



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

Richard J. "Rock" Cioni

CITY CLERK

Marjorie A. Woodring

AGENDA

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

DATE 10/4/2016

***Pledge of Allegiance**

I. ROLL CALL

II. PROCLAMATIONS

(A) Proclaiming October 9 - 15 as Fire Prevention Week in the City of Cumberland

(B) Proclaiming November 6, 2016 as "Maryland Emancipation Day" in the City of Cumberland

III. CERTIFICATES, AWARDS AND PRESENTATIONS

(A) Update on 2016 summer construction projects from John DiFonzo, City Engineer

IV. DIRECTOR'S REPORT

(A) Public Works

1. Utilities Division and Central Services Monthly Report for August, 2016

V. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the Closed Session Minutes for August 16 and 26, 2016

VI. NEW BUSINESS

(A) Ordinances

1. Ordinance (*1st reading*) - authorizing closure of a portion of South Spruce Place located between Greene Street and Paca Street at the request of Sheetz, Inc., and authorizing execution of deeds conveying portions of the closed right of way to the Housing Authority of the City of Cumberland, Potomac Federal Credit Union, R.J. Sepco, Inc., and Valley Fox, Inc.

2. Ordinance (*1st reading*) - authorizing the execution of a deed to convey to the MD State Highway Administration .49 of a mile +/- and appurtenances known as U.S. Route 220 - McMullen Highway located at the southwestern corporate limits of the city

(B) Resolutions

1. Resolution granting the Western Maryland Scenic Railroad Development Corporation, Inc. a property tax credit for the 2016/2017 tax year, as authorized by provisions of the Annotated Code of Maryland

(C) Orders (Consent Agenda)

1. Order authorizing the execution of a Certificate of Satisfaction made by Crable and Nellie Shryock pertaining to a CDBG Housing Rehabilitation Loan for 1114 Kentucky Avenue, acknowledging that the loan has been satisfied and that the lien is released
2. Order authorizing the abatement of taxes and utilities at City-owned properties: 461 Goethe St., 610 Maryland Ave., 532 N. Centre St., 32 Industrial Blvd., 8 Virginia Ave., 408 N. Broadway St., 410 Waverly Terrace, 500 Kingsley Ave., 508 Park St., 210 Cecelia St.
3. Order accepting the bid of First Fruits Excavating, Inc. for negotiated conduit work associated with the "Washington Street Lighting Improvements Project - Phase I" in the lump sum amount not to exceed \$225,500, and rejecting all other bids
4. Order authorizing the execution of a Parking Lease with the State of MD for the MD Department of Education, Division of Rehabilitation Services, for the use of 4 parking spaces in the George Street Garage at the cost of \$2,640 annually, with a 3-year term and the option to renew for one additional 3-year term upon mutual consent
5. Order authorizing the execution of an Art Easement Agreement with CSB, LLC for the placement of artwork on 157 Baltimore Street for a period of 5 years, with automatic renewals of 5 years unless terminated by the provisions of the Agreement
6. Order accepting the bid of Duncan Tree Care for the Fall 2016 Tree Removal Project (15-16-M) in the estimated unit price of \$16,100 and rejecting all other bids
7. Order extending the sole source proposal of Queen City Business Systems to provide maintenance for 14 Minolta copiers for an additional six (6) months at the cost of \$14,190

VII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VIII. ADJOURNMENT



Regular Council Agenda
October 4, 2016

Description

Proclaiming October 9 - 15 as Fire Prevention Week in the City of Cumberland

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland
- MARYLAND -

Proclamation

- WHEREAS,** *The Mayor and City Council of Cumberland is committed to ensuring the safety and security of all those living, working, and visiting our city; and*
- WHEREAS,** *The City of Cumberland Fire Department responded to 1,322 fire alarms in 2015 and provides protection to the citizens of Cumberland twenty-four hours a day, seven days a week; and*
- WHEREAS,** *Homes are the locations where people are at greatest risk from fire, and working smoke alarms cut the chance of dying in a reported fire in half; and*
- WHEREAS,** *All smoke alarms should be replaced at least once every 10 years; and*
- WHEREAS,** *The age of the smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm; and*
- WHEREAS,** *The Cumberland Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and*
- WHEREAS,** *The 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate us that we need working smoke alarms to give us time to get out safely.*

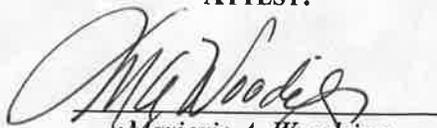
Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim the week of October 9 - 15, 2016 as

“Fire Prevention Week”

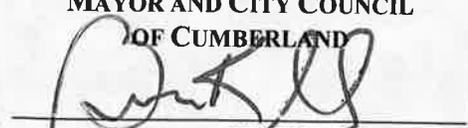
and urge the citizens of Cumberland to install smoke alarms in every bedroom, on every level of the home, including the basement, and to support the many public safety activities and efforts of the Cumberland Fire Department.

*Given under our Hands and Seals this 4th Day of October, in the Year 2016,
with the Corporate Seal of the City of Cumberland Hereto
Attached, Duly Attested by the City Clerk.*

ATTEST:


Marjorie A. Woodring
City Clerk

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**


Brian K. Grimm
Mayor

Item # 1



Regular Council Agenda
October 4, 2016

Description

Proclaiming November 6, 2016 as "Maryland Emancipation Day" in the City of Cumberland

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



City of Cumberland
- MARYLAND -

Proclamation

- WHEREAS,** *The Emancipation Proclamation of January 1, 1863 only freed slaves in states of rebellion, of which Maryland was not one during the Civil War due to it being a Union State in which slavery was legal; and*
- WHEREAS,** *The political powers of Maryland at that time would decide to end slavery in 1864 when the State drew up a new constitution; and*
- WHEREAS,** *One hundred fifty-two years ago on November 1, 1864, the Maryland State Legislature adopted a new state constitution which emancipated Maryland's slaves, and was formally commemorated as Maryland Emancipation Day in 1865 in the City of Frederick; and*
- WHEREAS,** *Maryland Emancipation Day was a momentous event which marked Maryland as the first slave state to voluntarily free its enslaved people by popular vote; and*
- WHEREAS,** *Today there are many celebrations across the state to commemorate Maryland Emancipation Day, and to reflect upon this important time in American history.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim November 6, 2016 in the City of Cumberland to be

“Maryland Emancipation Day”

and urge the citizens of Cumberland to recognize and take part in the special interactive experience, “Samuel Denson’s Last Run” and celebration of the 152nd Anniversary of Maryland Emancipation Day on Sunday, November 6, 2016 at 7:00 PM, hosted by the Allegany College of Maryland’s NAACP Club, Frostburg State University’s African-American Studies, the Emmanuel Episcopal Church, the Jane Gates Heritage House, and many others.

Given under our Hands and Seals this 4th day of November, in the Year 2016,
with the Corporate Seal of the City of Cumberland hereto attached,
duly Attested by the City Clerk.

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor



Regular Council Agenda
October 4, 2016

Description

Update on 2016 summer construction projects from John DiFonzo, City Engineer

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
October 4, 2016

Description

Utilities Division and Central Services Monthly Report for August, 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
August 2016

Sewer & Flood Monthly Report - August 2016

Sewer

5,446	Ft. Sewer Mains flushed
1	Service Line Repaired: 541 Henderson Avenue
6	Catch basins cleaned
6	Catch basins repaired: Franklin St. and Mechanic St. (3 basins repaired), 529 Fayette St., 804 Greene St., 59 Frederick St.
255	Ft. Sewer Mains Televised
256	Ft. Sewer Lines televised
4	Overflows checked

General Maintenance

Flood

Test run station pumps

Checked at C.S.O.'s

Seepage control boxes

Worked on bypass gate at Viaduct Station

Mowed thirty (30) acres

Pulled vines and trimmed trees off flood walls

General Maintenance

Central Services – Aug 2016

- **City Hall**: Installed A/C compressors; repaired handicapped/disabled door opener.
- **Public Safety Building**: Replaced switch in closet; repaired door # 6.
- **Munc. Service Center**: Cleaned mess after wet ceiling tile fell (ductwork was sweating); moved desk from HRDC to MSC; inspected flu caps; took exhaust fan apart in Flood Control Department, cleaned fan, tweaked wiring; removed refrigerant from 2nd stage chiller, insulated pipes at Water Department do to condensation and changed filters.
- **Cumberland Arms**: Test CAT5 cable on roof.
- **Downtown area**: Ran conduit on CBIZ building for new sign lights; replaced socket on flag light at Centre Street playground; repaired light at downtown parklet.
- **Constitution Park**: Installed new dusk-to-dawn lights at pool. Cut down tree and removed branches from secondary power lines, and hauled to landfill.
- **Mill Race**: Installed PLC at Mill Race CSO.
- **Evitts Creek**: Replaced backboard for Evitts Creek CSO; rebooted SCADA; assisted System Integrations (Dave Denny) with new SCADA at Evitts and North End Pump Station.
- **Smouse Mill Pump Station**: Wired drives and motor and cut vents into VFD box and installed PID.
- **Viaduct Pump Station**: Checked bypass gate motor for over-heating.
- **Wastewater Treatment Plant**: Disconnected power for blower motor #1; installed new PLC for CSO's; replaced bad LED's in ENR building; repaired A/C for blower building and cleaned filter screen out; filled batteries at 4160 switchgear; changed out processors at CSO.

- **Water Filtration Plant:** Downloaded software for VFD drive; made adjustments to domestic water pump; removed and installed compressors on system #2; started this and found bad HPCO transducer, ordered new one.
- **Traffic and Street Lights:** Located street lights that were reported out.
- Load tested generators.
- Arranged cabinet at Central Services new shop.



Regular Council Agenda
October 4, 2016

Description

Approval of the Closed Session Minutes for August 16 and 26, 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, August 16, 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: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss personnel issues and union negotiations pursuant to the provision of the Annotated Code of Maryland, State Government Article, Section 10-508 (1) and (9) was made by Councilman Bernard, seconded by Councilman Caporale, and was carried on a vote of 5-0.

AUTHORITY TO CLOSE SESSION:

Annotated Code of Maryland, State Government

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

TOPICS: Personnel issues, union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor: _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

Second Floor Conference Room

Tuesday, August 26, 2016

8:00 a.m.

The meeting convened at 8:05 a.m.

PRESENT: Brian K. Grim, President; Council Members David Caporale, and Richard J. "Rock" Cioni

ABSENT: Council Members Nicole Alt-Myers and Seth Bernard

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Charles Hinnant, Chief of Police; Marjorie Woodring, City Clerk; and Jason Garber, representative of Moore & Jackson, LLC, via conference phone

MOTION: Motion to enter into closed session to consult with the City Solicitor regarding a legal matter pursuant to the provision of the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (7) was made by Councilman Caporale, seconded by Councilman Cioni, and was carried on a vote of 3-0.

AUTHORITY TO CLOSE SESSION:

Annotated Code of Maryland, State Government

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

TOPICS: Legal matter

Minutes approved on: _____

Brian K. Grim, Mayor: _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
October 4, 2016

Description

Ordinance (*1st reading*) - authorizing closure of a portion of South Spruce Place located between Greene Street and Paca Street at the request of Sheetz, Inc., and authorizing execution of deeds conveying portions of the closed right of way to the Housing Authority of the City of Cumberland, Potomac Federal Credit Union, R.J. Sepco, Inc., and Valley Fox, Inc.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF THE PORTION OF AN ALLEY, SOUTH SPRUCE PLACE, LOCATED BETWEEN GREENE STREET AND PACA STREET, SAID PORTION OF SPRUCE PLACE BEING CLOSED LYING BETWEEN THE LANDS OWNED BY R.J. SEPCO, INC. (AS DESCRIBED IN THE DEED RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN DEED LIBER 559, FOLIO 535) ON THE WEST SIDE OF THE NORTHERN PORTION OF THE ALLEY BEING CLOSED, VALLEY FOX, INC. (AS DESCRIBED IN THE DEED RECORDED AMONG THE SAID LAND RECORDS IN DEED LIBER 609, FOLIO 809) ON THE EAST SIDE OF THE NORTHERN PORTION OF THE ALLEY BEING CLOSED, THE HOUSING AUTHORITY OF THE CITY OF CUMBERLAND, MARYLAND (AS DESCRIBED IN THE DEED RECORDED AMONG THE SAID LAND RECORDS IN DEED LIBER 442, FOLIO 132) ON THE WEST SIDE OF THE SOUTHERN PORTION OF THE ALLEY BEING CLOSED, AND CCSAC FEDERAL CREDIT UNION, NOW KNOWN AS POTOMAC FEDERAL CREDIT UNION, (AS DESCRIBED IN THE DEED RECORDED AMONG THE SAID LAND RECORDS IN DEED LIBER 615, FOLIO 128) ON THE EAST SIDE OF THE SOUTHERN PORTION OF THE ALLEY BEING CLOSED, THE PORTION OF THE ALLEY BEING CLOSED BEING SHOWN ON THE PLAT OF THE ORIGINAL TOWN LOTS OF THE CITY OF CUMBERLAND, THE PORTION OF SAID ALLEY BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND."

WHEREAS, the Mayor and City Council of Cumberland received a petition from Sheetz, Inc. dated May 20, 2015 requesting the closure of the portion of the alley generally described in the titling of this Ordinance;

WHEREAS, the City Clerk served a personal notice in writing upon each property owner to be affected by the passage of the proposed Ordinance more than ten (10) days before October 18, 2016;

WHEREAS, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the aforesaid portion of the aforesaid alley be closed; and

WHEREAS, as provided for in Section 127A of the Charter, upon the closure of the portion of South Spruce Place which is the subject of this Ordinance, title to the same shall vest in the entities owning the property on each side thereof in equal proportions according to the length or breadth of such land as the same may border thereon as provided for hereinafter.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:

SECTION 1: The portion of South Spruce Place described in the metes and bounds descriptions attached hereto as Exhibits A, B, C and D and depicted as Parcels A, B, C and D in the plat attached hereto as Exhibit E is closed. The said closure is not subject to the reservation of any easements in favor of the Mayor and City Council of Cumberland or public utility companies.

SECTION 2: The said Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along said alley, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the alley the whole or any part of the expense which shall be incurred in closing the same.

SECTION 3: The City Administrator or his designee shall, within fifteen (15) days of the passage of this Ordinance, submit a report to the City Clerk setting forth his findings regarding what amount of damages shall have been caused by the aforesaid alley closure, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's/designee' report and shall make determinations regarding the subject matter of the said report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

SECTION 4: Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the aforereferenced report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

SECTION 5: The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within fifteen (15) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor

and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid fifteen (15) day period.

SECTION 6: Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable and upon the recordation of agreements for the relocation of rights of way for Columbia Gas of Maryland, Inc., Verizon and Atlantic Broadband in the Land Records of Allegany County, Maryland or the execution of such documents as will reasonably be expected to obligate the applicable parties to execute and record such agreements, the said alley particularly described in Section 1 hereof shall be closed and the Mayor shall be empowered to execute deeds effecting the following conveyances:

- (a) The property described in Exhibit A to the Housing Authority of the City of Cumberland, Maryland;
- (b) The property described in Exhibit B to Potomac Federal Credit Union, formerly known as CCSAC Federal Credit Union;
- (c) The property described in Exhibit C to R.J. Sepco, Inc.; and
- (d) The property described in Exhibit D to Valley Fox, Inc.

SECTION 7: This Ordinance shall take effect from the date of its passage.

Passed, the ____ day of _____, 2016.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

1st reading:

2nd reading:

3rd reading:

Passed on a vote of:

EXHIBIT A

Description for Parcel A, the southwestern portion of the right of way of a public alley known as South Spruce Place, to be conveyed by the City of Cumberland to the Housing Authority of the City of Cumberland, Maryland.

Situate along the north side of Paca Street approximately 200 eastward from its intersection with South Lee Street in Election District No. 6, City of Cumberland, Allegany County, Maryland and being more particularly described in accordance with a survey by Frederick, Seibert and Associates, Inc. dated April 8, 2014 as follows:

Beginning at a point at the intersection of the northern right of way of Paca Street and the western right of way of South Spruce Place, thence leaving Paca Street and running with the western right of way of South Spruce Place and along lands now or formerly of the Housing Authority of the City of Cumberland (Liber 442, folio 132) with bearings to match Maryland Grid North NAD 83 N08°45'22"E 168.00 feet to a point, thence by two new lines of division now made S81°34'18"E 8.25 feet to a point in the centerline of South Spruce Place, thence with said centerline S08°45'22"W 168.00 feet to a point on the northern right of way of Paca Street, thence with said right of way N81°34'18"W 8.25 feet to the place of beginning;

Containing 1,386 square feet or 0.0318 acres of land more or less;

Said lands being further shown and defined as Parcel A on a plat titled "Right of Way Abandonment Plat for South Spruce Place", a copy of which is attached hereto. Said lands are conveyed subject to and together with the conditions and restrictions shown thereon as well as to any and all other easements or rights of way of record and applicable thereto.

EXHIBIT B

Description for Parcel B, the southeastern portion of the right of way of a public alley known as South Spruce Place, to be conveyed by the City of Cumberland to Potomac Federal Credit Union, formerly known as CCSAC Federal Credit Union.

Situate along the north side of Paca Street approximately 220 eastward from its intersection with South Lee Street in Election District No. 6, City of Cumberland, Allegany County, Maryland and being more particularly described in accordance with a survey by Frederick, Seibert and Associates, Inc. dated April 8, 2014 as follows:

Beginning at a point at the intersection of the northern right of way of Paca Street and the eastern right of way of South Spruce Place, thence running with said right of way of Paca Street with bearings to match Maryland Grid North NAD 83 N81°34'18"W 8.25 feet to a point in the centerline of South Spruce Place, thence with said centerline with two new line of division now made N08°45'22"E 175.04 feet to a point, thence S81°42'30"E 8.25 feet to a point on the eastern right of way of South Spruce Place, thence with said right of way and along lands now or formerly of CCSAC Federal Credit Union "Potomac Federal Credit Union" (Liber 615, folio 128) S08°45'22"W 175.06 feet to the place of beginning;

Containing 1,444 square feet or 0.0331 acres of land more or less;

Said lands being further shown and defined as Parcel B on a plat titled "Right of Way Abandonment Plat for South Spruce Place", a copy of which is attached hereto. Said lands are conveyed subject to and together with the conditions and restrictions shown thereon as well as to any and all other easements or rights of way of record and applicable thereto.

EXHIBIT C

Description for Parcel C, the northwestern portion of the right of way of a public alley known as South Spruce Place, to be conveyed by the City of Cumberland to R.J. Sepco, Inc.

Situate along the south side of Greene Street approximately 200 eastward from its intersection with South Lee Street in Election District No. 6, City of Cumberland, Allegany County, Maryland and being more particularly described in accordance with a survey by Frederick, Seibert and Associates, Inc. dated April 8, 2014 as follows:

Beginning at a point at the intersection of the southern right of way of Greene Street and the western right of way of South Spruce Place, thence running with said right of way of Greene Street with bearing to match Maryland Grid North NAD 83 S81°36'04"E 8.25 feet to a point in the centerline of South Spruce Place, thence with said centerline with two new line of division now made S08°45'22"W 177.86 feet to a point, thence N81°34'18"W 8.25 feet to a point on the western right of way of South Spruce Place, thence with said right of way and along lands now or formerly of R.J. Sepco, Inc. (Liber 559, folio 535) N08°45'22"E 177.86 feet to the place of beginning;

Containing 1,467 square feet or 0.0337 acres of land more or less;

Said lands being further shown and defined as Parcel C on a plat titled "Right of Way Abandonment Plat for South Spruce Place", a copy of which is attached hereto. Said lands are conveyed subject to and together with the conditions and restrictions shown thereon as well as to any and all other easements or rights of way of record and applicable thereto.

EXHIBIT D

Description for Parcel D, the northeastern portion of the right of way of a public alley known as South Spruce Place, to be conveyed by the City of Cumberland to Valley Fox, Inc.

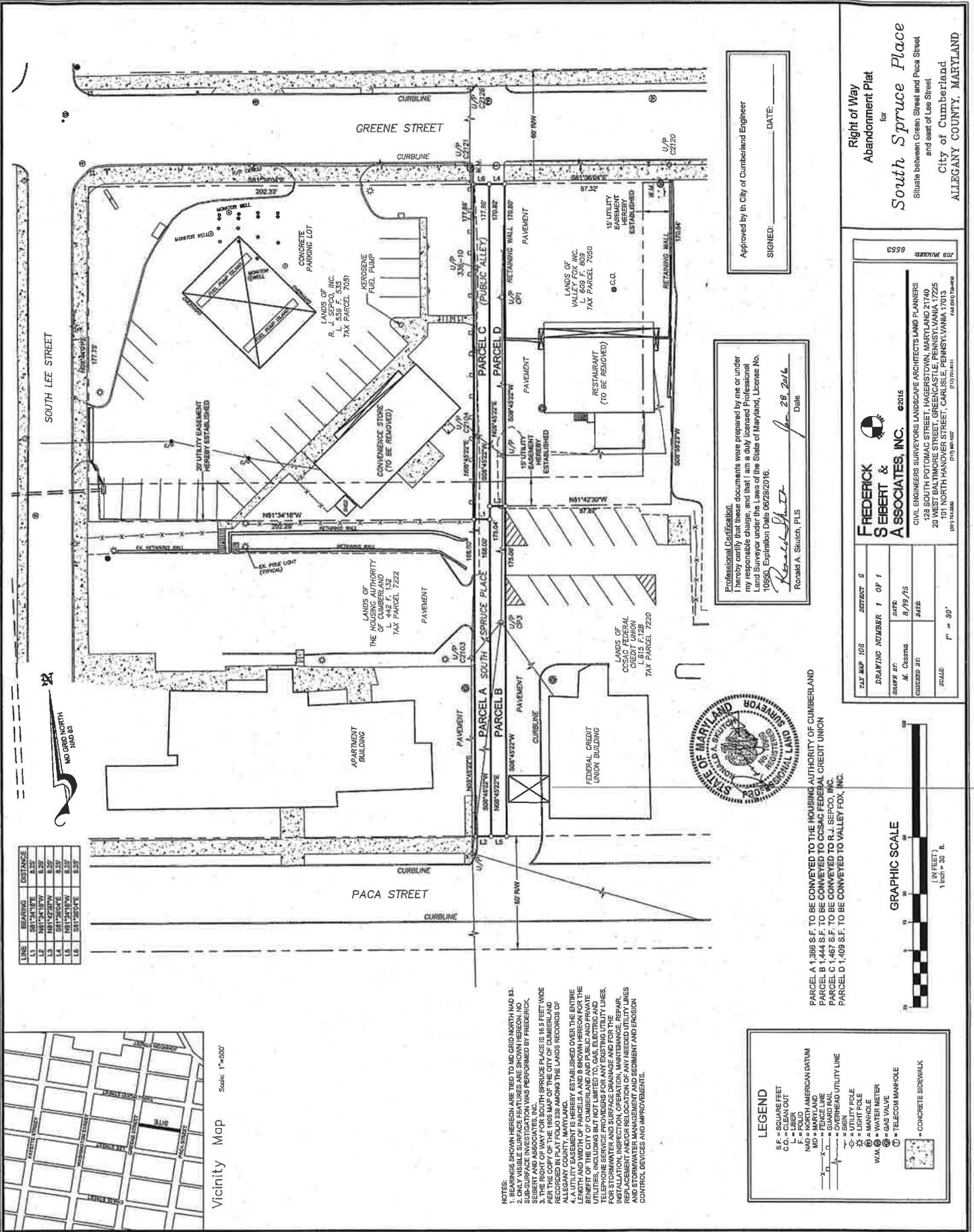
Situate along the south side of Greene Street approximately 220 eastward from its intersection with South Lee Street in Election District No. 6, City of Cumberland, Allegany County, Maryland and being more particularly described in accordance with a survey by Frederick, Seibert and Associates, Inc. dated April 8, 2014 as follows:

Beginning at a point at the intersection of the southern right of way of Greene Street and the eastern right of way of South Spruce Place, thence running with said eastern right of way and along lands now or formerly of Valley Fox, Inc. (Liber 609, folio 809) with bearings to match Maryland Grid North NAD 83 S08°45'22"W 170.80 feet to a point, thence leaving said right of way with two new lines of division now made N81°42'30"W 8.25 feet to a point in the centerline of South Spruce Place, thence with said centerline N08°45'22"E 170.82 feet to a point on the southern right of way of Greene Street, thence with said right of way S81°36'04"E 8.25 feet to the place of beginning;

Containing 1,409 square feet or 0.0323 acres of land more or less;

Said lands being further shown and defined as Parcel D on a plat titled "Right of Way Abandonment Plat for South Spruce Place", a copy of which is attached hereto. Said lands are conveyed subject to and together with the conditions and restrictions shown thereon as well as to any and all other easements or rights of way of record and applicable thereto.

EXHIBIT E



Approved by the City of Cumberland
SIGNED: _____ DATE: _____

Professional Certification
I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland, License No. 10950, Expiration Date 06/28/2016.
Ronald A. Skutch
Ronald A. Skutch, P.L.S.
Date: Jan 28, 2016



PARCEL A 1,385 S.F. TO BE CONVEYED TO THE HOUSING AUTHORITY OF CUMBERLAND
PARCEL B 1,444 S.F. TO BE CONVEYED TO CCSAC FEDERAL CREDIT UNION
PARCEL C 1,467 S.F. TO BE CONVEYED TO R.J. SEFOO, INC.
PARCEL D 1,408 S.F. TO BE CONVEYED TO VALLEY FOX, INC.

LEGEND

- S.F. = SQUARE FEET
- C.O. = CLEAN OUT
- F = FLOOR
- MAD = NORTH AMERICAN DATUM
- = SHARED ROAD UTILITY LINE
- = GUARD RAIL
- = FENCE LINE
- = SHARED ROAD UTILITY LINE
- = LIGHT POLE
- = WATER METER
- = GAS VALVE
- = TELECOM MANHOLE
- = CONCRETE SIDEWALK

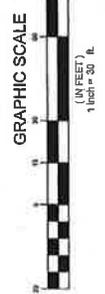
TAX MAP 106 DISTRICT 5
DRAWING NUMBER 1 OF 1
DATE 9/19/15
DRAWN BY M. Cressna
CHECKED BY J. ARS
SCALE 1" = 30'

FREDERICK SEIBERT & ASSOCIATES, INC. ©2016
CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS
128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740
20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225
1001 N. NORTH HANOVER STREET, CARLETON, PENNSYLVANIA 17015

Right of Way
Abandonment Plat
for
South Spruce Place
Situate between Green Street and Pece Street
and east of Lee Street
City of Cumberland
ALLEGANY COUNTY, MARYLAND

NOTES:
1. BEARINGS SHOWN HEREON ARE TIED TO MD GRID NORTH 100183.
2. ONLY VISIBLE SURFACE FEATURES ARE SHOWN HEREON. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY FREDERICK & ASSOCIATES, INC.
3. THE RIGHT OF WAY FOR SOUTH SPRUCE PLACE IS 16.5 FEET WIDE PER THE COPY OF THE 1985 MAP OF THE CITY OF CUMBERLAND ALLEGANY COUNTY, MARYLAND.
4. A UTILITY EASEMENT IS HEREBY ESTABLISHED OVER THE ENTIRE LENGTH AND WIDTH OF PARCELS A, B AND C BROWN HEREON FOR THE UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, ELECTRIC AND TELEPHONE SERVICE PROVIDERS FOR ANY EXISTING UTILITY LINES, AND FOR THE INSTALLATION, OPERATION, MAINTENANCE REPAIR, REPLACEMENT AND/OR RELOCATION OF ANY NEEDED UTILITY LINES AND STORMWATER MANAGEMENT AND SEDIMENT AND EROSION CONTROL DEVICES AND IMPROVEMENTS.

Vicinity Map
Scale: 1"=500'





Regular Council Agenda
October 4, 2016

Description

Ordinance (*1st reading*) - authorizing the execution of a deed to convey to the MD State Highway Administration .49 of a mile +/- and appurtenances known as U.S. Route 220 - McMullen Highway located at the southwestern corporate limits of the city

Approval, Acceptance / Recommendation

The City agreed to transfer this property to the State Highway Administration (SHA) by way of a Road Transfer Agreement entered into on September 20, 2010 to facilitate the construction of a round-about at that location. The property was declared surplus on August 16, 2016 and the conveyance of the deed will finalize formal transfer of the land to the SHA.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING TO THE STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION CERTAIN SURPLUS REAL PROPERTY LOCATED IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND, BEING 2,600 LINEAR FEET OR 0.49 OF A MILE, MORE OR LESS, OF LAND/ROADWAY AND APPURTENANCES KNOWN AND DESIGNATED AS U.S. ROUTE 220 - MCMULLEN HIGHWAY, WHICH STRIP OF LAND/ROADWAY AND APPURTENANCES RUNS FROM THE INTERSECTION OF U.S. ROUTE 220 WITH THE SOUTHWESTERN CORPORATE LIMITS OF THE CITY AND NORTHEASTERLY FOR THE AFORESAID DISTANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of the real property described in the titling of this Ordinance (the "Property");

WHEREAS, the City agreed to transfer the Property to the State Highway Administration of the Maryland Department of Transportation under the terms of the Road Transfer Agreement they entered dated September 20, 2010;

WHEREAS, the Property was declared to be surplus property under the terms of Order No. 26,015, passed by the Mayor and City Council on August 16, 2016; and

WHEREAS, the Mayor and City Council deem the aforesaid conveyance of the Property to be in the City's best interests as the State will assume responsibility for the repair and maintenance of the roadway and will otherwise assume all legal obligations of ownership of the roadway thereby absolving the City from those responsibilities and obligations.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the Mayor be and he is hereby authorized to execute a Deed in the form attached hereto as Exhibit A in order to effect the conveyance of the real property and the improvements thereon described in the title of this Ordinance and more particularly in the said Deed for the purchase price of \$0.00;

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor be and he is hereby authorized to execute such other documents as may be required or expedient for the purpose of facilitating and completing the conveyance; and

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of _____, 2016.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

SHA 63.00-26D 4/20/93

Mailing Address:

Records & Research Section
Mail Stop - M-202
707 North Calvert Street
Baltimore, MD 21202

STANDARD ROAD CONVEYANCE DEED

FROM THE STATE HIGHWAY ADMINISTRATION
OF THE MARYLAND DEPARTMENT
OF TRANSPORTATION AND THE BOARD
OF PUBLIC WORKS OF MARYLAND

Right of Way Item Nos. A 152-1-68,

A 452-15-620

SHA Item No. 91117

THIS ROAD CONVEYANCE DEED, made this ____ day of _____ in the year, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, hereinafter sometimes called "**GRANTOR**"; and **STATE HIGHWAY ADMINISTRATION** of the **MARYLAND DEPARTMENT OF TRANSPORTATION**, acting for and on behalf of the **STATE OF MARYLAND**, party of the first part; and the **BOARD OF PUBLIC WORKS OF MARYLAND**, party of the second part, hereinafter sometimes called "**GRANTEE**."

WHEREAS, the STATE HIGHWAY ADMINISTRATION of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, has heretofore acquired certain property and rights, situate, lying and being in the City of Cumberland, Allegany County, State of Maryland; and

WHEREAS, a Road Transfer Agreement dated September 20, 2010, wherein the STATE HIGHWAY ADMINISTRATION of the Maryland Department of Transportation has agreed to accept from to the MAYOR AND CITY COUNCIL OF CUMBERLAND, the hereinafter described section of roadway which heretofore was constructed by the State of Maryland, and The STATE HIGHWAY ADMINISTRATION has agreed to accept responsibility and jurisdiction over, and the responsibility for, the maintenance of said state roadway; and,

WHEREAS, the STATE HIGHWAY ADMINISTRATION has constructed a certain roadway area, known and designated as **US 220 – McMullen Highway**: from the current southwestern corporate limits of Cumberland (1900 feet north of Upper Potomac Industrial Park Street [CO 863]) to the current end of municipal maintenance at the I-68 overpass (Structure # 0110500 [old # 1105] up to the end of the concrete roadway) for a distance of 0.49 mile or 2600 linear feet, ±; and

WHEREAS, the MAYOR AND CITY COUNCIL OF CUMBERLAND has agreed, for good and valuable consideration, to convey unto GRANTEE herein certain portion of land/roadway, hereinafter described, which the MAYOR AND CITY COUNCIL OF CUMBERLAND has determined is no longer needed by it in connection with the construction, operation, maintenance, use and protection of its road system; and

WHEREAS, consistent with the provisions of Section 1 of the Charter of the City of Cumberland, the specified section of roadway was declared surplus property on August 16, 2016 by Order No. 26,015 and execution of a deed to transfer the said section of roadway to SHA was approved by the Mayor and City Council of Cumberland by Ordinance No. _____ adopted on _____, 2016.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said MAYOR AND CITY COUNCIL OF CUMBERLAND does hereby grant, convey and quit claim unto **THE STATE HIGHWAY ADMINISTRATION**, all rights, title and interests of the MAYOR AND CITY COUNCIL OF CUMBERLAND, in and to all of the following described roadway, lying and being in the City of Cumberland, Maryland and described as follows, to wit:

NOTHING CONTAINED HEREIN, however, shall be construed as a release by the Grantor of any of the other easements, fee simple rights of way and other rights and controls retained by the Grantor as shown on any town, city, county or state plats.

FURTHER RESERVING UNTO THE GRANTOR an easement in perpetuity to lay, operate, construct, maintain, replace, repair and inspect its 20" water main on the southeast side of U.S. Route 220 as shown on Sheet 90 of 115 of the as-built construction plans for State of Maryland State Roads Commission Contract No. A-452-7-14-619 (West Extension of Cumberland Thruway) and City of Cumberland Drawing 2322 (Cast Iron Water Main from Ridgedale Reservoir to Amcelle) Sheets 1 and 2, copies of which are attached hereto and incorporated by reference herein collectively as **EXHIBIT "A."** The Grantee hereby agrees that the Grantor, its successors and assigns, shall have the right and privilege, in perpetuity, of ingress, egress and regress over and upon the property of the Grantee whenever it may be necessary to make openings or excavations, or to lay, operate, construct, maintain, replace, repair or inspect the water main and appurtenances thereto.

RIGHT OF WAY CONVEYED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, A BODY CORPORATE AND POLITIC, TO THE STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION OF MARYLAND AS DESCRIBED IN THE AFORESAID LEGAL DESCRIPTION designated as **EXHIBIT "B"**, attached hereto and made a part hereof.

SUBJECT TO and excepting from the operation and effect of this deed any and all rights and reservations that may have been granted or reserved by former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by such former owners or their predecessors in title.

SUBJECT TO and excepting from the operation and effect of this deed any and all existing rights now held or used by any public utility or public utilities across or adjacent to the land herein conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises, hereinbefore described and mentioned, to the extent of the City's right, title and interest thereto, unto **STATE HIGHWAY ADMINISTRATION** of the **MARYLAND DEPARTMENT OF TRANSPORTATION**, acting for and on behalf of the **STATE OF MARYLAND**, its successors and assigns.

SUBJECT, HOWEVER, TO EACH AND EVERY RESERVATION, RESTRICTION, CONDITION, COVENANT AND CONTROL SET FORTH IN THIS INSTRUMENT OF WRITING.

AND GRANTEE HEREIN, by the acceptance of this deed, does hereby covenant and agree, on behalf of itself, its successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing, it being the intention hereof to perpetuate all of the rights and privileges retained by the State of Maryland, to the use of the STATE HIGHWAY ADMINISTRATION of the Maryland Department of Transportation, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the property, hereby conveyed and the remaining property of GRANTEE and shall be binding upon GRANTEE, its successors and assigns, forever.

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto:

WITNESS:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring
City Clerk

By: _____(Seal)
Brian K. Grim
Mayor

STATE OF MARYLAND - COUNTY OF ALLEGANY, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County/City aforesaid, personally appeared **Brian K. Grim**, the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, and acknowledged the foregoing deed to be the act of the City of Cumberland and, at the same time, made oath in due form of law that he is fully authorized to execute and acknowledge the same.

AS WITNESS MY HAND AND NOTARIAL SEAL, this _____ day of _____ in the year 2016.

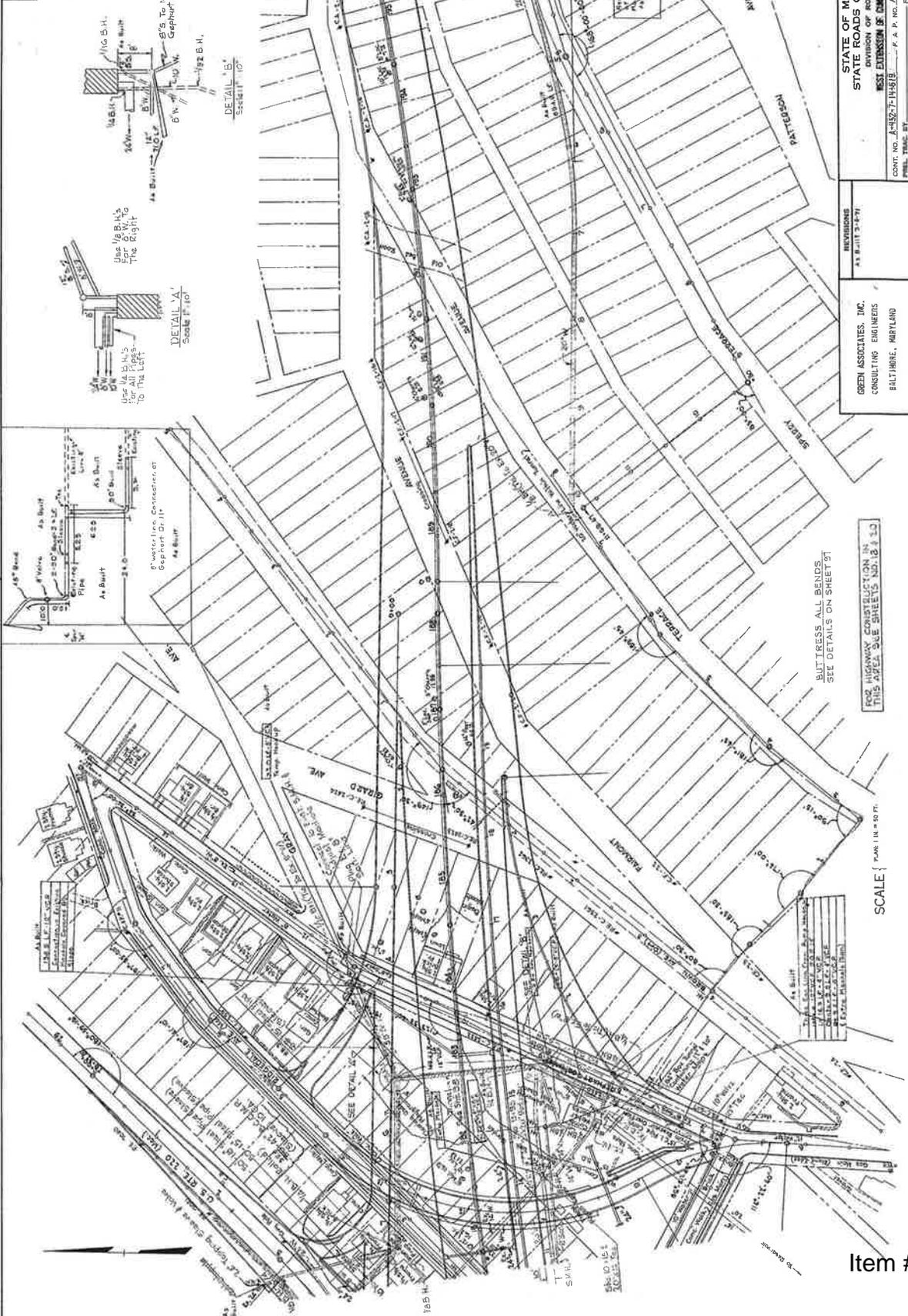
_____(Seal)
Notary Public

My Commission Expires: _____

I hereby certify that this instrument was prepared under my supervision, an attorney admitted to practice by the Court of Appeals of Maryland.

Michael Scott Cohen

DATE	BY	NO.	REV.
2	MD, APD-95-(7)	91	IIS



STATE OF MARYLAND
 STATE BOARD OF COMMISSIONERS
 PUBLIC UTILITIES
 CASE NO. 14327-1438
 P. A. P. NO. APD-95-(7) SHEET NO. 9 OF 15
 FINAL P&C - 8/8

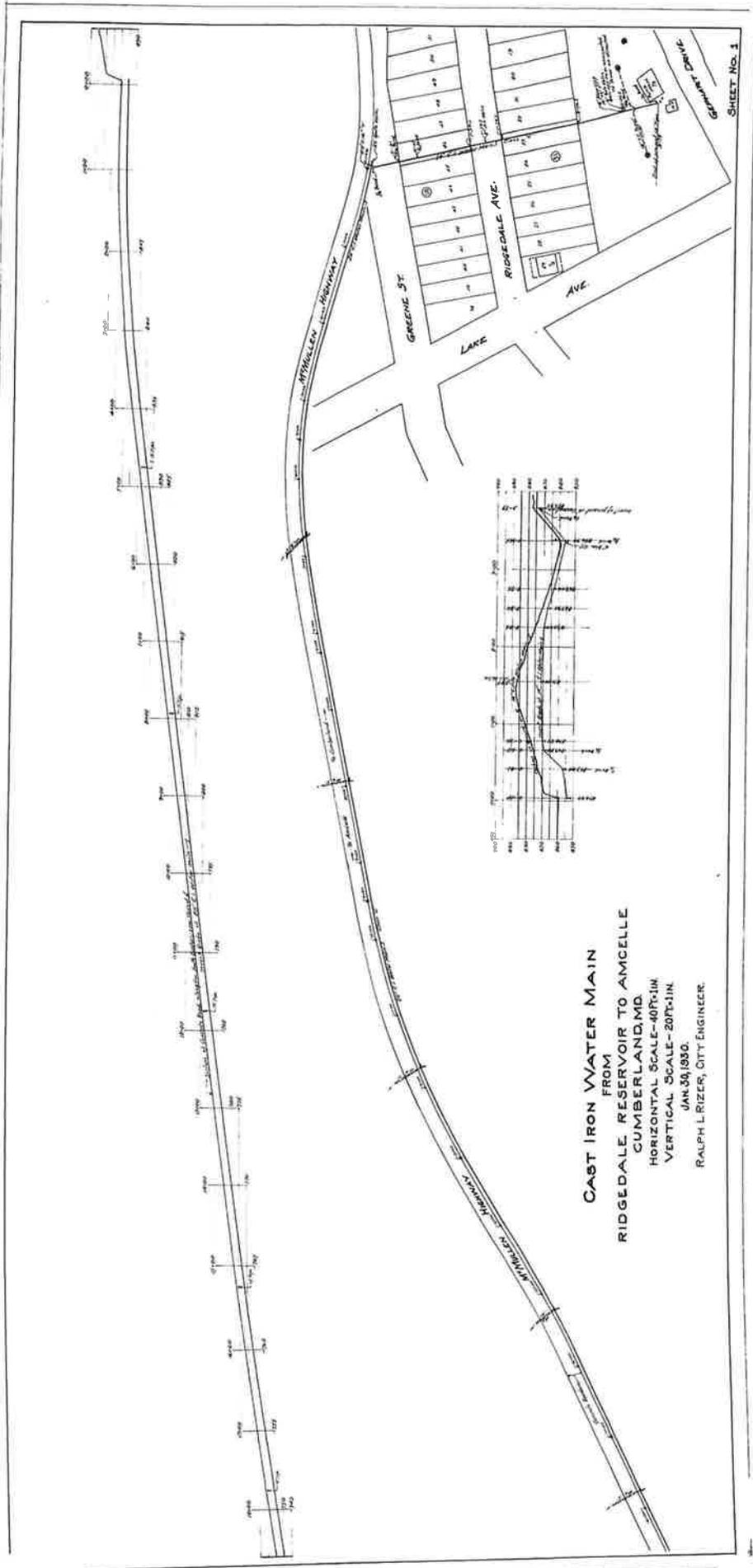
GREEN ASSOCIATES, INC.
 CONSULTING ENGINEERS
 BALTIMORE, MARYLAND

INVENTIONS
 AT BUILT 3-87

FOR HIGHWAY CONSTRUCTION IN THIS AREA SEE SHEETS NO. 18 & 19

SCALE 1" = 30 FT.

Item # 7



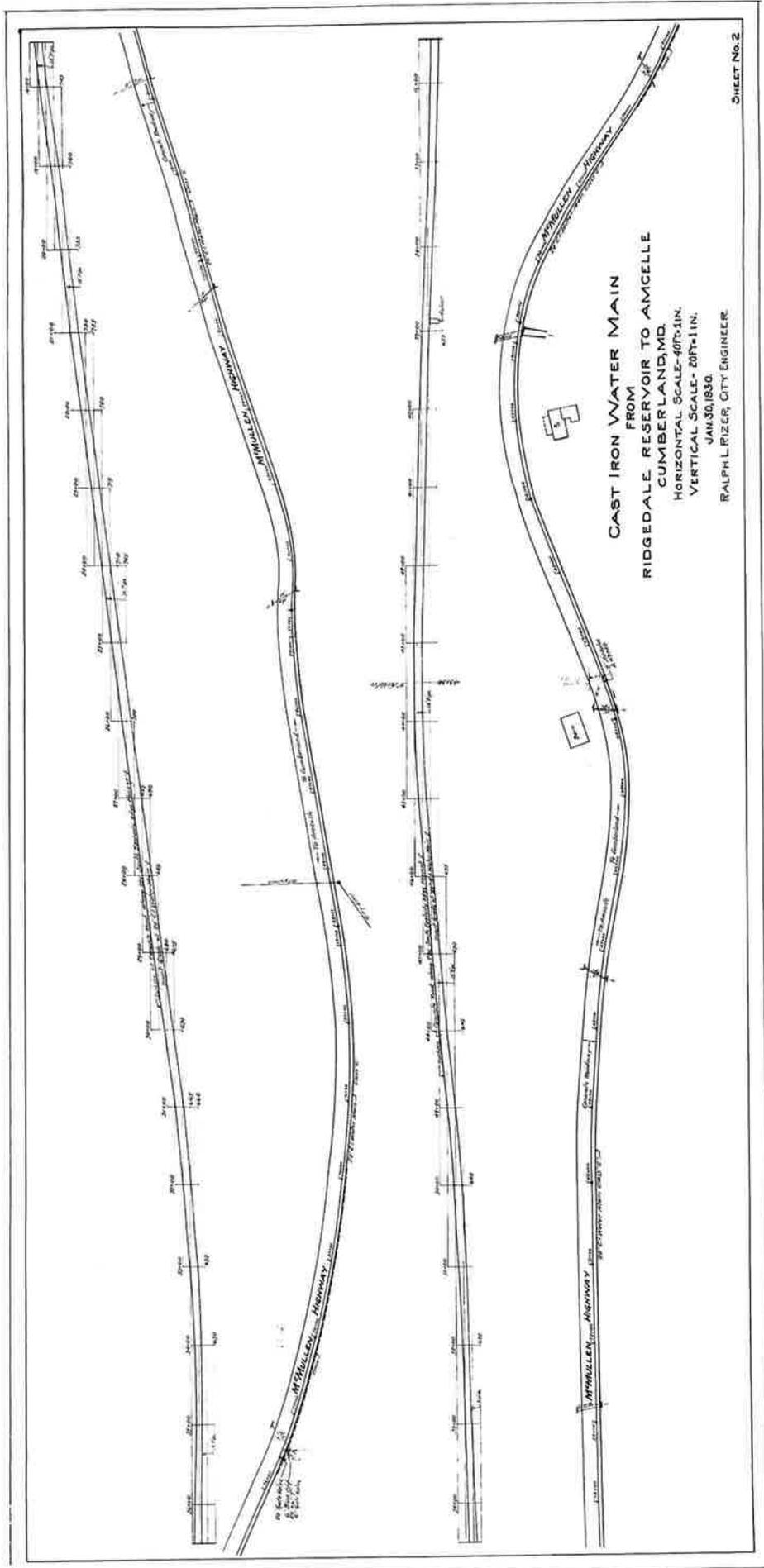


EXHIBIT "B"

**AREA TO BE CONVEYED
BY
THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
TO
STATE HIGHWAY ADMINISTRATION
OF THE MARYLAND DEPARTMENT OF TRANSPORTATION
ACTING FOR AND ON BEHALF OF THE
STATE OF MARYLAND**

Right Of Way Project No.: A 152-1-68, A 452-15-620

Right of Way Project: US220 – (McMullen Highway)

Conveyance Item No.: 91117

Length: 2600 linear feet or 0.49 of a mile, more or less

.....

THE GRANTORS DO HEREBY GRANT, CONVEY AND QUITCLAIM unto the State Highway Administration of the Maryland Department of Transportation acting for and on behalf of the State of Maryland, all right, title and interest in and to a part of the roadbed and right of way of US 220 (McMullen Highway), together with the appurtenances thereto belonging or in anywise appertaining, for a distance of 2600 linear feet or 0.49 of a mile, more or less.

BEGINNING for the same at the intersection of the southwestern corporate limits of the City of Cumberland with the baseline of right of way of US 220 (McMullen Highway) as shown on State Roads Commission of Maryland Plat No. 1746, filed for record with and electronically recorded by the Maryland State Archives, (herein after referred to as SHA Plat No. 1746), said intersection being located approximately at station 43+50, shown thereon, thence running northeasterly along the centerline of a heretofore unplatted portion of MD 220's roadway, 60 feet wide, to the baseline of right of way station 23+65 shown on State Roads Commission of Maryland Plat No. 33537, revised 6-16-66, filed for record with and electronically recorded by the Maryland State Archives, (herein after referred to as SHA Plat No. 33537), thence

continuing to run northeasterly along the approximate center of US 220, between the northeast bound roadway and southwest bound roadway split, to the north side of the I-68 overpass bridge, said bridge being designated as SHA Bridge Structure #0110500, which represents the current (2016) end of the municipal maintenance of the City of Cumberland.

TOGETHER WITH the appurtenances thereto belonging or in anywise appertaining and any road dedication areas of record.

BEING a portion of the land shown on the following State Roads Commission of Maryland Plats No. 33532, revised 5-31-66, 33533, revised 6-16-66, 33534, revised 5-31-66, 33535, revised 9-30-66, 33537, revised 6-16-66, and 1746 all of which were filed for record with and electronically recorded by the Maryland State Archives; and that portion of US 220 (60 feet wide) lying between Plat No. 1746 and Plat No. 33537.





Regular Council Agenda
October 4, 2016

Description

Resolution granting the Western Maryland Scenic Railroad Development Corporation, Inc. a property tax credit for the 2016/2017 tax year, as authorized by provisions of the Annotated Code of Maryland

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland
- Maryland -
RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,
GRANTING THE WESTERN MARYLAND SCENIC RAILROAD DEVELOPMENT
CORPORATION, INC., A PROPERTY TAX CREDIT
FOR THE TAX YEAR 2016-2017.**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc., is such a property owner designated in Section 9-302(b)(4) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc. has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Western Maryland Scenic Railroad Development Corporation, Inc., a property tax credit against the municipal corporation property tax imposed on the Western Maryland Scenic Railroad Development Corporation, Inc. for the tax year 2016-2017.

NOW, THEREFORE, BE IT RESOLVED THAT, the Western Maryland Scenic Railroad Development Corporation, Inc., be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2016-2017.

*Given under our Hands and Seals this 4th day of October, 2016, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.*

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Brian K. Grim
Mayor



September 9, 2016

Mayor Brian Grim and Council
City Hall
57 North Liberty Street
Cumberland, MD 21502

Attention: Mayor Brian Grim and Council, City of Cumberland
Comptroller's Office for the City of Cumberland

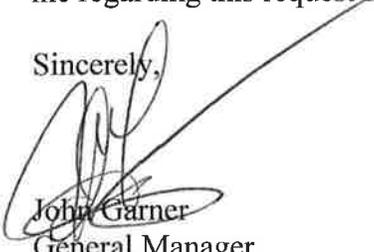
Re: Western Maryland Scenic Railroad Development Corp. Tax #: D02128841

Dear Mayor Grim, Council, et al:

As granted to Western Maryland Scenic Railroad in previous years, we are requesting a tax credit/abatement for the property taxes assessed to our organization for the Tax Year 7/01/2016 – 6/30/2017. Please consider taking action on this abatement during your next public meeting.

If any additional information is needed, or if you have any questions, please do not hesitate to contact me regarding this request for tax abatement/credit at 301-759-4400 ext.105.

Sincerely,



John Garner

General Manager

Western Maryland Scenic Railroad



Regular Council Agenda
October 4, 2016

Description

Order authorizing the execution of a Certificate of Satisfaction made by Crable and Nellie Shryock pertaining to a CDBG Housing Rehabilitation Loan for 1114 Kentucky Avenue, acknowledging that the loan has been satisfied and that the lien is released

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: October 4, 2016

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

THAT, the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging the indebtedness secured by a Deed of Trust made by Crable Shryock and Nellie Shryock, his wife, H. Jack Price, Jr., Trustee, and the Mayor and City Council of Cumberland, dated February 16, 1996 (Allegany County Circuit Court Mortgage Records / Liber 0770, Page 589), pertaining to a CDBG Housing Rehabilitation Loan for 1114 Kentucky Avenue, has been satisfied and that the lien is hereby released.

Mayor Brian K. Grim

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Crable Shryock and Nellie Shryock, his wife, H. Jack Price, Jr., Trustee and the Mayor and City Council of Cumberland, dated February 16, 1996, and recorded among the Mortgage Records of the Allegany County Circuit Court in Liber 0770, Page 589 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, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the said Deed of Trust note this _____ day of _____, 2012.

WITNESS/ATTEST:

THE MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By: _____(SEAL)
Brian K. Grim, Mayor

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY , that on this _____ day of _____, 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 City of Cumberland, the agent of the Mayor and City Council of Cumberland, the holder of the instrument referred to above, and that he, as such agent, being duly authorized so to do, executed the foregoing instrument for the purpose therein contained and he acknowledged that the facts set forth in said instrument are true.

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

NOTARY PUBLIC

My Commission Expires:

COMPARED AND MAILED BY DELIVERED
H. Jack Price, Esq.
TO: Crumline St., ... City...
..... Nov. 9 19 96

LIBER 0770 PAGE 589

(Filed and Recorded October 31, 1996 @ 10:35 A.M.)

Deed of Trust to secure indebtedness - Individual (residential property) - monthly payment - principal, interest, and expenses.

IMP FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Res# ALB1 Rcpt # 38185
RWH PAL Blk # 2218
Oct 31, 1996 10:35 am

DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of February, 1996, by and between the Grantor, Crable Shryock and Nellie Shryock, his wife, (herein "Borrower"), H. Jack Price, Jr., (herein "Trustee"), and the Mayor and City Council of Cumberland, Maryland, a municipal corporation of the State of Maryland, (hereinafter called "Beneficiary" or "Lender")

WITNESSETH:

WHEREAS, the Grantor is justly indebted to the Lender in the principal amount of Seven Thousand One Hundred and Seven Dollars and Zero Cents (\$ 7,107.00) for which amount the Borrower has signed and delivered a note of even date herewith (herein called the "Note") payable to the order of the Lender, with interest thereon and providing for monthly installments of interest and principal and interest.

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, conveys/assigns to Trustee, in fee simple/subject to the annual ground rent, the following described property, to wit:

(See Attached "Exhibit A")

which as the address of 1114 Kentucky Avenue, Cumberland, Maryland
(Street) (City) (State)
21502 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all leases, tenancies, easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

ALLEGANY COUNTY CIRCUIT COURT (Mortgage Records) RWW 770, p. 0589, MSA, CE163, 423. Date available 03/28/2005. Printed 09/26/2016.

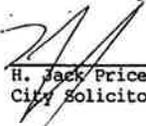
LIBER 0770 PAGE 590

Attachment "A"

BEGINNING at a point on the Northerly side of Kentucky Avenue at the end of the first line of Lot No. 46 in said addition, and running thence with the Northerly side of said Avenue, South forty-seven degrees and five minutes East, 60 feet; then North forty-two degrees and fifty-five minutes East, eighty-four and one tenths feet to the Southerly side of an alley twelve feet wide, then with the Southerly side of said alley, North forty-six degrees and thirty-three minutes West, 60 feet to the end of the second line of said Lot No. 46, and then with said second line reversed, South forty-two degrees and fifty-five minutes West, eighty-four and seven-tenths feet to the Beginning.

PART of LOT NO. --48: BEGINNING at a point on the Northerly side of Kentucky Avenue at the end of the first line of Lot No. 47, and running thence with the Northerly side of said Avenue, South forty-seven degrees and fifty-five minutes East, eighty-four and one tenths feet to the Southerly side of an Alley Twelve feet wide, then with the Southerly side of said Alley, North forty-six degrees and thirty-three minutes West, twenty feet to the end of the second line of Lot No. 47, then with said second line reversed, South forty-two degrees and fifty-five minutes West, eighty-four and three-tenths feet to the beginning.

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, or by or on behalf of one of the parties named herein.



H. Jack Price, Jr.
City Solicitor

LIBER 0770 PAGE 591

TO SECURE to Lender (a) the repayment of the Note; the payment of all other sums, with interest thereon, advanced according to this Deed of Trust to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

TO HAVE AND TO HOLD the Property in fee simple for all the term of years yet to come and unexpired therein with the benefit of renewal, subject to the payment of the annual ground rent of N/A Dollars (\$), payable semi-annually on the N/A day of N/A in each and every year.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend specially the title to the Property against all claims and demands and will execute such further assurances of the same as may be requisite.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments, water and sewer charges and other public dues and charges, the ground rents on the Property, if any, plus one-twelfth of yearly premium on the policies of fire and extended coverage insurance, plus one-twelfth of yearly condominium or homeownership fees, if any (such taxes, assessments, charges, premiums, rents and fees being called collectively "Assessments"), all as reasonable estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Assessments paid to the Lender shall be held by the Lender in trust solely for the purposes indicated and the funds may be commingled with other funds of the Lender, such deposit as required by this Deed of Trust shall be known as the "Assessments Account", and shall be maintained as a separate account on the books of the Lender. Borrower shall become due and payable and charge such payments to the Assessments Account. Lender shall credit to the Assessments Account interest thereon at a rate of not less than three percent (3%) per annum, computed on the average monthly balance accrued in such Assessments Account.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable before the due dates of Assessments, shall exceed the amount required to pay the Assessments, as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender are insufficient to pay Assessments, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately before the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

LIBER 0770 PAGE 592

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all Assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the notices of amounts due under this paragraph, and if Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in a writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. If a loss occurs, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately before such sale or acquisition.

LIBER 0770 PAGE 59.3

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and permit the Lender or its employees or agents to enter upon and inspect the Property at reasonable times. Borrower shall make all proper renewals, replacements, and additions to the Property with fifteen (15) days of written notice of a defect from the Lender. Borrower shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all the Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice before any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, for any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately before the date of taking bears to the fair market value of the Property immediately before the date of taking, with the balance of the proceeds paid to Borrower.

LIBER 0770 PAGE 594

If the Property is abandoned by Borrower, or if, other notice by Lender to Borrower that the condemnor offers to take an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successor and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used of interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Governing Law; Severability. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. If any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

LIBER 0770 PAGE 595

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration according to paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

18. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or covenants to pay when due any sums secured by this Deed of Trust, Lender before acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date of the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of 5% of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time before the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgement enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no

LIBER 0770 PAGE 596

acceleration occurred; (b) Borrower cures all breaches of any Deed of Trust (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, before acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option before release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all cost of recordation, if any.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

WITNESS:

Jane Hauser
Jane Hauser

OWNER:

Cristle C. Shryver
Kellie E. Shryver

ALLEGANY COUNTY CIRCUIT COURT (Mortgage Records) RWW 770, p. 0596, MSA_CE163_423. Date available 03/28/2005. Printed 09/26/2016.

LIBER 0770 PAGE 597

STATE OF MARYLAND, ALLEGANY County ss:

I Hereby Certify, That on this 10th day of February 1996, before me the subscriber, a Notary Public of the State of Maryland and for the County of Allegany aforesaid, personally appeared Orville + Nellie Shroyck known to me or satisfactorily proven to be the person(s) whose name(s) they subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

As Witness: my hand and notarial seal.

Joyce Sine
Notary Public

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

STATE OF Maryland, Allegany County ss:

I Hereby Certify, That on this 16 day of February 1996 before, me, the subscriber, a Notary Public of the State of Maryland and for Allegany County aforesaid, personally appeared Mayor Edward Athey the agent of the party secured by this foregoing Deed of Trust, 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 is the agent of the party or parties secured and is duly authorized to make this affidavit.

As Witness: my hand and notarial seal.

Joyce Sine
Notary Public

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



ALLEGANY COUNTY CIRCUIT COURT (Mortgage Records) RWW 770, p. 0597, MSA_CE163_423, Date available 03/28/2005, Printed 09/26/2016.



Regular Council Agenda
October 4, 2016

Description

Order authorizing the abatement of taxes and utilities at City-owned properties: 461 Goethe St., 610 Maryland Ave., 532 N. Centre St., 32 Industrial Blvd., 8 Virginia Ave., 408 N. Broadway St., 410 Waverly Terrace, 500 Kingsley Ave., 508 Park St., 210 Cecelia St.

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: October 4, 2016

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

THAT, the taxes and/or utilities on the following City-owned properties be and are hereby abated:

ADDRESS	TAX ACCOUNT	UTILITY ACCOUNT
461 Goethe Street	23-012111	
610 Maryland Ave.	04-024567	
532 N. Centre Street	05-027594	48-0098001
32 Industrial Blvd.	04-024540	
8 Virginia Avenue	04-010191	
408 N. Broadway Street	22-005537	24-0240008
410 N. Waverly Terrace		27-0214006
500 Kingsley Place	22-010786	29-0180007
508 Park Street		30-0052006
210 Cecelia Street		30-0114004

Mayor Brian K. Grim

Real Property Data Search (w1)

Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
Account Identifier:		District - 23 Account Number - 012111							
Owner Information									
Owner Name:		MAYOR & CITY COUNCIL OF CUMB			Use: Principal Residence:		EXEMPT NO		
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-			Deed Reference:		/02237/ 00134		
Location & Structure Information									
Premises Address:		461 GOETHE ST CUMBERLAND 21502-0000			Legal Description:		461 GOETHE ST PT LOT 45 25X77 H&P ADDN		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No: Plat Ref:
0105	0015	0081F		0000				2015	
Special Tax Areas:				Town:		CUMBERLAND			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1915		1,456 SF				1,925 SF			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
2	YES	STANDARD UNIT	FRAME	1 full					
Value Information									
		Base Value		Value As of 01/01/2015		Phase-in Assessments As of 07/01/2016		As of 07/01/2017	
Land:		3,000		1,700					
Improvements		14,900		9,500					
Total:		17,900		11,200		11,200		11,200	
Preferential Land:		0						0	
Transfer Information									
Seller: SARVER MILTON L				Date: 08/23/2016		Price: \$2,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /02237/ 00134		Deed2:			
Seller: DYE, DEAN LESLIE SR-				Date: 12/27/1991		Price: \$3,000			
Type: ARMS LENGTH IMPROVED				Deed1: /00599/ 00142		Deed2:			
Seller: KIMBLE, ARNOLD D SR-LAUVELLA				Date: 09/12/1991		Price: \$9,000			
Type: ARMS LENGTH IMPROVED				Deed1: /00597/ 00074		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2016		07/01/2017			
County:		670		0.00		11,200.00			
State:		670		0.00		11,200.00			
Municipal:		670		0.00		11,200.00		0.00	
Tax Exempt:				Special Tax Recapture:		NONE			
Exempt Class:									
Homestead Application Information									
Homestead Application Status: No Application									

Taxes

2014 - 2016 = 389.05

Item # 10

City of Cumberland **Live**
9/21/16

PROPERTY TAX SYSTEM

TA0080S1

Inquiry

Prop#..: 23-012111
Owner..: SARVER MILTON L
Address: 461 GOETHE ST
Mail To: SARVER MILTON L
745 DALE AVE
CUMBERLAND

School Dist.: CUMB SCHLS
F22=Add'l Info

MD 21502-3360

Payoff Date : 9/21/2016
Total Billed: 4,360.89
Tot. Dsc App: .00
Total Paid...: 3,862.88
Total Due W/SC: 498.01

Phone...:

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2016	1	1	201612108	108.12	.00	.00	.00	108.12
-	2015	1	1	201512114	108.12	.00	25.92	.00	134.04
-	2014	1	1	201411865	172.81	.00	83.04	.00	255.85
-	2013	1	1	201311852	170.88	.00	102.60	273.48	.00
-	2012	1	1	201211840	168.95	.00	101.40	270.35	.00
-	2011	1	1	201111700	167.59	.00	100.50	268.09	.00
-	2010	1	1	201011662	162.40	.00	97.50	259.90	.00
-	2009	1	1	200911683	157.23	.00	94.20	251.43	.00

108.12+
108.12+
172.81+

003

389.05*

Real Property Data Search (w1)

Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration			
Account Identifier:		District - 04 Account Number - 024567							
Owner Information									
Owner Name:		MAYOR & CITY COUNCIL OF CUMB			Use:		EXEMPT		NO
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-			Principal Residence:		/02237/ 00138		Deed Reference:
Location & Structure Information									
Premises Address:		610 MARYLAND AVE CUMBERLAND 21502-0000			Legal Description:		610 MARYLAND AVE LOT 3 50X106 HALEYS ADDN 51X 97		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0109	0004	2408		0000				2015	Plat Ref:
Special Tax Areas:				Town:		CUMBERLAND			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1920		2,454 SF				5,118 SF			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
2	YES	END UNIT	ASBESTOS SHINGLE	2 full					
Value Information									
		Base Value		Value		Phase-in Assessments			
				As of		As of		As of	
				01/01/2015		07/01/2016		07/01/2017	
Land:		5,100		4,600					
Improvements		1,000		1,000					
Total:		6,100		5,600		5,600		5,600	
Preferential Land:		0						0	
Transfer Information									
Seller: WALTERS NICHOLAS				Date: 08/23/2016		Price: \$7,024			
Type: NON-ARMS LENGTH OTHER				Deed1: /02237/ 00138		Deed2:			
Seller: RENNIE KIM JANEEN				Date: 06/06/2016		Price: \$2,670			
Type: NON-ARMS LENGTH OTHER				Deed1: /02219/ 00064		Deed2:			
Seller: KIDWELL, KELLY A				Date: 04/16/2007		Price: \$28,051			
Type: NON-ARMS LENGTH OTHER				Deed1: /01376/ 00139		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2016		07/01/2017			
County:		670		0.00		5,600.00			
State:		670		0.00		5,600.00			
Municipal:		670		0.00		5,600.00		0.00	
Tax Exempt:				Special Tax Recapture:					
Exempt Class:				NONE					
Homestead Application Information									
Homestead Application Status: No Application									

Taxes
2014 - 54.06

Item # 10

City of Cumberland **Live**
9/21/16

TA0080S1

PROPERTY TAX SYSTEM

Documents Exist

Inquiry

School Dist.: CUMB SCHLS

Prop#..: 04-024567
Owner..: WALTERS NICHOLAS
Address: 610 MARYLAND AV
Mail To: WALTERS NICHOLAS
20 SKIDMORE ST

Payoff Date : 9/21/2016
Total Billed: 8,587.74
Tot. Dsc App: .00
Total Paid...: 8,533.68
Total Due W/SC: 54.06

TOWSON

**
MD 21204-

Phone...:

Enter Option: _

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2016	1	1	201606896	54.06	.00	.00	.00	54.06
-	2015	1	1	201506907	54.06	.00	8.64	62.70	.00
-	2014	1	1	201406857	302.17	.00	113.68	415.85	.00
-	2013	1	1	201306859	302.17	.00	36.24	338.41	.00
-	2012	1	1	201206854	302.17	.00	120.80	422.97	.00
-	2011	1	1	201106836	360.09	.00	216.00	576.09	.00
-	2010	1	1	201006835	347.37	.00	20.85	368.22	.00
-	2009	1	1	200906838	333.70	.00	26.68	360.38	.00

Real Property Data Search (w1)

Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
Account Identifier:		District - 05 Account Number - 027594							
Owner Information									
Owner Name:		MAYOR & CITY COUNCIL OF CUMB			Use:		EXEMPT		
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-			Principal Residence:		NO		
					Deed Reference:		/02237/ 00117		
Location & Structure Information									
Premises Address:		532 N CENTRE ST CUMBERLAND 21502-0000			Legal Description:		532 N CENTRE ST LOT 5 33X150 BEALLS 1ST 68X156		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0104	0009	2136		0000				2015	Plat Ref:
Special Tax Areas:				Town:		CUMBERLAND			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1890		1,852 SF				7,726 SF			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
2	YES	STANDARD UNIT	BRICK	1 full					
Value Information									
		Base Value		Value		Phase-in Assessments			
				As of		As of		As of	
				01/01/2015		07/01/2016		07/01/2017	
Land:		6,400		6,400					
Improvements		1,000		1,000					
Total:		7,400		7,400		7,400		7,400	
Preferential Land:		0						0	
Transfer Information									
Seller: WEISENMILLER PAUL W				Date: 08/23/2016		Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /02237/ 00117		Deed2:			
Seller:				Date:		Price: \$0			
Type:				Deed1: /00510/ 00356		Deed2:			
Seller:				Date:		Price:			
Type:				Deed1:		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class			07/01/2016		07/01/2017		
County:		670			0.00		7,400.00		
State:		670			0.00		7,400.00		
Municipal:		670			0.00		7,400.00		0.00
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Homestead Application Information									
Homestead Application Status: No Application									

Taxes
2010 - 2016 = 2953.92
Utilities = 4623.96

Item # 10

City of Cumberland **Live**
9/21/16

PROPERTY TAX SYSTEM

TA0080S1

Documents Exist

Inquiry

Prop#...: 05-027594
Owner...: WEISENMILLER PAUL W
Address: 532 N CENTRE ST
Mail To: WEISENMILLER PAUL W
532 N CENTRE ST

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 9/21/2016
Total Billed: 9,464.94
Tot. Dsc App: .00
Total Paid...: 4,054.40
Total Due W/SC: 5,410.54

CUMBERLAND

A*****
MD 21502-2145

Phone...:

Enter Option: ___

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2016	1	1	201609028	71.44	.00	.00	.00	71.44
-	2015	1	1	201509039	474.66	.00	113.88	.00	588.54
-	2014	1	1	201408893	464.36	.00	222.96	.00	687.32
-	2013	1	1	201308884	464.36	.00	334.44	.00	798.80
-	2012	1	1	201208860	464.36	.00	445.90	.00	910.26
-	2011	1	1	201108757	508.77	.00	610.80	.00	1119.57
-	2010	1	1	201008730	505.97	.00	728.64	.00	1234.61
-	2009	1	SA	200902918	446.56	.00	13.41	459.97	.00

71.44+

474.66+

464.36+

464.36+

464.36+

508.77+

505.97+

007

2,953.92*

Real Property Data Search (w1)

Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration			
Account Identifier:		District - 04 Account Number - 024540							
Owner Information									
Owner Name:		MAYOR & CITY COUNCIL OF CUMB				Use: Principal Residence:		EXEMPT NO	
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-				Deed Reference:		/02237/ 00124	
Location & Structure Information									
Premises Address:		32 INDUSTRIAL BLVD CUMBERLAND 21502-0000				Legal Description:		32 LAINGS AVE LOT 9 25X100 LAINGS	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0111	0013	1900		0000				2015	Plat Ref:
Special Tax Areas:				Town:		CUMBERLAND			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1926		1,452 SF				2,500 SF			
Stories	Basement	Type		Exterior	Full/Half Bath	Garage	Last Major Renovation		
2	YES	STANDARD UNIT		SIDING	2 full				
Value Information									
		Base Value		Value As of 01/01/2015		Phase-in Assessments As of 07/01/2016		As of 07/01/2017	
Land:		3,000		2,200					
Improvements		31,400		33,900					
Total:		34,400		36,100		35,533		36,100	
Preferential Land:		0						0	
Transfer Information									
Seller: HOREVAY D JOSEPH				Date: 08/23/2016		Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /02237/ 00124		Deed2:			
Seller: CRAWFORD, REGINA L				Date: 07/14/2006		Price: \$60,000			
Type: ARMS LENGTH IMPROVED				Deed1: /01288/ 00438		Deed2:			
Seller: LEAR, CHARLES D-CRAWFORD, REGINA				Date: 07/14/2006		Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /01288/ 00433		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2016		07/01/2017			
County:		670		0.00		36,100.00			
State:		670		0.00		36,100.00			
Municipal:		670		0.00		36,100.00		0.00 36,100.00	
Tax Exempt:				Special Tax Recapture:					
Exempt Class:				NONE					
Homestead Application Information									
Homestead Application Status: No Application									

Taxes

2010 - 2016 = 2358.54

Item # 10

City of Cumberland **Live**
9/21/16

TA0080S1

PROPERTY TAX SYSTEM

Documents Exist

Inquiry

Prop#...: 04-024540
Owner...: HOREVAY D JOSEPH
Address: 32 INDUSTRIAL BL
Mail To: HOREVAY D JOSEPH
32 INDUSTRIAL BLVD E
CUMBERLAND
Phone...:

School Dist.: CUMB SCHLS
F22=Add'l Info
Payoff Date : 9/21/2016
Total Billed: 8,196.61
Tot. Dsc App: .00
Total Paid...: 4,161.63
Total Due W/SC: 4,034.98

MD 21502-4107

Enter Option: _

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2016	1	1	201606895	343.04	.00	.00	.00	343.04
-	2015	1	1	201506906	337.57	.00	81.00	.00	418.57
-	2014	1	1	201406856	332.10	.00	159.36	.00	491.46
-	2013	1	1	201306858	332.10	.00	239.04	.00	571.14
-	2012	1	1	201206853	332.10	.00	318.70	.00	650.80
-	2011	1	SA	201100932	346.58	.00	405.99	.00	752.57
-	2010	1	SA	201000937	335.05	.00	472.35	.00	807.40
-	2009	1	SA	200900936	322.76	.00	41.99	364.75	.00

0.*

335.05+

346.58+

332.10+

332.10+

332.10+

337.57+

343.04+

007

2,358.54*

Real Property Data Search (w1)

Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
Account Identifier:		District - 04 Account Number - 010191							
Owner Information									
Owner Name:		MAYOR & CITY COUNCIL OF CUMB			Use: Principal Residence:		EXEMPT NO		
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-			Deed Reference:		/02237/ 00130		
Location & Structure Information									
Premises Address:		8 VIRGINIA AVE CUMBERLAND 21502-0000			Legal Description:		8 VIRGINIA AVE PT LOT 3 20X100 SOUTHERN ADDN		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No: Plat Ref:
0111	0002	1956A		0000				2015	
Special Tax Areas:		Town: Ad Valorem: Tax Class:			CUMBERLAND				
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1900		1,290 SF				1,959 SF			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
2	YES	END UNIT	FRAME	1 full					
Value Information									
		Base Value		Value As of		Phase-in Assessments As of			
				01/01/2015		07/01/2016		07/01/2017	
Land:		3,000		1,700					
Improvements		1,000		1,000					
Total:		4,000		2,700		2,700		2,700	
Preferential Land:		0						0	
Transfer Information									
Seller: GREEN WILLIAM A JR		Date: 08/23/2016			Price: \$0				
Type: NON-ARMS LENGTH OTHER		Deed1: /02237/ 00130			Deed2:				
Seller: GREEN, WILLIAM A JR-DIANE M		Date: 01/24/1997			Price: \$0				
Type: NON-ARMS LENGTH OTHER		Deed1: /00645/ 00324			Deed2:				
Seller: BENDER, GENE F-LINDA C		Date: 04/26/1989			Price: \$22,000				
Type: NON-ARMS LENGTH OTHER		Deed1: /00579/ 00792			Deed2:				
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2016		07/01/2017			
County:		670		0.00		2,700.00			
State:		670		0.00		2,700.00			
Municipal:		670		0.00		2,700.00		0.00	
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Homestead Application Information									
Homestead Application Status: No Application									

Taxes

2010 - 2016 = 103967

Item # 10

City of Cumberland **Live**
9/21/16

TA0080S1

PROPERTY TAX SYSTEM

Documents Exist

Inquiry

Prop#...: 04-010191
Owner...: GREEN WILLIAM A JR
Address: 8 VIRGINIA AV
Mail To: GREEN WILLIAM A JR
12804 IRENE DR NE

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 9/21/2016
Total Billed: 6,042.80
Tot. Dsc App: .00
Total Paid...: 4,019.97
Total Due W/SC: 2,022.83

CUMBERLAND

A*****
MD 21502-

Phone...:

Enter Option: ___

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2016	1	1	201606278	26.07	.00	.00	.00	26.07
-	2015	1	1	201506285	26.07	.00	6.24	.00	32.31
-	2014	1	1	201406265	181.50	.00	87.12	.00	268.62
-	2013	1	1	201306268	181.50	.00	130.68	.00	312.18
-	2012	1	1	201206270	181.50	.00	174.24	.00	355.74
-	2011	1	1	201106266	221.08	.00	265.20	.00	486.28
-	2010	1	1	201006269	221.95	.00	319.68	.00	541.63
-	2009	1	1	200906265	221.95	.00	35.52	257.47	.00

221.95+
221.08+
181.50+
181.50+
181.50+
25.07+
26.07+

007

1,039.67*

Real Property Data Search (w1)

Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
Account Identifier:		District - 22 Account Number - 005537							
Owner Information									
Owner Name:		MAYOR & CITY COUNCIL OF CUMB			Use: Principal Residence:		EXEMPT NO		
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-			Deed Reference:		/02237/ 00121		
Location & Structure Information									
Premises Address:		408 N BROADWAY ST CUMBERLAND 21502-0000			Legal Description:		408 BROADWAY LOT B-34 30X100		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0105	0000	0332		0000				2015	Plat Ref:
Special Tax Areas:		Town: CUMBERLAND			Ad Valorem: Tax Class:				
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1918		1,352 SF				3,000 SF			
Stories	Basement	Type	Exterior		Full/Half Bath	Garage	Last Major Renovation		
2	YES	STANDARD UNIT	ASBESTOS SHINGLE		1 full				
Value Information									
		Base Value		Value As of 01/01/2015		Phase-in Assessments As of 07/01/2016		As of 07/01/2017	
Land:		3,000		2,700					
Improvements		51,800		50,100					
Total:		54,800		52,800		52,800		52,800	
Preferential Land:		0						0	
Transfer Information									
Seller: ARNOLD DEBRA K		Date: 08/23/2016			Price: \$0				
Type: NON-ARMS LENGTH OTHER		Deed1: /02237/ 00121			Deed2:				
Seller: SINES, ROBERT-PATTY		Date: 06/25/2004			Price: \$50,310				
Type: ARMS LENGTH IMPROVED		Deed1: /00732/ 00083			Deed2:				
Seller: BROWNING, BEVERLY A		Date: 06/05/2003			Price: \$39,500				
Type: ARMS LENGTH IMPROVED		Deed1: /00717/ 00580			Deed2:				
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2016		07/01/2017			
County:		670		0.00		52,800.00			
State:		670		0.00		52,800.00			
Municipal:		670		0.00		52,800.00		0.00 52,800.00	
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Homestead Application Information									
Homestead Application Status: No Application									

Taxes
 2010 - 2016 = 3757.94
 Utilities = 254.08

Item # 10

City of Cumberland **Live**
9/21/16

PROPERTY TAX SYSTEM

TA0080S1

Inquiry

Prop#..: 22-005537
Owner..: ARNOLD DEBRA K
Address: 408 N BROADWAY ST
Mail To: ARNOLD DEBRA K
PO BOX 57

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 9/21/2016
Total Billed: 10,884.42
Tot. Dsc App: .00
Total Paid..: 4,345.13
Total Due W/SC: 6,539.29

Phone..: SPRING GAP MD 21560-0057

Enter Option: _

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2016	1	1	201611101	509.73	.00	.00	.00	509.73
-	2015	1	1	201511112	509.73	.00	122.28	.00	632.01
-	2014	1	1	201410898	529.04	.00	253.92	.00	782.96
-	2013	1	1	201310885	529.04	.00	380.88	.00	909.92
-	2012	1	1	201210865	529.04	.00	507.83	.00	1036.87
-	2011	1	1	201110747	590.25	.00	708.60	.00	1298.85
-	2010	1	1	201010704	561.11	.00	807.84	.00	1368.95
-	2009	1	1	200910697	531.99	.00	.00	531.99	.00

0.*

509.73+
509.73+
529.04+
529.04+
529.04+
590.25+
561.11+

007

3,757.94*

UT0070S1

-Transaction Inquiry-----UT7010S1-

Account#: 240240008 16300 Current Balance . : 254.08
 Name . : PHILLIP W ADAMS
 Address : 408 BROADWAY ST *****

Type options, press Enter.

Reset: _____

5=Detail 6=Reprint Bill 11=Meter History 16=Other Charges

More: +

Opt	Type	Date	Amount	Posted	Due Date	Balance
—	Penalty	9/03/2015	4.81	9/03/2015		254.08
—	Penalty	7/29/2015	4.81	7/29/2015		249.27
—	Final Bill	7/02/2015	56.05	7/02/2015	7/24/2015	244.46
—	Bill	6/11/2015	98.66	6/11/2015	7/02/2015	188.41
—	Payment	6/09/2015	84.32-	6/10/2015		89.75
—	Penalty	6/05/2015	3.38	6/05/2015		174.07
—	Bill	5/14/2015	86.37	5/14/2015	6/04/2015	170.69
—	Penalty	5/08/2015	1.65	5/08/2015		84.32
—	Payment	5/04/2015	65.28-	5/05/2015		82.67
—	Bill	4/16/2015	114.63	4/17/2015	5/07/2015	147.95

More...

-F3=Exit, . . F5=Refresh, . . F7=Event History, . . F8=Account, . . F22=More Keys-----

Real Property Data Search (w1)

Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Account Identifier:		District - 22 Account Number - 007246			
Owner Information					
Owner Name:		CUMB NEIGHBORHOOD HOUSING SERVICES INC		Use: RESIDENTIAL	
Mailing Address:		400 N MECHANIC ST CUMBERLAND MD 21502		Principal Residence: NO	
				Deed Reference: /02223/ 00170	
Location & Structure Information					
Premises Address:		410 N WAVERLY TER CUMBERLAND 21502-0000		Legal Description: 410 N WAVERLY TERR EASTERN ADDN 35X67	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section: Block: Lot:
0105	0000	0019		0000	
				Assessment Year:	Plat No: Plat Ref:
				2015	
Special Tax Areas:		Town: CUMBERLAND			
		Ad Valorem:			
		Tax Class:			
Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area	Property Land Area	County Use	
			2,345 SF		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage Last Major Renovation
Value Information					
		Base Value	Value As of 01/01/2015	Phase-in Assessments As of 07/01/2016 As of 07/01/2017	
Land:		1,700	1,400		
Improvements		0	0		
Total:		1,700	1,400	1,400	1,400
Preferential Land:		0			0
Transfer Information					
Seller: CUMB MAYOR-CITY COUNCIL		Date: 06/22/2016		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /02223/ 00170		Deed2:	
Seller: KIMBLE, ARNOLD D SR & JR &		Date: 03/24/1997		Price: \$2,204	
Type: NON-ARMS LENGTH OTHER		Deed1: /00647/ 00088		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class		07/01/2016	07/01/2017
County:		000		0.00	
State:		000		0.00	
Municipal:		000		0.00 0.00	0.00 0.00
Tax Exempt Exempt Class:		Special Tax Recapture: NONE			
Homestead Application Information					
Homestead Application Status: No Application					

Item # 10

COST # 13813

May 17, 2016

Proposed transfer to Cumberland Neighborhood Housing Services:

BALTIMORE AVE. PROJECT

Map	Parcel	Tax ID #	Liber / Folio	Description	
105	0020	2-2007254	640/471	400-402 Waverly Terrace	✓ 270216001
105	0194	2-2012940	2050/077	345 Baltimore Avenue	✓ 320012006
105	0193	2-2007513	2050/077	343 Baltimore Avenue	✓ 320010000
105	0020	2-2007262	647/088	406 N. Waverly Terrace	no water acct
105	0026	2-2009931	576/155	314 Waverly Terrace	✓ 270228006
105	0196E	2-2016776	1991/112	351 Baltimore Avenue	no water acct
105	7096E	2-2007149	1991/112	E/S Baltimore Avenue	no water acct
105	0019	2-2007246	647/088	410 Waverly Terrace	✓ 270214006
105	0022	2-2005626	659/524	324 N. Waverly Terrace	✓ 270218007
105	0023	2-2008927	659/524	320-322 N. Waverly Terrace	✓ 270222009
105	0021	2-2003496	629/550	RR 324 N. Waverly Terrace	✓ 270220003
105	195	2-2003011	710/659	347 Baltimore Avenue	✓ 320012006
105	0057F	2-3011719	2052/418	474-476 Baltimore Avenue	✓ 320098005
105	0031F	2-3011433	1768/134	470 Baltimore Avenue	✓ 320102005
105	0063F	2-3005999	721/804	458-460 Baltimore Avenue	✓ 320110008
105	0030F	2-3014130	2054/494	472 Baltimore Avenue	✓ 320100009
105	0061F	2-3012774	721/815	464 Baltimore Avenue	✓ 320107996
105	0056F	2-3014114	1938/426	478-480 Baltimore Avenue	✓ 320096009
105	0064F	2-3011999	2118/278	454-456 Baltimore Avenue	✓ 320114000
105	0201	2-2012533	2174/109	443 Baltimore Avenue	✓ 320020009
105	0062F	2-3004178	721/804	462 Baltimore Avenue	✓ 320108002
105	0197	2-2007157	1991/112	E/S Baltimore Avenue	no water acct
105	7098	2-2016784	1991/112	.08A E/S Baltimore Avenue	no water acct
105	0198	2-2007173	1991/112	E/S Baltimore Avenue	no water acct
105	0199	2-2007130	1991/112	RR 351 Baltimore Avenue	no water acct
105	0200	2-2007181	1991/112	427 Baltimore Avenue	no water acct

✓cm
6/16/16

CITY CUMBERLAND

6/16/16

Work with Accounts

UT0865S1

-Work with Account, Customer-----UT2435S1-

Account: 270214006
 Address: 410 WAVERLY TERR
 CUMBERLAND, MD 21502

Type options, press Enter.
 2=Change 4=Delete 5=Display 6=Print 17=Address Services

Opt	---Customer---	Account Balance	Move In Date
—	13813 CUMBERLAND NEIGHBORHOOD HOUSING,	.00	5/17/2016
—	4278 KIMBLE,A,D,	2396.52	1/01/1950

Bottom

-F3=Exit, . . F5=Refresh, . . F12=Cancel, . . F15=My Activities-----

Real Property Data Search (w1)

Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
Account Identifier:		District - 22 Account Number - 010786							
Owner Information									
Owner Name:		MAYOR & CITY COUNCIL OF CUMB			Use: Principal Residence:		EXEMPT NO		
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-			Deed Reference:		/02237/ 00127		
Location & Structure Information									
Premises Address:		500 KINGSLEY AVE CUMBERLAND 21502-0000			Legal Description:		500 KINGSLEY AVE 52X36 52		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No: Plat Ref:
0105	0022	0304E		0000				2015	
Special Tax Areas:				Town:		CUMBERLAND			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1890		924 SF				1,872 SF			
Stories	Basement	Type		Exterior	Full/Half Bath	Garage	Last Major Renovation		
2	NO	STANDARD UNIT		SIDING	1 full				
Value Information									
		Base Value		Value		Phase-in Assessments			
				As of		As of		As of	
				01/01/2015		07/01/2016		07/01/2017	
Land:		3,000		1,600					
Improvements		25,400		22,900					
Total:		28,400		24,500		24,500		24,500	
Preferential Land:		0						0	
Transfer Information									
Seller: TALKINGTON HAROLD I III				Date: 08/23/2016		Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /02237/ 00127		Deed2:			
Seller: TALKINGTON, HAROLD I				Date: 05/10/2004		Price: \$21,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /00730/ 00149		Deed2:			
Seller: REDMAN, LOUIS D-DOROTHY L				Date: 06/06/2003		Price: \$20,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /00717/ 00667		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class			07/01/2016		07/01/2017		
County:		670			0.00		24,500.00		
State:		670			0.00		24,500.00		
Municipal:		670			0.00 24,500.00		0.00 24,500.00		
Tax Exempt:				Special Tax Recapture:					
Exempt Class:				NONE					
Homestead Application Information									
Homestead Application Status: No Application									

Item # 10

City of Cumberland **Live**
9/21/16

PROPERTY TAX SYSTEM

TA0080S1

Documents Exist

Prop#...: 22-010786
Owner...: TALKINGTON HAROLD I III
Address: 500 KINGSLEY AV
Mail To: TALKINGTON HAROLD I III
222 CARROLL ST

Inquiry

School Dist.: CUMB SCHLS
F22=Add'l Info

Phone...: CUMBERLAND

MD 21502-

Payoff Date : 9/21/2016
Total Billed: 5,879.36
Tot. Dsc App: .00
Total Paid...: 2,743.23
Total Due W/SC: 3,136.13

Enter Option: __

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2016	1	1	201611349	236.52	.00	.00	.00	236.52
-	2015	1	1	201511357	236.52	.00	56.76	.00	293.28
-	2014	1	1	201411137	274.17	.00	131.52	.00	405.69
-	2013	1	1	201311124	273.21	.00	196.56	.00	469.77
-	2012	1	1	201211106	272.24	.00	261.12	.00	533.36
-	2011	1	1	201110983	271.37	.00	325.80	.00	597.17
-	2010	1	1	201010936	246.10	.00	354.24	.00	600.34
-	2009	1	1	200910929	220.84	.00	4.42	225.26	.00

Taxes 2010 - 2016 = 1810.13

Utilities = 1162.13

UT0070S1

Transaction Inquiry

UT7010S1

Account#: 290180007 4473
 Name : HAROLD TALKINGTON
 Address : 500 KINGSLEY PL

Current Balance : 1,162.13

Type options, press Enter.

5=Detail 6=Reprint Bill

11=Meter History

16=Other Charges

Reset: _____

More: +

Opt	Type	Date	Amount	Posted	Due Date	Balance
—	Bill	9/15/2016	.00	9/15/2016	10/06/2016	1162.13
—	Penalty	9/02/2016	7.69	9/02/2016		1162.13
—	Bill	8/11/2016	.00	8/11/2016	9/01/2016	1154.44
—	Penalty	8/05/2016	7.69	8/05/2016		1154.44
—	Bill	7/14/2016	.00	7/15/2016	8/04/2016	1146.75
—	Penalty	7/08/2016	7.69	7/08/2016		1146.75
—	Bill	6/16/2016	.00	6/16/2016	7/07/2016	1139.06
—	Penalty	6/03/2016	7.69	6/03/2016		1139.06
—	Bill	5/12/2016	.00	5/12/2016	6/02/2016	1131.37
—	Penalty	5/06/2016	7.69	5/06/2016		1131.37

More...

-F3=Exit, . . F5=Refresh, . . F7=Event, History, . . F8=Account, . . F22=More, Keys

CITY, CUMBERLAND

UT0865S1

-Display Account Customer History-----UT7033S1-

-Work with Account Customer-----UT2435S1-

Account: 300052006
 Address: 508 PARK ST 1 STOP
 CUMBERLAND, MD 21502

Type options, press Enter.

2=Change 4=Delete 5=Display 6=Print 17=Address Services

---Customer---			Account	Move In
Opt	Number	Name	Balance	Date
—	17958	CUMBERLAND ECONOMIC DEVELOP. COR	.00	4/22/2016
—	12155	MILLER,BRIAN,E,	33.98	11/21/2005
—	4514	HOWELL,DARREN,,	.00	1/01/1950

Bottom

-F3=Exit, F5=Refresh, F12=Cancel, F15=My Activities-----

-Display Account-

-UT7031S1-

Account# . . . : 300052006 17958
 Account Status: I Inactive
 Address . . . : 508 PARK ST 1 STOP
 Zip Code . . . : 21502 Delivery Point: 08
 Carrier Route : Life Support : No
 Service Type : B WaterSewer Customer Type : CI Commercial
 Rental . . . : No # of Units . . : 2.0
 Venue : CUMB CUMBERLAND Property # . . : 22006878
 Date Moved In : 4/22/2016 Friday

Customer Name : CUMBERLAND ECONOMIC DEVELOP. CORP,,,
 Customer # . . : 17958 Phone #:

Owner Name . . : CUMBERLAND ECONOMIC DEVELOP. CORP,,,
 Owner # : 17958 Phone #: Default Cust: No

F4=Messages F5=Credit Hist F6=Geo Inq F7=Budget F8=Paym Plan
 F9=Work Orders F10=Bank F11=Mtr Hist F14=Billing F15=Meter Serv
 F16=Other Chgs F17=Mailing Addr F18=Transactions F21=Deposits
 F22=Additional Info F24=Documents

-F3=Exit, . . F12=Cancel, . . F19=Aging Balance, . . F20=Shut Off-

-Display Account-----UT7031S1-
 -Transaction Inquiry-----UT7010S1-

Account#: 300114004 17958 Current Balance . : 54.96
 Name . : CUMBERLAND ECONOMIC DEVELO
 Address : 210 CECELIA ST

Type options, press Enter. Reset: _____
 5=Detail 6=Reprint Bill 7=Reverse 11=Mtr Hist 16=Other Charges

Opt	Type	Date	Amount	Posted	Due Date	Balance
—	Penalty	9/02/2016	1.08	9/02/2016		54.96
—	Bill	8/11/2016	53.88	8/11/2016	9/01/2016	53.88

Bottom

-F3=Exit, . . . F5=Refresh, . . . F6=Add Adjust, . . . F7=Event History, . . . F22=More Keys-----

w World Systems
29/16

Work With Documents

COUNT: 300114004

I -Free Form Document-----AU2346S1-

8/8/16 Cathy @ Twigg called to advise 20160808.ABI More: + -
that city purchased property.

MSDAT shows property transferred 6/22/16-
0 Bob Rider said they were not called to shut water off.
5 cm

used water until 7-13-16

F -F3=Exit, F6=Print, F12=Cancel-----

Real Property Data Search (w3)

Guide to searching the database

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
Account Identifier:		District - 22 Account Number - 002457							
Owner Information									
Owner Name:		CUMBERLAND ECONOMIC DEV CORP			Use:		RESIDENTIAL NO		
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-			Principal Residence:		NO		
					Deed Reference:		/02223/ 00175		
Location & Structure Information									
Premises Address:		210 N CECELIA ST CUMBERLAND 21502-0000			Legal Description:		210 CECELIA ST 46X100 110		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No: Plat Ref:
0105	0021	0235		0000				2015	
Special Tax Areas:				Town:		CUMBERLAND			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1910		2,118 SF				4,856 SF			
Stories	Basement	Type		Exterior	Full/Half Bath	Garage	Last Major Renovation		
2 1/2	YES	STANDARD UNIT		SIDING	3 full				
Value Information									
		Base Value		Value As of		Phase-in Assessments			
				01/01/2015		As of		As of	
						07/01/2016		07/01/2017	
Land:		4,800		4,300					
Improvements		30,100		30,100					
Total:		34,900		34,400		34,400		34,400	
Preferential Land:		0						0	
Transfer Information									
Seller: JABER CHAKIB-JINAN				Date: 06/22/2016		Price: \$85,000			
Type: ARMS LENGTH IMPROVED				Deed1: /02223/ 00175		Deed2:			
Seller: SBN REO LLC				Date: 04/23/2010		Price: \$38,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /01683/ 00387		Deed2:			
Seller: IERARDI, MARIO 1996				Date: 08/21/2009		Price: \$40,500			
REVOCABLE TR				Deed1: /01621/ 00262		Deed2:			
Type: NON-ARMS LENGTH OTHER									
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2016		07/01/2017			
County:		000		0.00					
State:		000		0.00					
Municipal:		000		0.00 0.00		0.00 0.00			
Tax Exempt:				Special Tax Recapture:					
Exempt Class:				NONE					
Homestead Application Information									
Homestead Application Status: No Application									



Regular Council Agenda
October 4, 2016

Description

Order accepting the bid of First Fruits Excavating, Inc. for negotiated conduit work associated with the "Washington Street Lighting Improvements Project - Phase I" in the lump sum amount not to exceed \$225,500, and rejecting all other bids

Approval, Acceptance / Recommendation

Bids for the Washington Street Lighting Improvements Project - Phase I were opened on August 24, 2016 and both of the bids received were over \$400,000, an amount which was well over the expected budget for this project. Based on the direction provided by Council, John DiFonzo, City Engineer, worked with the low bidder, First Fruits Excavating of Ridgeley, WV, to negotiate work that would allow just the conduit to be installed in a way that will insure that the lighting project can be completed after Washington Street is paved. The conduit will be installed at a depth of 18"-20" and patching over the conduit will be reduced to 4" of bituminous concrete since the entire street will be paved after the conduit is installed. Work is expected to be completed this season and First Fruits Excavating has agreed to a negotiated lump sum price of \$225,500 for installation of the conduit.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$225,500

Source of Funding (if applicable)

State Bond Funding - \$90,000

Balance - Pavement Management Program

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

ORDER NO. _____

DATE: October 4, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the bid of First Fruits Excavating, Inc., 407 Plum Rum Road, Ridgeley, WV 26753, for negotiated conduit work associated with the Washington Street Lighting Improvements Project- Phase I be and is hereby accepted in the lump sum amount not to exceed Two Hundred Twenty-Five Thousand, Five Hundred Dollars and No Cents (\$225,500.00); and

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

Mayor Brian K. Grim

Bids

<i>Company</i>	<i>Bid</i>	<i>Negotiated work</i>
Carl Belt, Inc.	\$ 414,500.00	
First Fruits Excavating	\$ 406,515.00	\$ 225,500.00

Fund:

State Bond - \$90,000

Balance – Pavement Improvement Program

Washington Street Lighting Improvements - Phase I

Bid Opening: August 24, 2016 - 2:30 p.m., City Hall Council Chambers

Company	Lump Sum Bid	Affadavit	Bid Bond
Carl Belt, Inc. 11521 Milnor Avenue PO Box 1210 Cumberland, MD 21502	\$ 414,500.00	Yes	Yes
First Fruits Excavating, Inc. 407 Plum Run Road Ridgeley, WV 26753	\$ 406,515.00	Yes	Yes

Departments will review all proposals and provide a recommendation to the Mayor and City Council for award of the project based on the lowest and most responsive bid received.



Regular Council Agenda
October 4, 2016

Description

Order authorizing the execution of a Parking Lease with the State of MD for the MD Department of Education, Division of Rehabilitation Services, for the use of 4 parking spaces in the George Street Garage at the cost of \$2,640 annually, with a 3-year term and the option to renew for one additional 3-year term upon mutual consent

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: October 4, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the Mayor be and is hereby authorized to execute a Standard State of Maryland Parking Lease Form between the Mayor and City Council of Cumberland and the State of Maryland on behalf of the MD Department of Education, Division of Rehabilitation Services, for the use of four (4) parking spaces in the George Street Garage at the cost of Two Thousand, Six Hundred Forty Dollars (\$2,640.00) annually; and

BE IT FURTHER ORDERED, that this lease shall be for a term of three (3) years commencing August 16, 2016 and shall be renewable for one (1) additional term of three (3) years upon mutual consent of both parties.

Mayor Brian K. Grim

STANDARD STATE OF MARYLAND PARKING LEASE FORM
OTHER GOVERNMENTAL AGENCY
(FORM DGS-680-3D)
(Created 12/99)

THIS AGREEMENT, prepared this _____ day of _____, Two Thousand Sixteen, between the Mayor and City Council of Cumberland, Maryland, hereinafter called the Lessor, and State of Maryland, hereinafter called the Lessee to the use of the Maryland Department of Education, Division of Rehabilitation Services.

Name of Lessor: Mayor and City Council of Cumberland
c/o George Street Parking Garage
Address of Lessor: 10 S. George Street
City, State, Zip Code: Cumberland, Maryland 21501-1702
Person to contact in Lessor's office: Jeff Rhodes, email: jeff.rhodes@maryland.gov
Number to contact for problems: 301-759-6473

1.1. Lessor demises and leases unto Lessee for its employees use, four (4) parking spaces located at 10 S. George Street, Cumberland, Maryland 21501 (hereinafter referred to as the "Demised Premises").

1.2. The term of the Lease is three (3) years and zero (0) months and commences August 16, 2016.

1.3.1 The rent and expense payments for services due by Lessee to Lessor are Two Thousand Six Hundred Forty Dollars and Zero Cents (\$2,640.00) per annum payable in advance in equal monthly installments of Two Hundred Twenty Dollars and Zero (0) Cents (\$220.00). The Lessor's Federal Identification Number is 52-6000786.

1.3.2 Lessee will not automatically pay the rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit") listed in paragraph 2 below for the amounts set forth in paragraph 2.

1.3.3 Rental payments shall be payable at the office of the Lessor, during normal business hours and shall be due payable on the first day of the month.

1.3.4 If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Lease succeeding the first fiscal period, this Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Lessor's rights under any termination clause in this Lease. The effect of termination of the Lease hereunder will be to discharge both the Lessor and the State from future performance of the Lease, but not from their rights and obligations existing at the time of termination. The Lessor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Lease. The State shall notify the Lessor as soon as it has knowledge that funds may not be available for the continuation of this Lease for each succeeding fiscal period beyond the first.

1.3.5. All invoices for rent or other expenses submitted pursuant to this Lease shall be submitted directly to the appropriate Unit(s) listed in paragraph 2 below unless otherwise specifically provided for herein.

1.3.6 All invoices shall be made out to the Unit and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works number and date indicated at the end of this Lease; type of billing (i.e. "Rent"); the Federal Employers ID Number or Social Security Number; additional information as may be specifically required elsewhere in this Lease.

1.3.7 Payments to the Lessor pursuant to paragraph 1.3.1 of this Lease shall be made no later than 30 days after the State's receipt of a proper invoice from the Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

2. The State of Maryland, as Lessee, will assign the use of the Demised Premises to the following of its Units.

<u>Department</u>	<u>Unit</u>	<u>No. of Spaces</u>	<u>Monthly Rent</u>
MSDE	DORS	4	\$220.00

3.1 Lessee may assign or sublet any or all of the parking spaces but assigning or subletting shall only be allowed upon written consent of the Lessor, whose consent shall not be unreasonably withheld.

3.2 Use of the parking space by a Unit(s) of the State of Maryland other than the Unit(s) designated in paragraph 2 above is not an assignment or a subletting as provided in paragraph 3.1 and may be done at the discretion of the Lessee.

4. Lessor shall maintain the Demised Premises in reasonably good condition and provide for snow removal or plowing during the winter months.

5. The Lessor guarantees that there will be made available, between the hours of 7:00 A.M. and 7:00 P.M. the number of spaces as called for in this Agreement, Monday through Friday except legal State holidays.

6. The Lessee recognizes that the Lessor shall not be responsible for the loss of or damage to the vehicles or to articles of personal property left in vehicles assigned to the Demised parking area.

7. The Lessee will issue an identification card to be displayed in view on the vehicles at all times while on the Demised Premises. The Lessor shall be responsible to assure that only authorized vehicles, assigned by the Lessee, are parked at the spaces provided.

8. The State exercises its right of not paying local taxes.

9.1 Upon the mutual consent of the parties, Lessee has an option to renew this Lease one (1) time for a term of three (3) years.

9.2 If during the term of this Lease the Demised Premises are so injured by fire or otherwise that the Demised Premises are rendered wholly unfit for use by Lessee and said Demised Premises cannot be repaired within sixty (60) days from the happening of such injury, then the Lessee shall have the option to declare this Lease void from the date of such injury. In such cases, Lessee shall pay the rent apportioned to the time of injury and shall surrender to the Lessor, who may enter upon and repossess the Demised Premises. If the injury is such that the Demised Premises can be repaired within sixty (60) days thereafter, Lessor shall enter and repair with reasonable promptitude, and this Lease shall not be affected except that the rent shall be suspended while such repairs are being made. In case of an injury which shall not render the Demised Premises unfit for occupancy, this Lease shall not be affected, but Lessor may enter upon, and shall repair the said Demised Premises with reasonable promptitude.

9.3. This Lease and the tenancy hereby created shall cease and terminate at the end of the above term, or any renewal term, without the necessity of any further notice from either the Lessor or the Lessee to terminate the same and the continued occupancy of the Demised Premises by the Lessee after the expiration of said term shall not operate to renew this Lease for said term or any part thereof or render the Lessee liable for double rent. Notwithstanding the foregoing the Lessee reserves the absolute right to extend the lease term for a period not to exceed six (6) months. In the event of an extension over by the Lessee, the Lessee shall be and remain liable to the Lessor for rent for the Demised Premises for the time the same are actually occupied by the Lessee, said rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the extension period; but nothing herein shall confer upon the Lessee any right to remain on the Demised Premises beyond six (6) months after termination, except with the consent of the Lessor.

10. The waiver at any time by the Lessor or the Lessee of any particular covenant or condition of the Lease shall extend to the particular case only, for the particular time and in the

condition of the Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights by any character whatever.

11. Lessor agrees that the terms of this Lease are covered by the provisions of State Finance and Procurement Article, Section 12-205 of the Annotated Code of Maryland and therefore asserts that the annual rent does not exceed fifteen per cent (15%) of the fair market value of the rented Demised Premises at the date of the Lease.

12. The Lessor guarantees that the Demised Premises comply in all respects for the full term of the Lease and all extensions thereof and any holdover period under Section 9.3 of this Lease with (a) the Maryland Building Performance Standards of the Annotated Code of Maryland, Subtitle 4; (b) The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.), as amended; and (c) the Occupational Safety and Health Standards of the State of Maryland and the United States, including but not limited to the presence of friable asbestos or other hazardous materials or chemicals, and other (d) applicable law.

13.1 For inquiries concerning the performance of the Lessee's obligations under this Lease, Lessor shall contact Lessee's Facility Manager.

13.2 For inquiries concerning interpretation or modification of the Lease, and inspection of the Demised Premises Lessor shall contact Lessee's Chief, at the Lease Management and Procurement Division, Office of Real Estate, Department of General Services.

14. Time is of the essence and occupancy on the date specified in this Agreement is the essence of this Agreement to the Lessee. If, due to its own fault or negligence, Lessor does not have the Demised Premises available for use by Lessee on the date specified in this Agreement, or within five (5) days after Lessor is notified that this Lease is approved by the Board of Public Works, whichever shall later occur, Lessor agrees to pay liquidated damages to Lessee in an amount equal to the rent for the Demised Premises during the period that the Demised Premises are unavailable to the Lessee, and the rent due from Lessee shall be abated until occupancy.

15. No employee of the State of Maryland, or any Unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Lease, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland, or any Unit thereof.

16. The provisions of this Lease shall be governed by the laws of the State of Maryland.

17. The Lessor agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this clause.

18. The Lessor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Lessor, to solicit or secure this Lease, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Lease.

19. This Lease may be terminated by the Lessee in accordance with this clause, in whole, or from time to time in part, whenever the Lessee shall determine that such termination is in the best interest of the Lessee. The Lessee will pay all reasonable costs associated with this Lease that the Lessor has incurred up to the date of termination and all reasonable costs associated with this Lease. However, the Lessor shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties,

shall be governed by the provisions of COMAR 21.07.01.12A(2).

20. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Lease are applicable to this Lease.

21. The Lessor shall retain and maintain all records and documents relating to this Lease for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

22. The Lessor hereby represents and warrants that:

A. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Lease.

B. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and

C. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

23. The Lessor agrees to fully complete, execute and comply with the "Lease Affidavit", "Addendum A", which is attached hereto and fully incorporated as a part of this Lease by reference thereto.

24.1 This Lease contains by reference and is incorporated herein as if it were fully set out, the contents of the Department of General Services Lease Specifications and Requirements.

24.2 This Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Lease.

24.3 This Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Lease is signed and executed.

24.4 This Lease contains additional provisions set forth on the following addendum attached hereto, and made a part of this Lease:

25. As a condition of entering into this agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against the Landlord under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Landlord agrees to: provide to the State within 60 days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Landlord has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the contractor on each subcontract or supply contract. The Landlord further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The Landlord understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

As a condition of entering into this agreement, the Landlord represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19

of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Landlord may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Landlord retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Landlord understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Landlord from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

As a condition of entering into this agreement, the Landlord represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this agreement shall include a clause identical to paragraph above.

(a) Addendum "A" - Lease Affidavit which must be fully completed by Lessor.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns set their hand and seal on the day and year first above written.

LESSOR: MAYOR and CITY COUNCIL OF CUMBERLAND, Maryland

ATTEST: _____ **By:** _____ **(SEAL)**
Brian K. Grim, Mayor

LESSEE: The State of Maryland, Maryland State Department of Education Division of Rehabilitation Services

ATTEST: _____ **By:** _____ **(SEAL)**
Suzanne R. Page, Asst. State Superintendent

Execution of the above Lease was authorized and approved by the Board of Public Works at a meeting held on _____ as Item _____-L_____.

Department of General Services
Office of Real Estate

This lease is hereby approved for Form and Legal Sufficiency by ROBERT A. MCFARLAND Assistant Attorney General, on June 20, 2016.


Assistant Attorney General

AFFIDAVIT
(State as Lessee -Intergovernmental Lease)
(Revised 8/96)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (governmental entity) _____ and that I possess the legal authority to make this Affidavit on behalf of the governmental entity for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: to the best of my knowledge, information, and belief, neither the above entity [as defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland], nor any of its officials, officers, agencies or employees directly involved in obtaining or performing contracts with public bodies [as defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland], has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the names(s) of person(s) involved, and their current positions and responsibilities with the entity]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT: to the best of my knowledge, information and belief, neither the above entity, nor any of its officials, officers, agencies or employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute;
- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961, et seq. or the Mail Fraud Act, 18 U.S.C. §§1341, et seq. for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c) or (d) above;
- (f) Been found civilly liable under a state or federal anti-trust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved, and their current positions and responsibilities with the business, and the _____ status of any debarment]:

D. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT THIS AFFIDAVIT is to be furnished to the State of Maryland and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of a bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, and any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____

BY:

(Authorized Representative and Affiant)

Printed or Typed Name



Regular Council Agenda
October 4, 2016

Description

Order authorizing the execution of an Art Easement Agreement with CSB, LLC for the placement of artwork on 157 Baltimore Street for a period of 5 years, with automatic renewals of 5 years unless terminated by the provisions of the Agreement

Approval, Acceptance / Recommendation

An Art Easement Agreement for the placement of art signage at 55 Baltimore Street had previously been approved by the Mayor and Council, but it was determined that the signage would not be able to be viewed adequately from I-68.

With the consent of CSB, LLC (Rehab First Building), the signage will instead be located on the side of the building located at 157 Baltimore Street.

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: October 4, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the Mayor be and is hereby authorized to execute an Art Easement Agreement by and between the Mayor and City Council of Cumberland and CSB, LLC for the placement of artwork on the building located at 157 Baltimore Street for a period of five (5) years and shall automatically renew for additional five (5) year terms unless terminated by the provisions of the Agreement.

Mayor Brian K. Grim

ART EASEMENT AGREEMENT

THIS ART EASEMENT AGREEMENT (“Agreement”), effective _____, 2016, is made by and between **CSB, LLC** (the “Property Owner”) and the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the “City”).

Recitals:

WHEREAS, the Property Owner owns the real property and the improvements thereon located at 157 Baltimore Street, Cumberland, MD 21502 (the “Property”) which is described in the deed from Sunset View Real Estate and Development Property to the Property Owner, dated July 11, 2003 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 718, folio 844;

WHEREAS, the City desires to place a piece of publicly commissioned art described in the Exhibit A attached hereto (hereinafter referred to as the “Artwork”) on the western wall of the structure on the Property in the approximate location shown on the said Exhibit A; and

WHEREAS, the Property Owner, in recognition of the aesthetic enhancement the Artwork will provide for its benefit as well as that of the citizens of the City of Cumberland and other passersby, is willing to allow the City an easement to display the Artwork on the Property and for the other purposes described hereinafter subject to the hereinafter set forth terms and conditions.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Property Owner agree as follows:

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

2. **Grant of Easement.** The Property Owner gives, grants and conveys to the City, its successors and assigns, an easement for the purpose of installing, repairing, maintaining, operating, exhibiting and removing the Artwork on the Property at the location described in the Recitals above or at such other locations on the Property as may be agreed upon by the Property Owner and the City in writing. For the purpose of agreeing to an alternate location, the City designates the Executive Director of the City of Cumberland Downtown Development Corporation as its agent for the purpose of agreeing to alternate locations for the Artwork.

3. **Term of Agreement.** This Agreement shall commence upon the effective date set forth in the introductory paragraph of this Agreement and shall continue for a period of five (5) years thereafter unless terminated sooner as provide in section 4. Unless terminated as provided in section 4, this Agreement shall automatically renew for successive five (5) year terms.

4. Termination.

4.1. Either party may terminate this Agreement effective the end of the initial term or any renewal term by providing the other party with written notice of the termination no later than thirty (30) days prior to the end of the then-current term.

4.2. This Agreement may be terminated by the Property Owner with the City's written consent upon the Property Owner's showing of any of the following: (i) that the Property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; (ii) that financing secured by the Property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; (iii) that the Property is to be substantially remodeled or altered in a way that precludes the continued display of the Artwork at the location shown on the Exhibit A attached hereto; or (iv) that circumstances have materially changed and the continued existence of the easement substantially impedes the Property Owner's reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon the Property Owner's satisfactory demonstration of any of the foregoing conditions of termination.

4.3. The City may terminate the easement at any time at its sole discretion upon 30 days written notice to the Property Owner. Should the City elect to exercise this right of termination, City expressly agrees and warrants that the Artwork shall be removed and the Property restored to its prior condition. Such removal shall occur within 60 days of the termination of the easement, unless this period is extended in writing by the parties.

5. **Maintenance and Removal of Artwork.** The City shall be responsible for the maintenance and repair of the Artwork during the term of this Agreement. In the event the Artwork is damaged during the term of this Agreement, the City reserves the right to replace it. Upon the expiration or termination of this Agreement, at its expense, the City shall remove the Artwork from the Property and restore it to a reasonable facsimile of the condition it was in just prior to the placement of the Artwork thereon. Such removal and restoration shall be effected no later than sixty (60) days from the date of the expiration or termination of this Agreement unless the parties agree in writing the written extension of this time frame.

6. **Property Owner's Covenants.** The Property Owner covenants with the City and agrees that:

(a) It will not permit any other works of art, billboards or other media to be displayed on the wall where the Artwork is displayed without the prior written approval of the City; and

(b) It will not permit any shrubs, trees, vines, or other vegetation, or other signs or billboards to be planted or grow on the Property nor shall it permit any structures to be erected thereon which would obstruct or materially impair the visibility of the Artwork.

7. **Right of Entry.** The City shall have the right to enter onto the Property weekdays from between 8:00 a.m. and 5:00 p.m. for any and all of the purposes described in this Agreement.

To the Property Owner:
CSB, LLC
157 Baltimore Street
Cumberland, MD 21502
ATTN: William E. Freas, CEO

Such requests, approvals, consents, notices and other communications shall be deemed to have been effected on the date of mailing if mailed or on the date of delivery if hand delivered.

16. Recordation. This Agreement may be recorded among the Land Records of Allegany County, Maryland. The party who records it shall bear the costs of recordation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above intending that it be an instrument under seal.

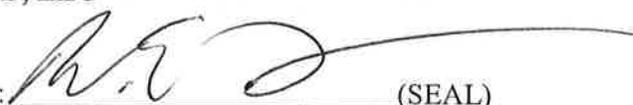
WITNESS/ATTEST:

**MAYOR AND CITY
COUNCIL OF CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____ (SEAL)
Brian K. Grim, Mayor



CSB, LLC
By:  (SEAL)
William E. Freas,
Chief Executive Officer

It may enter onto the Property at such other times as the Property Owner may allow.

8. **Assignment.** This Agreement shall not be subject to assignment except upon the written consent of the Property Owner.

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

10. **Maryland Law Applies.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. Any litigation arising out of or concerning its terms shall be commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such courts constitute inconvenient fora or improper venues.

11. **Binding Effect.** This Agreement shall be binding upon the parties hereto and, as applicable, each of their respective heirs, personal representatives, administrators, executors, successors and assigns as well as the Property Owner's successors in title. The covenants contained herein shall be deemed to touch, concern and run with the land of the Property.

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

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

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

15. **Notices.** All requests, approvals, consents, notices and other communications required to be given in writing under the terms hereof shall be properly given only if hand-delivered or delivered by United States Post Office or overnight courier and addressed as follows:

To the City:

City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
ATTN: City Administrator

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Brian K. Grim**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland and made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **William E. Freas**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Chief Executive Officer of CSB, LLC a Maryland limited liability company, and acknowledged the foregoing to be the act and deed of the said limited liability company and made oath that he/she is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires: 12.09.19

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

MICHAEL SCOTT COHEN

EXHIBIT A





Regular Council Agenda
October 4, 2016

Description

Order accepting the bid of Duncan Tree Care for the Fall 2016 Tree Removal Project (15-16-M) in the estimated unit price of \$16,100 and rejecting all other bids

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to award the 2016 Fall Tree Removal Project (15-16-M) to the low responsive bidder Duncan Tree Care in the estimated unit price of \$16,100.00. This contract is for the removal and stump grinding of 16 street trees throughout the city. One other bid was received from Pittman's Tree and Landscaping, Inc. but was rejected for not providing the required 5% bid bond.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$16,100.00

Source of Funding (if applicable)

GL 001.080P.63000/ 080P.010T

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

ORDER NO. _____

DATE: October 4, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the bid of Duncan Tree Care, 20801 Charlestown Road, SW, Lonaconing, MD 21539, for the Fall 2016 Tree Removal Project (15-16-M) be and is hereby accepted in the estimated unit price of Sixteen Thousand, One Hundred Dollars and No Cents (\$16,100.00); and

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

Mayor Brian K. Grim

Bids:

<i>Company</i>	<i>Bid Amount</i>
Pittman Tree & Landscaping (Bid Rejected – No Bid Bond Submitted)	\$44,688.98
Duncan Tree Care	\$16,100.00

Budget: GL 001.080P.63000/ 080P.010T

Project Information

Project Title: 2016 Fall Tree Removal
 Project Description: Removal of Various Street Trees

City Project: 15-16-M
Bid Opening

Date and Time: September 28 @ 2:30 PM

Location: Council Chambers, City Hall, Cumberland, MD 21502

Ducan Tree Care

Pittman's Tree & Landscaping, Inc

20801 Charlestown RD
 Lonaconing, MD 21539

P.O. Box 531
 Front Royal, VA 22630

LOCATION	DBH or CALIPER	SPECIES	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
305 Washington St	27	Norway Maple	EACH	1	\$ 1,400.00	\$ 1,400.00	\$ 3,584.48	\$ 3,584.48
213 Washington St	14.7	Norway Maple	EACH	1	\$ 550.00	\$ 550.00	\$ 1,449.60	\$ 1,449.60
517 Greene St	18	Norway Maple	EACH	1	\$ 850.00	\$ 850.00	\$ 1,752.73	\$ 1,752.73
860 Gephart Dr	25.6	Ash	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 3,347.44	\$ 3,347.44
911 Brown Ave (Tree in backyard)	29.5	Ash	EACH	1	\$ 1,450.00	\$ 1,450.00	\$ 3,347.44	\$ 3,347.44
251 North Mechanic St	17.5	Zelkova	EACH	1	\$ 500.00	\$ 500.00	\$ 1,752.73	\$ 1,752.73
504 Magruder St	15.7	Norway Maple	EACH	1	\$ 700.00	\$ 700.00	\$ 1,752.73	\$ 1,752.73
Bow St at Queen City Dr	29	Zelkova	EACH	1	\$ 1,250.00	\$ 1,250.00	\$ 4,559.99	\$ 4,559.99
121 South Centre St	14	Scarlet Oak	EACH	1	\$ 550.00	\$ 550.00	\$ 2,055.87	\$ 2,055.87
526 Lowell St	19.7	Red Maple	EACH	1	\$ 900.00	\$ 900.00	\$ 2,213.90	\$ 2,213.90
515/517 City View Terrace (No Stump Grinding)	10.0, 10.0, 14.0	Norway Maple (multi- stemmed)	EACH	1	\$ 1,700.00	\$ 1,700.00	\$ 3,940.79	\$ 3,940.79
616 Hilltop Dr	18.4	Norway Maple	EACH	1	\$ 700.00	\$ 700.00	\$ 1,752.73	\$ 1,752.73
629/631 Brookfield Ave	25	Sycamore	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 2,899.19	\$ 2,899.19
418 Warwick Ave	23.7	Ash	EACH	1	\$ 900.00	\$ 900.00	\$ 3,215.25	\$ 3,215.25
Pool at Constitution Park (No Stump Grinding)	24	Ash	EACH	1	\$ 1,200.00	\$ 1,200.00	\$ 4,243.93	\$ 4,243.93
Water tower Constitution Park	27.7	White Oak	EACH	1	\$ 950.00	\$ 950.00	\$ 2,820.18	\$ 2,820.18
Total Bid						\$ 16,100.00	\$ 44,688.98	



Regular Council Agenda
October 4, 2016

Description

Order extending the sole source proposal of Queen City Business Systems to provide maintenance for 14 Minolta copiers for an additional six (6) months at the cost of \$14,190

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$14,190

Source of Funding (if applicable)

Departmental distribution of maintenance costs

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

ORDER NO. _____

DATE: October 4, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the sole source proposal of Queen City Business Systems, 505 National Highway, LaVale, MD 21502, to provide maintenance for fourteen (14) Minolta copiers is hereby extended for an additional six (6) months for the amount not to exceed Fourteen Thousand, One Hundred Ninety Dollars and No Cents (\$14,190.00).

Mayor Brian K. Grim



Margie Woodring <margie.woodring@cumberlandmd.gov>

Fwd: URGENT: Extending maintenance

1 message

Johnna Byers <johnna.byers@cumberlandmd.gov>

Mon, Oct 3, 2016 at 10:58 AM

To: Margie Woodring <margie.woodring@cumberlandmd.gov>, Stephanie Wade <stephanie.wade@cumberlandmd.gov>

See below from QCBS regarding maintenance.

----- Forwarded message -----

From: **Amy Everly** <amye@qcbs.biz>

Date: Mon, Oct 3, 2016 at 10:56 AM

Subject: RE: URGENT: Extending maintenance

To: Johnna Byers <johnna.byers@cumberlandmd.gov>

Hi Johnna,

I just heard back from Dave and he said that it is ok to extend the pricing for maintenance arrangement in option 1. Please let me know if you have any additional questions.

Thanks Again,

Amy

From: Johnna Byers [mailto:johnna.byers@cumberlandmd.gov]

Sent: Monday, October 03, 2016 9:25 AM

To: Amy Everly; Kendra Michael

Subject: URGENT: Extending maintenance

Good morning Amy and Kendra,

Attached is the letter describing the current maintenance arrangement we are using with QCBS to maintain our Canon copiers.

We are planning to keep using this arrangement for several more months until we can bid out for copiers again.

Could you please send me an email indicating that the price offered in Option 1 (the maintenance arrangement described in the enclosed letter) is valid for the next six months?

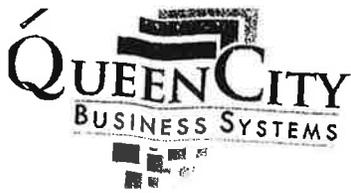
Item # 15

We are asking the Mayor and Council to approve this tomorrow evening.

Thank you so much!

Johnna Byers
Director, Management Information Systems
City of Cumberland
johnna.byers@cumberlandmd.gov
301.759.6441
fax 301.759.6413

Item # 15



Amy Everly
 amye@qcbs.biz
 1-800-638-4536
 www.qcbs.biz

Canon SHARP

LaVale • Morgantown • Johnstown

April 13, 2016

City Of Cumberland

Option 1: *(Keep 14 existing units on Maintenance agreement)*

\$2,365.00 per month includes 500,000 B&W pages and 250,000 Color pages per year. Overages bill at \$.01 per page B&W and \$.06 per page Color.

Option 2: *(Finance 8 units and retain 8 units, adding 2 units to fleet)*

*Muni lease \$931.00 per month
 Combined Master Maintenance Agreement \$1,665.00 per month to include 500,000 B&W pages and 250,000 Color pages per year. Overages bill at \$.009 per page B&W and \$.05 per page Color. Total amount Monthly \$2,596.00

Option 3: *(Finance 6 units; leave out Dam and Waste Water Treatment)*

**Muni lease \$799.00 per month
 Combined Master Maintenance Agreement \$1665.00 per month to include 500,000 B&W pages and 250,000 Color pages per year. Overages bill at \$.009 per page B&W and \$.05 per page Color. Total amount Monthly \$2,464.00

Current Monthly Lease Payment \$4,925.00

***\$2,329.00 Monthly Savings on Option 2**

****\$2,461.00 Monthly Savings on Option 3**

***The Muni Lease is the financing of our bid price of \$49,800.00 & the City takes ownership at lease end (60 Months)**