Centre Street	Restaurant/Entertainment	Expanding	$55,980.00	$9,869.00
Josh Horevay	129 Baltimore Street	Restaurant	New	$43,990.00	$20,000.00
Footer Building Development LLC	2 Howard Street	Restaurant	New	$8,605,000.00	$15,004.00
CG Enterprises LLC	68 Pershing Street	Retail	Expanding	$5,127.23	$5,127.00

Recommendation

Applicant	Address	Type of Business	New or Expanding	Total Project Cost	Amount Recommended for Funding
ACRE Coworking	40/42/48 North Centre	Coworking Space	Expanding	$76,077.30	$10,000.00
Daniel Rhee/Seoul House LLC	45 North Centre Street	Restaurant	New	$88,000.00	$20,000.00
Toil and Trouble LLC	56 North Centre St	Retail	New	$43,165.00	$20,000.00
Total				**$8,917,339.53**	**$100,000.00**

Project Locations

Regular Council Agenda
December 20, 2016

Description
Police Department monthly report for November, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland Department of Police

Monthly Report

November 2016

City of Cumberland Department of Police

Monthly Report

November 2016

Part 1 Crimes for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Aggravated Assaults	3	4	B & E (All)	24	22	Murder	0	0	Rape	0	1
Robbery	6	3	Theft - Felony	4	5	Theft - Vehicle	1	2			

Selected Criminal Complaints for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Theft - Misdemeanor	35	29	Theft - Petty	55	52	Domestic Assaults	14	29	CDS	51	70
Disturbances	183	172	DOP/Vandalism	25	37	Indecent Exposure	3	2	Sex Off - Other	2	0
Suicide	0	0	Suicide - Attmpt.	0	1	Tampering M/V	0	0	Abuse - Child	3	2
Trespassing	13	12	Assault on Police	3	3	Assault Other	47	32			

Selected Miscellenous Incidents for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Alcohol Volations	1	1	Juvenile Compl.	23	14	Missing Persons	10	13	School Resource	108	66
School Threat	2	0	Sex Off. Regist.	17	8	Truancy	5	8	Death Investigation	1	6

Selected Traffic Incidents for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
DWI	9	11	Hit & Run	25	35	M/V Crash	74	75	Traffic Stop	206	415

Selected Service Calls for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
Alarms	44	57	Assist Motorist	26	42	Check Well-Being	82	116	Foot Patrol	34	24
Assist Other Agency	66	59	Bike Patrol	0	0	Special Events	19	15	Suspicious Activity	84	79

Arrests Totals for the Month

	2015	2016		2015	2016		2015	2016		2015	2016
M/V Citations	55	58	M/V Warnings	145	352	Adult Criminal	144	140	Juvenile Criminal	31	16

	2015	2016
Total Incidents Reported :	**1,966**	**2,256**

Charles Hinnant - Chief of Police

Item # 3

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

NOVEMBER 2016

SWORN PERSONNEL: 50 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	9 officers
Squad 2A	9 officers
Squad 2B	9 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	1 officer

CIVILIAN EMPLOYEES: 7 full time, 7 part time

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

* = Grant funded ** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 876 HOURS — YEAR TO DATE (beginning 7/1/16): 4754 HOURS

COMP TIME USED: 267 HOURS — YEAR TO DATE (beginning 7/1/16): 1167 HOURS

SICK TIME USED: 444 HOURS — YEAR TO DATE (beginning 7/1/16): 1147 HOURS

OVERTIME REPORT

OVERTIME WORKED: 369 HOURS — YEAR TO DATE (beginning 7/1/16): 2199 HOURS

HOSPITAL SECURITY: 137 HOURS — YEAR TO DATE (beginning 7/1/16): 677 HOURS

COURT TIME WORKED: 93 HOURS — YEAR TO DATE (beginning 7/1/16): 503 HOURS

TRAINING REPORT

22 OFFICERS TRAINED FOR 955 HOURS — YEAR TO DATE (beginning 7/1/15) 5847 HOURS

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

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

CPD	6 arrests	6 warrants served
ACSO	8 arrests	8 warrants served
MSP	0 arrests	0 warrants served
FPD	0 arrests	0 warrants served
C3I	4 arrests	4 warrants served
C3IN	0 arrests	0 warrants served
OTHER	0 arrests	0 warrants served
TOTALS	**18 arrests**	**18 warrants served**

Detective David Broadwater arrested 18 people and served 18 warrants.

He opened 16 "Fugitive" investigations and made an arrest in 1 existing cases, for a total of 17 cases generated for the month.

SIGNIFICANT CASES:

1.) During the week of November 14-18, 2016, a warrant sweep was conducted in Allegany County as part of the "Safe Streets" initiative. Detective Broadwater was personally responsible for arresting 11 suspects and serving 11 warrants.

2.) On November 28, 2016 Detective Broadwater learned that there was an open parole retake warrant (Original charge - Distribution of CDS) for a suspect living in Cumberland. Detective Broadwater was able to determine where the suspect was living. He responded to that location and was able to take the suspect into custody within a matter of hours.

CPD ACTIVITY
OUTSIDE CPD JURISDICTION

NOVEMBER 2016

On 11/30/16, a CPD canine team assisted Sheriff's Deputies with a traffic stop in the LaVale area. As a result, a quantity of CDS was recovered and an arrest made.

On 11/27/16, a CPD Officer responded to I-68 in the area of Rocky Gap to assist the Maryland State Police with a search in reference to a traffic stop. As a result, no contraband was located.

On 11/19/16, the CPD vehicle crash specialist assisted the Allegany County Sheriff's Office with the investigation of a fatal vehicle accident on Route 36 in Lonaconing.

On 11/7/16, the CPD CERT served a search warrant in the Westernport area for the Washington County Sheriff's Office in reference to an assault investigation in their jurisdiction.

On 11/1/16, a CPD canine team responded to the parking lot of the Country Club mall for a drug scan. As a result, a quantity of CDS was recovered and an arrest made.

Regular Council Agenda
December 20, 2016

Description
Fire Department monthly report for November, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

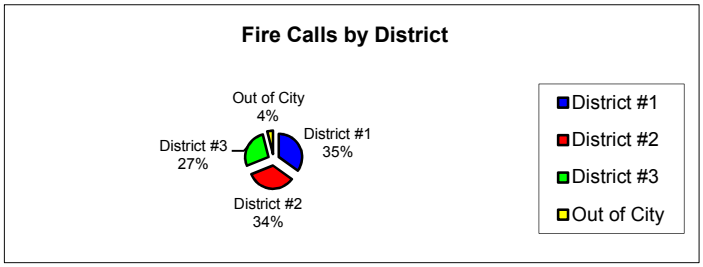
Source of Funding (if applicable)

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

Cumberland Fire Department Responded to 103 Fire Alarms:

Responses by District:

District #1	36
District #2	35
District #3	28
Out of City	4
	103



Number of Alarms:

First Alarms Answered	101
Working Alarms Answered	1
Second Alarms Answered	1
	103

Calls Listed Below:

Property Use:

Public Assembly	2
Educational	1
Institutional	4
Residential	61
Stores and Offices	4
Industrial, Utility	1
Manufacturing	1
Storage	2
Special Properties	26
Other	1
	103

Type of Situation:

Fire or Explosion	10
Overpressure	2
Rescue Calls	43
Hazardous Conditions	12
Service Calls	11
Good Intent Calls	13
False Calls	12
	103

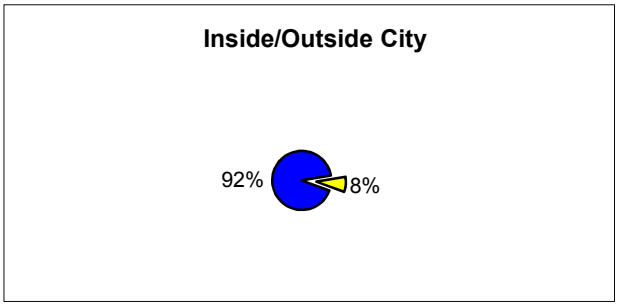
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in November:	$1,700.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	$20,200.00
Fire Service Fees for Fire Calls Paid in November:	$555.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	$4,980.00
Total Fire Service Fees Paid in FY2016:	$7,585.75

Fire Service Fees for Inspections and Permits Billed in November:	$150.00
Fire Service Fees for Inspections and Permits Paid in November:	$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	$1,200.00

Item # 4

Cumberland Fire Department Responded to 459 Emergency Medical Calls:

In City Calls	421
Out of City Calls	38
Total	459



Total Ambulance Fees Billed by Medical Claim-Aid for November:	$126,375.20
Ambulance Fees Billed Fiscal Year to Date:	$599,486.41
Ambulance Fees Paid: Revenue Received in November:	$105,479.37
FY2017 Ambulance Fees Paid in FY2017:	$305,260.00
Total Ambulance Fees Paid in FY2017:	$445,847.85

(Includes all ambulance fees, previous and current fiscal years, paid in FY2017.)

Cumberland Fire Department Provided 21 Mutual Aid Calls:

19	Mutual Aid Calls within Allegany County
2	Mutual Aid Calls outside of Allegany County
21	

Bowman's Addition VFD	5
Cresaptown VFD	11
District #16 VFD	1
Flintstone VFD	2
	19
Cumberland Valley EMS, PA	1
Wiley Ford VFD, WV	1
	21

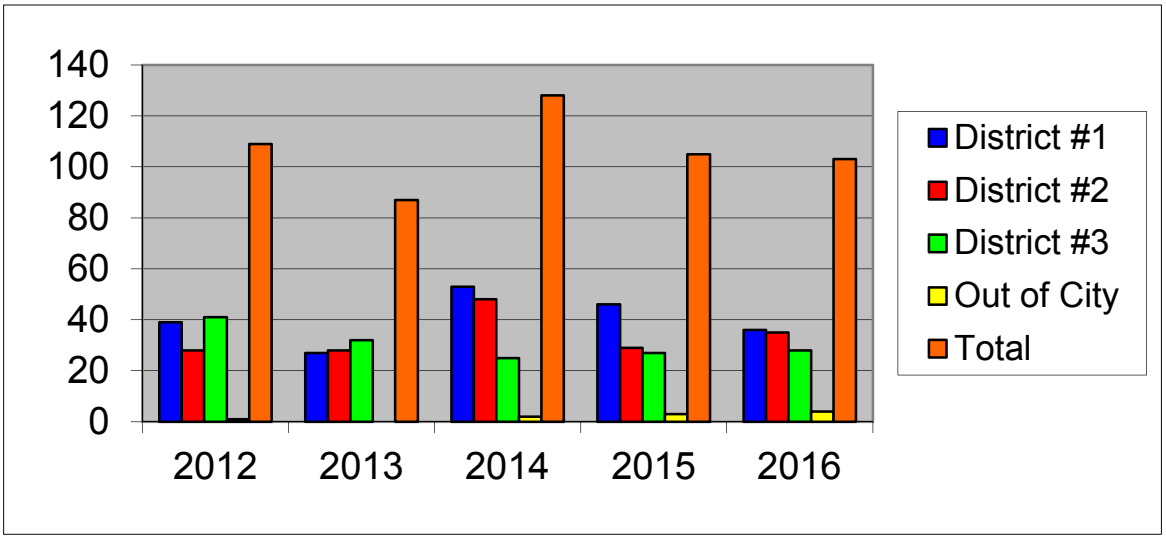
Cumberland Fire Department Provided 17 Paramedic Assist Calls:

13	Paramedic Assist Calls within Allegany County
4	Paramedic Assist Calls outside of Allegany County
17	

Bowman's Addition VFD	1
Corriganville VFD	2
Cresaptown VFD	7
Flintstone VFD	2
LaVale Rescue Squad	1
	13
Fort Ashby VFD, WV	1
Ridgeley VFD, WV	1
Short Gap VFD, WV	1
Wiley Ford VFD, WV	1
	17

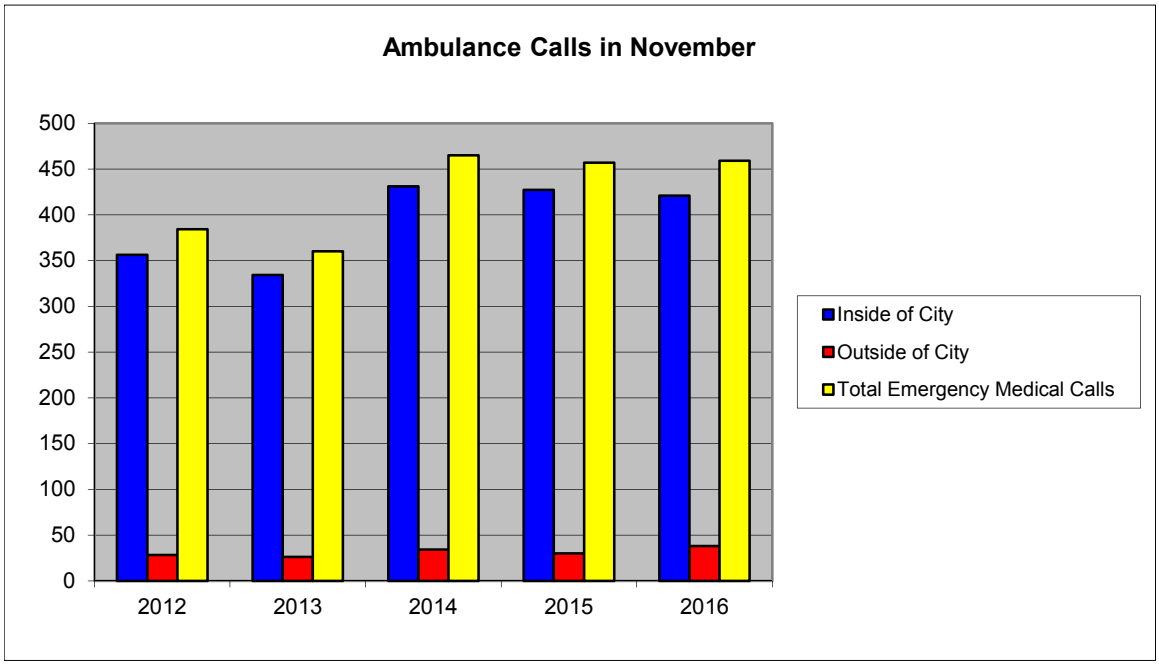
Fire Calls for the Month of November for a Five-Year Period:

	2012	2013	2014	2015	2016
District #1	39	27	53	46	36
District #2	28	28	48	29	35
District #3	41	32	25	27	28
Out of City	1	0	2	3	4
Total	109	87	128	105	103



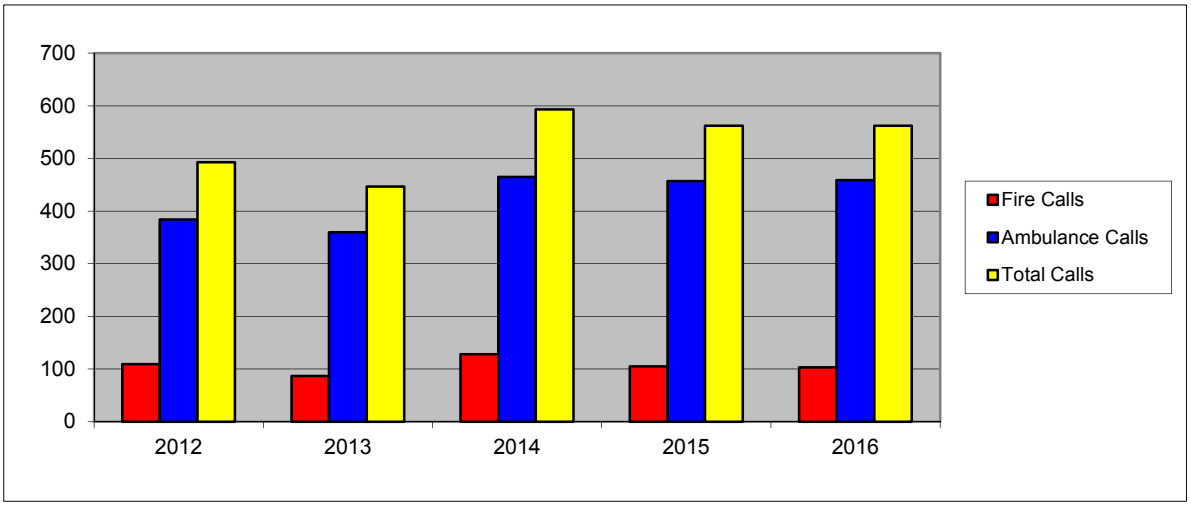
Ambulance Calls for the Month of November for a Five-Year Period:

	2012	2013	2014	2015	2016
Inside of City	356	334	431	427	421
Outside of City	28	26	34	30	38
Total Emergency Medical Calls	384	360	465	457	459



Fire and Ambulance Calls for the Month of November for a Five-Year Period:

	2012	2013	2014	2015	2016
Fire Calls	109	87	128	105	103
Ambulance Calls	384	360	465	457	459
Total Calls	493	447	593	562	562



Training

Training Man Hours:	147.50
Training Listed Below:	
Administrative Policy and Procedures	11.00
Duties and Responsibilities	4.50
Pump Operations	15.00
Aerial Operations	7.50
Apparatus Check Procedures	49.50
Inservice Inspections	11.00
Plan Reviews	3.00
EMT Recertifications	13.50
Strategic and Tactical Operations	5.00
General Fire Prevention	1.00
Street Locations	11.00
Physical Fitness	12.00
Office Equipment	3.50
	147.50

Fire Prevention Bureau

Complaints Received	0
Conferences Held	63
Correspondence	8
Inspections Performed	7
Pre-Plans	0
Investigations Conducted	5
Plan Reviews	3

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Regular Council Agenda
December 20, 2016

Description
Administrative Services monthly report for November, 2016.

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

December 12, 2016

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for November, 2016

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of November, 2016.

Management Information Systems

Management Information Systems reports the following activities for the month of November, 2016:

Statistics

150 completed help desk requests
224 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with public works on combined vehicle maintenance software solution
- Went live with new VOIP system
- Work with Tyler Technologies/New World Systems on ERP modules
- Begin deployment of new antivirus solution

Parks and Recreation

Parks and Recreation reports the following information for the month of November, 2016:

Parks & Recreation Department

Babysitters Training Class: 2 one hour session, Attendance – 12
Two Classes remained in November. The final classes were held at the Central Fire Department training room. Subject material included first aid and home fire safety related to the babysitter. The Six-week training program concluded with 8 youth completing the course, certificates of participation were mailed to participants. 10 youth were registered in the program.

Annual Tree Lighting Ceremony for the City of Cumberland – Downtown Cumberland Mall – Program coordinated with Mall Manager, Downtown Businesses, and the City was held Friday November 25, 2016. The Lighting of the Community Tree, Mall decorations, and a display at Emmanuel Episcopal Church were illuminated by Mayor Grim assisted and Council member's children. The 30 ft. Norway spruce tree was donated by Tom and Sherry from the yard of their home at 511 Bopp Avenue. The Holiday procession included the popular "Frozen" Characters Anna, Elsa, Olaf and "Paw Patrol" characters. The Trolley bus included residents from the Kensington. A group of a dozen elves walked in the procession. City police vehicles begin the parade with Santa Clause arriving on the Ladder Truck. The event, hosted by The Mayor and City Council, included Open Houses and other Holiday events and activities held throughout the day and evening. - 225 bags of candy were distributed to children by Santa and his helpers.
* Volunteers from the Finan Center Recreation therapy volunteer program under the direction of Melissa Netting prepared the candy bags.

Field Usage:
Football Practice – Youth League team practice at Flynn Field for the league playoffs and all-star games.
*(This concluded field usage of the season, facilities at the sports complex and other ball fields are being winterized for the year by maintenance.)
Seasonal employee at Mason Complex, Chuck Lowery concluded work for the season.

Co-ed Volleyball League:
The Fall/Winter League is under the direction of Carol Brown, and began in November and running until April. Games are played on Wednesday evenings using South Penn Elementary School.
7 teams are registered

Meetings attended: Tree lighting meetings
Various planning meetings for Holiday Activities
Volleyball League program meeting
November Recreation Advisory Board Meeting

Upcoming:

- **December 12, 13,14, &15** -After School Christmas programs visit downtown, organized by Parks & Recreation, BOE 21st Century after School Program and the staff of the Allegany Museum; Gary Bartik, Courtney McKay, and Clara Porcello.
- Fireworks for New Year's Eve and July 4th 2016 – request quotes
- December Recreation Board meeting

Planning for 2016 Spring/Summer season and seasonal employees

Community Development

The Community Development Department reports the following activities for the month of November, 2016:

CDBG Activity

- Completed IDIS reconciliation of CNHS program income issue
- Completed the September 2016 and October 2016 draws in IDIS
- Funded 2 new activities in IDIS for draw completion
- Provided 2016 sub recipient contracts for ERR/Exempt activities

- Reviewed/denied upon blight/ CD committee review; new application from HRDC for $47,000 Homestead Program Income
- Provided technical assistance to Allegany County Animal Shelter for current activity underway
- Review/research new HUD Consolidated Plan regulations
- Cross referenced and pulled 40+ invoices for auditors, copied them and all backup material, met with auditors for file review, pulled all subsequent auditor requests for submittal
- Data entry, IDIS, Q1 reporting and completed 5 additional activities
- Completed CAPER revisions for HUD
- Developed meeting agenda and planning for HRC meeting, facilitated the regular meeting
- Created the timeline, public notice, application checklist to begin 2017 CDBG Annual Plan process that begins January 3-End of April 2017
- Reviewed meeting notes for Bridges transportation, policy and housing committees
- Prepared for the transportation meeting for the Cumberland bus loop feasibility study

Community Services Activity

- Continued normal job duties as provided to direct supervisor in separate report.
- Attended CENA meeting on Nov. 21 with NAC, in outreach to neighborhoods.
- Attended City's CISCO telephone training on Nov 2.
- Prepared report for State of MD re: MDE lead certification related to rentals at 10 N. Liberty St.
- Gathered statistics re: 'Top 10 Employers' of City for Finance audit.
- Attended HPC meeting on Nov. 9 to record and then prepare minutes.
- Coordinated with City maintenance crew for storage area improvements re: site and construction plans storage related to City permits.
- Conversations with Houz for an internet platform – educating the local community about building permit processes and highlighting the developments and serving as a communications channel with our community while connecting residents/developers to local contractors/retail at no cost to the City. For reference: http://www.houzz.com/city/palo-alto .
- Began to collect unpaid Rental Licenses by emailing/calling owners/agents – 258 accounts are due 12/31/2016 after which citations may be written.

Code Enforcement

Nuisance & Junk Vehicle Complaints		Property Maintenance Complaints		Building Code Complaints	
Received:	n/a	Received:	n/a	Received:	n/a
Corrected:	n/a	Corrected:	n/a	Corrected:	n/a

Housing Code Complaints		Zoning Complaints	
Received:	n/a	Received:	n/a
Corrected:	n/a	Corrected:	n/a

Permits, Applications, and Licenses

Building Permits		Residential Rental License		Plan Reviews	
Received:	0	Received:	15	Received:	0
Issued:	0	Issued:	15	Issued:	0

Occupancy Permit
Received: 2
Issued: 1

Housing Inspections
Conducted: 27
Passed: 25

Revenue	
Building Permits:	$ 0.00
Miscellaneous Permits:	90.00
Occupancy Permits:	60.00
Utility Permits:	0.00
Reviews, Amendments, and Appeals:	0.00
Rental Licenses:	1550.00
Paid Inspections:	75.00
Municipal Infractions:	0.00
TOTAL	$1,775.00

Demolition Permit (Bonds) 0.00

Code Enforcement Activity

Statistical number are not currently available due to implementation of Google Drive processed. However numerous housing complaints have been received and fielded by code enforcement staff successfully. Allowing the "shared document feature" for the rental licensing information has proven to be very beneficial in contacting owners and agents in the field allowing quick resolution to problems and concerns.

On the housing inspections side of our operation, by using the I-pads we have basically eliminated the need for paper inspection form and have developed a system of information sharing that will continue to streamline the inspection process as time moves forward.

- 1 Bi-weekly Community Development Coordination meeting were conducted, note: meetings were combined on several occasions for implementation of new systems and discussion of the rental licensing process.
    - Rental licensing in final stage with citations being the next process.
    - Attempts are being made to collect outstanding balances by several means including group e-mails and telephone contacts
- 1 Bi-weekly Code Enforcement meeting were conducted
    - Continuing to attempt motivation of Code Enforcement staff
    - Developing strategies to improve code enforcement methods

- Zero demolitions took place this month due to contractor focusing on a city of Cumberland hazardous tree removal program
- Several commercial projects in various stages of development
- One new single family home completed construction at "The Pointe", two continue construction
- Sheetz near completion with an early December opening
- Allegany High School construction underway. Steel erected with straighten and leveling occurring. All outstanding issue with the project have been successfully resolved.
- Work on expansion of South Cumberland Library underway
- Entrance canopy for Schwab Cancer Center completed
- WMHS Cath lab storage project and renovation completed
- Hampton Inn Project moving forward with the site work being next phase. All permit issues are currently being resolved with an early December date expected for package completion and issuance.
- Domino's Grand opening took place at the Queen City Drive Shopping Center
- Mezzo's completed third floor renovation including sprinkler system, handicap bathrooms and second means of escape

Historic Planning/Preservation

The Cumberland Historic Preservation Commission met on Wednesday, November 9, 2016 at 4pm in the City Hall Council Chambers. There were no Certificates of Appropriateness on the agenda however one Historic District Tax Incentive for new construction. This 5% incentive allowed for a $64,903.00 real estate property tax credit to be used for up to five years.

Additionally, HPC staff provided the Historic Preservation Commission a presentation on the new Commercial Adaptive Reuse tax incentive program.

The Historic Planner/Preservation Coordinator attended in the Governor's Grants Conference in College Park on November 14th.
On October 20th, Community Development staff attended the Allegany County Commissioners public meeting to discuss the City of Cumberland's application for funding through the Community Enhancement program. The Commissioners approved an award of $50,000 to the City of Cumberland for the acquisition and demolition of 301-309 Arch Street. The request was fully funded.
On several dates in mid-November the Leasehold Improvement Program review committee visited the sites for which funding requests had been submitted. Although nine applications were received for the new Leasehold Improvement Program, one applicant withdrew prior to the site visit since the project location was no longer available. Funded by the Maryland Community Legacy program, the program is designed to assist new lessees of commercial space or existing lessees within Cumberland's zoned Central Business District who plan to increase their amount of leased space. Funds will be awarded through a competitive process. The maximum grant funding for any one property is $20,000. The applications are currently under review and a recommendation to the Mayor and City Council is expected in December.
The Historic Planner/Preservation Coordinator and CEDC staff met with the owners of 66 Pershing Street and 108 Harrison Street to discuss the next steps in the process for the Upper Story Redevelopment program.

The Historic Planner/Preservation Coordinator met with staff of the Maryland Historical Trust to review the funding requirements as well as the goals and objectives of the Certified Local Government sub-grant funding for the Maryland Inventory of Historic Property survey work for three neighborhoods and two individual sites. The Request for Proposals will be issued in mid-December.
Routine grant administration reports were submitted to the Maryland Historical Trust, and Department of Housing and Community Development.

Comptroller's Office

The Comptroller's office reports the following information for the month of November, 2016:

Cash Flow:
Attached for your review is a Cash Flow Summary for the month of November 2016.

On November 1, 2016 the City had a cash balance of $7,370,740. Disbursements exceeded receipts by $102,162 in October leaving the City with a cash balance of $7,268,578 at November 30, 2016.

As of November 30, 2016, the significant balances were:

Taxes receivable (General Fund) $ 3,890,262

	Oct Balance	New Billing	Collections	Bad Debt	Nov Balance
FY 2017	$ 3,319,066	$ 111,902	$ 719,773	$ -	$ 2,711,195
FY 2016	623,069	2,681	29,311	-	596,439
FY 2015	344,664	3,209	26,866	-	321,007
FY 2014	38,885	3,030	886	-	41,029
FY 2013	32,276	-	-	-	32,276
FY 2012	33,471	-	-	-	33,471
FY 2011	49,639	-	-	-	49,639
Prior FY's	294,454	-	-	189,248	105,206
	$ 4,735,524	$ 120,823	$ 776,837	$ 189,248	$ 3,890,262

Note:
1) New billing in prior years represent account adjustments and rebillings.
2) Several older personal property accounts were written off in November pursuant to Mayor and Council Order # 26,054.

The current year tax receivable balance is comprised of the following:

Real property (non-owner occupied)	$ 865,505
Non-Corp Personal Property	14,008
Corporate Personal Property	542,923
Real Property (semiannual payments)	1,288,759
Real Property (Half Year)	-
	$ 2,711,195

Payroll expenses for the upcoming month are an estimated $1,100,000. In addition, the City will make its annual payment to the Maryland Retirement System in December. The required payment amount is $1.8 million, and is comprised of $733,042 for LEOPS (Police) and $1,051,785 for the balance of the City employees.

The City cash position continues to be strong as illustrated in the cash and investments table following table. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary
November 2016

	Cash	Investments
Beginning Balance	$ 7,370,740	$ 7,821,629
Add:		
Cash Receipts	3,401,559	-
Investment Transfer	-	-
Less:		
Disbursements	3,503,721	-
Investment Transfer	-	-
Ending Balance	$ 7,268,578	$ 7,821,629
Restricted	$ 570,905	$ 1,935,736

Capital Projects and Associated Debt

The table below illustrates cash restrictions and balances of invested and available bond proceeds associated with capital projects.

Restricted Cash

	11/1/2016	Increase	Utilization	11/30/2016
Police Seizures	$ 285,573	$ 15	$ 2,495	$ 283,093
Bowers Trust	91,395	-	-	91,395
Restricted Lenders	106,341	-	-	106,341
GOB 2008	78,370	6	-	78,376
Other	12,641	-	941	11,700
	$ 574,320	$ 21	$ 3,436	$ 570,905

Restricted Investments

	11/1/2016	Increase	Utilization	11/30/2016
DDC	$ 6,605	$ -	$ -	$ 6,605
GOB 2008	32,053	-	-	32,053
GOB 2013	1,500,091	-	-	1,500,091
BAN 2016	396,987	-	-	396,987
	$ 1,935,736	$ -	$ -	$ 1,935,736

Available Bond Proceeds

	11/1/2016	Increase	Utilization	11/30/2016
CDA 2014	$ 1,862,809	$ -	$ -	$ 1,862,809
CDA 2015	2,574,039	-	-	2,574,039
	$ 4,436,847	$ -	$ -	$ 4,436,847

The GOB 2008 restricted cash is restricted for street improvement capital projects, which will be drawn down completely in December 2016. The balance of restricted cash accounts are to be utilized for a variety of purposes.

The DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

The GOB 2008 bond proceed investments are earmarked for street repair projects. The $32,000 balance will be utilized with a final draw in December 2016.

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs. There is a balance of $1.5 million which will be utilized for street repairs.

The Bond Anticipation Note (BAN 2016) for the Maryland Avenue Redevelopment Project was issued in June 2016. The balance of the bond proceeds is $397,000.

CDA 2014 and 2015 bond proceeds are intended for a variety of General Fund ($2.55 million), Water Fund ($531,000) and Sewer Fund ($1.35 million) projects and are available to be drawn as required. There were no draws from these bond proceeds in November.

Respectfully submitted,

Jeff Rhodes
City Administrator

Regular Council Agenda
December 20, 2016

Description
Maintenance Division monthly report for November, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAINTENANCE DIVISION REPORT
November 2016

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
NOVEMBER 2016

- POTHOLES AND COMPLAINTS
  - Potholed 5 Streets and 4 Alleys using approximately 5 tons of HMA.
  - Excavated the blacktop and curb from Eichner and installed precast curbing and blacktop to repair contractors work.

- UTILITY HOLE REPAIR
  - Completed 8 Water Utility Hole Repairs and 2 Sewer Utility Hole Repairs using 24 tons of HMA and 1.5 CY of concrete.

- STREET SWEEPING
  - Swept 297 curb miles (approx. 148 cubic yards of debris).
  - Hauled 6 tons to Landfill.

- MISCELLANOUS
  - Leaf Pick-Up with 31 loads of leaves from West Side, North End, East Side and Downtown.
  - Completed 2 Service Request.
  - Christmas tree - cut down, moved downtown and set up.
  - Traffic Control for Re-opening Washington St Bridge, Homecoming and Tree Lighting
  - Removed shrubs Downtown for Jenn Light

STREET MAINTENANCE - NOVEMBER 2016		Nov. 1-5	Nov. 6-12	Nov. 13-19	Nov. 20-26	Nov. 27-30	TOTAL
SERVICE REQUEST COMPLETED		2					2
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER	3	4	1			8
	SEWER	1	1				2
	CY		0.75	0.50			1
	TONS	14.0	10.0				24
POTHOLES FILLED	STREETS	4				1	5
	ALLEYS	4					4
	DAYS						0
	Cold Mix						0
	TONS	3.0				1.0	4
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED							0
STREET NAME SIGNS REPAIRED/INSTALLED							0
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED						0
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS			21	10	6	37
	MILES			136	110	51	297
SWEEPER DUMPS HAULED TO LANDFILL	TONS			6.1			6
SALT BARRELLS - PICK UP	DAYS						0
CLEANED BALTIMORE ST. UNDERPASS							0
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Days						0
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads	1	2	12	10	6	31

Traffic Control for Homecoming 11/4 & 11/7

Removing shrubs from Downtown for Jen Light 11/9/16

Opened up Washington St Bridge 11/10/16

Christmas Tree 11/15/16

Eichner Ave. Repair
11/21-11/23 Saw cutting, excavate blacktop and begin placing curb/topsoil

PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
NOVEMBER 2016

- Constitution Park and Long Field
  - Turned water off and shut Park down for winter.
  - Cleaning up leaves, etc.

- Mason Complex
  - Turned water off and shut complex down for winter.
  - Painted bathrooms.

- Abrams, Cavanaugh, and JC
  - Turned Water
  - Aerated and seeded Cavanaugh.

- Miscellaneous Work
  - Installed Christmas lights on VA Ave
  - Turned water off at Parklets and closed them down for winter.
  - Moved Christmas decoration to City Hall.
  - Worked Christmas Tree Lighting

Fleet Maintenance
November 2016

Total Fleet Maintenance Projects	**88**
Street Maintenance	25
Snow Removal	5
DDC	0
CPD	24
Water Distribution	8
P & R Maintenance	4
CFD	2
Sewer	2
Code Enforcement	0
Flood	1
PIP	0
WWTP	0
Engineering	1
Facility Maintenance	0
Fleet Maintenance	0
Central Services	1
Municipal Parking	0
Public Works	0
Water Filtration	0
Small Engine Repairs	0
Scheduled Preventive Maintenance	10
Field Service Calls	6
Total Work Orders Submitted	**10**
Risk Management Claims	**1**
Fork Lift Inspections	**0**

Regular Council Agenda
December 20, 2016

Description
Utilities Division & Central Services monthly reports for November, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND

UTILITY DIVISION AND CENTRAL SERVICES MONTHLY REPORTS

November 2016

Sewer & Flood Monthly Report - November 2016

Sewer

3,110	Ft. Sewer Mains flushed
2	Catch basins repaired:
	724 White Avenue
	N. Centre Street at City Hall
135	Ft Sewer mains televised
54	Ft. sewer lines televised
4	Overflows checked
	- Attended Safety Meeting

Flood

Test run station pumps
Checked CSO Stations
Cleaned pump stations
Mowed bull pen, viaduct areas
Cut West Cumberland at flood wall
Cut west levee Field #1
Cut Rt. 28 levee and Field #2

WATER DISTRIBUTION

Utilities Activity Report for November 16

REQUEST	W/E 11/4/16	W/E 11/11/16	W/E 11/18/16	W/E 11/30/16	MONTHLY TOTALS
Service Technicians					
NON READS/MDM go backs	6	14	6	11	37
VACANT Accounts report					0
FINAL READS/TURN ONS/SHUT OFFS	2	5	4	9	20
CURB/METER BOX MAINTENANCE					0
LEAK INVESTIGATIONS/turn off-on	4	2	2	1	9
STOP LOCATES/MAINTENANCE					0
METER/STOP INVESTIGATIONS	25	20	20	21	86
REPAIR WIRING/GET READING	1	1	1	1	4
ORANGE TAG FOR REPAIRS	3	4	2	4	13
YELLOW TAG FOR H/L USAGE/APPT	2			3	5
RED TAG FOR SHUT OFF			1		1
TURN WATER ON	74	28	62	51	215
TURN WATER OFF	1		2		3
NONPMT/BAD CK/AGREE SHUT OFFS	82	28	53	44	207
SHUT OFF RECHECKS	34	2	34	26	96
PULL METERS - READS/SPAC/WR OFF			1		1
PUT METERS BACK ON LINE/READS					0
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS			4		4
INSTALL COUPLERS/PLUGS/LOCK	1		2	2	5
NEW METER/DIAL	6	5	6	8	25
METER TESTS-Residential	5	1	1	4	11
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED				68	68
PRESSURE CHECK/NO WATER					0
MOVE METERS OUTSIDE/READINGS	1		1	2	4
Smartpoint change outs/New installs	1		5	3	9
Replace smartpoint antenna					0
REPAIR/REACTIVATE/MOVE SPs		1			1
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	1		5	2	8
HYDRANT/IRRIGATION METER					0
Pipe Technicians					
LINE LOCATOR	103	55	64	31	253
TAPS SERVICED	1		6	4	11
LEAKS REPAIRED					0
CLEANED TOOL TRUCK & TOOLS	3			3	6
PUT AWAY INVENTORY	3				3
CLEANED WAREHOUSE/EMPTIED TRASH	3				3
CUT OFF 10" VALVE OLD SACRED HEART	4				4
PUT EXTENSION ON HYD #609	3				3
CUT OFF SERVICES - CECELIA ST	3				3
REPAIR HYD #487			3		3
RAN NOTICES FOR SHUT DOWN LOWELL			4		4
CLEANED UP PIPE AREA			4		4
COLD MIXED 8 HOLES - CECELIA ST			3		3
REPLACED AIR VALVE - BUCKINGHAM			3		3
COLD MIXED HOLES				3	3
FAYETTE @ WASH ST - CHUCKED VALVE				3	3
TAMPED 2 HOLES CUMB @ FAYETTE				5	5
LOCATED METER BOX - 1023 SHADES LN				5	5
CHUCKED VALVE AGAIN - WASH@FAYETTE				5	5
PICKED UP CUTTERS AT HAJOCA				3	3
ORDERED SIGNS FROM PSI				3	3
					0
					0
					0
					0
					0
					0
					0
					0
					0
Watershed					
Dam - Removed trees from water line (several days)					
Worked on water main - Golden Lane					
Cleaned upper dam					
Unloaded truck for P&R guys at park					
Removed little huts from mall					
Put up Christmas tree on mall					
Worked on moving big guns at park					
Moved parks backhoe with lowboy					
Loaded tools unto truck					
Unloaded pipe from truck					
Picked up dead deer and took to deer dump					
Picked up trash from around upper and lower lakes					
Projects					
Projects - LOWELL	16	5	10	8	39
WEEKLY TOTALS & GRAND TOTAL					1201

Item # 7

Central Services – November 2016

- **City Hall**: Changed air filters in all air handling units, transferred buildings system from cooling to heating, removed dirt and debris from air vents, changed ballast and light bulbs in various lights.

- **Municipal Service Center**: Repaired garage door opener, transferred building system from cooling to heating.

- **Public Safety Building**: Transferred building system from cooling to heating, repaired leaking air compressor, replaced bearings in air blower motor, bled air from baseboard heaters, corrected Johnson Controls heating issues, greased pumps, changed air filters, replaced LED drivers in various lights.

  Police: Replaced faucet and valve on jail cell #2 sink.

  Fire: Repaired rollers and railing on garage doors.

- **Parks/Recreation**: Fixed grinder pump in restroom, installed new wiring, receptacles, switches and lights at the Amphitheatre.

- **Downtown area**: Set up and decorated Christmas Tree, hung Christmas lights and decorations on the mall, removed two kiosks from the mall, corrected WIFI issues.

HRDC Building : Prepared the Senior Center for Election Day voting.

- **Evitts Creek Pump Station**: Repaired ATS to the back up generator, replaced CSO controller.

- **Northend Pump station**: Replaced heater block on back up generator.

- **Smouses Mill Pump Station**: Installed new VFD's on motors, and terminated auto dialer.

- **Water Filtration Plant**: Calibrated all instrumentation on filters, water tanks, chlorine detectors, and flow sensors; repaired communications between Fort Hill Reservoir and Dam, replaced valve at Fort Hill Reservoir, installed new flow meters on pre and post hypo-chlorine lines, performed routine maintenance on boiler, attended WVU energy audit.

- **Wastewater Treatment Plant**: Calibrated all instrumentation on CSO sites, chlorine and ammonia detectors, and flow sensors; replaced RAS pump 4 VFD, replaced Diluting water VFD, replaced wiring and controls on thickener #2, corrected belt screen controller, installed new level sensors at Mill Race CSO, pulled new wire and replaced controller for Bedford St CSO.

- **Traffic and Street Lights:** Installed new light pole on Mechanic St, replaced load cells at intersection of Allegany and Greene St, replaced controller at intersection of Center and Valley St, reported various street lights that are out to the power company.

- Prepared snow removal equipment and plows for inclement weather.

- Load-tested generators.

- Safety Meeting November, 2016

Regular Council Agenda
December 20, 2016

Description
Engineering Division monthly report for November, 2016.

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Cover Memo

Item # 8

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2016	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	Survey in progress.	PJD	11/30/2016
2009	12-09-T	Circulation, TAC Signing and Traffic Signal Studies	Three traffic related planning studies	Study	No Change- City comments on the plans have been provided to SHA and we expected to see FINAL Plans last summer. The project is still active and installation of signs is expected in 2017.	JDF	11/30/2016
2009	22-09-M	Maryland Avenue Wall & Sidewalk Repairs	Replace of a portion of sidewalk and its supporting wall in the 900 Block of Maryland Avenue	Construction	**UPDATE -** The project is complete**.**	JDF	11/30/2016
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Design	**UPDATE** Evaluating L. S. Fiore's MBE Good Faith Efforts submittal	PJD	11/30/2016
2012	2-12-M	Baltimore Avenue Improvements	Resurfacing of Baltimore Ave. from Front Street to Marion Street; with ADA and bicycle safety improvements, water main replacement (Goethe St to Marion St), and traffic safety improvements.	Construction Closeout	**UPDATE** -SHA material clearance complete, SHA project sketch book (quantities) review complete, and we are awaiting a ruling on ADA compliance from the SHA as requested by the Contractor	JRD	10/25/2016
2012	10-12-M	Bike Improvements on Mechanic and Centre St	Bike Lane Markings and Signs on Centre and Mechanic Sts from Henderson Ave to Harrison St	Construction	**UPDATE** - Center Street was milled and paved under the IA Contract. The bicycle pavement markings and signs for this project were bid with the Frederick Street / Bedford Street Bike Improvement Project and will be completed at the same time. The contract has been award to PSI, and installation is scheduled in the spring of 2017.	JRD	10/25/2016
2013	1-13-FPM	Misc Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	Working on "Bullpen" area	PJD	11/30/2016
2013	4-13-SWM	Avirett Development at 12313 Messick Road	Development at Messick Road, north of the proposed Chessie Federal Credit Union site.	Design	**NO CHANGE** - Looking at installing sewer line.	PJD	12/3/2016
2013	11-13-M	Frederick & Bedford Sts. Bike Lane Improvements	Proposed bicycle safety improvements; including, bike lanes along Frederick Street and Bedford Street from the Mechanic Street to the City Limits, where possible, and traffic calming	Construction	**UPDATE** -This project has been awarded to PSI, and work is expected to begin in the Spring of 2017. Maryland SHA has already secured approval for the use of green pavement makings in the bike lanes, and has requested approval from FHWA to the shared lane pavement markings with the green background.	JRD	10/25/2016
2014	04-14-WWTP	Sludge Screening Study	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to	Study	No change- Need/Benefit of the project is being reevaluated. Price proposal has been requested form the selected equipment supplier. A request for an MDE Permit has been submitted. As soon as we are sure funding is in place this	JDF	11/9/2016
2014	05-14-M	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	Belt Contract to mill and pave	Construction	A number of street have been paved this season under this contract and a separate report will be submitted at the end of the season.	JDF	11/9/2016

Item # 8

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2016	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2014	10-14-M	Amtrak Station Streetscape Improvements - Baltimore Street Rail Connection	ADA improvements to curbs and sidewalks along Baltimore Street from George Street to Chessie System Railroad Tracks.	Construction Bidding	**UPDATE** - The bid opening was 12/14/16, and the apparent low bidder is Excavating Assoc. Engineering will prepare a bid tabulation and analysis of the bids received. The estimated start of construction in the Spring of 2017.	JRD	12/15/2016
2014	12-14-M	Canal Street Rehabilitation Improvements	This project will make bicycle safety improvements to Canal Street.	Construction	**Complete** - Work is complete, we will request reimbursement was submitted in June. A final report is still needed and should be done by the end of the year. The City Bike Improvement was combined with a Canal Place Contract.	JDF	11/9/2016
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Design	Preliminary project documentation has been submitted to SHA for review.	JRD	12/15/2016
2014	18-14-SWM	New HS at site of SHH - SWM	SWM for new Allegany High School	Construction	Work continues.	PJD	11/30/2016
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	**UPDATE** - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The next step in this project will be to seek funding. We believe that several West Side Project could be combined into a single funding request. More on that as the other project reports are completed. We anticipate being able to fund a project to seek grant funds through the MPO, and that should proceed in the future. Construction funding possibilities are limited at this time.	JDF	11/30/2016
2015	1-15-M	Maryland Smart Energy Communities 2015	Designation and Grant for energy reduction improvements. Also required 3 deliverables in 2015: Energy Reduction and Renewable Energy Policies, Energy Baseline, and an energy reduction plan.	Planning	**UPDATE** MEA approval to move forward with lighting and HVAC projects received 10/26/2016. This review is took a very long time, so long that the PE lighting rebates have been exhausted. Project scope was reduced for lighting portion. HVAC rebates expired September 15. I have requested reinstatement of these rebates.	RJK	10/27/2016
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	This project should become a Canal Place Project, but the City will have to be involved because the Flood Control Project. The MDOT Planning Funding may be turned over to Canal Place so that the preliminary study can get started and Canal Place is expected to find additional funding so the project can proceed to the design stage.	JDF	2/10/2016
2015	13-15-SWM	Sheetz Improvement at Greene Street - SWM	Complete revamp of the facility at Greene Street	Construction	Work in progress.	PJD	11/30/2016
2015	14-15-SWM	Hampton Inn - Welton Drive	New Hampton Inn off Welton Drive	Planning	Final SWM plan approved.	PJD	11/30/2016

Item # 8

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2016	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2015	15-15-P	Mill Grind, patch and Resurface Pavements in accordance with MD SHA Contract	A similar contract had been awarded to Belt Paving in 2014, however Belt could not provide City work, so other paving contractors were asked to provide the work. Only IA Construction responded with a proposal	Construction	A number of paving projects were completed in 2016 and will be included in a Paving Report that is done at the end of the year..	JDF	11/30/2016
2015	16-15-M	2015 Fall Tree Removal	Hazard Tree Removal	Complete	**UPDATE** Contractor has completed project. This will be the last report on this project.	PTE	4/29/2016
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Study	**UPDATE** Stream sampling ongoing through December 2016.	RJK	11/30/2016
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	**UPDATE** Engineering staff met with EAB Engineering for a presentation on municipal Asset Management Services in late October. Staff in Depts of Public Works & Finance met on November 21 to discuss steps to move forward on develop an Asset Management Program and rolling Capital Improvement Planning. Several facets across various divisions of the City have to come together with data and info for program development. The development process may require the assistance of a consultant to produce a program that includes an ongoing infrastructure inventory, capital improvement priority list(s) and financial needs.	RJK	11/30/2016
2015	21-15-M	Washington Street Lighting	Install decorative lighting along Washington Street	Design	**UPDATE -** This project was originated by the Neighborhood Association, however after they received State funding the City has agreed to take on the project and provide the necessary local funds to get it completed. After bids were opened for the lighting it was determined that the City should only install the conduit so that the paving of Washington Street could be completed. All conduit and paving work was completed in November 2016.	JDF	11/30/2016
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	**NO CHANGE**	RJK	10/27/2016
2016	5-16-SWM	Gasoline and Manual Car Wash Station - Willowbrook Road	L.C. Nixon Development Company Car Wash and Gas Station development of an existing property into a Gas Station and manual car wash.	Design	**NO CHANGE -** Concept Plan approval rescinded. New site plan needed.	PJD	11/30/2016
2016	11-16-SWM	Site Modifications to MacDonald's on the Industrial Boulevard	Drive-thru modification to a side-by-side configuration	Design	**NO CHANGE** - Final SWM Plan submittal approved	PJD	10/27/2016

Item # 8

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						November 30, 2016	
Order	**Project No.**	**Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
2016	12-16-M	New Baltimore Street Town Center	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	RFP	Proposals in hand and reviewed. Awaiting official funding prior to recommending award of contract	PJD	11/30/2016
2016	13-16-RE	Constitution Park Pool - Liner and Main Drain Improvements	The main drain is being installed by Carl Belt, Inc. and the Liner is being done by RenoSys under two separate contracts	Construction	The new main drain and the liner are being installed. This project is expected to be complete in December. The work on the water line and filters will be done in 2017.	JDF	11/30/2016
2016	14-16-M	Nemacolin and Richwood Avenue Improvements		Construction	Construction Complete	JRD	12/15/2016
2016	15-16-M	2016 Fall Tree Removal	Hazard Tree Removal	Construction	UPDATE Contractor nearly complete with tree removal. Stumps will hopefully be done soon after unless the weather significantly changes.	PTE	12/9/2016
2016	16-16-SWM	The Final Touch Building Addition	Addition of a 5,000 SF building and new parking lot at the Kelly Road facility	Construction Bidding	Final SWM plan approved.	PJD	11/30/2016
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	Plans need to be modified and the project bid, but it is important to hold this work until the New Baltimore Street Town Centre Project is started to make sure that the design is compatible.	JDF	11/9/2016
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	Needed repairs were identified in the latest Bridge Inspection Report. We asked for a price, but in that process it was determined that we needed additional Engineering to prepare the specifications for the needed repairs	JDF	11/9/2016

Item # 8

City of Cumberland, Maryland
Engineering Division - Monthly Report

Program Projects Update						November 30, 2016	
Order	**Department**	**Program/Project Name**	**Description**	**Phase**	**Comments**	**Updated By**	**Date of Update**
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	**UPDATE** Burgmeier's submitted a letter requesting to extend garbage/recycling contract for FY18 by Jan 1, 2017. A meeting will be held in December to discuss the extension in service.	RJK	30-Nov-16
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	**UPDATE** Industries continue self monitoring as per individual permits. State inspection of the City's program took place Sept 23, 2016. Industry inspections completed for 2016 calendar year. A sludge was introduced into the ECPS causing a dry weather CSO on 10/22. WWTP notified MDE as required. Staff traveled the sewer area with Charlie Hatfield 10/26 speaking with ACM and All Co staff regarding sewer projects. No correlation was found. Sewer Dept will keep an eye out for strange activity in around sewer in the EC region.	RJK	27-Oct-16
	WWTP	POTW NPDES Permit	Requirements for compliance		**NO CHANGE**	RJK	18-Aug-16
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	**UPDATE** The semi annual report is due January 10, 2017. Data collection is occurring at this time. The City of Cumberland is limited annually to 23,000 gpd in connections (or about 92 new housing units). Any new large size developments shall undergo review from the Engineering Division for the need for approval for new connections.	RJK	7-Jul-16
	WFP	NPDES Permit	Requirements for compliance		**UPDATE** Application submitted November 23, 2016 (on time).	RJK	30-Nov-16
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		**NO CHANGE**	PTE	29-Apr-16
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	**UPDATE** Fall tree removal project is active. Writing year end reports and filing applications for Tree City USA award and PLANT award.	PTE	9-Dec-16
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	**NO CHANGE** The Forest Management Plan is in the writing stage.	PTE	9-Dec-16

Item # 8

Regular Council Agenda
December 20, 2016

Description
Approval of the Regular Session minutes of November 15, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

COUNCIL
Nicole Alt-Myers
Seth D. Bernard
David J. Caporale
Richard J. Cioni, Jr.

CITY SOLICITOR
Michael Scott Cohen

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 11/15/16

***Pledge of Allegiance**

I. ROLL CALL

Councilman Caporale made a motion to nominate Councilwoman Nicole Alt-Myer as mayor pro tem. Councilman Bernard seconded the motion and it passed on a vote of 4-0.

Mayor pro tem Alt-Myers called the meeting to order at 6:17 p.m.

PRESENT: Nicole Alt-Myers, Mayor pro-tem; Council Members Seth Bernard, David Caporale, and Richard J. Cioni, Jr.

ABSENT: Mayor Brian Grim

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

Mayor pro tem Alt-Myers announced that a Closed Session had been held on Friday, November 11, 2016 and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306(c) (2) of the General Provisions Article of the Annotated Code of Maryland. City Solicitor Michael Cohen noted a correction to the statement to include Shawn Hershberger, Executive Director of the CEDC, as a person in attendance at that meeting.

II. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Certificate of Appreciation presented to Soul's Won Ministries in recognition of their 11th Anniversary

Mayor pro tem Alt-Myers read the Certificate of Appreciation and presented it to Pastor Watkins, noting the City's appreciation for the service Souls Won provides to the community.

III. DIRECTOR'S REPORT

(A) Fire

1. Fire Department monthly report for October, 2016

Item Action: Approved

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

(B) Public Works

1. Maintenance Division monthly report for October, 2016

Item Action: Approved

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

2. Engineering Division monthly report for October, 2016

Item Action: Approved

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

IV. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of November 1, 2016

Item Action: Approved

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

V. PUBLIC HEARINGS

(A) Public Hearing - to receive comment on the proposed amendment to the Lighting Standards in Section 6.08 (5) (b) of the Zoning Ordinance to change the lighting intensity standard that applies to prohibited residential uses in the city's primary business zones from 0.4 ft. candles to 1.0 foot candles

Mayor pro tem Alt-Myers convened the Public Hearing at 6:24 p.m.

David Umling, City Planner, provided background on the intent of the amendment. He discussed current lighting restrictions on lighting glare on all residential properties and how those standards may require commercial development in the zone to limit its outdoor lighting glare on a neighboring prohibited residential use. Staff had determined that the current level of protection for may be excessive for residential uses that do not belong within that zone and may unreasonably limit permitted commercial development potential. The proposed Zoning Amendment will address this issue by increasing the glare limit on non-permitted residential properties in the primary business zones.

Mr. Umling reviewed the proposed features of the zoning text amendment and the procedural steps taken to complete the amendment. The amendment had been presented to the Planning and Zoning Commission in July and one change had been made regarding prohibited uses. A public hearing was held on September 12, 2016 and the commission

recommended approval.

Mayor pro tem Alt-Myers called for questions or comments.

Being none, the Public Hearing closed at 6:27 p.m.

VI. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance *(2nd and 3rd readings)* - authorizing execution of a deed to transfer certain surplus real property located East of Shades Lane and the Goethe Street Addition and North of Welton Drive consisting of 15.07 acres +/- to Sean McCagh and Gary Blake

   Mr. Rhodes provided background on the Ordinance and advised that it was unknown who actually owned this particular parcel of land. It is not believed that the City ever owned it. The Ordinance authorizes the execution of a quit claim deed to state that any ownership the City may have in the property will be conveyed to McCagh and Blake.

   SECOND READING: The Ordinance was presented in Title only for its second reading. The reading was interrupted and motion to accept the second reading and proceed to the third after comment was made by Caporale, seconded by Cioni, and was passed on a vote of 4-0.

   Mayor pro tem Alt-Myers called for questions or comments. Being none, the Ordinance proceeded to its third reading.

   THIRD READING: The Ordinance was presented in Title only for its third reading and was adopted on a vote of 4-0.

   ORDINANCE NO. 3814

VII. NEW BUSINESS

(A) Orders (Consent Agenda)

Item Action:

Mr. Rhodes reviewed each item on the Consent Agenda. Mayor pro tem Alt-Myers entertained questions and comments from Council and the public. Motion to approve Consent Agenda Items 1-10 was made by Caporale, seconded by Bernard, and was passed on a vote of 4-0.

1. Order authorizing the execution of Amendment No. 2 to the MD Bikeways Grant Agreement for the C&O Trail Connections Project (originally authorized Setember 10, 2013 by Order 25,567) to extend the term end of the Agreement to August 31, 2017

   ORDER NO. 26,055

2. Order authorizing the execution of Amendment No. 2 to the Maryland Bikeways Grant Agreement for the Frederick and Bedford Street Bike Improvements Project (No. 11-13-M) to extend the term end of the Agreement to August 31, 2017

   ORDER NO. 26,056

3. Order declaring a 2005 Chevrolet Truck (#1GNDT13S352262755) and a 1992 International Dump Truck (#1HTSEPHN9NH442418) as surplus vehicles and authorizing them for sale or trade-in

ORDER NO. 26,057

4. Order declaring a B&O Caboose currently displayed at the Constitution Park to be surplus property and authorizing its donation to the Western MD Scenic Railroad to be restored and preserved for future generations

ORDER NO. 26,058

5. Order authorizing the Chief of Police to enter into a General Release Agreement with the Maryland Police and Correctional Training Commission (MPCTC) to permit police academy students from the Cumberland Police Department to participate in driver training at the MPCTC Driver Training Facility

ORDER NO. 26,059

6. Order authorizing the Chief of Police to enter into an Operating Agreement with the Western Maryland Health System Corporation (WMHS) to provide direction and support to officers of the Cumberland Police Department by mental health professionals when responding to calls involving persons who appear to be experiencing mental disorders and are displaying associated behaviors

ORDER NO. 26,060

7. Order authorizing the Mayor and Chief of Police to enter into a Memorandum of Understanding with the Board of Allegany County Commissioners, the City of Frostburg, and Frostburg State University to equally share the cost of a part-time, Administrative Specialist assigned to the Allegany County Combined Criminal Investigative Unit, who will provide clerical support to investigators

ORDER NO. 26,061

8. Order authorizing a contribution of $5,000 to the Allegany County Animal Shelter to fund a trap/spay/neuter program for feral cats in the City and authorizing an appropriation to the FY17 General Fund / General Government Budget in the amount of $5,000

ORDER NO. 26,062

9. Order appointing Cindi Bolyard to the Human Relations Commission for a three (3) year term effective November 15, 2016 through November 15, 2019

ORDER NO. 26,063

10. Order authorizing the execution of a Grant Agreement with the MD Heritage Areas Authority to provide $10,800 in funding for the Canal Place Heritage Area Partnership Programming Project

ORDER NO. 26,064

(B) Letters, Petitions

1. Letter from the City Administrator advising that, having visited the site of the South Spruce Place alley closing, he has determined that there are no damages caused to any of the adjacent property owners as a result of the closure, and there is no apparent added benefit to the property owners, but any added value will be formally determined by the MD Department of Assessments and Taxation

The letter was acknowledged and entered into public record.

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Doug Hutchins, 11207 Sunrise Avenue, and representative of Cumberland Trail Connection at Canal Place, spoke about a new cooperative initiative generated by 22 local businesses called Cumberland for the Holidays. The intent of the initiative is to attract people to the downtown area and encourage them to buy from the local businesses. He described details of the program that is also designed to support local charities. He discussed the cooperation between the Canal Place Preservation and Development Authority, the Western MD Scenic Railroad, Fairfield Inn, and the downtown shops.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:43 p.m.

Minutes approved on _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

Friday, November 11, 2016 at 2:00 p.m.

Second Floor Conference Room, City Hall

On Friday, November 11, 2016, the Mayor and City Council met in closed session at 2:00 p.m. in the second floor conference room of City Hall to discuss a development proposal relative to the potential location of businesses in the Maryland Avenue Redevelopment Project Area.

Persons in attendance included Mayor Grim, Council Members Alt-Myers, Caporale, Cioni, and Councilman Bernard via conference phone; City Administrator Jeff Rhodes, City Attorney Michael Cohen, CEDC Executive Director Shawn Hershberger, CEDC Chairman Jonathan Hutcherson, and City Clerk Marjorie Woodring.

On a motion made by Councilman Caporale and seconded by Councilwoman Alt-Myers, Council voted 5-0 to close the session. No actions were voted upon and the meeting was adjourned at 3:09 p.m.

Authority to close the session was provided by the State Government Article of the Annotated Code of Maryland, Subsection 10-508 (a) (4).

Regular Council Agenda
December 20, 2016

Description
Closed Meeting Announcement - December 20, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Regular Council Agenda
December 20, 2016

Description
Approval of the Closed Session Minutes of November 1, 2016

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room
Tuesday, November 1, 2016
5:30 p.m.

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

ALSO PRESENT: Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss personnel issues pursuant to the provisions of the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1) was made by Councilman Bernard, seconded by Councilman Caporale, and was passed on a vote of 5-0.

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

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

TOPICS: Personnel issues

Minutes approved on: _____

Brian K. Grim, Mayor: _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Regular Council Agenda
December 20, 2016

Description

Order authorizing the Sole Source purchase of traffic equipment for the intersection of South Mechanic and Harrison Streets from Traffic Systems & Technology, in the amount of $27,254

Approval, Acceptance / Recommendation

It is the Maintenance Department's recommendation to approve this Sole Source purchase. Econolite has been the standard equipment used in the city and state for the past 20+ years.

☑ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

Capital Projects 115 099L

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __December 20, 2016__

_

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

THAT, the Sole Source purchase of traffic equipment for the intersection of South Mechanic Street and Harrison Street from Traffic Systems & Technology, 10110 Battleview Parkway, Suite 100, Manassas, VA, 22109, be and is hereby approved in the amount of Twenty-seven Thousand, Two Hundred Fifty-four Dollars and No Cents ($27,254.00)

_____

Mayor Brian K. Grim

Source of Funding:
Capital Projects: 115 099L

Gmail by Google

Greg Snyder <greg.snyder@cumberlandmd.gov>

FY 2015 Capital Projects

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov> Tue, Sep 20, 2016 at 9:00 AM
To: Stephanie Wade <Stephanie.Wade@cumberlandmd.gov>, John DiFonzo <john.difonzo@cumberlandmd.gov>, Kim Root <kim.root@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Robert Rider <bob.rider@cumberlandmd.gov>, Dave Curry <dave.curry@cumberlandmd.gov>, Greg Snyder <greg.snyder@cumberlandmd.gov>, Johnna Byers <johnna.byers@cumberlandmd.gov>

All,

Please note the budgeted amount and coding for the Capital Projects Fund for FY 2017.

Capital Projects

115	99XA	New World Upgrade	65000	Cap	105,000.00
115	099J	Constitution Pool Improvements	63000	Cap	278,898.00
115	099L	Replace Intersection Traffic Signals	63000	[redacted]	40,000.00
115	099E	City Hall Fire Alarm System	63000	Cap	10,000.00
115	099AS	Maryland Avenue Redevelopment	63000	Cap	1,000,000.00

–
Ken Tressler
City Comptroller
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6406
Cell (304) 813-6470

Item # 12

Traffic Systems & Technology
10110 Battleview Parkway
Suite 100
Manassas, VA 20109
Phone: (703) 530-9655
Fax: (703) 530-9656

QUOTATION

Quote No. 10614 – 25523

Quoted To:		Project Information:	
Greg Snyder		Project Location:	Cabinet, Poles & APS
City of Cumberland		Project ID No.:	
3017596640	phone	Contract ID No.:	
	fax	City / Locale:	Cumberland MD

Notes:
Lead time is 8-10Wks ARO. If testing required, add one week.

Quote Date	Bid Date	FOB	Terms	Created By
12/14/2016	12/12/2016	See Notes	Net 30 Credit Card Orders will incur a 3% processing fee	JUDY.THEIS

BID#	Description	QTY	UNITS	UNIT PRICE	EXTENDED PRICE
	Aluminum Ped Pole, ABs, Octagonal Base & Pole Cap Notes: 10' Pole, Natural Finish: PB-5100-10-PNC Set of 4 Anchor Bolts 3/4" x 18": PB5306-GLV Octagonal Base, Natural Finish: PB-5349-4S-GL-PNC Pole Cap: PB-5401-PNC	8	EA	475.00	3,800.00
	Nema 5 Base Mount Cabinet Controller Assy Notes:	1	EA	11,691.00	11,691.00
	ASC/3-2100 Controller Notes: ***Deadline to purchase ASC/3S is 12/31/16. Controller is being discontinued.***	1	EA	1,795.00	1,795.00
	Install Customer Supplied CCU Notes: *** May be needed for installation of APS buttons.***	1	EA	330.00	330.00
	Onsite Support - 8 Hours Notes: Optional-Site support if needed.	1	EA	1,380.00	1,380.00
	MD Econolite Office Testing & Delivery Notes: If required.	1	EA	690.00	690.00
	16" Ped Signal 1 Way w/ LED Countdown & Hdw Notes:	8	EA	395.00	3,160.00
	APS Assy, Intelli-Cross SE2900-PNC Notes: Includes APS button, PIM module needed to program the button and 5x7 placard.	8	EA	551.00	4,408.00

Item # 12

Continued

Traffic Systems & Technology
10110 Battleview Parkway
Suite 100
Manassas, VA 20109
Phone: (703) 530-9655
Fax: (703) 530-9656

QUOTATION

Quote No. 10614 – 25523

Quoted To:		Project Information:		
Greg Snyder		Project Location:	Cabinet, Poles & APS	
City of Cumberland		Project ID No.:		
3017596640	phone	Contract ID No.:		
	fax	City / Locale:	Cumberland	MD

Notes:
Lead time is 8-10Wks ARO. If testing required, add one week.

Quote Date	Bid Date	FOB	Terms	Created By
12/14/2016	12/12/2016	See Notes	Net 30 **Credit Card Orders will incur a 3% processing fee**	JUDY.THEIS

BID#	Description	QTY	UNITS	UNIT PRICE	EXTENDED PRICE

Terms & Conditions of this Quote:
1. Quoted prices will be held firm for 30 days. Prices subject to change if the order is not release within 60 days from the date of PO.
2. Quotation based on quantities and design information provided at time of quotation. The customer is solely responsible for determining final acceptability of materials and quantities for the intended use. If quantities or design changes occur, TS&T reserves the right to adjust prices accordingly.
3. As of the date of this quotation, Estimated Shipping is as noted above and is after receipt of order, release of material for manufacture, submittal approvals if required, and confirmation of credit worthiness.
4. Shipment lead time is based on current factory schedule and may vary depending on schedule at time of release.
5. Payment terms are net 30 days from date of invoice. Payments not received within 45 days shall be charged 1.5% (18% APR) per month until paid in full. Any material not paid within 75 days will be cause to notify the general contractor, bonding company, and state of non-payment.
6. TS&T will not be bound by Buyer's general or blanket instructions. Orders containing such phrases as "all materials to be supplied as per project plans and specifications", etc. are subject to separate written acceptance and agreement by TS&T. Notes or terms written on Purchase Orders are NOT acceptable.
7. It is the customer's responsibility to notify TS&T of any completion dates at time of order. TS&T will not be held accountable for any "liquidated damages" or "penalties" for late shipments, unless agreed to by both parties in writing prior to order entry.
8. All NEW customers will be required to pay 50% at time of order and balance will paid prior to material being shipped.

Authorized Signature:_____ Date:_____
***Please fax a copy of signed quote with your PO#, this will assure no delays to your order.

Merchandise Total	27,254.00
Total Misc. Charges	0.00
Sales Tax	Not Included
TOTAL	27,254.00

Regular Council Agenda
December 20, 2016

Description

Order appointing Jacqueline L. Clarke to the Housing Authority of the City of Cumberland for a five year term to be effective 12/20/16 through 10/31/21

Approval, Acceptance / Recommendation

This appointment is being made upon the recommendation of the Housing Authority Board of Directors.

☐ 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:** __December 20, 2016__

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

THAT, Jacqueline L. Clarke be and is hereby appointed to the Housing Authority of the City of Cumberland, to replace Constance E. Beining, for a five year term to be effective December 20, 2016 through October 31, 2021.

_____

Mayor Brian K. Grim

Regular Council Agenda
December 20, 2016

Description

Order authorizing the execution of Change Order No. 1 with RenoSys Corporation for City Project 13-16-RE in the increased amount of $7,012.50 repair seams and holes on the existing stainless steel gutter system at the Constitution Park Pool; the new contract total shall be an amount not to exceed $155,107.50

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute Change Order No. 1 with RenoSys Corporation to allow for the needed repairs.

☐ Budgeted

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

Value of Award (if applicable)

$7,012.50

Source of Funding (if applicable)

115.099J.63000

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** December 20, 2016

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

THAT, Change Order No. 1 to the Sole Source proposal of RenoSys Corporation, 2825 East 55th Place, Indianapolis, IN, 46220, (Project No. 13-16-RE) to repair seams and holes on the existing stainless steel gutter system at the Constitution Park swimming pool be and is hereby approved in the increased amount of Seven Thousand Twelve Dollars and Fifty Cents ($7,012.50); and

BE IT FURTHER ORDERED, that this Change Order brings the current contract amount to One Hundred Fifty-five Thousand, One Hundred Seven Dollars and Fifty Cents ($155,107.50).

_____

Brian K. Grim, Mayor

Original Contract Value	$148,095.00
Change Order No. 1	+ $7,012.50
New Total	$155,107.50

Source of Funding:
115.099J.63000

RenoSys Corporation

Aquatic Renovation Systems, Inc.
RenoSys Corporation
Change Order 4264-001

Project/Facility Name: Constitution Pool ,MD
Project Number: #4264
Authorized Contact Name:John Difonzo

Your change order proposal, dated November 14,2016 is hereby being designated for approval of the following work:

25.5 hours at $275.00/hour to repair seams and holes on the existing stainless steel gutter system.

Change Order costs: $7012.50

This change order was originated by the Owner and we do hereby request acceptance and approval of the change order.RenoSys will make the necessary repairs and subsequent pressure test to your existing gutter supply tube based on $275.00 per hour. You will be signing off that the supply tube is holding pressure and you are accepting the repairs. Renosys will not provide any warranty,written or implied,for these repairs.The standard operating procedures for your gutter may continue to flex and stress your gutter system causing damage to the existing welds, and any associated repair. Identified with an increase of $7012.50

Original Contract Value:	$148,095.00
Previous Increases	$0
Value after prior CO/Amend	$148,095.00
This CO/Amend Increases	$7012.50
Current Contract Value	$155,107.50

Owner/Representative
John Difonzo
57 N. Liberty Street
Cumberland,MD 21502

Sub-Contractor:
Aquatic Renovation Systems, Inc.
2825 E 55th Place
Indianapolis, IN 46220

_____
Signature

John Difonzo

_____
Date

_____
Signature

Steve Comstock

_____
Date

Regular Council Agenda
December 20, 2016

Description

Order authorizing the execution of Certificates of Satisfaction to acknowledge that Deeds of Trust made unto the Mayor and City Council of Cumberland have been paid, and that the liens of the Deeds of Trust are hereby released for: 631-633 Maryland Avenue, 164-170 N. Centre Street, 718 Maryland Avenue, 757 Maryland Avenue, 948 Maryland Avenue, and 721 Maryland Avenue

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __December 20, 2016__

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

THAT, the Mayor be and is hereby authorized to execute Certificates of Satisfaction to acknowledge that the following Deeds of Trust made unto the Mayor and City Council of Cumberland have been paid, and that the lien of the Deeds of Trust are hereby released:

Deed of Trust made by:	*Regarding address:*	*Recorded in Allegany County Land Records:*
Robert E. Nycum	631-633 Maryland Avenue	Book 1223, Page 281
Jason Lee Wolford	164/166/168/170 N. Centre St.	Book 1815, Page 493
Allen Michael and Anna Rosalie Knippenberg	718 Maryland Avenue	Book 1223, Page 297
Sue Ann Smith	757 Maryland Avenue	Book 1369, Page 113
Allegany County Human Resources Development Commission	948 Maryland Avenue	Book 1532, Page 229
Jeffrey & Audra Clark	721 Maryland Avenue	Book 1223, Page 313

_____

Mayor Brian K. Grim

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Robert E. Nycum unto H. Jack Price, Jr., trustee for the benefit of the Mayor and City Council of Cumberland, dated December 13, 2005 and recorded among the Land Records of Allegany County, Maryland in Book 1223 Page 281 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of December, 2016.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

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

_____
NOTARY PUBLIC

My Commission Expires:_____

DEED OF TRUST

THIS AGREEMENT, is made this 22nd day of September, 2008, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (hereinafter referred to as "Lender"), and Allegany County Human Resources Development Commission (HRDC) (the "Borrower") and Michael Scott Cohen ("Trustee').

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Mayor and City Council of Cumberland (the "Lender") in the principal sum of **Seven Thousand Five Hundred Fifty Three Dollars (7,553.00)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

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WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustee or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar ($1.00) in legal lender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, and more particularly described in Exhibit "A" attached hereto as a part hereof.

TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof.

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the aforegoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies

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covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other property and rights described above (all of which is hereinafter called the "Property") unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustee for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustee or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustee, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"): (a) The Note.

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PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Trustee that the indebtedness has been so paid or satisfied in full, the Trustee shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustee, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for themselves, their heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustee and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. ***Title to Property.*** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustee and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. ***Payment of Debt.*** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

3. ***Taxes and Public Charges.*** Borrower will promptly pay and discharge all lawful taxes, water rents, assessments, public and other dues, charges and levies which are or may be imposed upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. ***Borrower Covenants.*** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit

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or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. ***Liens.*** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust, without the prior written consent of the Lender.

6. ***Cross-Default.*** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this *Deed* of Trust.

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7. ***Condition of Property.*** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. ***Protection of Lender and Trustee.*** Borrower will save Lender and Trustee harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing, motion, or application before any court or administrative body (except an action to foreclose or to collect the debt secured hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustee in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

9. ***Improvements.*** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. ***Eminent Domain.*** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. ***Hazardous Materials: Contamination***

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and

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provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary finds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Property as a result thereof; and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all claims, costs, and expenses, which nay now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on, in or under the Property or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate under the terms of the Note, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and be a default under the Deed of Trust.

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12. ***Advances by Lender.*** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower; or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the Property or of a substantial part of the property of Borrower; or (iii) approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and Borrower shall have failed to cure such default within fifteen (15) days after Lender sends such notice. Provided, however, that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Upon the occurrence of an Event of Default, the Lender may, at its option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment,

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protest and demand, notice of protest, demand, dishonor and nonpayment.

Upon the occurrence of an Event of Default, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Upon the occurrence of an Event of Default, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustee to sell (granting him a power of sale) and the Trustee may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustee may determine, at public auction at such time and place and after such public advertisement as the Trustee shall deem advantageous and proper and as required by law, at Lender's option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

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Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclosure this Deed of Trust, or to sell, as an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as applicable.

14. ***Application of Proceeds.*** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to eight percent (8%) of the amount then due under the terms of the Note, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

15. ***Collection Expense.*** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustee, on demand, all reasonable costs, charges, fees, and disbursements of the Trustee chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of his powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. ***Lender's Expense in Defending Title.*** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, all sums paid by Lender for the expense of any litigation to prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. ***No Waiver.*** Lender may at anytime extend the time for payment of

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the indebtedness hereby secured, or any pan thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

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18. ***Remedies Cumulative.*** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. ***Non-liability of Trustee.*** The Trustee shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. The Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

20. ***No Conflict of Trustee.*** The Trustee may act hereunder and may sell and convey the Property as herein provided, although the Trustee has been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. ***Removal of Trustee.*** The irrevocable power is hereby expressly granted to remove the Trustee and to appoint a successor or successors or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, in the event the trust is placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustee may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. ***Lender May Purchase.*** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. ***Notices.*** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, as follows:

If to Borrower: (add address of borrower)

24. ***Partial Invalidity.*** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate

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this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

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26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the Borrower that shall be required by the Lender or by any other federal agency.

27. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

28. **Jury Trial Waiver. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER, THE TRUSTEE OR THE BORROWER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS. 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 DEED OF TRUST OR THE LOAN DOCUMENTS.**

IN WITNESS WHEREOF, the Borrower has caused the within Deed of Trust to be duly signed and sealed the day and year first above written.

WITNESS:

_____ _____ (SEAL)

_____ _____ (SEAL)

INF FD SURE $	20.00
RECORDING FEE	75.00
TOTAL	95.00
Reg# AL01	Rcpt # 75565
DL AEM	Blk # 989
Oct 17, 2008	01:51 pm

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STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 22 day of September, 2008, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Courtney A. Thomas known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, Kathleen M McKinney, the Representative of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit.

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Witness my hand and notarial seal.

Notary Public

My Commission Expires:
4-1-2011

The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Michael Scott Cohen

Return recorded original to:
Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, MD 21502

EXHIBIT A

The property is described as consisting of Lots 15, 16 and a part of 17, Section E, in Gross $ Tanzer Addition to the City of Cumberland. Its metes and bounds description describes the property as fronting a distance of 51.5 feet on the Southeast side of Maryland Avenue and extending back an even depth of 100 feet to an alley.

With a property address of 948 Maryland Avenue, Cumberland, MD 21502

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

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State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: Allegany

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.)

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

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

☑ Deed	☐ Mortgage	☐ Other _____	☐ Other _____
☑ Deed or Trust	☐ Lease	_____	_____

2 Conveyance Type Check Box

☐ Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if Applicable) Cite or Explain Authority

Recordation	City of Cumberland
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only — Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$	Transfer Tax Consideration	$
Any New Mortgage	$	X ( ) % =	$
Balance of Existing Mortgage	$	Less Exemption Amount –	$
Other:	$ 7,553.00	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value:	$	TOTAL DUE	$

Attachment number 3 \nPage

5 Fees

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$ 75.00	$	Agent:
Surcharge	$ 20.00	$	Tax Bill:
State Recordation Tax	$	$	
State Transfer Tax	$	$	C.B. Credit:
County Transfer Tax	$	$	
Other	$	$	Ag. Tax/Other:
Other	$	$	

6 Description of Property

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

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
04	019024	1511/373	109	2500	☐ (5)

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

Location/Address of Property Being Conveyed (2): 948 Maryland Avenue, Cumberland, MD 21502

Other Property Identifiers (if applicable) | Water Meter Account No.: 260008004

Residential ☐ or Non-Residential ☑ | Fee Simple ☐ or Ground Rent ☐ | Amount:

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

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

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

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)

New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

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

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Kathy McKenney
Firm: City of Cumberland
Address: 57 N. Liberty Street / P.O. Box 1702
Cumberland MD 21502 Phone: (301) 759-6431

☑ Return to Contact Person
☐ Hold for Pickup
☐ Return Address Provided

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

Assessment Information

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☑ No Does transfer include personal property? If yes, identify: _____
☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only - Do Not Write Below This Line

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

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

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Item # 15

Distribution: *White - Clerk's Office*
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

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Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Jeffrey L. and Audra R. Clark unto Michael Scott Cohen., trustee for the benefit of the Mayor and City Council of Cumberland, dated December 13, 2005 and recorded among the Land Records of Allegany County, Maryland in Book 1223, Page 313 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of December, 2016.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this _____ day of December 2015, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Brian K. Grim, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

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

_____
NOTARY PUBLIC

My Commission Expires:_____

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1223, p. 0313, MSA_CE78_864. Date available 01/12/2006. Printed 12/01/2016.

DEED OF TRUST

THIS DEED OF TRUST, is made this 13th day of December, 2005, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter referred to as "Lender"), and Jeffrey L. and Audra R. Clark (the "Borrower") and H. Jack Price, Jr. ("Trustee'). Principal Residence of Jeffrey and Audra Clark

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Mayor and City Council of Cumberland (the "Lender") in the principal sum of **Nine Thousand Four Hundred and Sixteen Dollars** **($9,416)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustees or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar ($1.00) in legal lender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustees, the survivor of them, and their respective successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of

Maryland, and more particularly described in Exhibit "A" attached hereto as a part hereof.

TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed. therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the aforegoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

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ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1223, p. 0315, MSA_CE78_864. Date available 01/12/2006. Printed 12/01/2016.

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other property and rights described above (all of which is hereinafter called the "Property") unto the Trustees, their successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustees for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustees or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustees, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"):

(a) The Repayment Agreement/Promissory Note;

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then

these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Trustees that the indebtedness has been so paid or satisfied in full, the Trustees shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustees, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for itself, its heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustees and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. ***Title to Property.*** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustees and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. ***Payment of Debt.*** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

3. ***Taxes and Public Charges.*** Borrower will promptly pay

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and discharge all lawful taxes, water rents, assessments, public and other dues, charges and levies which are or may be imposed upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. ***Borrower Covenants.*** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. ***Liens.*** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust, without the prior written consent of the Lender.

6. ***Cross-Default.*** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this *Deed* of Trust.

7. ***Condition of Property.*** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. ***Protection of Lender and Trustees.*** Borrower will save Lender and Trustees harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing,

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motion, or application before any court or administrative body (except an action to foreclose or to collect the debt secured hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustees in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

9. ***Improvements.*** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. ***Eminent Domain.*** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. ***Hazardous Materials: Contamination***

(a) The Borrower represents and warrants to Lender that there are no materials presently located on the Project or any of the Properties which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special

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handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on the Project or any of the Properties. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on the Project of any of the Properties or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary finds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Project or any of the Properties as a result thereof; and may be established on the Project or any of the properties as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustees from any and all claims, costs, and expenses, which nay now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on the Project or any of the Properties or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and be a default under the Deed of Trust.

12. ***Advanced by Lender.*** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation

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so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the Property or of a substantial part of the property of Borrower; or (iii) approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and

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Borrower shall have failed to cure such default within fifteen (15) days after Lender sends such notice. Provided, however, that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Then in each and every such case, the Lender may, at its option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment, protest and demand, notice of protest, demand, dishonor and nonpayment,

Then in each and every such case, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Then in each and every such, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustees to sell and the Trustees may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustees may determine, at public auction at such time and place and after such public advertisement as the Trustees shall deem advantageous and proper and as required by law, at Lenders option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

Then in each and every such case, the Trustees may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclosure this Deed of Trust, or to sell, ss an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of

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Attachment number 5 \nPage

Article 9 of the Maryland Uniform Commercial Code, as applicable.

14. ***Application of Proceeds.*** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to the commission allowed Trustees for making sales of Property under decrees of the courts of the county having jurisdiction, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

15. ***Collection Expense.*** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustees, on demand, all reasonable costs, charges, fees, and disbursements of the Trustees chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of their powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. ***Lender's Expense in Defending Title.*** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes

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necessary to defend or uphold the lien of this Deed of Trust, all sums paid by Lender for the expense of any litigation to prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. ***No Waiver.*** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any pan thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

18. ***Remedies Cumulative.*** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. ***Non-liability of Trustees.*** The Trustees shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to

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be genuine and to have been signed by the party or parties purporting to sign the same. Trustees shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

20. ***No Conflict of Trustees.*** The Trustees may act hereunder and may sell and convey the Property as herein provided, although the Trustees have been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. ***Removal of Trustees.*** The irrevocable power is hereby expressly granted to remove the Trustees, or either of them hereunder and to appoint a successor or successors to either or both or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, notwithstanding the fact that the trust has been placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustees may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. ***Lender May Purchase.*** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. ***Notices.*** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, as follows:

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If to Borrower: 721 Maryland Avenue, Cumberland, MD

24. ***Partial Invalidity.*** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

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26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the Borrower that shall be required by the Lender or by any other federal agency.

26. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

IMP FD SURE $	20.00
RECORDING FEE	20.00
TOTAL	40.00
Rec# AL01	Rcpt # 47236
DL HLH	Blk # 1870
Dec 20, 2005	02:04 PM

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IN WITNESS WHEREOF, the Borrower has caused the within Deed of Trust to be duly signed and sealed the day and year first above written.

WITNESS:

Deborah K Wolfe — Jeff L. Clark

Deborah K. Wolfe — Audra Clark

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of December, 20 05, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany, personally appeared Jeff + Audra Clark known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and notarial seal.

Deborah H. Grove
Notary Public

My Commission Expires:

June, 2, 2006

The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

H. Jack Price, Jr.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: Allegany

BOOK 1 2 2 3 PAGE 3 2 8

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

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

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (Check Box if addendum Intake Form is Attached.)

X Deed / Deed of Trust	Mortgage / Lease	Other	Other

2 Conveyance Type Check Box

Improved Sale Arms-Length [1]	Unimproved Sale Arms-Length [2]	Multiple Accounts Arms-Length [3]	Not an Arms-Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	City of Cumberland
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$
Any New Mortgage	$
Balance of Existing Mortgage	$
Other:	$ 9,416.00
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$ Attachment number 5 \nPage
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 20.00	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

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

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
04	035925	636/529	109	2435	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
					2500 SF

Location/Address of Property Being Conveyed (2): 721 Maryland Ave., Cumberland, MD

Other Property Identifiers (if applicable)

Water Meter Account No.: 250204001

Residential ✔ or Non-Residential | Fee Simple or Ground Rent | Amount:

Partial Conveyance? Yes No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

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

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)

New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

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

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Raquel Ketterman

Firm City of Cumberland

Address: 57 N. Liberty St./PO Box 1702, Cumberland, MD 21502

Phone: (301) 759-6437

☑ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

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

Assessment Information

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

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

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

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

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

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

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Item # 15

Distribution: White – Clerk's Office; Pink – Office of Finance; AOC-CC 300 (4/05); Canary – SDAT; Goldenrod – Preparer

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DEED OF TRUST

THIS DEED OF TRUST, is made this 13th day of December, 2005, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter referred to as "Lender"), and Robert E. Nycum the "Borrower") and H. Jack Price, Jr. ("Trustee').

Principal Residence of Robert Nycum

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Mayor and City Council of Cumberland (the "Lender") in the principal sum of **Ten Thousand Dollars ($10,000)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustees or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar ($1.00) in legal lender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustees, the survivor of them, and their respective successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, and more particularly described in Exhibit "A" attached hereto as a part hereof.

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TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed. therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the aforegoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

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TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other property and rights described above (all of which is hereinafter called the "Property") unto the Trustees, their successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustees for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustees or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustees, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"):

(a) The Repayment Agreement/Promissory Note;

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the

satisfaction of the Trustees that the indebtedness has been so paid or satisfied in full, the Trustees shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustees, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for itself, its heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustees and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. ***Title to Property.*** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustees and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. ***Payment of Debt.*** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

3. ***Taxes and Public Charges.*** Borrower will promptly pay and discharge all lawful taxes, water rents, assessments, public and other dues, charges and levies which are or may be imposed

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upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. ***Borrower Covenants.*** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. ***Liens.*** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust, without the prior written consent of the Lender.

6. ***Cross-Default.*** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this *Deed* of Trust.

7. ***Condition of Property.*** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. ***Protection of Lender and Trustees.*** Borrower will save Lender and Trustees harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing, motion, or application before any court or administrative body (except an action to foreclose or to collect the debt secured

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hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustees in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

9. ***Improvements.*** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. ***Eminent Domain.*** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. ***Hazardous Materials: Contamination***

(a) The Borrower represents and warrants to Lender that there are no materials presently located on the Project or any of the Properties which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such

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materials on the Project or any of the Properties. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on the Project of any of the Properties or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary finds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Project or any of the Properties as a result thereof; and may be established on the Project or any of the properties as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustees from any and all claims, costs, and expenses, which nay now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on the Project or any of the Properties or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and be a default under the Deed of Trust.

12. ***Advanced by Lender.*** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate

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established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the Property or of a substantial part of the property of Borrower; or (iii) approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and Borrower shall have failed to cure such default within fifteen (15) days after Lender sends such notice. Provided, however,

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that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Then in each and every such case, the Lender may, at its option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment, protest and demand, notice of protest, demand, dishonor and nonpayment,

Then in each and every such case, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Then in each and every such, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustees to sell and the Trustees may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustees may determine, at public auction at such time and place and after such public advertisement as the Trustees shall deem advantageous and proper and as required by law, at Lenders option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

Then in each and every such case, the Trustees may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclosure this Deed of Trust, or to sell, ss an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as applicable.

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14. ***Application of Proceeds.*** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to the commission allowed Trustees for making sales of Property under decrees of the courts of the county having jurisdiction, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

15. ***Collection Expense.*** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustees, on demand, all reasonable costs, charges, fees, and disbursements of the Trustees chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of their powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. ***Lender's Expense in Defending Title.*** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, all sums paid by Lender for the expense of any litigation to

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prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. ***No Waiver.*** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any pan thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

18. ***Remedies Cumulative.*** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. ***Non-liability of Trustees.*** The Trustees shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. Trustees shall not be liable for

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any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

20. ***No Conflict of Trustees.*** The Trustees may act hereunder and may sell and convey the Property as herein provided, although the Trustees have been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. ***Removal of Trustees.*** The irrevocable power is hereby expressly granted to remove the Trustees, or either of them hereunder and to appoint a successor or successors to either or both or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, notwithstanding the fact that the trust has been placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustees may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. ***Lender May Purchase.*** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. ***Notices.*** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, as follows:

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If to Borrower: 633 Maryland Avenue, Cumberland, MD

24. ***Partial Invalidity.*** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the

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Borrower that shall be required by the Lender or by any other federal agency.

26. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

IMP FD SURE $	20.00
RECORDING FEE	20.00
TOTAL	40.00
Rest# AL01	Rcpt # 47230
DL INLH	Blk # 1868
Dec 28, 2005	02:02 PM

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IN WITNESS WHEREOF, the Borrower has caused the within Deed of Trust to be duly signed and sealed the day and year first above written.

WITNESS:

Robert E. Nyeum

Robert E. Nyeum

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of December, 2005, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany, personally appeared Robert E. Nyeum known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and notarial seal.

Carolyn A. Martin
Notary Public

My Commission Expires: Sept. 1, 2011

The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

H. Jack Price, Jr.

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State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: Allegany

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Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

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

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (Check Box if addendum Intake Form is Attached.)

☐ Deed ☒ Deed of Trust	☐ Mortgage ☐ Lease	☐ Other _____	☐ Other _____

2 Conveyance Type Check Box

☐ Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	City of Cumberland
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$
Any New Mortgage	$
Balance of Existing Mortgage	$
Other:	$ 10,000
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

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5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 20.00	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

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

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
04	037936		109	7116 A	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
					5,070 SF

Location/Address of Property Being Conveyed (2)

631-633 Maryland Ave., Cumberland, MD

Other Property Identifiers (if applicable) | **Water Meter Account No.** 2501840005

Residential ✔ **or Non-Residential** | **Fee Simple or Ground Rent** | **Amount:**

Partial Conveyance? Yes No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

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

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)

New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

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

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Raquel Ketterman

Firm City of Cumberland

Address: 57 N. Liberty St./PO Box 1702, Cumberland, MD 21502

Phone: (301) 759-6437

☑ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

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

Assessment Information

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

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

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

Assessment Use Only – Do Not Write Below This Line

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

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

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Space Reserved for County Validation

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Distribution: White – Clerk's Office; Pink – Office of Finance; AOC-CC 300 (4/05); Canary – SDAT; Goldenrod – Preparer

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Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made Jason Lee Wolford unto Michael Scott Cohen., trustee for the benefit of the Mayor and City Council of Cumberland, dated September 9, 2011 and recorded among the Land Records of Allegany County, Maryland in Book 1815, Page 493 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of December, 2016.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

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

_____
NOTARY PUBLIC

My Commission Expires:_____

DEED OF TRUST

THIS DEED OF TRUST, is made this 9th day of September, 2011, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (hereinafter, referred to as "Lender"), and **JASON LEE WOLFORD** ("Borrower") and **MICHAEL SCOTT COHEN** ("Trustee').

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Lender in the principal sum of **Ninety Eight Thousand Dollars ($98,000.00)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustee or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar ($1.00) in legal lender of the United States of America to it in hand paid by the Lender, [illegible] hereby grant and convey unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, and more particularly described in Exhibit "A" attached hereto as a part hereof.

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TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof.

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the aforegoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other

property and rights described above (all of which is hereinafter called the "Property") unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustee for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustee or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustee, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"): (a) The Note.

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Trustee that the indebtedness has been so paid or satisfied in full, the Trustee shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustee, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

Item # 15

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for themselves, their heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustee and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. ***Title to Property.*** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustee and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. ***Payment of Debt.*** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

3. ***Taxes and Public Charges.*** Borrower will promptly pay and discharge all lawful taxes, water rents, assessments, public and other dues, charges and levies which are or may be imposed upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. ***Borrower Covenants.*** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental

authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. ***Liens.*** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust, without the prior written consent of the Lender.

6. ***Cross-Default.*** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this *Deed* of Trust.

7. ***Condition of Property.*** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. ***Protection of Lender and Trustee.*** Borrower will save Lender and Trustee harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing, motion, or application before any court or administrative body (except an action to foreclose or to collect the debt secured hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustee in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

Item # 15

9. ***Improvements.*** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. ***Eminent Domain.*** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. ***Hazardous Materials: Contamination***

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary finds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Property as a result thereof;

and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all claims, costs, and expenses, which nay now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on, in or under the Property or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate under the terms of the Note, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and be a default under the Deed of Trust.

12. ***Advances by Lender.*** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

12.5. Miscellaneous Community Legacy Program Insurance Requirements. In that the funds advanced by Lender to Borrower pursuant to the terms of the Note were made available to Lender through a Community Legacy Program grant from the Department of Housing and Community Development of the State of Maryland, the following terms shall apply:

- Borrower shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Property, both during and after construction or rehabilitation, in the form and amount required by Lender.
- If the Property is located in the 100-year flood plain, Borrower shall procure flood plain insurance coverage in the form and amount required by Lender.
- Borrower shall require the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by Lender.
- Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State;
- To the extent applicable, insurance coverage shall be in force prior to the disbursement of the Note proceeds and shall contain terms and coverages satisfactory to the Department of Housing and Community Development.

Item # 15

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower; or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the

Property or of a substantial part of the property of Borrower; or (iii) approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and Borrower shall have failed to cure such default within fifteen (15) days after Lender sends such notice. Provided, however, that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Upon the occurrence of an Event of Default, the Lender may, at its option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment, protest and demand, notice of protest, demand, dishonor and nonpayment.

Upon the occurrence of an Event of Default, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Upon the occurrence of an Event of Default, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustee to sell (granting him a power of sale) and the Trustee may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustee may determine, at public auction at such time and place and after such public advertisement as the Trustee shall deem advantageous and proper and as required by law, at Lender's option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

Item # 15

Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclosure this Deed of Trust, or to sell, as an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as applicable.

14. ***Application of Proceeds.*** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to eight percent (8%) of the amount then due under the terms of the Note, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

15. ***Collection Expense.*** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any

indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustee, on demand, all reasonable costs, charges, fees, and disbursements of the Trustee chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of his powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. ***Lender's Expense in Defending Title.*** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, all sums paid by Lender for the expense of any litigation to prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. ***No Waiver.*** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any pan thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

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18. ***Remedies Cumulative.*** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. ***Non-liability of Trustee.*** The Trustee shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. The Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

20. ***No Conflict of Trustee.*** The Trustee may act hereunder and may sell and convey the Property as herein provided, although the Trustee has been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. ***Removal of Trustee.*** The irrevocable power is hereby expressly granted to remove the Trustee and to appoint a successor or successors or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, in the event the trust is placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustee may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. ***Lender May Purchase.*** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid

hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. ***Notices.*** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, to Borrower at **RT 1 BOX 7, WILEY FORD WV 26767.**

24. ***Partial Invalidity.*** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

Item # 15

26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the Borrower that shall be required by the Lender or by any other federal agency.

27. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

28. **Jury Trial Waiver. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER, THE TRUSTEE OR THE BORROWER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS. 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 DEED OF TRUST OR THE LOAN DOCUMENTS.**

IN WITNESS WHEREOF, the Borrower has caused the within Deed of Trust to be duly signed and sealed the day and year first above written.

WITNESS:

_____ _____ (SEAL)
Jason Lee Wolford

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of SEPTEMBER, 2011, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jason Lee Wolford**, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, **Kathy McKenney**, the Historic Planner/Preservation Coordinator of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit. Kathy McKenney further made oath in due form of law that, pursuant to Section 3-104 of the Real Property Article of the Maryland Annotated Code, that the party secured by this deed of trust (which made and originated this loan) is exempt from the licensing requirements of Title 11, Subtitles 5 and 6 of the Financial Institutions Article because it is a municipal corporation and is therefore exempt under Section 11-502(b)(3) and 11-604.

Witness my hand and notarial seal.

_____
Notary Public

My Commission Expires _____

OFFICIAL SEAL
STATE OF MARYLAND
ALLEGANY COUNTY
NOTARY PUBLIC
BRENDA LEE ANDREWS
Commission expires August 13, 2015

The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

_____
Michael Scott Cohen

Return recorded original to:
Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, MD 21502

Item # 15

Exhibit A

FIRST PARCEL: ALL that certain piece or parcel of ground situated and lying on the west side of North Centre Street, Cumberland, Allegany County, Maryland, consisting of the second parcel of a conveyance by William A. Gunter, Assignee of Mortgage to Frank M. Wilson et al, by deed dated the 3rd day of May 1939, and recorded in Liber 183, folio 499, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the Westerly side of North Centre Street distant South 40 degrees East 249.65 feet from the Southwest intersection of Market Street and North Centre Street, and running thence with said Westerly line of North Centre Street South 40 degrees East 27 feet to the division line between parcel one and parcel two of aforesaid deed, thence with said division line South 50 degrees West 89.9 feet to the corner of a frame addition to building on lot of second parcel, said point also being on the East wall of the Old Mill Race, thence with the frame building line North 40 degrees West 27 feet to a point on said East wall, thence North 50 degrees East 89.9 feet to the beginning.

SECOND PARCEL: Also any right, title and interest the party of the first part may have in and to a certain piece or parcel of ground in the rear of the beforesaid described property, on which is built a frame shed, extending to a line in the middle of the Old Mill Race, said line being a part of the third line of a deed from Charles Z. Heskett, Assignee, to Bess Buchanan, et al, dated November 19, 1941, and recorded in Liber 192, Folio 100, one of the Land Records of Allegany County, Maryland, also to a part of the third line of a deed from Samuel Denson, Jr. to Lester A. Williams, et ux, dated March 7, 1944, and recorded in Liber 198, folio 648, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at the end of the second line of the first parcel herein conveyed and running thence South 50 degrees West 15.8 feet to a point on the third line of the above-mentioned deed from Charles Z. Heskett to Bess Buchanan, et al, thence with a part of said third line and a part of the third line of the above-mentioned deed from Samuel Denson, Jr., to Lester A. Williams, et ux, North 40 degrees West 27 feet, thence North 50 degrees East 15.8 feet to end of the third line of the FIRST PARCEL herein conveyed, thence with said third line reversed, South 40 degrees East 27 feet to the beginning.

THIRD PARCEL: ALL that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, and being more particularly described as follows:

BEGINNING for the same at a point on the easterly side of North Mechanic Street three feet southeasterly from where the westward extension of the line of the south wall of what was formerly known as J. Paulu's house intersects the easterly side of said Mechanic Street, said point of beginning being southwest corner of the said Paulu's lot and running thence with said side of said North Mechanic Street South 38-3/4 degrees East 32 feet 9 inches; thence leaving said Mechanic Street and running with an old fence line North 50-1/4 degrees East 138-1/2 feet to the mill race; thence North 38 degrees West 33 feet 4 inches to John Paulu line; thence with said line South 51 degrees West 139 feet to the place of beginning.

Item # 15

IT BEING the same property which was conveyed unto the said James F. Hupp and Evelyn L. Hupp, his wife, by deed of The Enterprise Amusement Company dated January 23, 1967 and recorded in Deed Book 404, page 116, among the Land Records of Allegany County, Maryland. The said James F. Hupp has since died leaving Evelyn L. Hupp as Sole Owner by operation of law.

FOURTH PARCEL: ALL that certain piece or parcel of ground situated and lying on the West side of North Centre Street, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING at a point on the Westerly side of North Centre Street, distant South 40 degrees East 298.4 feet from the Southwest intersection of Market Street and North Centre Street, and running thence with said West side of North Centre Street, North 40 degrees West 21.75 feet to the division line between properties described in the first and second seconds of the deed from William A. Gunter, Assignee, to Frank M. Wilson, et al, dated May 3, 1939, and recorded in Liber 183, folio 499, one of the Land Records of Allegany County, thence with said division line, South 50 degrees West 89.9 feet to the corner of a frame addition to building on lot of second section of said deed, same point also being on the East wall of the Old Mill Race, thence with the frame building line of the property herein described and the line of the Old Mill Race Wall, South 40 degrees East 21.75 feet to the said frame building corner, thence with said building line, North 50 degrees East 89.9 feet to the beginning.

ALSO, all the right, title and interest of the said party of the first part in and to a certain piece or parcel of ground in the rear of the above described property, extending to a line in the middle of the Old Mill Race, which is more particularly described as follows, to-wit:

BEGINNING at the end of a second line of the before described property, and running thence South 50 degrees West about 15.8 feet to the third line of the Deed from Charles Z. Heskett, Assignee, to Bess Buchanan, et al., dated November 19, 1941, and recorded in Liber 192, folio 100, one of the Land Records of Allegany County, Maryland, thence with a part of said third line and the middle of said Mill Race, South 40 degrees East 21.75 feet, thence North 50 degrees East about 15.8 feet at the end of the third line of before described property, thence with said third line reversed, North 40 degrees West 21.75 feet to the beginning.

AND ESPECIALLY TOGETHER WITH a five-foot right of way or easement providing ingress and egress to the rear of the herein described property, as set forth in the Deed and Grant of Easement from Virginia King to Julia Ann Myerly, dated October 18, 1974, and recorded among the Land Records of Allegany County, Maryland, in Liber 475, folio 235.

IT BEING the same property which was conveyed unto the said James F. Hupp and Evelyn L. Hupp, his wife, by deed of Julia A. Myerly dated September 20, 1985 and recorded in Deed Book 552, page 596, among the Land Records of Allegany County, Maryland. The said James F. Hupp has since died leaving Evelyn L. Hupp as Sole Owner by operation of law.

Also being the same property described in the deed from Shirley J. McIntosh, Personal Representative of the Estate of Evelyn L. Hupp, to Jason Lee Wolford, dated February 24, 2011 and recorded among the Land Records of Allegany County, Maryland in Book 1764, Page 334.

BOOK 1815 PAGE 504

State of Maryland Land Instrument Intake Sheet

☐ **Baltimore City** ☑ **County:** Allegany

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

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

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

☐ Deed ☒ Deed of Trust	☐ Mortgage ☐ Lease	☐ Other _____ ☐ _____	☐ Other _____ ☐ _____

2 Conveyance Type Check Box

☐ Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$
Any New Mortgage	$ 98,000.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 75.00	$
Surcharge	$ 40.00	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

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

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
1465/132	005412/003959	1764/334			(5)

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

Location/Address of Property Being Conveyed (2)

164/166/168/170 N. Centre Street, Cumberland, MD 21502

Other Property Identifiers (if applicable) | **Water Meter Account No.**

Residential ☐ **or Non-Residential** ☐ | **Fee Simple** ☐ **or Ground Rent** ☐ **Amount:**

Partial Conveyance? ☐ **Yes** ☐ **No** | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Jason Lee Wolford	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Mayor and City Council of Cumberland	

New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

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

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Michael Scott Cohen

Firm Michael Scott Cohen, LLC

Address: 213 Washington Street, Cumberland, MD 21502

Phone: (301) 724-5200

☑ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

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

Assessment Information

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

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

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

Assessment Use Only – Do Not Write Below This Line

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

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

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Space Reserved for County Validation

Distribution: White – Clerk's Office; Pink – Office of Finance; AOC-CC 300 (4/05); Canary – SDAT; Goldenrod – Preparer

Item 15

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Allen Michael and Anna Rosalie Knippenberg unto H. Jack Price, Jr., trustee for the benefit of the Mayor and City Council of Cumberland, dated December 13, 2005 and recorded among the Land Records of Allegany County, Maryland in Book 1223, Page 297 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of December, 2016.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

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

_____
NOTARY PUBLIC

My Commission Expires:_____

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ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1223, p. 0297, MSA_CE78_864. Date available 01/12/2006. Printed 12/01/2016.

DEED OF TRUST

THIS DEED OF TRUST, is made this 13th day of December, 2005, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter referred to as "Lender"), and Allen Michael and Anna Rosalie Knippenberg (the "Borrower") and H. Jack Price, Jr. ("Trustee'). Principal Residence of Allen and Anna Knippenberg

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Mayor and City Council of Cumberland (the "Lender") in the principal sum of **Ten Thousand Dollars($10,000)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustees or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar ($1.00) in legal lender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustees, the survivor of them, and their respective successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, and more particularly described in Exhibit "A"

attached hereto as a part hereof.

TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed. therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the aforegoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1223, p. 0298, MSA_CE78_864. Date available 01/12/2006. Printed 12/01/2016.

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ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1223, p. 0299, MSA_CE78_864. Date available 01/12/2006. Printed 12/01/2016.

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other property and rights described above (all of which is hereinafter called the "Property") unto the Trustees, their successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustees for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustees or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustees, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"):

(a) The Repayment Agreement/Promissory Note;

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease,

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determine and become void, and upon proof given to the satisfaction of the Trustees that the indebtedness has been so paid or satisfied in full, the Trustees shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustees, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for itself, its heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustees and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. ***Title to Property.*** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustees and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. ***Payment of Debt.*** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

3. ***Taxes and Public Charges.*** Borrower will promptly pay and discharge all lawful taxes, water rents, assessments, public

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and other dues, charges and levies which are or may be imposed upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. ***Borrower Covenants.*** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. ***Liens.*** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust, without the prior written consent of the Lender.

6. ***Cross-Default.*** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this *Deed* of Trust.

7. ***Condition of Property.*** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. ***Protection of Lender and Trustees.*** Borrower will save Lender and Trustees harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing, motion, or application before any court or administrative body

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(except an action to foreclose or to collect the debt secured hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustees in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

9. ***Improvements.*** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. ***Eminent Domain.*** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. ***Hazardous Materials: Contamination***

(a) The Borrower represents and warrants to Lender that there are no materials presently located on the Project or any of the Properties which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that

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Borrower will not place or permit to be placed any such materials on the Project or any of the Properties. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on the Project of any of the Properties or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary finds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Project or any of the Properties as a result thereof; and may be established on the Project or any of the properties as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustees from any and all claims, costs, and expenses, which nay now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on the Project or any of the Properties or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and be a default under the Deed of Trust.

12. ***Advanced by Lender.*** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation so to do; and all sums so advanced or paid shall be at once

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repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the Property or of a substantial part of the property of Borrower; or (iii) approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and Borrower shall have failed to cure such default within fifteen

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(15) days after Lender sends such notice. Provided, however, that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Then in each and every such case, the Lender may, at its option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment, protest and demand, notice of protest, demand, dishonor and nonpayment,

Then in each and every such case, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Then in each and every such, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustees to sell and the Trustees may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustees may determine, at public auction at such time and place and after such public advertisement as the Trustees shall deem advantageous and proper and as required by law, at Lenders option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

Then in each and every such case, the Trustees may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclosure this Deed of Trust, or to sell, ss an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as

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applicable.

14. ***Application of Proceeds.*** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to the commission allowed Trustees for making sales of Property under decrees of the courts of the county having jurisdiction, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property: and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

15. ***Collection Expense.*** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustees, on demand, all reasonable costs, charges, fees, and disbursements of the Trustees chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of their powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. ***Lender's Expense in Defending Title.*** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust,

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all sums paid by Lender for the expense of any litigation to prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. ***No Waiver.*** Lender may at anytime extend the time for payment of the indebtedness hereby secured, or any pan thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

18. ***Remedies Cumulative.*** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. ***Non-liability of Trustees.*** The Trustees shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties

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purporting to sign the same. Trustees shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

20. ***No Conflict of Trustees.*** The Trustees may act hereunder and may sell and convey the Property as herein provided, although the Trustees have been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. ***Removal of Trustees.*** The irrevocable power is hereby expressly granted to remove the Trustees, or either of them hereunder and to appoint a successor or successors to either or both or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, notwithstanding the fact that the trust has been placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustees may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. ***Lender May Purchase.*** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. ***Notices.*** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, as follows:

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If to Borrower: 718 Maryland Avenue, Cumberland, MD

24. ***Partial Invalidity.*** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the

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Borrower that shall be required by the Lender or by any other federal agency.

26. **Binding Effect.** The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1223, p. 0310, MSA_CE78_864. Date available 01/12/2006. Printed 12/01/2016.

Attachment number 10 \nPage

IN WITNESS WHEREOF, the Borrower has caused the within Deed of Trust to be duly signed and sealed the day and year first above written.

WITNESS:

Rhonda A. DeVault

Rhonda A. DeVault

Anna Rosalie Knippenberg

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of December, 2005, before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany, personally appeared Allen Michael and Anna Rosalie Knippenberg known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and notarial seal.

Sharon S. Court
Notary Public

THP FD SURE $ 20.00
RECORDING FEE 20.00
TOTAL 40.00
Rect AL01 Rcpt # 47230
DL HLH Blk # 1869
Dec 28, 2005 02:03 PM

My Commission Expires: 03-01-2008

The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

H. Jack Price, Jr.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1223, p. 0311, MSA_CE78_864. Date available 01/12/2006. Printed 12/01/2016.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: Allegany

BOOK 1 2 2 3 PAGE 3 1 2

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

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

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (Check Box if addendum Intake Form is Attached.)

☒ Deed / Deed of Trust	☐ Mortgage / Lease	☐ Other	☐ Other

2 Conveyance Type Check Box

☐ Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	City of Cumberland
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$	Transfer Tax Consideration	$
Any New Mortgage	$	X ( ) % =	$ Attachment number 10 \nPage
Balance of Existing Mortgage	$	Less Exemption Amount –	$
Other:	$ 10,000.00	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value:	$	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$ 20.00	$	Agent:
Surcharge	$	$	Tax Bill:
State Recordation Tax	$	$	
State Transfer Tax	$	$	C.B. Credit:
County Transfer Tax	$	$	
Other	$	$	Ag. Tax/Other:
Other	$	$	

6 Description of Property

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

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
04	040325	614/ 722	109	2395	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
					2,465 SF

Location/Address of Property Being Conveyed (2)

718 Maryland Avenue, Cumberland, MD

Other Property Identifiers (if applicable) | **Water Meter Account No.** 250282002

Residential ✔ **or Non-Residential** | **Fee Simple or Ground Rent** | **Amount:**

Partial Conveyance? Yes No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

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

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)

New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

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

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Raquel Ketterman

Firm City of Cumberland

Address: 57 N. Liberty St./PO Box 1702, Cumberland, MD 21502

Phone: (301) 759-6437

☑ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

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

Assessment Information

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

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

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

Assessment Use Only – Do Not Write Below This Line

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

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

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Space Reserved for County Validation

Item # 15

Distribution: White – Clerk's Office; Pink – Office of Finance; AOC-CC 300 (4/05); Canary – SDAT; Goldenrod – Preparer

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DBK 1223, P 0312, MSA_CE78_864. Date available 01/12/2006. Printed 12/01/2016.

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made Sue Ann Smith unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated March 21, 2007 and recorded among the Land Records of Allegany County, Maryland in Book 1369, Page 113 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of December, 2016.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

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

_____
NOTARY PUBLIC

My Commission Expires:_____

DEED OF TRUST

THIS AGREEMENT, is made this 21st day of March, 2007, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (hereinafter referred to as "Lender"), and Sue Ann Smith (the "Borrower") and Michael Scott Cohen ("Trustee').

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Mayor and City Council of Cumberland (the "Lender") in the principal sum of **Five Thousand Four Hundred Dollars (5,400.00)** for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustee or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

Attachment number 12 \nPage

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar ($1.00) in legal lender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, and more particularly described in Exhibit "A" attached hereto as a part hereof.

TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which may arise or be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof.

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the aforegoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

ALLEGANY COUNTY CIRCUIT COURT (Land Records) DDL 1369, p. 0113, MSA_CE78_1010. Date available 04/04/2007. Printed 12/01/2016.

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Allegany County Human Resources Development Commission (HRDC) unto Michael Scott Cohen., trustee for the benefit of the Mayor and City Council of Cumberland, dated September 22, 2008 and recorded among the Land Records of Allegany County, Maryland in Book 1532, Page 229 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this ____ day of December, 2016.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND

_____ By:_____

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

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

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

_____
NOTARY PUBLIC

My Commission Expires:_____

Regular Council Agenda
December 20, 2016

Description

Order accepting the award of $50,000 in Community Enhancement Grant Funding from the Allegany County Commissioners for the Arch Street Redevelopment Site Project

Approval, Acceptance / Recommendation

See attachment

☐ 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:** __December 20, 2016__

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

THAT, the City Comptroller be and is hereby authorized to accept the award of Fifty Thousand Dollars ($50,000) in Community Enhancement Grant Funding from the Allegany County Commissioners for the Arch Street Redevelopment Site Project.

_____

Mayor Brian K. Grim

ALLEGANY COUNTY DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT

701 Kelly Road, Suite 400 • Cumberland, Maryland 21502

STAFF REPORT

TO: David A. Eberly, County Administrator

FROM: David Nedved, Economic and Community Development Representative

DATE: October 7, 2016

RE: Authorizing Community Enhancement Program Grant to City Of Cumberland for Arch Street Redevelopment Site Project

For the Agenda of: October 20, 2016

Background: The Allegany County Community Enhancement Program is designed to assist municipalities in addressing community development needs unique to their community. The program uses the Revolving Building Fund as its funding source. As such, economic development is a key element of this initiative. The purpose of the program is to provide grant funds to municipalities within Allegany County for the purposes of purchasing and demolishing blighted residential buildings and financing business building improvements, thus assisting in the elimination of blight.

The Cumberland Mayor and City Council respectfully requested consideration of funding from the Allegany County Community Enhancement Program to assemble a residential redevelopment site in the 300 block of Arch Street. The project involves the acquisition and demolition of four properties. Once the demolition work is completed, the site will be targeted for residential redevelopment by one of the City of Cumberland's housing partners.

Issues: As per the guidelines for the program adopted by the Board of County Commissioners, the Board of County Commissioners will formally approve any applications at a public meeting.

Phone: 301-777-5967 • www.alleganyworks.org • Fax: 301-777-2194

Financial Impact: The City of Cumberland is requesting $10,000 for acquisition and $40,000 for the demolition of the properties. This will be matched with $4,000 in cash and $32,000 in in-kind services. As per the approved guidelines for the Allegany County Community Enhancement Program, for any approved assistance, Allegany County will only reimburse funds spent and will not advance funds. The program uses The Revolving Building Fund as the source of funds.

Alternatives: N/A

Other Considerations: The applicant understands that funding is contingent on the Mayor and City Council acquiring full ownership prior to the commencement of demolition.

Conformity to Applicant's Policy: Under Section VII Housing of the City-Wide Element of the 2013 Comprehensive Plan, among the three goals for housing are to "work to eliminate blighted properties and encourage housing revitalization, rehabilitation, and redevelopment options" and "encourage infill housing development." Additionally, the plan recommends "In areas that are broadly compromised by unsafe dilapidated homes and blight, assemble contiguous lots into tracts that are more easily developable under current zoning standards and pursue infill redevelopment and revitalization."

Recommendation: The recommendation is that the Board approve giving the City of Cumberland $50,000 from the Allegany County Community Enhancement Program for acquisition and the demolition for four properties in the 300 block of Arch Street.

DKN:kam
cc: Matthew W. Diaz
Jason M. Bennett

Allegany County Community Enhancement Program Application

Applicant: Mayor and City Council of Cumberland
Contact person: Kathy McKenney, Historic Planner/Preservation Coordinator
Department of Community Development
57 North Liberty Street
Cumberland, MD 21502
301-759-6431
Kathy.mckenney@cumberlandmd.gov

Project Title

Arch Street Redevelopment Site Project

Project Request

The Cumberland Mayor and City Council respectfully requests consideration of funding from the Allegany County Community Enhancement Program to assemble a residential redevelopment site in the 300 block of Arch Street. The project involves the acquisition and demolition of four properties. Once the demolition work is completed, the site will be targeted for residential redevelopment by one of the City of Cumberland's housing partners. The City of Cumberland is requesting $10,000 for acquisition and $40,000 for the demolition of the targeted properties. The City of Cumberland will work with area partners to redevelop the site for infill residential housing.

Consistency with Comprehensive Plan

Under Section VII Housing of the City-Wide Element of the 2013 Comprehensive Plan, among the three goals for housing are to "work to eliminate blighted properties and encourage housing revitalization, rehabilitation, and redevelopment options" and "encourage infill housing development." (page 105) Additionally, the plan recommends "In areas that are broadly compromised by unsafe dilapidated homes and blight, assemble contiguous lots into tracts that are more easily developable under current zoning standards and pursue infill redevelopment and revitalization." (page 109)

Budget

Expense Item (Description)	Grant Funds Requested	Cash Match	In Kind Match	Total
Acquisition 301-303 Arch Street			11,000.00	$11,000.00
Demolition 301-303 Arch Street	$15,000.00			$15,000.00
Acquisition 305 Arch Street			21,000.00	$21,000.00
Demolition 305 Arch Street	$10,000.00			$10,000.00
Acquisition 307 Arch Street	$5,000.00	2,000.00		$7,000.00
Acquisition 309 Arch Street	$5,000.00	2,000.00		$7,000.00
Demolition 307-309 Arch Street	$15,000.00			$15,000.00
TOTALS	**$50,000.00**	**$4,000.00**	**$32,000.00**	**$86,000.00**

Project Map

Site Control

The properties are in various stages of site control. Ultimately, all properties are to be owned by the Mayor and City Council prior to the commencement of demolition. Tax sale foreclosure is currently in process for 301-303 Arch Street. The City of Cumberland holds the tax certificates for these structures. The foreclosure process should be completed by the middle of December. The owner of 305 Arch Street has offered to donate the structure to the City of Cumberland. City staff is currently working with the owner's legal representative for the transfer of this property. This is also expected to transfer before the end of 2016. The City of Cumberland has made an offer based on the assessed value of the structure to the owners of 307-309 Arch Street. The owners have accepted this offer.

Photos

301-303 Arch Street

305 Arch Street

307-309 Arch Street

M O T I O N

By motion duly carried of the Board of County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Action Agenda for the October 20, 2016, public meeting:

> Approve giving the City of Cumberland $50,000 from the Allegany County Community Enhancement Program for acquisition and the demolition for four properties in the 300 block of Arch Street. The program uses the Revolving Building Fund as the source of funds.

VOTE: JCS GVB JWRV

Board of County Commissioners of Allegany County, Maryland

C E R T I F I C A T I O N

I, David A. Eberly, County Administrator of Allegany County, Maryland, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on the 20th day of October 2016.

By: _____
David A. Eberly, County Administrator

S E A L

CITY OF CUMBERLAND

GRANT INFORMATION SUMMARY

NOTE:Grantor is asked to complete shaded area below and return to City Contact below.

FUNDING SOURCE: (Please Circle One)	Federal Federal Passthrough State (Local)
NAME OF FEDERAL / STATE/LOCAL AGENCY: (Funding Origin)	Allegany County Commissioners
CFDA# : (If Federal or Federal Passthrough Funding Source)	N/A
GRANTOR CONTACT INFORMATION:	
Name:	David Nedved
Address:	Allegany County Economic/Community Development
	701 Kelly Road Suite 400
	Cumberland, MD 21502
Telephone:	301-777-5967
Fax:	301-777-2194
Email Address:	dnedved@alleganygov.org

CITY CONTACT INFORMATION:

Name:	Kathy McKenney
Dept:	Community Development
Telephone:	301-759-6431
Address:	57 N. Liberty Street, Cumberland, MD 21502

Regular Council Agenda
December 20, 2016

Description

Order authorizing execution of a Second Amendment to the collective bargaining agreement with the UFCW Local 1994 MCGEO entered into on or about August 18, 2015 for the period of 7/1/15 through 6/30/18

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _____ **DATE:** __December 20, 2016__

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

THAT, the Mayor be and is hereby authorized to execute a Second 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 applicable to the collective bargaining agreement originally adopted on or about August 18, 2015 for the period July 1, 2015 through June 30, 2018.

_____

Mayor Brian K. Grim

SECOND AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

THIS SECOND AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT ("Second Amendment") is made and executed this 20th day of December, 2016, 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");

WHEREAS, the Agreement was amended pursuant to the terms of an Amendment to Collective Bargaining Agreement dated September 1, 2015 (the "First Amendment"); and

WHEREAS, the parties have again 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. **Section 10.3(b).** Section 10.3(b) of the Agreement, as amended by the First Amendment, is modified to read as follows:

   (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. For FY2017, they shall receive a two percent (2%) cost of living adjustment (i.e., a 2% increase in the annual salaries set forth in Appendix I of this Agreement) and shall be paid at those rates effective July 1, 2016. For FY2018, they shall receive another two percent (2%) cost of living adjustment which will become effective on July 1, 2017.

2.2. **Section 10.3(c).** Section 10.3(c) of the Agreement is deleted in its entirety.

2.3. **Article 38/Section 38.1.** Article 38/Section 38.1 of the Agreement is deleted in its entirety.

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

4. **Limited Modification.** Except as specifically modified by this Second Amendment, all terms and conditions of the Agreement, as modified by the First Amendment, 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 Second 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 Second Amendment and this Second 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 Second 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 Second Amendment have been inserted only for the purposes of convenience. Such captions are not a part of this Second Amendment and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Second Amendment.

5.4. **Construction of Second Amendment.** This Second 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 Second 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 Second 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 Second 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

16 DEC 2016

By: 12/16/16
Gino Renne, President

Regular Council Agenda
December 20, 2016

Description

Order authorizing the award of $100,000 in Community Legacy Funds through the Leasehold Improvement Program to seven projects located in the Central Business District: 56 N. Centre Street - $20,000, 129 Baltimore St. - $20,000, 45 N. Centre St. - $20,000, 2 Howard St. - $15,004, 40/42/48 N. Centre St. - $10,000, 114 S. Centre St. - $9,869, 68 Pershing St. - $5,127

Approval, Acceptance / Recommendation

See attachment.

☐ 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:** __December 20, 2016__

_

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

THAT, the following projects be and are hereby awarded a total of One Hundred Thousand Dollars ($100,000) in Community Legacy Funding through the Central Business District Leasehold Improvement Program:

Project	Location	Amount of Award
Toil and Trouble, LLC	56 N. Centre St.	$ 20,000
Josh Horevay	129 Baltimore St.	20,000
Daniel Rhee / Seoul House LLC	45 N. Centre St.	20,000
Footer Building Development LLC	2 Howard St.	15,004
ACRE Coworking	40/42/48 N. Centre St.	10,000
Coaches Entertainment Ent. LLC	114 S. Centre St.	9,869
CG Enterprises LLC	68 Pershing St.	5,127
Total		$ 100,000

_____

Mayor Brian K. Grim

CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION TOGETHER WITH THE DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND COUNCIL

JEFF RHODES; MARGIE WOODRING

FROM: TABITHA BARBARITO

SUBJECT: LEASEHOLD IMPROVEMENT GRANT PROGRAM RECOMMENDATION

DATE: 12/13/16

CC: KATHY MCKENNEY; JENNIFER LIGHT

On October 28, 2016, the Cumberland Economic Development Corporation together with the Department of Community Development and a committee of 6 received a total of 9 applications for the Central Business District Leasehold Improvement Program. The Leasehold Improvement program is funded by the State of Maryland's Community Legacy with an available $100,000 in funding to be awarded as a reimbursement upon completion of proposed awarded project. Applicants were required to have an active lease with a property located within the Central Business District, their request could not exceed $20,000, and they were required to demonstrate how these funds, if awarded, would be implemented in order to expand a current business or bring a new business to the central business district. Special consideration was given to projects which would expand or bring in a retail or restaurant entity.

Following receipt of the completed applications, the review committee evaluated each application and also performed site visits. In addition to myself, Kathy McKenney, and Jennifer Light, the review committee consisted of Mark Malec of the Small Business Development Center, Ed Huber a local accountant and member of the DDC, and Dave Cotton of ARC and MDP. At this time, the review committee has recommended funding for the following projects at the listed amounts:

1.	Toil and Trouble LLC	56 N Centre St.	$20,000
2.	Josh Horevay	129 Baltimore St.	$20,000
3.	Daniel Rhee/Seoul House LLC	45 N Centre St.	$20,000
4.	Footer Building Development LLC	2 Howard St.	$15,004
5.	ACRE Coworking	40/42/48 N Centre St.	$10,000
6.	Coaches Entertainment Enterprises LLC	114 S Centre St.	$ 9,869
7.	CG Enterprises LLC	68 Pershing St.	$ 5,127
		Total	**$100,000**

***Please note: Two of the original applicants were not considered in the final committee review process. One applicant withdrew their application due to irreconcilable differences with the property owner at their chosen location, an additional applicant did not have the necessary architectural renderings to prove that the space was viable for the proposed renovations.

It is our hope to see the final recommendation announced at the Mayor and Council meeting December 20th 2016.

Thank you for your consideration in this recommendation.

Regular Council Agenda
December 20, 2016

Description

Letter and report from the City Clerk advising that the Maryland State Board of Elections has provided State Certification of the Cumberland Municipal General Election held November 8, 2016 and David J. Caporale and Eugene T. Frazier, having received the two highest vote counts, are nominated to the office of the Cumberland City Council for 4- year terms each, said terms ending January, 2021

Approval, Acceptance / Recommendation

☐ Budgeted

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

Value of Award (if applicable)

Source of Funding (if applicable)

CITY OF CUMBERLAND MARYLAND

December 16, 2016

Mayor and City Council
City Hall
Cumberland, MD 21502

Dear Mayor and Council Members,

In compliance with Section 10(h)(4) of the City Charter, attached are the results of the Cumberland Municipal General Election held November 8, 2016.

Sincerely,

Marjorie A. Woodring
City Clerk

MAYOR
BRIAN K. GRIM

COUNCIL
NICOLE ALT-MYERS
SETH D. BERNARD
DAVID J. CAPORALE
RICHARD J. CIONI, JR.

CITY ADMINISTRATOR
JEFFREY D. RHODES

CITY SOLICITOR
MICHAEL SCOTT COHEN

CITY CLERK
MARJORIE A. WOODRING

MEMBER MARYLAND MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

GENERAL ELECTION RETURNS

RETURN OF BOARD OF CANVASSERS
FOR THE CITY OF CUMBERLAND, MARYLAND

GENERAL ELECTION FOR CUMBERLAND HELD NOVEMBER 8, 2016

FOR COUNCIL

I HEREBY CERTIFY, that having assembled with the Allegany County Elections Board in the office of Diane Loibel, Allegany County Elections Administrator, at 10:00 a.m. on November 10, 16, and 18, 2016, I or a representative of the City Clerk's Office did witness the opening and canvassing of the reports and ballots delivered or transmitted to the Allegany County Board of Elections for the 2016 General Election of the City of Cumberland.

The Allegany County Board of Elections, upon being duly organized, did receive the count of votes at each precinct of all the original reports and ballots delivered or transmitted to them of the votes cast during early voting and at the General Election held on Tuesday, November 8, 2016. The Allegany County Board of Elections did also witness and receipt the count of votes from each precinct of all original reports and ballots for absentee and provisional ballots on Thursday, November 10, 2016, Wednesday, November 16, 2016, and Friday, November 18, 2016 for said City of Cumberland Wards and Precincts, and did certify the election results on Friday, November 14, 2016, which were reported to the Maryland State Board of Elections. The Maryland State Board of Elections did also meet on Tuesday, December 13, 2016, to provide State Certification of all elections and did on that date certify and state that the whole number of votes cast in the City of Cumberland for the office of Councilman were as follows:

COUNCILMAN:

(Votes received)

David J. Caporale, 815 Elmwood Lane ..... 4,787 votes

Eugene T. Frazier, 1302 Lafayette Avenue ..... 2,530 votes

Joshua Greise, 436 Goethe Street	933 votes
John J. Sangiovanni, 738 Hunt Terrace	2,389 votes
Bon Wolters, 400 Washington Street	2,049 votes
TOTAL	**12,688 votes**

ACCORDINGLY, it is declared that

DAVID J. CAPORALE

and

EUGENE T. FRAZIER

having received the two (2) highest number of votes for the office of **COUNCILMAN**, are hereby declared nominated to the office of Cumberland City Council for 4-year terms each, said terms ending January, 2021.

CITY CLERK

CITY OF CUMBERLAND, MD

Marjorie A. Woodring