



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

David Kauffman

CITY CLERK

Marjorie A. Woodring

AGENDA

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

DATE 5/5/2015

***Pledge of Allegiance**

I. ROLL CALL

II. CERTIFICATES, AWARDS AND PRESENTATIONS

- (A) Presentation of the City Star to Joe Metzner in recognition of his clean-up efforts on Oldtown Road.
- (B) Recognition of Sgt. James Hott for his receipt of the Sam Walker Lifetime Achievement Award for DARE Officers, naming him Maryland Dare Officer of the Year for 2015.
- (C) Recognition of PFC Chris Fraley for receipt of the Maryland DARE Officers Association Past President Award for 2014.
- (D) Certificate of Recognition presented to The Sandhir Foundation, in partnership with the Allegany County Public Schools, in appreciation for the Christmas card recycling project designed to bring holiday cheer to area seniors, nursing home residents, and veterans.
- (E) Recognition of the employees of the Cumberland Water Treatment Facility for receipt of the 2014 Award of Recognition from the PA Department of the Environmental Protection for outstanding efforts toward optimizing filter plant performance.
- (F) Presentation from Shawn Hershberger, Economic Development Coordinator, on the establishment of local legislation to provide a Code Compliance Tax Credit to encourage private investment in existing structures.

III. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Regular Session Minutes of March 17, 2015.

(B) Administrative / Executive

1. Approval of the Administrative Session Minutes of April 7 and 21, 2015.

IV. NEW BUSINESS

(A) Ordinances

1. Ordinance (*1st reading*) - authorizing the conveyance of 446 Bond Street to Robert T. Fravel and Brenda M. Fravel for the sum of \$1,500 payable by terms of a promissory note.

(B) Orders (Consent Agenda)

1. Order approving the submission of an application to the Department of Housing and Community Development for 2015 CDBG entitlement funding in the amount of \$730,042.
2. Order authorizing the execution of a Contract of Sale for the purchase of 406 Park Street from Kevin Rowley for the amount of \$33,300, setting forth certain contingencies for the sale, authorizing an extension of 60 days for the closing if necessary, and authorizing the City Administrator and City Solicitor to execute documents to facilitate the transfer.
3. Order authorizing the execution of the sole source purchase and installation of Greener Volts LED Light Upgrade, reducing electrical consumption by approximately 63% and maintenance costs related to a variety of interior lighting in the Public Safety building. The cost is \$57,251, but the City will receive back \$36,920 through the Potomac Edison Incentive Program, making final cost for this project \$20,331.
4. Order authorizing the execution of an Agreement for Fees and Satisfaction of Self-Insured Retention with the firm of Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., to define rates of service relative to the case of Larry E. Ealy, Sr. vs. City of Cumberland Police Department, in an amount not to exceed \$25,000.
5. Order rescinding Order No. 25,805 dated April 21, 2015 authorizing the trade-in of a surplus 2001 Chevrolet pick-up truck to Timbrook Automotive. The vehicle will be held for surplus sale.
6. Order authorizing the execution of a Contract of Sale for the purchase of 529-531 Maryland Avenue from Vonnie M. Duckworth for the amount of \$50,000, setting forth certain contingencies for the sale, authorizing an extension of 60 days for the closing if necessary, and authorizing the City Administrator and City Solicitor to execute documents to facilitate the transfer.
7. Order authorizing the execution of a Lease Agreement with Coach's Entertainment Enterprises, LLC, T/A Mezzos, to permit the use of a portion of rights-of-way in the area of 114 S. Centre St. for entertainment purposes.
8. Order authorizing the execution of a Contract of Sale for the purchase of 224-226 Cecelia Street from Vonnie M. Duckworth for the amount of \$13,675, setting forth certain contingencies for the sale, authorizing an extension of 60 days for the closing if necessary, and authorizing the City Administrator and City Solicitor to execute documents to facilitate the transfer.
9. Order authorizing the Sole Source purchase of 20 Gutermann Zonescan Correlating Loggers and 1 Gutermann Communication Package with Android Tablet and 2 days training from The C.I. Thornburg Company, Inc., in the amount of \$29,700.00.

10. Order declaring certain vehicles and equipment which are no longer of use to the City to be surplus and authorized for sale.

11. Order authorizing the execution of a Lease Agreement with R&M Variety Store Limited Liability Company, located at 100 Baltimore Street, to allow for the use of the public right-of-way in front of the business on Centre and Baltimore Streets to sell merchandise.

V. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VI. ADJOURNMENT



Regular Council Agenda
May 5, 2015

Description

Presentation of the City Star to Joe Metzner in recognition of his clean-up efforts on Oldtown Road.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
May 5, 2015

Description

Recognition of Sgt. James Hott for his receipt of the Sam Walker Lifetime Achievement Award for DARE Officers, naming him Maryland Dare Officer of the Year for 2015.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
May 5, 2015

Description

Recognition of PFC Chris Fraley for receipt of the Maryland DARE Officers Association Past President Award for 2014.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
May 5, 2015

Description

Certificate of Recognition presented to The Sandhir Foundation, in partnership with the Allegany County Public Schools, in appreciation for the Christmas card recycling project designed to bring holiday cheer to area seniors, nursing home residents, and veterans.

Approval, Acceptance / Recommendation

- Budgeted

- 1st Reading
- 2nd Reading
- 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
May 5, 2015

Description

Recognition of the employees of the Cumberland Water Treatment Facility for receipt of the 2014 Award of Recognition from the PA Department of the Environmental Protection for outstanding efforts toward optimizing filter plant performance.

Approval, Acceptance / Recommendation

- Budgeted

- 1st Reading
- 2nd Reading
- 3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
May 5, 2015

Description

Presentation from Shawn Hershberger, Economic Development Coordinator, on the establishment of local legislation to provide a Code Compliance Tax Credit to encourage private investment in existing structures.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



Regular Council Agenda
May 5, 2015

Description

Approval of the Regular Session Minutes of March 17, 2015.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



MAYOR
Brian K. Grim

CITY ADMINISTRATOR
Jeffrey D. Rhodes

CITY SOLICITOR
Michael Scott Cohen

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

CITY CLERK
Marjorie A. Woodring

MINUTES

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

DATE: 3/17/15

*Pledge of Allegiance

I. ROLL CALL

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Donald Dunn, Fire Chief; Captain Gregory Leake, CPD; Marjorie Woodring, City Clerk

II. CERTIFICATES, AWARDS AND PRESENTATIONS

- (A) Presentation of a photograph of the Thomas Beall Monument from Edward Taylor, President of the Cumberland Historic Cemetery Organization.

Edward Taylor, Jr., President of the Cumberland Historic Cemetery Organization, stated that the organization has been in existence 1983 and works to restore and care for cemeteries while also aiming to promote tourism through their work. To date, the organization has invested over \$5.5 million in erecting and restoring historical monuments, including the only monument erected in the state of Maryland to honor African-American Union Civil War Soldiers.

M. Taylor advised that the CHCO had built a moment in the Fall dedicated to Thomas Beall, who, along with 34 other pioneer families, had founded the city of Cumberland in 1787. The organization had installed a 3-foot granite stone tablet with an inscription that told of the history of Thomas Beall and Cumberland's founding. This evening, Mr. Taylor presented a photo of that monument to the Mayor and City Council with the hope that it could hang in City Hall for visitors to read about Mr. Beall.

- (B) Presentation of Certificates of Recognition to the Fort Hill High School and Allegany High School Cheerleading Squads for their performances in the Ocean City "Reach the Beach" National Cheerleading Competition.

Due to the number of people in attendance for this presentation, Mayor Grim adjourned the meeting to the City Hall Rotunda. Mayor Grim praised both the Fort Hill High School and Allegany High School squads for their outstanding achievements and presented each with Certificates of Recognition from the Mayor and City Council. The meeting then reconvened in the Council Chambers.

III. CITY ADMINISTRATOR'S REPORT

- (A) Discussion of the installation of a bike lane on Frederick Street.

Mayor Grim advised that the Bicycle Advisory Commission had presented a proposal for the implementation of a bike lane on Frederick Street and a "share the road" program for Bedford Street. He stated a great deal of public interest has been spurred by the recommendation and Council felt there was a need for discussion of the proposal before proceeding further with the recommendation.

Councilman Kauffman stated that he had made it clear during the last 6-8 months that he was in favor of the bike lane, but felt that before the recommendations were permanently implemented and the grant funds accepted, the City should close down one of the lanes for a trial period. He stated that there were some misconceptions, however, of what the trial was intended to accomplish. The trial was not intended to identify how many bikes would use the lane or how the bikes would interact with the vehicles. It would be used to determine the impact on vehicular traffic when two lanes are reduced to one. He believed the trial should be implemented for a minimum of a 2-week period.

Mayor Grim asked for Council's approval to allow those who had signed up for public comment at the end of the meeting with comments related to the bike lane to speak now. Council expressed agreement and Mayor Grim opened the floor for public comment.

Leo McConville, 1725 Frederick Street, stated he wanted to clear up misinformation. He stated that Frederick Street residents understood that Frederick Street has been used as a bike route for quite some time. The portion of the proposal they are opposed to is the concrete section that starts at the 800 block of Frederick Street and runs 1.2 miles, which is a small portion of a rider's route. His big concern was the potential for incidents with residents turning on and off Frederick Street and traffic getting backed up. He stated there is no destination point in that direction and expressed several concerns including that there is a lack of an adequate turning lane to and from driveways and cross streets, and limited sight lines. He stated the suggestion from the residents is to post the "share the road" signs and make it look like Bedford Street so there's uniformity.

Councilwoman Alt-Myers asked Captain Leake whether there were a lot of reports of cars being rear-ended as they were exiting driveways in other city street. Captain Leake advised that, without looking through the reports, he was not aware of a lot of reports.

William Swarner, 1612 Bedford Street, questioned whether joggers and walkers could use the bike lane, as well. Mayor Grim advised that they could not and Mr. Swarner stated that was discrimination. He also questioned why bikers no longer had to obtain

licenses for their bikes and was advised that such a law was no longer on the books.

Judy Martin, 1038 Myrtle Street, stated there was not a surge of bicyclists on Frederick Street, but she was not against cycling or safety. She stated the lane would cause a safety issue for people backing out of their driveways and elderly people will get hit. She asked Council if they would have been considering a bike lane on Frederick Street if not for the \$78,000 grant. Councilman Kauffman stated he would have definitely considered it as part of the implementation of the strategic plan that called for re-branding and re-identifying the city. Ms. Martin questioned whether all \$78,000 of the grant was targeted for Frederick Street and was advised that it was, in conjunction with the "share the road" plan for Bedford Street.

Councilwoman Alt-Myers stated that she understood the concerns caused by change, but she believed the Bicycle Advisory Commission has come together to look at common ground to do something positive for the community without disrupting life on Frederick Street. The bike lane will give a bit of buffer to cars on the side of the street. Regarding exiting the street, Frederick Street is still a big, wide street and the lane will add a safety buffer. Parking had been planned for the left side and the committee revised the original plans to keep parking on the right based on complaints received.

Ms. Martin stated that the residents felt the bike lane would adversely affect property values and Councilwoman Alt-Myers stated that she could provide statistics showing that property values in Woodcock Hollow had increased as a result of being next to a bike trail. The trail offers another avenue to connect to the community.

Councilman Kauffman stated that, with regard to the destination, the roadway is a nationally designated bike roadway and he was hopeful that the connection would enhance this national resource, if the trial period was positive. He stated that although only a handful of bikers used the route now, the objective was to try to grow users. He reiterated that the trial, for him, was about how vehicular traffic was impacted and the goal was to increase use of the route to bring more riders into that area. If the trial proved successful, Kauffman encouraged Council to commit to the bike lane for at least 4-5 years, and not on a 2-year election cycle. The beauty of the bike lane is that the lane can be removed by simply repainting the line, if, down the road, removal is desired. He stated the trial should be for no less than 2 week and the middle lane should be shut down but parking on the left side should not be prevented. Using pylons to mark the lane would be a low-cost way to evaluate the trial period.

Harold Martin, 1038 Myrtle Street, stated that after the initial bike lane conversation last July, the Mayor and Council had an ad in the paper asking to hear from the neighbors. He felt the only fair way to do that was to get up a petition and he did get 213 signers the first time out. He stated he hoped the City would consider holding off on the bike lane until the water line running down the left side of Frederick Street was repaired. He stated he did not know of anyone getting hit with the opening of a car door on Frederick Street. He further questioned whether the lane needed to be 10 foot wide and stated that tractor trailers would damage the storm drains along the left hand side. Mr. Martin stated he was in favor of doing the trial period before moving ahead further.

PETITION: Mayor Grim acknowledged receipt of the petition handed to him by Mr. Martin with 257 signatures in opposition to the bike lane.

Tim Cernak, 912 Bedford Street, stated he has been a resident of Bedford Street since 2005 and was not personally opposed to the bike lane. The larger concern was the speeding that occurred on Bedford and Frederick Streets and the fact that the more densely populated areas had a lot of kids. He suggested a passive 3-4 way stop intersection be strategically placed on Bedford and Frederick to control the traffic problem. Mr. Cernake stated the Mayor and Council were short-changing the tax payer on Frederick Street by closing down a large part of Frederick Street to implement a 2-mile bike lane, and greater passive traffic control measure would eliminate the speeding problem.

Brett Showalter, 12 S. Lee Street and member of the Bicycle Advisory Commission (BAC), read a letter on behalf of the BAC, thanking the Mayor and Council for the opportunity to continue to consider efforts to make cycling in Cumberland safer and for recognizing the health effects of cycling as well as the tourism benefits to welcoming cyclists into the community. The BAD encouraged the Mayor and Council to accept the \$78,000 in funds from the State of Maryland and recommended the implementation of the proposal submitted by the BAC which was based on several months of input from the community. He stated the claims that the lane will ruin or totally disrupt the neighborhood were largely unfounded and asked Council to consider whether Cumberland was truly a bike friendly community. Mr. Showalter further petitioned Council to implement the 2-week trial period

PETITION: Mr. Showalter presented a petition of 362 signatures of resident who support implementation of the bike lane, stating that the Allegany County Chamber of Commerce and several city businesses have publicly supported the lane, as well.

Mr. Martin asked what size the lane would be and was advised that the proposed width as 10 feet, but that could be part of the conversation moving forward, after the determination was made as to whether vehicular traffic was negatively impacted.

Mr. Swaner asked how many of the names on the petition in favor of the lane lived on Bedford or Frederick Street. Mayor Grim advised that although the majority may not live in the corridor, people throughout the community have a vested interest in the City's infrastructure.

Councilman Bernard stated that he was in favor of the bike one and believed it was the right decision if the Mayor and Council want to community to grow.

MOTION: Councilman Bernard motioned for the City to move forward with the recommendation for a 2-week trial run on Frederick Street and barring any unforeseen incidents or significant impacts, and further motioned for the City to implement the bike lane proposal from the Bicycle Advisory Commission, accept the state funding, and take a step forward by implementing this proposal.

AMENDED MOTION: Councilman Kauffman suggested that the motion be amended and stated that he would support moving forward with a trial period.

Councilman Caporale stated he agreed and wanted to reevaluate the circumstances at that time.

Councilwoman Alt-Myers stated she agreed because it sounded like if the trial was position, the citizens would be open to a bike lane that is not as wide.

Councilman Bernard stated he was willing to accept Councilman Kauffman's amended

motion.

MOTION: Councilman Kauffman motioned to amend the original motion and Councilman Caporale seconded the motion. The motion was passed on a vote of 5-0.

MOTION: Councilman Bernard motioned to proceed with the 2-week trial period. Councilman Kauffman seconded the motion and it was approved on a vote of 5-0.

Councilman Kauffman requested that the public provide honest feedback during the trial period to allow the City to evaluate the problems and allow problems to be mitigated before the end of the period.

IV. DIRECTOR'S REPORT

(A) Fire

1. Fire Department Monthly Report for February, 2015.

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

(B) Administrative Services

1. Administrative Services Monthly Report for January, 2015.

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

(C) Public Works

1. Utilities Division & Central Services Monthly Reports for February, 2015.

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

V. APPROVAL OF MINUTES

(A) Routine

1. Approval of the Work Session Minutes of February 3, 2015.

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

(B) Administrative / Executive

1. Approval of the Administrative Session Minutes of January 20 and February 3, 2015.

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

January 20, 2015 Administrative Session Meeting

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

ALSO PRESENT: Jeff Rhodes, City Administrator; Michael S. Cohen, City Solicitor;

Charles Hinnant, Chief of Police; Jeff Barclay, Allegany County Economic Development; Marjorie Woodring, City Clerk

MOTION to enter into closed session to discuss board and commission appointments, plans regarding a business proposal, and union negotiations was made by Councilman Kauffman, seconded by Councilwoman Alt-Myers, and passed on a vote of 5-0.

AUTHORITY to close the session was provided by the Annotated Code of Maryland, State Government Article, Sections 10-508 (a) (1), (4) and (7).

TOPICS: Board and commission appointments, plans regarding a business proposal, union negotiations

VI. PUBLIC HEARINGS

David Umling, City Planner, provided background on the intent of the proposed ordinances. He stated the 2013 Comprehensive Plan, adopted December, 2013, suggested numerous neighborhood revitalization and economic development strategies that required a thorough review of all development regulations. The comprehensive zoning review conducted in 2014 addressed plan recommendations, grammatical corrections, other errors, and codification of recent administrative interpretations. Mr. Umling reviewed details of the zoning text changes, subdivision regulation changes, and zoning map changes and outlined the adoption process for the changes.

- (A) Public hearing to receive comment on an Ordinance authorizing the adoption of a Zoning District Map, dated April 7, 2015, to replace the existing official version and made part of the City's Zoning Ordinance.

Mayor Grim convened the public hearing at 7:40 p.m.

Phillip Kenney, Po Box 45, Frostburg, MD, Co-owner of Kenney Signs, stated his company supported the regulation and agreed with most of the proposed changes, but felt there should be some additional consideration given to some of the wording. He asked to be able to meet with staff for further discussion. He stated the proposed changes would have an economic impact on Cumberland and the surrounding community. He cited specific sections of the code dealing with the size limit for electronic message signs, message signs on two opposite sides of a building, the movement of scrolling messages, the limit of brightness of the signs, and public review of the affidavit required for submission of an application.

Councilman Kauffman stated an ad hoc committee was reviewing the sign regulations and that committee was tackling many of the issues Mr. Kenney had brought up.

Joy Zembower, 604 Kent Avenue, stated that she and her neighbors objected to the possibility of business locating on their street. She questioned whether the City was anticipating an office building where Memorial Hospital was or another business for that area. Mr. Rhodes stated there have been some general inquires, all along the lines of medical uses. Mrs. Zembower stated that the neighborhood was used to doctor's offices, but is had been and is a lovely middle-class neighborhood and she was concerned about the zone changes and potential parking issues.

Councilman Kauffman stated that assisted living centers had been discussed and parking challenges could be mitigated by the parking garages that were not

removed. Kauffman said he, personally, would advocate loudly to locate residential housing in that neighborhood and felt that would be the best use of that land to strengthen the neighborhood. He did not want to limit uses for the land, however.

Mr. Rhodes stated that other than the Central Business District, all businesses would be required to provide parking in their plans and comply with the code requirements.

With no further comments, Mayor Grim adjourned the public hearing at 7:54 p.m.

- (B) Public hearing to receive comment on an Ordinance to repeal and reenact with amendments Chapter 23 of the City Code entitled "Subdivision."

Mayor Grim convened the public hearing at 7:54 p.m.

No comments were offered at this time.

Mayor Grim adjourned the public hearing at 7:54 p.m.

- (C) Public Hearing to receive comment on an Ordinance to repeal and reenact with amendments a Zoning Ordinance to establish rules and regulations relating to all matters concerning planning and/or zoning and the administration thereof within the City of Cumberland.

Mayor Grim convened the public hearing at 7:55 p.m.

Jim Ballas, 600 Ridgewood Avenue, stated there was some concern that the rezoning is extending beyond the Memorial site to include the northern part of Kent Avenue, the eastern part of Louisiana, and the southern part of Williams Street. He stated this was a surprise to the residents, who felt they deserved to know what was happening. He stated the City should do a better job of notifying the citizens. He expressed further concern that the changes permit high rises in this area. He asked the Mayor and Council to exercise restraint and just re-zone the 2-3 businesses that may be non-compliant rather than all of the streets.

Darren Howell, 435 Williams Street, asked if there would be any tax rate change with the rezoning, whether the interest in Memorial has been mostly doctors' offices or clinics, whether methadone clinics would be considered, and whether low-income subsidized housing would be considered. Mr. Rhodes advised there was no tax change proposed. The City has had one repeated interest along the lines of a nursing care facility but it didn't involve anything along the lines of a methadone clinic. He couldn't speak to the possibility of subsidized housing until such a project was presented. He noted that there had been great support from Council for residential housing in this area.

Terry Socha, 1822 Bedford Street, stated she agreed with the comments about providing effective notice to the residents. She asked whether the Central Assembly of God Church would pay taxes if they became a commercial business. Mr. Rhodes stated that any property that was rented on a for-profit basis would be taxed. She stated there were nice houses on Bedford and Frederick Street and her concern was that the City did not look at the matter in a comprehensive manner. There were already big changes in the traffic pattern because of Sheetz, the Dollar General and vehicular and truck traffic needed to be addressed. Regarding the bike lane, she suggested that other solutions be looked at that would work over the long term, rather than doing it because grant money was available.

With no further comments, Mayor Grim adjourned the public hearing at 8:07 p.m.

VII. NEW BUSINESS**(A) Orders (Consent Agenda)**

1. Order appointing Monna Johnson, Lt. Jim Dillingham, and John Michaels to the Human Relations Commission for 3-year terms effective 3/31/15 - 3/31/18, and John Jacobs and Aaron Hendrickson to the Planning and Zoning Commission for 5-year terms effective 3/17/15 - 3/17/20.

Mr. Rhodes reviewed each Consent Agenda item and Mayor Grim called for questions or comments prior to vote. Motion to approve items 1-4 on the Consent Agenda was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

ORDER NO. 25,789

2. Order authorizing execution of Change Order No. 1 to City Project "Sludge Screening Study" (4-14-WWTP) with Whitman, Requardt & Associates in the estimated increased amount of \$127,600, with 18 months added to the contract.

Mr. Rhodes reviewed each Consent Agenda item and Mayor Grim called for questions or comments prior to vote. Motion to approve items 1-4 on the Consent Agenda was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

ORDER NO. 25,790

3. Order authorizing the execution of Change Order No. 4 to current contract with Ritter & Paratore Contracting, Inc. on current City Project "Demolition of Memorial Hospital" (19-12-M) in the increased amount of \$30,766.65, with an additional 149 work days.

Mr. Rhodes reviewed each Consent Agenda item and Mayor Grim called for questions or comments prior to vote. Motion to approve items 1-4 on the Consent Agenda was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

ORDER NO. 25,791

4. Order accepting the sole source proposal from Link Computer Corporation to provide services and hardware for a Nimble SAN disk unit in an amount not to exceed \$40,000.

Mr. Rhodes reviewed each Consent Agenda item and Mayor Grim called for questions or comments prior to vote. Motion to approve items 1-4 on the Consent Agenda was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 5-0.

ORDER NO. 25,792

VIII. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

Rock Cioni, Chairman of the Parks and Recreation Board, stated he was in attendance at the invitation of Councilman Bernard. He stated the majority of the Board was in favor of the proposed location of the skate park in Constitution Park where the museum pieces are now

located. One member was against it on the grounds of liability concerns and one member thought it should be located at the Center Street playground. Mr. Rhodes cautioned that removal of the museum pieces may be more difficult than expected and that the Airforce would need to be contacted about the airplane. Mr. Cioni stated that the caboose could possibly be donated to the Canal Place. He further stated that the kids were excited about the skatepark and the recommendation of the Board was to allow them to be part of the planning and monitoring so that they, also, felt ownership of the project. He asked that renovations to the bathhouse and day camp be considered. Mr. Cioni stated he was trying to breathe more life into the Parks and Rec Board and saw it as an economic development tool.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 8:20 p.m.

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
May 5, 2015

Description

Approval of the Administrative Session Minutes of April 7 and 21, 2015.

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

Administrative Session Minutes

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

Second Floor Conference Room

Tuesday, April 7, 2015

5:00 p.m.

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

ALSO PRESENT: Jeffrey Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Shawn Hershberger, Economic Development Coordinator; Cady Kirkwood, Economic Development Assistant; Ed Baker and Ted Donald, representatives of Pentex Development; Marjorie Woodring, City Clerk

NOTICE: Notice of intent to hold an Administrative Session on Tuesday, April 7, 2015 at 5:00 p.m. was provided to the media via email notification and posted to the City's website on April 2, 2015.

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

AUTHORITY TO CLOSE SESSION:

Annotated Code of Maryland, State Government

- Section 10-508 (a) (4): to consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- Section 10-508 (a) (9): to conduct collective bargaining negotiations to consider matter that relate to the negotiations

TOPICS: Business development proposal; union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:

Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Administrative Session Minutes

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

Second Floor Conference Room

Tuesday, April 21, 2015

5:45 p.m.

PRESENT: Mayor Brian K. Grim; Council Members Seth Bernard, David Caporale, David Kauffman

ABSENT: Councilwoman Nicole Alt-Myers

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

NOTICE: Notice of intent to hold an Administrative Session on Tuesday, April 21, 2015 at 5:45 p.m. was provided to the media via email notification and posted to the City's website on April 17, 2015.

MOTION: Motion to enter into closed Administrative Session to discuss union negotiations was made by Councilman Kauffman, seconded by Councilman Caporale, and approved on a vote of 4-0.

AUTHORITY TO CLOSE SESSION:

Annotated Code of Maryland, State Government

- Section 10-508 (a) (9): to conduct collective bargaining negotiations to consider matter that relate to the negotiations

TOPICS: Union negotiations

Minutes approved on: _____

Brian K. Grim, Mayor _____

ATTEST:

Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
May 5, 2015

Description

Ordinance (*1st reading*) - authorizing the conveyance of 446 Bond Street to Robert T. Fravel and Brenda M. Fravel for the sum of \$1,500 payable by terms of a promissory note.

Approval, Acceptance / Recommendation

This property was declared surplus on April 21, 2015.

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 CERTAIN SURPLUS PROPERTY LOCATED AT 446 BOND STREET IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO ROBERT T. FRAVEL AND BRENDA M. FRAVEL."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 446 Bond Street in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 25,806, passed by the Mayor and City Council on April 21, 2015;

WHEREAS, Robert T. Fravel and Brenda M. Fravel desire to purchase the said property for the sum of \$1,500.00; and

WHEREAS, the Mayor and City Council of Cumberland deem the acceptance of that offer to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council accept Robert T. Fravel and Brenda M. Fravel's offer to purchase the real property located at 446 Bond Street, Cumberland, MD 21502 for the purchase price of \$1,500.00, provided that all costs of effecting the transfer and all recordation and transfer taxes shall be borne by the Fravels and they shall be responsible for the payment of a prorated portion of the current year real estate taxes;

SECTION 2: AND BE IT FURTHER ORDAINED, that if the Fravels are not able to pay the entire purchase price at the time of the delivery of the deed, its delivery shall be conditioned upon their execution of a promissory note for the unpaid purchase money, said promissory note to require payments in the amount of \$100.00 per month at zero percent interest if the payments are made in a timely manner, said promissory note to be prepared by the City Solicitor.

SECTION 3: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto as Exhibit A or in a similar form, conveying the aforesaid real property to the Fravels in exchange for the payment of the aforesaid purchase price;

SECTION 4: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of _____, 2015.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this _____ day of _____, 2015, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation, party of the first part, and **ROBERT T. FRAVEL and BRENDA M. FRAVEL**, husband and wife, of Allegany County, Maryland, parties of the second part.

WITNESSETH:

That for and in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby quitclaim unto the parties of the second part, their personal representatives, heirs and assigns, all of the party of the first part's right, title, interest and estate in and to the following described property lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situated on the Southwesterly side of Bond Street in the City of Cumberland, Election District No. 5, Allegany County, Maryland, known and designated as part of Lot No. 4 in Gephart's Second Addition to Cumberland, which is more particularly described as follows, to-wit:

BEGINNING for the same on the Southwesterly side of Bond Street at the end of the division line between Lots Nos. 3 and 4 in said addition, and running then with the Southwesterly side of Bond Street South 61-3/4 degrees East 25 feet, then South 28 1/4 degrees West 70 feet, then parallel with Bond Street North 61-3/4 degrees West 25 feet to the aforesaid division line, and then with part of said division line North 28-1/4 degrees East 70 feet to the place of beginning.

IT BEING the same property which was conveyed from Craig A. Robertson, Sheriff of Allegany County, Maryland to the Mayor and City Council of Cumberland by deed dated August 1, 2012 and recorded among the Land Records of Allegany County, Maryland in Book 1944, Page 55.

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 above-described property unto the parties of the second part, their personal representatives, heirs and assigns, in fee simple forever as tenants by the entireties.

WITNESS the hand and seal of the party of the first part the day and year first above written.

WITNESS/ATTEST:

**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 _____, 2015, 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 at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,500.00 and that the total payment made to the grantor was \$1,500.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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



Regular Council Agenda
May 5, 2015

Description

Order approving the submission of an application to the Department of Housing and Community Development for 2015 CDBG entitlement funding in the amount of \$730,042.

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: May 5, 2015

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

THAT, the attached requests for CDBG funding be and is hereby approved for submission to the Department of Housing and Community Development for 2015 Community Development Block Grant (CDBG) entitlement funding in an amount totaling Seven Hundred Thirty Thousand, Forty-Two Dollars (\$730,042.00); and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute all documents pertaining to the application for submission.

Brian K. Grim, Mayor

Attachment: 2015 Proposed CDBG Project List

2015 Proposed CDBG Project Name	Proposed Funding
Housing/Rehabilitation	
Neighborhoods Matter/Property Improvement	\$150,000
Weatherization	\$10,100
CNHS Closing Cost Grant Program	\$68,542
Subtotal	\$228,642
PublicFacilities /Infrastructure Improvements	
YMCA lower level rehabilitation	\$48,000
CB Pavement Imps/ADA/Sidewalk	\$132,000
Liberty Stage Improvements	\$40,000
ADA Sidewalk Improvements Downtown	\$50,000
Friend's Aware, Inc. Window/Façade Rehab	\$50,000
Subtotal	\$320,000
Administration/Planning	
Administration	\$130,400
Fair Housing Outreach/Educ Programs	\$9,000
Subtotal	\$139,400
Public Services	
HACC Security Cameras	\$18,042
Assoc. Charities: Long Term Prescription Prog	\$9,000
Allegany Health Right- Dental Access Project	\$10,000
HRDC:Emergency Assistance	\$25,000
HRDC: Office of Housing Opportunities	\$12,000
Associated Charities: Short Term Prescription	\$5,000
Resources for Independence: Home Choice	\$12,000
Family Crisis Resource Center	\$9,000
The Family Junction:Incredible Years Parenting	\$10,500
Subtotal	\$110,542
TOTAL	\$798,584
PI(Projected) CNHS	\$68,542
Total 2015 Allocation	\$730,042
Community Betterment	\$425,584



Regular Council Agenda
May 5, 2015

Description

Order authorizing the execution of a Contract of Sale for the purchase of 406 Park Street from Kevin Rowley for the amount of \$33,300, setting forth certain contingencies for the sale, authorizing an extension of 60 days for the closing if necessary, and authorizing the City Administrator and City Solicitor to execute documents to facilitate the transfer.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: May 5, 2015

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

THAT the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland ("Buyer") and Kevin Rowley ("Seller") for the property and improvements thereon located at 406 Park Street, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Book 1253, Page 516, for the purchase price of Thirty-three Thousand Three Hundred Dollars (\$ 33,300.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met and, upon completion of settlement and recordation of the deed, settlement contingencies shall be deemed to have been met; and

BE IT FURTHER ORDERED, that, should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreements for said purpose, provided the date of the closing is not extended more than sixty (60) days from the originally scheduled closing date; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

Brian K. Grim, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Kevin Rowley** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

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

A. 406 Park Street, Cumberland, MD 21502, Allegany County Land Records Book 1253, Page 516, Tax Account No. 22-012290.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Thirty-Three Thousand Three Hundred Dollars (\$33,300.00), which Purchase Price includes the real property and improvements described in Section 1 above.

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

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

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

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

B. Seller shall be responsible for the termination of all utility services to the Property.

C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours of settlement in order to confirm that the Property will be delivered to Seller in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency, but such waiver must be effected in a writing submitted to Seller by Buyer's Mayor, City Solicitor or City Administrator. Therefore, it shall be incumbent upon Seller to make arrangements for this walk-through or to procure the written waiver in advance of settlement.

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

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

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

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

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

Seller shall provide Buyer with a draft of the deed in advance of settlement for its review and approval.

11. **Agency/Real Estate Commission.** Seller warrants to Buyer that, except for Century 21, who is the listing broker engaged by Seller, it has not used the services of a real estate broker or agent in connection with this transaction. Seller agrees to defend, indemnify, and hold the Buyer harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.

All commissions payable to real estate brokers or agents shall be paid by Seller

12. **Settlement.** Settlement shall occur no later than forty-five (45) days from its effective date.

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

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

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

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

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

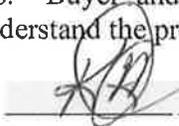
14. Documentary Stamps, Recordation, Transfer Taxes. All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be split evenly between the parties.

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

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

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

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

_____ Buyer's Initials  _____ Seller's Initials

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

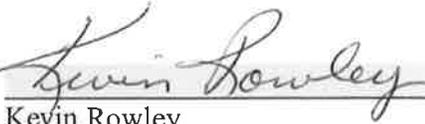
**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____

Brian K. Grim

Date

 _____

 _____
Kevin Rowley

4-28-15

Date

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

Property Address: 406 Park Street, Cumberland, MD 21502
Legal Description: Deed recorded among Land Records of Allegany County, Maryland in Book 1253, Page 516

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

Seller: Kevin Rowley Date: 4-28-15
Kevin Rowley

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

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

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

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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

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

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

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

Agent's Acknowledgment (initial)

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

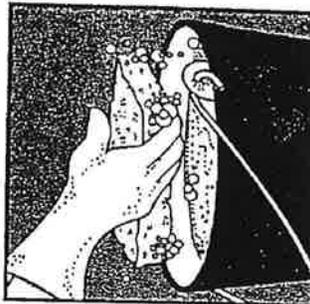
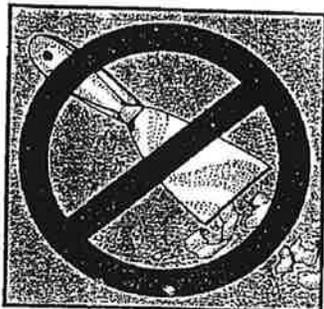
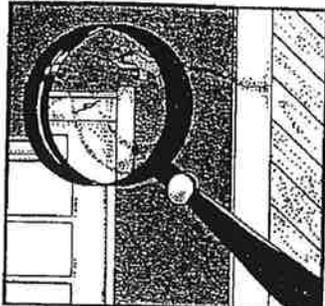
Certification of Accuracy

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

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

Seller: Kevin Rowley _____ Date: 4-28-15
Kevin Rowley

Protect Your Family From Lead In Your Home



EPA
United States
Environmental Protection
Agency



United States Consumer
Product Safety Commission

EPA747-K-94-001
May 1995

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

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

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

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



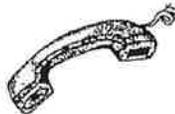
LANDLORDS will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.



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



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



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

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

IMPORTANT!

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

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

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

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

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

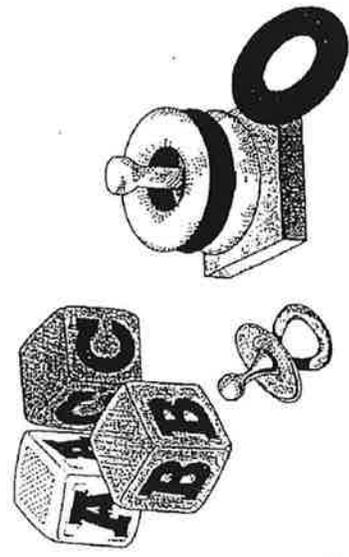
FACT: Removing lead-based paint improperly can increase the danger to your family.

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

Lead Gets in the Body in Many Ways

- 1 out of every 11 children in the United States has dangerous levels of lead in the blood-stream.
- Even children who appear healthy can have dangerous levels of lead.
- People can get lead in their body if they:
- ◆ Put their hands or other objects covered with lead dust in their mouths.
 - ◆ Eat paint chips or soil that contain lead.
 - ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

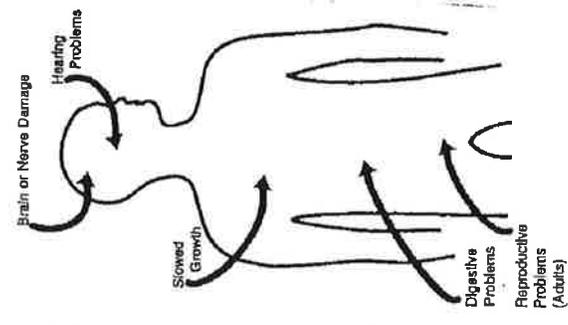
- Lead is even more dangerous to children than adults because:
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
 - ◆ Children's growing bodies absorb more lead.
 - ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.



2

- Lead's Effects**
if not detected early, children with lead in their bodies can suffer from:
- ◆ Damage to the brain and nervous system
 - ◆ Behavior and learning problems (such as hyperactivity)
 - ◆ Slowed growth
 - ◆ Hearing problems
 - ◆ Headaches

- Lead is also harmful to adults. Adults can suffer from:
- ◆ Difficulties during pregnancy
 - ◆ Other reproductive problems (in both men and women)
 - ◆ High blood pressure
 - ◆ Digestive problems
 - ◆ Nerve disorders
 - ◆ Memory and concentration problems
 - ◆ Muscle and joint pain



Lead affects the body in many ways.

3

Checking Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

Lead can be found:

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

Where Lead Is Likely To Be a Hazard

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

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

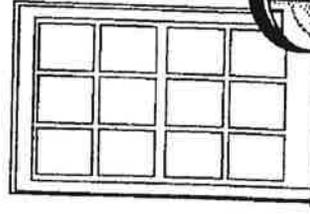
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

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

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

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

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



Checking Your Home for Lead

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

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

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

- Trained professionals use a range of methods when checking your home, including:
- ◆ Visual inspection of paint condition and location.
 - ◆ Lab tests of paint samples.
 - ◆ Surface dust tests.
 - ◆ A portable x-ray fluorescence machine.
- Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.

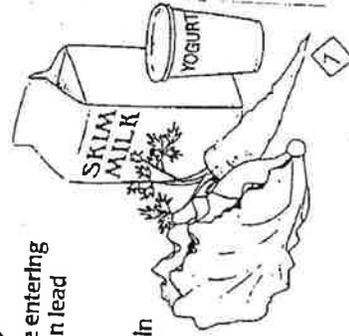
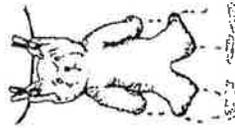
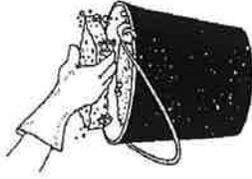


6

What You Can Do Now to Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.

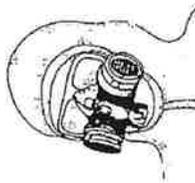


7

How To Significantly Reduce Lead Hazards

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

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



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

- ◆ You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will not eliminate all risks of exposure.
- ◆ To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

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

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

Remodeling or Renovating a Home With Lead-Based Paint

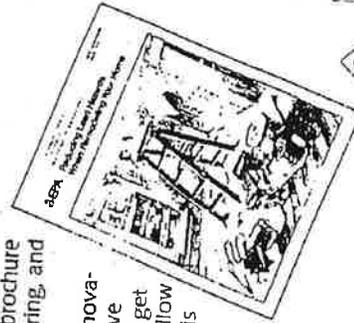
Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

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

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

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

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



9

8

State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region	Phone Number	Missouri	(314) 526-4911
Alabama	(205) 242-5661	Montana	(406) 444-3671
Alaska	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 661-2534	Nevada	(702) 687-6615
Arizona	(602) 542-7307	New Hampshire	(603) 271-4507
California	(510) 450-2424	New Jersey	(609) 633-2043
Colorado	(303) 692-3072	New Mexico	(505) 841-8024
Connecticut	(203) 566-5808	New York	(800) 458-1158
Washington, DC	(202) 727-9850	North Carolina	(919) 715-3293
Delaware	(302) 739-4735	North Dakota	(701) 328-5188
Florida	(904) 488-3385	Ohio	(614) 466-1450
Georgia	(404) 657-6514	Oklahoma	(405) 271-5220
Hawaii	(808) 832-5860	Oregon	(503) 248-5240
Idaho	(208) 332-5544	Pennsylvania	(717) 782-2884
Illinois	(800) 545-2200	Rhode Island	(401) 277-3424
Indiana	(317) 382-6662	South Carolina	(803) 935-7945
Iowa	(800) 972-2026	South Dakota	(605) 773-3153
Kansas	(913) 296-0189	Tennessee	(615) 741-5683
Kentucky	(502) 564-2154	Texas	(512) 834-6600
Louisiana	(504) 765-0219	Utah	(801) 536-4000
Massachusetts	(800) 532-9571	Vermont	(802) 863-7231
Maryland	(410) 631-3859	Virginia	(800) 523-4019
Maine	(207) 287-4311	Washington	(206) 753-2556
Michigan	(517) 335-8885	West Virginia	(304) 558-2981
Minnesota	(612) 627-5498	Wisconsin	(608) 266-5885
Mississippi	(601) 960-7463	Wyoming	(307) 777-7391

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EPA Regional Offices

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

EPA Regional Offices

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

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

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

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

CPSC Regional Offices

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

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

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

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

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

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

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

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

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

13

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

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



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Regular Council Agenda
May 5, 2015

Description

Order authorizing the execution of the sole source purchase and installation of Greener Volts LED Light Upgrade, reducing electrical consumption by approximately 63% and maintenance costs related to a variety of interior lighting in the Public Safety building. The cost is \$57,251, but the City will receive back \$36,920 through the Potomac Edison Incentive Program, making final cost for this project \$20,331.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

001.048.630.00

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

ORDER NO. _____

DATE: May 5, 2015

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

THAT, the Sole Source purchase and installation of LED lighting upgrades in the Public Safety Building by Greener Volts, LLC, 801 N. East Street, Suite 9A, Frederick, MD 21701 in the estimated amount of Fifty-seven Thousand, Two Hundred Fifty-one Dollars and No Cents (\$57,251.00), be and is hereby approved; and

BE IT FURTHER ORDERED, that the approval of this purchase shall be contingent upon Greener Volts receiving an energy savings incentive from Potomac Edison for this project in the amount of \$36,920.00.

Brian K. Grim, Mayor

Funding: 001.048.630.00



Project Summary
City of Cumberland-
Public Safety Bldg.
LED Upgrade

Project Summary:

Goal - reduce electrical consumption and ongoing replacement and maintenance costs related to a variety of interior lighting at the City of Cumberland's Public Safety Building. With the installation of GreenerVolts LED lights, the City of Cumberland will **reduce electrical consumption by approximately 63%** for a variety of existing fluorescent and other light fixtures with LED lights that will last a minimum of 5 years (with warranty).

	Existing Lights	GreenerVolts LEDs
Light Summary – Primarily fluorescent tubes + small number of other lights (interior)	2222 Fluorescent and Tube lights	1494 LED Tubes and Lamps
Total Estimated Annual Energy Consumption (kWh)	173,409.60	64,220.00
Estimated Electrical Consumption Reduction		63%
Total Estimated Annual Electrical Utility Cost (at \$0.098 per kWh)	\$ 16,994.14	\$ 6,293.56
Estimated Annual Utility Savings (including HVAC Savings factor of 26% of standard savings)		\$ 13,482.73
Estimated Annual Maintenance Cost Savings		\$ 16,665.00
Total Estimated Annual Cost Savings (Utility + Maintenance/Replacement)		\$ 30,147.73

PROJECT INVESTMENT SUMMARY	
Estimated Project Investment	\$ 57,251.00
Estimated Potomac Edison Incentives	\$ 36,920.00
NET Project Investment	\$ 20,331.00
Estimated ROI, Year 1	148.28%
Estimated Payback Period, in months	8.09

ENVIRONMENTAL IMPACT SUMMARY	
Annual CO2 Emissions Reduction (in lbs.)	196,541.28
Annual Car Removal Equivalent (cars)	17.17
Annual Tree Planting Equivalent (acres of trees)	37.80



Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Fwd: City of Cumberland's Public Safety Building LED Upgrade proposal

1 message

Terry Boutwell <terry.boutwell@cumberlandmd.gov>
 To: Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Tue, Oct 28, 2014 at 6:50 PM

Approval from Jeff

Terry Boutwell
 City of Cumberland
 Central Services
 400 E. Offutt St. Extended
 Cumberland, MD 21502
 301-759-6640 Office
 240-580-0759 Cell
 terry.boutwell@cumberlandmd.gov

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

From: **Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>
 Date: Tue, Oct 28, 2014 at 2:14 PM
 Subject: Re: City of Cumberland's Public Safety Building LED Upgrade proposal
 To: Terry Boutwell <terry.boutwell@cumberlandmd.gov>

Approved as a sole source due to our service from PE. The M&CC will need to approve this given the amount....though it is a sole source. You will need to have an Order prepared for the next agenda.

Thanks.

On Tue, Oct 28, 2014 at 12:17 PM, Terry Boutwell <terry.boutwell@cumberlandmd.gov> wrote:

This is the one I need you approval.

Terry Boutwell
 City of Cumberland
 Central Services
 400 E. Offutt St. Extended
 Cumberland, MD 21502
 301-759-6640 Office
 240-580-0759 Cell
 terry.boutwell@cumberlandmd.gov

Item # 12



Regular Council Agenda
May 5, 2015

Description

Order authorizing the execution of an Agreement for Fees and Satisfaction of Self-Insured Retention with the firm of Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., to define rates of service relative to the case of Larry E. Ealy, Sr. vs. City of Cumberland Police Department, in an amount not to exceed \$25,000.

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: May 5, 2015

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

THAT, the Mayor be and is hereby authorized to execute an Agreement for Fees and Satisfaction of Self-Insured Retention with the firm of Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., to define rates of service relative to the case of Larry E. Ealy, Sr., vs. City of Cumberland Police Department, in an amount not to exceed the City's policy retention rate of Twenty-five Thousand Dollars (\$25,000).

Brian K. Grim, Mayor

MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.

April 23, 2015

Page 3

RE: Larry E. Ealy, Sr., v. City of Cumberland Police Department

Claim No: XP-1194

Our File No: 596-99035

Agreement for Fees and Satisfaction of Self-Insured Retention Rates:

Sr./Jr. Partners:	\$240/hour
Sr./Jr. Associates:	\$210/hour
Non-attorney support:	\$115/hour

I understand that I will be billed directly for the Self-Insured Retention at the rates above and agree to satisfy same.

Date: _____

Print Name

Signature

Title

Company Name

Please sign this page and return in the enclosed self-addressed stamped envelope.

Signed form must be returned to:

Marks, O'Neill, O'Brien, Doherty & Kelly, P.C.
600 Baltimore Ave., Suite 305, Towson, Maryland 21204-4022



Regular Council Agenda
May 5, 2015

Description

Order rescinding Order No. 25,805 dated April 21, 2015 authorizing the trade-in of a surplus 2001 Chevrolet pick-up truck to Timbrook Automotive. The vehicle will be held for surplus sale.

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: May 57, 2015

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

THAT, Order No. 25,805, approved April 21, 2015, declaring a 2001 Chevrolet pick-up truck, (VIN: 1GCCS19W418203013) to be surplus and authorizing its trade-in to Timbrook Automotive, 10345 Mt. Savage Road, NW, Cumberland, MD 21502, be and is hereby rescinded; and

BE IT FURTHER ORDERED, that said vehicle will be held for surplus sale.

Brian K. Grim, Mayor



Regular Council Agenda
May 5, 2015

Description

Order authorizing the execution of a Contract of Sale for the purchase of 529-531 Maryland Avenue from Vonnie M. Duckworth for the amount of \$50,000, setting forth certain contingencies for the sale, authorizing an extension of 60 days for the closing if necessary, and authorizing the City Administrator and City Solicitor to execute documents to facilitate the transfer.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: May 5, 2015

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

THAT the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland (“Buyer”) and Vonnie M. Duckworth (“Seller”) for the property and improvements thereon located at 529-531 Maryland Avenue, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Book 2100, Page 159, Tax Account No. 22-010735, for the purchase price of Fifty Thousand Dollars (\$ 50,000.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met and, upon completion of settlement and recordation of the deed, settlement contingencies shall be deemed to have been met; and

BE IT FURTHER ORDERED, that, should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreements for said purpose, provided the date of the closing is not extended more than sixty (60) days from the originally scheduled closing date; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

Brian K. Grim, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Vonnie M. Duckworth** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

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

A. 529-31 Maryland Avenue, Cumberland, MD 21502, Allegany County Land Records Book 2100, Page 159, Tax Account Nos. 22-010735.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Fifty Thousand Dollars (\$50,000.00), which Purchase Price includes the real property and improvements described in Section 1 above.

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

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

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

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

B. Seller shall be responsible for the termination of all utility services to the Property.

C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours of settlement in order to confirm that the Property will be delivered to Seller in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency, but such waiver must be effected in a writing submitted to Seller by Buyer's Mayor, City Solicitor or City Administrator. Therefore, it shall be incumbent upon Seller to make arrangements for this walk-through or to procure the written waiver in advance of settlement.

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

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

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

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

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

Seller shall provide Buyer with a draft of the deed in advance of settlement for its review and approval.

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

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

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

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

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

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

- Property Disclosure Statement
- Property Disclaimer Statement

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

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

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

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

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

_____ Buyer's Initials *md* _____ Seller's Initials

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

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

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

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

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

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

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

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

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

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

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

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

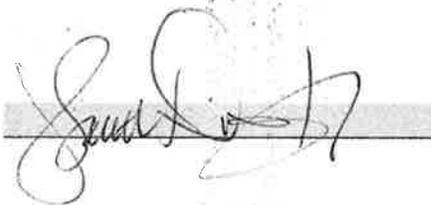
WITNESS:

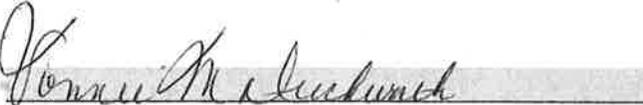
MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

Brian K. Grim

Date

 _____

 _____

Vonnie M. Duckworth

4/28/15 _____

Date

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

Property Address: 529-31 Maryland Avenue, Cumberland, MD 21502
 Legal Description: Deed recorded among Land Records of Allegany County, Maryland in Book 2100, Page 159

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

Seller: Vonnie M. Duckworth Date: 4/28/15
 Vonnie M. Duckworth

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

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

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

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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

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

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

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

Agent's Acknowledgment (initial)

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

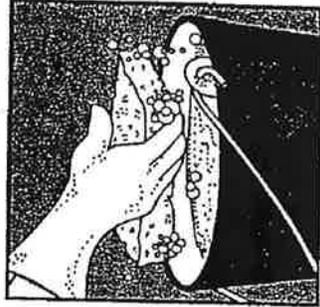
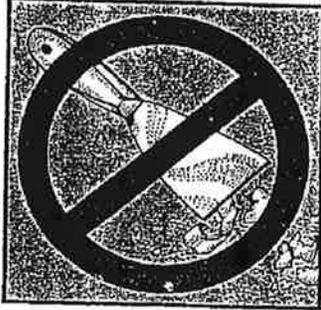
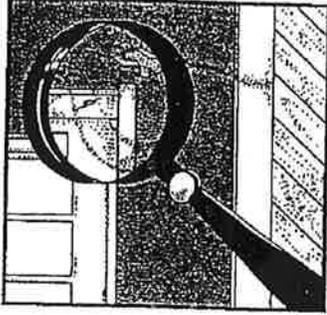
Certification of Accuracy

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

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

Seller: Vonnie M. Duckworth Date: 4/28/15
 Vonnie Duckworth

Protect Your Family From Lead In Your Home



EPA
United States
Environmental Protection
Agency



United States Consumer
Product Safety Commissioner

EPA747-K-94-001
May 1995

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

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

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

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



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



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



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

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

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

IMPORTANT!

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

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

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

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

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

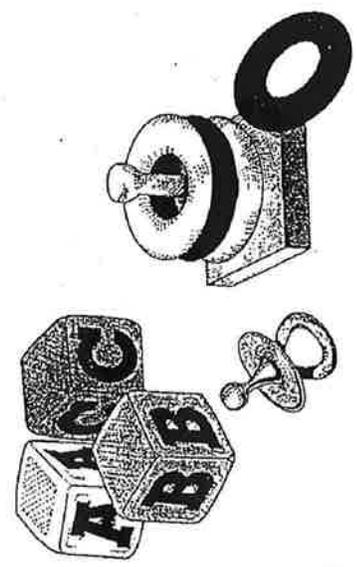
FACT: Removing lead-based paint improperly can increase the danger to your family.

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

Lead Gets in the Body in Many Ways

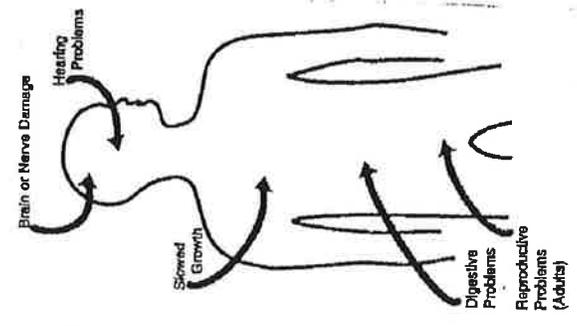
- 1 out of every 11 children in the United States has dangerous levels of lead in the blood-stream.
- Even children who appear healthy can have dangerous levels of lead.
- People can get lead in their body if they:
- ◆ Put their hands or other objects covered with lead dust in their mouths.
 - ◆ Eat paint chips or soil that contain lead.
 - ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

- Lead is even more dangerous to children than adults because:
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
 - ◆ Children's growing bodies absorb more lead.
 - ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.



2

- Lead's Effects**
if not detected early, children with lead in their bodies can suffer from:
- ◆ Damage to the brain and nervous system
 - ◆ Behavior and learning problems (such as hyperactivity)
 - ◆ Slowed growth
 - ◆ Hearing problems
 - ◆ Headaches



- Lead is also harmful to adults. Adults can suffer from:
- ◆ Difficulties during pregnancy
 - ◆ Other reproductive problems (in both men and women)
 - ◆ High blood pressure
 - ◆ Digestive problems
 - ◆ Nerve disorders
 - ◆ Memory and concentration problems
 - ◆ Muscle and joint pain

Lead affects the body in many ways.

3

Checking Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

Lead can be found:

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

Where Lead Is Likely To Be a Hazard

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

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

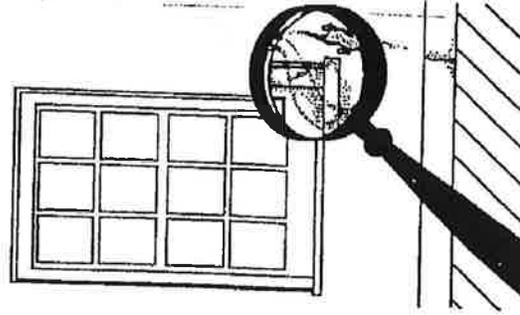
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

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

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

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

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



Checking Your Home for Lead

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

You can get your home checked for lead hazards in one of two ways, or both:

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

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

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

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

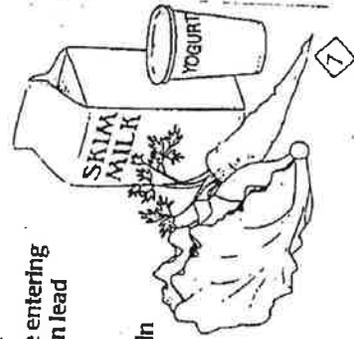
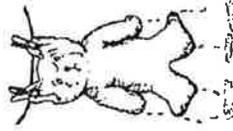
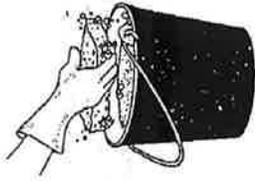


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What You Can Do Now to Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.

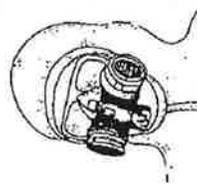


7

How To Significantly Reduce Lead Hazards

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

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



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

- ◆ You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called 'interim controls') are not permanent solutions and will not eliminate all risks of exposure.
- ◆ To permanently remove lead hazards, you must hire a lead 'abatement' contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

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

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

Remodeling or Renovating a Home With Lead-Based Paint

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

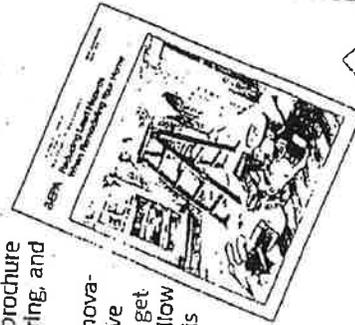
- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially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



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

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

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



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State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

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

EPA Regional Offices

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

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
John F. Kennedy Federal Building
One Congress Street
Boston, MA 02203
(617) 555-3420

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Building 5
2890 Woodbridge Avenue
Edison, NJ 08857-5679
(908) 321-6671

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

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

CPSC Regional Offices

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

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

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

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

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

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

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

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

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

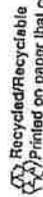
12

13

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

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



Printed on paper that contains at least 20 percent recycled content.



Regular Council Agenda
May 5, 2015

Description

Order authorizing the execution of a Lease Agreement with Coach's Entertainment Enterprises, LLC, T/A Mezzos, to permit the use of a portion of rights-of-way in the area of 114 S. Centre St. for entertainment purposes.

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: May 5, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and Coach's Entertainment Enterprises, L.L.C. T/A Mezzos, to permit the use of a portion of the rights-of-way in the area of 114 S. Centre Street for entertainment purposes; and

BE IT FURTHER ORDERED, that this lease shall be for a term of one (1) year commencing July 1, 2015 and terminating June 30, 2016 unless terminated sooner as provided for by the Lease, for the cost of One Dollar (\$1.00).

Brian K. Grim, Mayor

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2015, between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **COACHS ENTERTAINMENT ENTERPRISES, L.L.C. T/A MEZZOS** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 114 S. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on portions of the public right-of-way adjacent to its restaurant as well as for entertainment purposes on one of the aforesaid rights-of-way; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Demise. Subject to the hereinafter set forth provisions, the City hereby leases to Lessee the following parcels of property located on the public rights-of-way adjacent to Lessee’s restaurant:

(a) The area measuring 6 feet in depth and 32 feet in width adjacent to the restaurant building on the South Centre Street side of the restaurant property; and

(b) The portion of the alley located on the northern side of the restaurant property, for the full width of the alley, running with the northeastern corner of the restaurant building through to S. Centre Street.

The demised parcels, being shown on the plat attached hereto as Exhibit 1, are hereinafter referred to collectively as the “Demised Premises” and the portion of the Demised Premises described in paragraph 1(b) above are hereinafter referred to as the “Alley Parcel.”

2. Term. The term of this lease shall commence on July 1, 2015 and shall terminate on June 30, 2016, unless sooner terminated as provided for herein.

3. Use of Property. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

The Alley Parcel may be used for the aforesaid purposes on Fridays and Saturdays from 5 p.m. until midnight during the period of each year during the term of this Lease which falls between May 30 and October 31. In addition to the uses applicable to the Demised Premises as a whole, the Alley Parcel may be utilized for the purpose of provided entertainment for Lessee's customers; provided, however, that Lessee shall comply with all requests made by the City of Cumberland Police Department relative to noise control and it may, in its absolute discretion in the event there are noise issues or issues relative to the disorderly conduct of Lessee's patrons, direct that the use of the Alley Parcel be terminated on any particular evening for either outdoor dining, the provision of entertainment or for both purposes.

The Lessee shall coordinate its outdoor entertainment with the Downtown Development Commission so as to ensure that it does not interfere with outdoor entertainment provided by the Downtown Development Commission. To the extent that it interferes, it will not be permitted and shall be subject to being terminated by the City of Cumberland Police Department on any particular evening.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off of the Demised Premises. Any such beverages to be consumed within the Demised Premises shall be served in non-breakable containers. **Glass bottles or glasses are not permitted in the area of the Demised Premises.**

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or sublet by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Utilities, Construction of Improvements.** Lessee shall not construct any improvements in the area of the Demised Premises. The Demised Premises shall be subject to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric, and telephone service providers, for the full length and width of both parcels comprising the Demised Premises for any existing utility lines, for drainage and for the installation, repair, replacement and/or maintenance of any needed or existing utility lines and stormwater management and sediment and erosion control devices and improvements.

12. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

13. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

14. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

15. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the "**Mayor and City Council of Cumberland**" as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

16. **Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

18. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

19. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

20. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

21. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

Daniel Bowser, Member
Coachs Entertainment Enterprises, L.L.C.
402 Wempe Drive
Cumberland, MD 21502

22. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

23. 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.

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

25. Severability. Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

26. 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 LEASE. 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 LEASE.

27. **Entire Agreement.** This Lease 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.

28. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

**COACHS ENTERTAINMENT
ENTERPRISES, LLC T/A MEZZOS**

By: _____
Daniel Bowser, Member

By: _____
Bernard Nichols, III, Member

WITNESS

WITNESS



Regular Council Agenda
May 5, 2015

Description

Order authorizing the execution of a Contract of Sale for the purchase of 224-226 Cecelia Street from Vonnie M. Duckworth for the amount of \$13,675, setting forth certain contingencies for the sale, authorizing an extension of 60 days for the closing if necessary, and authorizing the City Administrator and City Solicitor to execute documents to facilitate the transfer.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: May 5, 2015

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

THAT the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland (“Buyer”) and Vonnie M. Duckworth (“Seller”) for the property and improvements thereon located at 224-226 Cecelia Street Maryland Avenue, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Book 2100, Page 155, Tax Account Nos. 22-015346 and 22-015338, for the purchase price of Thirteen Thousand, Six Hundred Seventy-five Dollars (\$ 16,675.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met and, upon completion of settlement and recordation of the deed, settlement contingencies shall be deemed to have been met; and

BE IT FURTHER ORDERED, that, should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreements for said purpose, provided the date of the closing is not extended more than sixty (60) days from the originally scheduled closing date; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

Brian K. Grim, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **Vonnie M. Duckworth** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract.

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

A. 224-226 Cecelia Street, Cumberland, MD 21502, Allegany County Land Records Book 2100, Page 155, Tax Account Nos. 22-015346 & 22-015338.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") is Thirteen Thousand Six Hundred Seventy-Five Dollars (\$13,675.00), which Purchase Price includes the real property and improvements described in Section 1 above.

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

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

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

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

B. Seller shall be responsible for the termination of all utility services to the Property.

C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours of settlement in order to confirm that the Property will be delivered to Seller in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency, but such waiver must be effected in a writing submitted to Seller by Buyer's Mayor, City Solicitor or City Administrator. Therefore, it shall be incumbent upon Seller to make arrangements for this walk-through or to procure the written waiver in advance of settlement.

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

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

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

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

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

Seller shall provide Buyer with a draft of the deed in advance of settlement for its review and approval.

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

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

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

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

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

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

- Property Disclosure Statement
- Property Disclaimer Statement

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

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

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

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

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

_____ Buyer's Initials nd _____ Seller's Initials

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____
Brian K. Grim

Date





Vonnice M. Duckworth

4/28/15

Date

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

Property Address: 224-226 Cecelia Street, Cumberland, MD 21502
 Legal Description: Deed recorded among Land Records of Allegany County, Maryland in Book 2100, Page 155

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

Seller: *Vonnie M. Duckworth* Date: 4/28/15
 Vonnie M. Duckworth

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

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

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

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

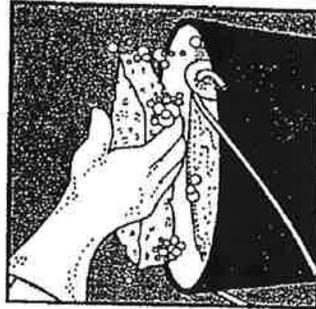
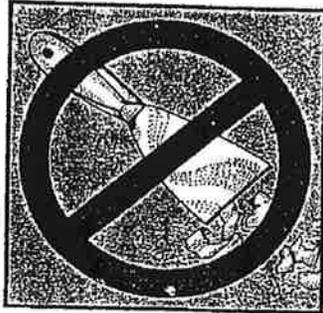
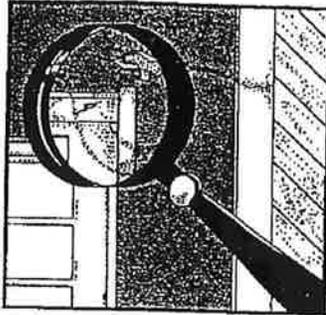
Buyer: _____
 Mayor and City Council of Cumberland,
 by Brian K. Grim, Mayor

Date: _____

Seller: _____
 Vonnie Duckworth

Date: 4/28/15

Protect Your Family From Lead In Your Home



United States Consumer Product Safety Commission

EPA747-K-94-001
May 1995

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

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

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

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



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



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



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

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

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

IMPORTANT!

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

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

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

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

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

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

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

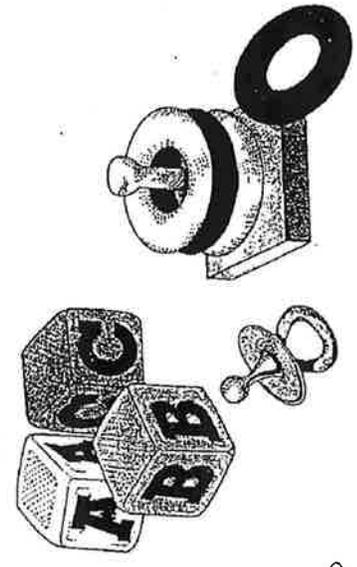
Lead Gets in the Body in Many Ways

- ◆ 1 out of every 11 children in the United States has dangerous levels of lead in the blood-stream.
- ◆ People can get lead in their body if they:
 - ◆ Put their hands or other objects covered with lead dust in their mouths.
 - ◆ Eat paint chips or soil that contain lead.
 - ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

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

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



2

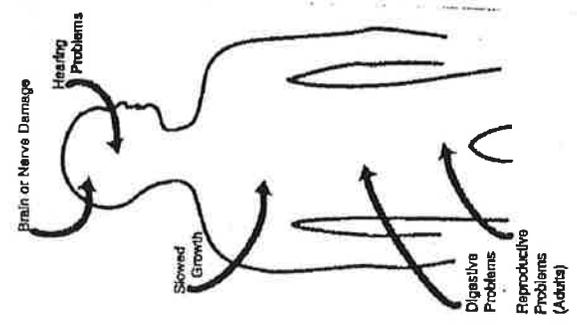
Lead's Effects

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

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

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

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



Lead affects the body in many ways.

3

Checking Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

Lead can be found:

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

Where Lead Is Likely To Be a Hazard

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

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

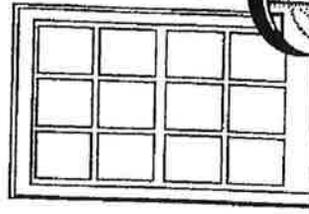
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

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

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

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

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



Checking Your Home for Lead

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

You can get your home checked for lead hazards in one of two ways, or both:

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

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

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

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

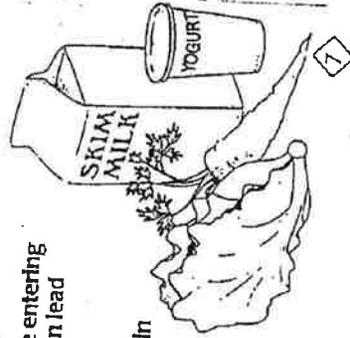
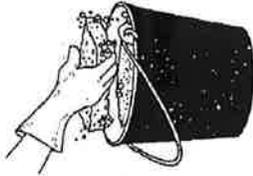


6

What You Can Do Now to Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.

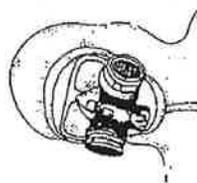


7

How To Significantly Reduce Lead Hazards

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

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



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

- ◆ You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will not eliminate all risks of exposure.
- ◆ To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

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

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

Remodeling or Renovating a Home With Lead-Based Paint

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

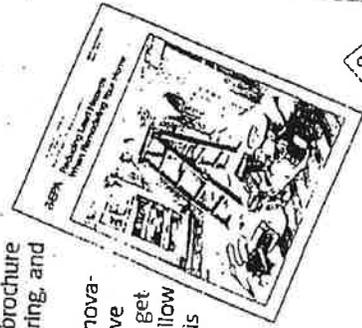
- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially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

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



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

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



9

8

State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

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

EPA Regional Offices

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

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
John F. Kennedy Federal Building
One Congress Street
Boston, MA 02203
(617) 585-3420

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

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

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

CPSC Regional Offices

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

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

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

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

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

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
959 18th Street, Suite 500
Denver, CO 80202-2405
(303) 293-1603

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

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

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

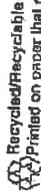
12

13

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

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



Printed on paper that contains at least 20 percent recycled content.



Regular Council Agenda
May 5, 2015

Description

Order authorizing the Sole Source purchase of 20 Gutermann Zonescan Correlating Loggers and 1 Gutermann Communication Package with Android Tablet and 2 days training from The C.I. Thornburg Company, Inc., in the amount of \$29,700.00.

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

002.299XN.64000

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

ORDER NO. _____

DATE: May 5, 2015**ORDERED, By the Mayor and City Council of Cumberland, Maryland,**

THAT, the Sole Source purchase of twenty (20) Gutermann Zonescan 820 Correlating Loggers and one (1) Gutermann Communication Package (comlink, software & antenna), with Android Tablet (includes two (2) days training) from The C.I. Thornburg Company, Inc., Bridgeport Branch, 4938 Benedum Drive, Bridgeport, WV 26330-7172, is hereby approved in the amount of Twenty-nine Thousand, Seven Hundred and Dollars and no Cents (\$29,700.00).

Brian K. Grim, Mayor

Source of Funding: 002.299XN.64000

** QUOTATION **

S1666387

THE C.I. THORNBURG CO., INC.
BRIDGEPORT BRANCH
4938 BENEDUM DRIVE
BRIDGEPORT, WV 26330-7172

Page# 1

Bid To:

Ship To:

Acct #9365
CITY OF CUMBERLAND
ATTN: FINANCE DEPT
57 N LIBERTY STREET
CUMBERLAND, MD 21502
Phone # : 301-759-6404

CITY OF CUMBERLAND
WATER DEPT
215 BOWEN STREET
CUMBERLAND, MD 21501

--Bid-Date---Expr-Date--Writer--Terms-----Ship Via-----
01/15/15 12/31/15 UNDMAR NET 30 DAYS RT28N.OUR TRUCK
--Purchase Order #-----CTNS / WT---Picker----Loader-----Delivered By-----
GUTERMANN ZONESCAN

***** Shipping Instructions *****
* CALL BOB 24H BEFORE DEL *
* 301-759-6623 *
* ##### *

Bid-Qty--

Net

- 20 GUTERMANN ZONESCAN 820 CORRELATING
LOGGER
- 1 GUTERMANN COMMUNICATION PACKAGE
(COMLINK, SOFTWARE & ANTENNA)
WITH ANDROID TABLET
INCLUDES TWO DAYS TRAINING

BID TOTAL	----- 29700.00
Bid Amount	----- 29700.00

002.299XN.64000

Extras not listed or spelled out are not included in pricing.
We reserve the right to correct clerical errors.

.. Reprint .. Reprint .. Reprint .. Reprint ..



GUTERMANN

Cameron Keyes
 Gutermann, Inc.
 603-320-9166
 36 South 27th Street
 Camp Hill, PA 17011

Cumberland Maryland

To Bob Rider:

Subject: Gutermann Leak Detection Equipment Sole Source Documentation

The Gutermann Zonescan 820 System and Aquascan 610 products sold in the USA is distributed sole source through The CI Thornburg at the address following {4034 Altizer Avenue, Huntington, WV} and other locations in region. There is no equal product to Zonescan 820 and Aquascan 820 because of the following reasons:

Zonescan 820 Correlating Radio Logger

- 1) Proven correlation function tested over 12 years in the field. The only noise logger that can make such a claim.
- 2) Ability to use ZS 820 loggers in a "lift & shift" mode or an unmanned mode with no upgrades. This is possible with the addition of radio repeaters but the software and interface remains the same.
- 3) FCC Approved 915 MHz "Frequency Hopping"
 - Gutermann has documentation of FCC approval of its 915 MHz.
 - It is important to check the FCC Approval of all other radios when making a decision.
- 4) Systems Currently operating globally
 - We have over 50 successful Alpha and 100s of "lift & shift" installations operating currently across the globe.
 - We use the data collected from these experiences to further enhance the system and develop new products within its framework.
- 5) One main hub for data from lift & shift and unmanned
 - The system is designed to accept data from both your permanent installations (Alpha) and your lift and shift applications (Zonescan Smart). This allows you to survey the system outside the permanent area and still view and manipulate the data from the same interface.

11:09

- The ZS Alpha loggers and ZS Smart loggers are interchangeable. You can use the loggers you purchase in any way you see fit. If you need additional loggers for a lift and shift application you can easily pull from your permanent stock and vice versa.

Aquascan 610

- 1) Major design difference in that the unit has the radio and sensor built in one housing.
 - This advantage allows the users to deploy the sensors in the valve chamber and then close the lid. This gives the user the ability to perform correlations from the side of the road as opposed to in the middle of a traffic filled street.
 - This also reduces down time of equipment due to failure in cords and connections which is common with field equipment.

Sincerely,

Director of Sales
Cameron Keyes



Margie Woodring <margie.woodring@cumberlandmd.gov>

Fwd: Attached Image

1 message

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>
To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Thu, Apr 23, 2015 at 10:10 AM

Here is Riders email.



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

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

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

From: **Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>
Date: Thu, Apr 9, 2015 at 11:04 AM
Subject: Re: Attached Image
To: Robert Rider <bob.rider@cumberlandmd.gov>
Cc: Joe Urban <joe.urban@cumberlandmd.gov>, Dave Curry <dave.curry@cumberlandmd.gov>

I am on board now and approve. Given the price, we need to get this on an agenda as a sole source.

Jeff



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

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

On Wed, Apr 8, 2015 at 12:43 PM, Robert Rider <bob.rider@cumberlandmd.gov> wrote:

The Gutermann letter doesn't work?

Item # 18

Bob Rider
Water Services Superintendent

On Wed, Apr 8, 2015 at 11:23 AM, Jeff Rhodes <jeff.rhodes@cumberlandmd.gov> wrote:
Bob,

I just need Sole Source justification.

Jeff



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

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

On Tue, Mar 24, 2015 at 8:47 AM, Robert Rider <bob.rider@cumberlandmd.gov> wrote:
Jeff,

This is the leak detection equipment we talked about, would like to sole source the Gutermann Product.

Put a lot of time in reviewing the FCS, Metrotech and Gutermann systems, we had demo's on all done, and the guys that do most of the leak work, reviewing.

Margie has the paper work, let her and I know if it's added the the M&CC agenda.

Thanks,

Bob Rider
Water Services Superintendent

----- Forwarded message -----
From: <copier@cumberlandmd.gov>
Date: 2015-03-24 9:10 GMT-04:00
Subject: Attached Image
To: Bob Rider <bob.rider@cumberlandmd.gov>

Item # 18



Regular Council Agenda
May 5, 2015

Description

Order declaring certain vehicles and equipment which are no longer of use to the City to be surplus and authorized for sale.

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: May 5, 2015**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment which have been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said vehicles and equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND THAT:

1. The following vehicles and equipment are hereby declared to be surplus property and authorized for sale:

Vehicle Unit No.	Year	Make & Model	VIN No.
505	1993	Chevy 2500	1GCCG34KXPE195511
342	1996	Ford Ambulance	1FDKE30F0THB27204
10	2003	Crown Victoria	2FAFP71WX3X137671
102	2001	Chevy Impala	1G1ND52J016149920
306	2001	Ford F-350 Crew Tool Body	1FDWW36F51EA81289
603	1994	Chevy 1500 Pickup Truck	1GCEK14H3RZ263940
114	1996	Jeep	1J4FJ28S2TL265301
215	1991	Ford F-150 Truck	1FTHF25Y2MNA40004
502	2001	Chevy S-10 Truck	1GCCS19W418203013
505	1995	Ford Truck	2FTHF26H9SCA69825
603	1991	Chevy Truck	1GCDG15Z0M7114930

Equipment Description	Serial Number
Toro Groundmaster 325-D Riding Mower, 72" Deck	K3D 10732
Toro Groundmaster 325-D, Riding Mower 72" Deck	K3D 115745
Snapper Riding Mower, 42" Deck	50193152

 Brian K. Grim, Mayor



Regular Council Agenda
May 5, 2015

Description

Order authorizing the execution of a Lease Agreement with R&M Variety Store Limited Liability Company, located at 100 Baltimore Street, to allow for the use of the public right-of-way in front of the business on Centre and Baltimore Streets to sell merchandise.

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: May 5, 2015

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

THAT, the Mayor be and is hereby authorized to execute a Lease Agreement by and between the Mayor and City Council of Cumberland and R&M Variety Store Limited Liability Company, located at 100 Baltimore Street, to allow for the use of public right-of-way in front of the business on Centre and Baltimore Streets to sell merchandise; and

BE IT FURTHER ORDERED, the term of the lease for a defined portion of the public right-of-way measuring 15' x 52" , as defined on the attached map, shall commence on April 21, 2015 and terminate on August 15, 2015; and the term of the lease for a the remained of the space, as defined on the attached map, shall commence on April 21, 2015 and shall terminate on June 15, 2015.

Brian K. Grim, Mayor

THIS LEASE AGREEMENT (“Lease”) is made and executed this 5th day of May, 2015, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **R&M VARIETY STORE LIMITED LIABILITY COMPANY** (“Lessee”).

WHEREAS, Lessee operates a business at 100 Baltimore Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the business on Centre Street and Baltimore Street.

WHEREAS, Lessee wishes to expand its operation to include selling merchandise on a portion of the public right-of-way adjacent to its business; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for selling merchandise.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Demise. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee’s business, the area of which encompasses that portion of the right-of-way directly in front of the building along Baltimore Street to a depth of 6 feet and a length of 35 feet; the planter/stage area in front of the building which measures a depth of 15 feet and a length of 30 feet; an area along the Centre Street side of the planter/stage area which measures a depth of 2 feet and a length of 21 feet; the area along the side of the planter adjacent to the building which measures a depth of 4 feet and a length of 30 feet; the area on the opposite side of the planter which measures a depth of 2 feet and a length of 30 feet; the area on the south (Allegany Pawn) side of the fire lane measuring a depth of 6 feet and a length of 65 feet; and the area between both planters which measures a depth of 15 feet and a length of 52 feet. The aforesaid areas are hereinafter referred to collectively as the “Demised Premises” and are shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. The Lessee shall not place goods in the fire lane or obstruct the right-of-way for pedestrians.

2. Term. Except for the 15’x52’ area shown on the Exhibit 1 attached hereto, the term of this Lease shall commence on April 21, 2015 and shall terminate on August 15, 2015 unless sooner terminated as provided for hereinafter. The term of this Lease as to the 15’x52’ area shall commence on April 21, 2015 and shall terminate on June 15, 2015 unless sooner terminated as provided for hereinafter.

3. Use of Property. The Demised Premises shall be occupied and used by Lessee so as to provide for the retail sale of goods to Lessee’s customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state

and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Plant Carts/Display Tables/Sales Displays.** Lessee shall be permitted to locate and use its plant carts, display tables and sales displays (collectively, the "Displays") within the area of the Demised Premises. No other items other than Displays and the goods offered for sale and displayed thereon and therein shall be permitted in the Demised Premises unless they are first approved by the City. The Displays, goods and other approved items may only be placed within the Demised Premises during the hours of operation of Lessee's business. At all other times, said Displays, goods and other approved items must be stored in a neat and orderly manner. All empty Displays must be stored inside Lessee's place of business.

8. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

9. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

10. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

11. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

12. Maintenance. Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

13. Insurance. So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the City as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

14. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

15. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

16. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

17. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

18. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

19. Notice. Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

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

To Lessee:

R&M Variety Store Limited Liability Company
100 Baltimore Street
Cumberland, MD 21502
ATTN: Michael Knippenberg

20. Governing Law. The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

21. **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.

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

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **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 LEASE. 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 LEASE.**

25. **Entire Agreement.** This Lease 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.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____
Brian K. Grim, Mayor

**R&M VARIETY STORE LIMITED
LIABILITY COMPANY**

By: _____
Michael Knippenberg, Member

EXHIBIT 1

