



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

AGENDA

M&CC Regular Public Meeting
701 Kelly Road, Room 100, Cumberland, MD

DATE: April 02, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Presentation of a Certificate of Recognition to the Allegany High School Mock Trial Team for capturing the State Championship
2. Presentation of awards given in recognition of employee career milestones

Approval of Minutes

1. Approval of the Work and Regular Session Minutes of March 5, 2024

Public Hearings

1. A second public hearing for the Community Development Block Grant (CDBG) 2024 Annual Action Plan.

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 3976 (2nd and 3rd readings) - authorizing the execution of an Infill Development Agreement with Teabow Residential LLC for the purpose of conveying certain surplus real property located at 602, 606, 610, 612-614, 616-618, 622 and 624 Maryland Avenue, 301-303, 305, 307 and 309 Arch Street, 220-222 Lee Street, 321-323

and 325 Pennsylvania Avenue, 215-217 Knox Street and 252 Elder Street in the City of Cumberland to Teabow Residential LLC for the development of said properties for market-rate residential housing

New Business

(B) Orders (Consent Agenda)

- [1.](#) Order 27,436 - authorizing the purchase of one new Caterpillar Cold Planer PC306 from Cleveland Brothers CAT for an amount not to exceed \$20,900 in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts)
- [2.](#) Order 27,437 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap
- [3.](#) Order 27,438 - declaring certain City-owned properties to be surplus and authorizing them for sale

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Presentation of a Certificate of Recognition to the Allegany High School Mock Trial Team for capturing the State Championship

City of Cumberland
- MARYLAND -

CERTIFICATE OF RECOGNITION



The Mayor and City Council of the City of Cumberland
do hereby award this Certificate to

ALLEGANY HIGH SCHOOL'S MOCK TRIAL TEAM

...in recognition of Colin Sheeha, Maddie Baker, Josef Sneathen, Daniel Ly, Carli Atkinson, Mya Hare, Emmanuel Kujenga, Finn Gallagher, Bryce Bridges, Nick Wilt, Teacher Coach Brian White & Attorney Coach Chris Logsdon for winning the state title in Annapolis with a 13-0 season

Now, therefore, I have issued and signed this Certificate of Recognition in honor of this commendable achievement.

**GIVEN UNDER OUR HANDS AND SEALS THIS 2ND DAY OF APRIL, IN THE YEAR TWO THOUSAND AND TWENTY-FOUR,
WITH THE CORPORATE SEAL OF THE CITY OF CUMBERLAND HERETO ATTACHED.**


RAYMOND M. MORRIS
Mayor

File Attachments for Item:

1. Approval of the Work and Regular Session Minutes of March 5, 2024



Mayor and City Council of Cumberland

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Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, March 5, 2024, 5:00 p.m.

PRESENT: Mayor Raymond M. Morriss; Council Members Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini. Councilman Rock Cioni was absent.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Scott Cohen, City Solicitor; Bobby Smith, Director of Engineering and Utilities; Chuck Ternent, Chief of Police

Media: Teresa McMinn, Cumberland Times-News
Kathy Cornwell, WCBC Radio

I. UPDATE FROM RICH REINHARDT WITH PERCY PUBLIC AFFAIRS

Mr. Reinhardt stated that this is a critical time in Annapolis this year, in terms of legislation, and shared a graph showing the number of bills in the Senate and the House Committee which are substantial - just 60 bills shy of 4,000 individual bills introduced this year - which is a historic milestone. Reinhardt said that an average year typically would have 2,500-2,700, maybe 3,000 bills and for this being a non-election year having almost 4,000 bills in the general assembly is remarkable. The weekly bill report is sitting around 48 pages for Cumberland and covers a large volume of bills that are being tracked on our behalf including public safety, transportation, labor, health issues & property tax issues. He continued that there are some bills he is watching closely and some that we have actually taken positions on.

Mr. Reinhardt stated that March 12th marks the 63rd day, which will commemorate the committee reporting and is a general courtesy for each of the Chambers to provide a report on all of the bills that are in their committee. The following week will be Cross-Over date, March 18th, which is when each Chamber must send over all of the bills they are intending to move favorably. If it does not crossover, the bill is dead and must wait until next year. April 1st the budget bill has to

pass through both legislature Chambers and be presented to the Governor, and the following week, April 8, will be last day of session and adjourn at 12:01 that evening.

Mr. Reinhardt continued with an update on where we stand on some of the bills. Reinhardt stated that there was a bill, House Bill 243 that we submitted opposition on, departmental bill that makes various changes to the state law governing the sales taxes relating to properties that local governments are authorized or required to withhold from sale, the amount that must be paid to redeem the property after a tax sale and the timing of the filing of a complaint to foreclose the right of redemption on owner occupied residential property. The bill was presented to the House Ways and Means Committee and has been sitting and does not look like this is will be moving forward.

Mr. Reinhardt moved on to House Bill 507, “Allegany & Garrett Counties Property Income Taxes - Credit for Construction and Purchase of Housing”, a bill that was introduced last year that did not pass. It is legislation will only affect Allegany & Garrett counties and would establish a credit against local property tax and state income tax for newly constructed residential property in those two counties. Allegany County and Garrett County, and the municipalities within those two counties, by law, must grant a property tax credit for up to \$10,000 against the property tax imposed on an eligible dwelling for up to five years if the eligible dwelling meets specific requirements. Mr. Reinhardt continued that he and Mayor Morriss had discussed this bill with Delegate Jason Buckel about shared concerns. Delegate Buckel had stated he was confident this bill was going to move out of the House Chamber and potentially pass. However, Mr. Reinhardt continued that this Bill was heard a month ago and had had no further movement and with the current financial condition for the State, he feels the State cannot afford to lose that kind of revenue and that this Bill may not pass.

Mayor Morriss interjected that there would be administrative burden to be made whole by the Comptroller’s office. They get tax credit and the state would reimburse us the difference, but we’d have to file to be able to get the funds back.

Mr. Reinhardt continued with House Bill 559, “State Employees 4-day Work Week Implementation”, a Bill which would require the Department of Budget Management to identify, by October 2025, those particular units of state government that could transition into a (4) day week work and would also be required to complete implementation for state employees in those identified units by October 2027, and by October 2028 would have to report on implementation. He said that this is a transitional piece of legislation with reporting requirements four years out and has had no further action since its introduction.

Mr. Reinhardt explained the Public Safety Bill that they are tracking for the Police Chief; House Bill 707 for law enforcement for use of body worn cameras. Would alter/expand application of existing provisions that require specific law enforcement agencies to require the use of body worn cameras by each sworn law enforcement officer while in uniform, in public and conducting law enforcement duties and regardless of rank. Reinhardt continued that while concerns have been raised, at this moment, this bill has not received any additional traction other than a hearing last week. He will be watching this bill closely for the next two weeks.

Mr. Reinhardt continued with a bill that has been tracked since last Fall, Senate Bill 14 - “Economic Development Tourism Zone”. This is one of the first bills introduced this Session and has received a lot of support from Frostburg, Cumberland, the Department of Commerce and the Governor. This bill allows municipalities to designate specific tourism zones which would

exempt gross receipts from any admissions or amusement charge levied by a qualifying tourism enterprise for admission or amusement taxes.

Reinhardt continued that it would grant property tax credits against county and municipal real and property taxes to qualifying tourism enterprises located in that tourism zone. He stated that Mayor Morriss and Mayor Bob (from Frostburg) were on hand to testify, however the Committee Chair made an error and overlooked the others that were there to speak and they were not allowed to present. The Maryland Association for Counties is ambivalent to this, but outside stakeholders want to see it expand. The Bill is currently at a crossroads and we need to see if it will get on a voting list.

Mr. Reinhardt continued with McKay's Senate Bill 1070, the Bill related to the financial institutions of the Canal Place. He is pleased to report that the Bill was withdrawn by Senator McKay prior to the hearing. Senator McKay will look to engage stakeholders to further discuss the legislation.

Mr. Reinhardt discussed the budget process and indicated tomorrow the subcommittees will be reporting out recommendations on operating needs across state government. Once the reports are issued, they will be presented in a final report to the Senate Budget and Taxation Committee. Reinhardt indicated we'd be watching closely the Capital Budget decisions, as well with hearings coming up, which is where some of our budget requests are found.

Reinhardt said that we've been fortunate, through the efforts put in over the last 8 months has secured \$500k in the Governor's Miscellaneous Grants budget and is confident that the money will be maintained in the senate decision. In addition, we've worked with Senator McKay and Delegate Buckel on seeking \$350k for Evitts Creek Phase IV and are hopeful to see that bond initiative move forward as well. It's been given top priority by Delegate Buckel.

Mr. Reinhardt shared that once the rubber stamp of both the Operating and the Capital budgets is done it will go to the floor for a 2nd and 3rd reader and then will go to the House for consideration. He will provide updates as reports come through.

Mr. Reinhardt continues with the post session and what our strategic plan is. He says we will have a to-do list over the summer, primarily around our needs for infrastructure support. We are seeking meetings with Matt Voorhies and the Governors office about starting strategy on how to leverage our Congressional partners to bring money back for the infrastructure projects.

He also indicated we are hoping to bring Governor Moore back to the area, especially for the ribbon cutting ceremony on Baltimore Street.

Mayor Morris thanked Mr. Reinhardt for the update and said we've had a very active year. We've been successful in laying a lot of ground work that will help going forward.

Mr. Reinhardt remarked how impressed he is with how quickly Cumberland has generated a close relationship with this administration (Governor Moore), saying that in less than 18 months, the amount of attention and support this administration has given to Cumberland and the relationships that have been built are significant. He said the representation that Cumberland brings generated a lot of buy in there in Annapolis to help with the area.

II. FUNDING DISCUSSION ON WILLS HOTEL

Mr. Silka stated this project originally had a \$3M budget and was raised to \$4M. After the actual bids came in, they were sitting at \$4.6M, generating a \$600K gap to close the project which has already gotten a tax credit. He continued that Allegany County offered a strategy that they (the County) will go to the George Edwards fund for the additional \$250K, the county will match that amount and is asking the City to come up with \$100K to make the project happen.

Silka shared that the City received unexpected additional grant funding of \$1.5M for the Baltimore Street project, which freed up the cash balance. Now with \$1M left, we are proposing to use \$100k to go into the Wills Hotel project to make it complete.

Mayor Morriss indicated that the County has been forthcoming to fund City projects and if the City has \$100K to use for a project on Baltimore Street, then it should be considered.

Councilman Furstenberg questioned how far down the road the project was and Mr. Silka replied that the project is ready to go. Councilwoman Marchini stated she felt it was a worthy cause to be so close but unable to bring it to fruition. Councilman Furstenberg questioned how much the developer was putting into to, and the Mayor replied that it is \$3.5M.

Council came to a consensus that the funding would be provided.

III. REVIEW OF PUBLIC MEETING AGENDA 3/5/24

Mayor Morriss reviewed the meeting agenda pointing out that the Arts Commission Ordinance was something that needed to move forward. He also questioned the Army Corps of Engineers agreement on the agenda.

Mr. Robert Smith explained that this agreement allows the City to begin working to develop a project that will combine the canal rewatering and the 78" pipeline. They will rewater 1.2 miles on the Canal by removing the levee installed in the 50s. They will be removing 15-20 feet of earth in places; the water will flow to Oldtown and the 78" pipeline will be installed. The Army Corps of Engineers would pay for most of the construction.

Smith continued that the portion within City limits counted as work in kind and will cover the City's contribution without needing anything additional. He stated that the Earmark awarded to the Corps for \$390K gave them what they needed for this project. Smith further explained that the City will be responsible for 35% of the project costs and will be on the hook for the 78" pipeline within the project. There will be a meeting with the Corps in the next few weeks. This is expected to have a 3-4 year design phase with construction following, which would be an expected 18 months before re-watering could occur.

IV. MAYOR AND CITY COUNCIL UPDATES

Mr. Frazier explained that he has an upcoming meeting about the Riverpark and that there is a new business going in on Elizabeth Street called J&J Truck and Body, which is based out of Somerset, PA.

Mr. Furstenberg stated he attended his first Parks & Recreation board meeting.

Ms. Marchini stated the Downtown Development Commission's Mainstreet Committees are meeting and are looking for sponsors for music for Friday after Five, the Winter Festival and the Farmers Market. The Historic Preservation Commission also approved the first solar panels on Washington Street.

Marchini continued that there is a need to update the survey for the Downtown Historic District for the purpose of historic preservation taxes for the tax credit and they are looking for a grant to do that. There will also be a big archaeological dig in Oldtown on May 31st-June 10th, and there will be a dinner held and Council will be able to participate in the dig. Marchini also shared that the Hooley Plunge went well and that the Hooley Pub Crawl was coming up next week.

Mayor Morriss explained he had a great meeting with the Governor last week, giving him a chance to talk about what is going on in Cumberland. Thursday night was part of the Mayor's Association meeting reception at the Governors Mansion. He followed with a reminder of the Hooley Pub Crawl on March 16th.

Mr. Silka stated that the elevator in City Hall will be out of service on the 11th for at least 6 weeks and the air conditioning will be down until September. There are plans to hold public meetings elsewhere and are currently working with Allegany County and the Allegany Museum to explore use of their buildings. Silka also stated he was looking to relocate some staff during this time.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:11 p.m.
Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



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Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

MINUTES

M&CC Regular Meeting
57 N. Liberty St.

DATE: March 5, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Laurie P. Marchini
President Raymond M. Morriss

ABSENT:

Council Member Richard J. "Rock" Cioni

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Shannon Adams, Fire Chief; Chuck Ternent, Police Chief

IV. Presentations

Mayor Morriss recognized two individuals, Timothy Murphy (32 years) and Dennis Steiding (20 years) for their retirement from the City. Mayor Morriss read a letter from Mr. Murphy's supervisor, Brooke Cassell, speaking to his accomplishments. Fire Chief Shannon Adams spoke of Mr. Steiding's skills and accomplishments.

V. Director's Reports

Motion to approve the reports was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 4-0.

(A) Fire

1. Fire Department Monthly Report for January 2024

(B) Utilities

1. Utilities Division Water/Sewer/Flood Monthly Report for February 2024

VI. Approval of Minutes

Motion to approve the minutes was made by Council Member Marchini, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

1. Approval of the Work Session Minutes of February 13, 2024 and the Closed, Work and Regular Session Minutes of February 20, 2024

VII. Public Hearings

1. A public hearing regarding the proposed wording changes to Article XIV (Sections 25-396 to 25-407) of the City's Zoning Ordinance (Chapter 25 of the City Code) which sets forth the City's Sign Control Provisions.

Hearing Convened: 6:28 p.m.

No public comments

Hearing Adjourned: 6:29 p.m.

2. A public hearing to consider an Ordinance (Number 3973) authorizing the issuance and sale of general obligation debt in an aggregate principal amount not to exceed \$3,350,000 to be issued under the State of Maryland's Local Government Infrastructure Financing Program.

Hearing Convened: 6:29 p.m.

No public comments

Hearing Adjourned: 6:29 p.m.

VIII. Public Comments – Agenda Items Only

Robin Summerfield, 15501 Summerfield Lane, Rawlings, MD, is speaking on behalf of U.S. Senator Ben Cardin tonight. He referenced the agreement with the Army Corps of Engineers on this evening's agenda regarding the C&O Canal Rewatering Project that has been a big priority for a number of people, going back three senators, three congress members and numerous city counsels and stake holders. Mr. Summerfield wanted to congratulate the City on reaching this milestone and called out City Engineer Bobby Smith for his hard work with the Corps of Engineers. Summerfield expressed thanks and congratulations on reaching this mile stone and is looking forward to the next steps.

Mayor Morriss thanked Mr. Summerfield for all of the hard work that he did and stated that this was something that Mr. Summerfield needed to be completed before Senator Cardin retired. The agreement with the Army Corps of Engineers for the C&O Canal Rewatering Project has been something that has been years and years of effort, with a lot of people working on the two projects the rewatering of the canal and also the seventy-eight inch pipeline.

All public comments are limited to 5 minutes per person

IX. Unfinished Business

(A) Ordinances

1. **Ordinance 3972** (*2nd and 3rd readings*) - to repeal Article XIV of Chapter 25 of the City Code and to reenact it with amendments for the purpose of abrogating regulations which are not content neutral and to otherwise amend its terms

SECOND READING: The ordinance was submitted in title only for its second reading. Motion to approve the reading was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance was moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

2. **Ordinance 3973** (*2nd and 3rd readings*) - providing for the issuance and sale of an aggregate principal amount not to exceed \$3,350,000 of general obligation bonds of the Mayor and City Council of Cumberland

SECOND READING: The ordinance was submitted in title only for its second reading. Motion to forego the second reading and move to the third reading was made by Council Member Frazier without comment and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance was moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

X. New Business

(A) Ordinances

1. **Ordinance 3974** (*1st Reading*) – enacting Division 4 of Article V of the Code of the City of Cumberland entitled “Arts Commission” pertaining to the composition, terms of service and the general purpose of the Arts Commission.

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to accept the first reading and table until the next meeting was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

2. **Ordinance 3975** (*1st Reading*) – to repeal and reenact with amendments Article V of Chapter 15 of the City Code (Sections 15-80 to 15-90), inclusive, pertaining to parades and special events for the purpose of adding provisions for “small events”, amending the definition of special events and making other minor changes.

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to accept the first reading and table until the next meeting was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 4-0.

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Marchini, seconded by Council Member Frazier, and was passed on a vote of 4-0.

Order 27,411 – declaring certain City-owned properties to be surplus and authorizing them for sale.

Order 27,412 - authorizing the execution of a Design Agreement with the United States Army Corps of Engineers outlining terms for the C&O Canal Rewatering Project (City Project 28-19-FPM) allowing for the project to be designed and contract documents to be drafted, with City’s contribution, after in-kind contributions, will be an amount not to exceed \$210,000.

Order 27,413 – lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the Hooley Pub Crawl for the period of March 16, 2024 beginning at 12:00 p.m. and ending at 2:00 a.m. on March 17 2024; notwithstanding, that open glass containers shall not be permitted.

XI. Public Comments

Peggy Keene, 309 Skyview Drive, LaVale, MD – Ms. Keene greeted the Mayor and City Council and advised she is part of the Cresap Chapter of the Daughters of the American Revolution (D.A.R.). She advised that she came before Council in December about the George Washington’s Headquarters and a suggestion was made to solve the problems around the Headquarters by the D.A.R. leasing the headquarters from the City. She indicated that at the time some of the Council members thought it may be a good idea and were going to check with the City’s attorney – and Ms. Keene has not heard back.

Since then, Ms. Keene indicates she has gotten a response back from Ruth Davis-Rogers (the City Historic Preservation Coordinator) about the insurance on the Headquarter building, and apparently, there is none. Ms. Keene indicated that the email from Ms. Davis-Robers said that “the City was not responsible for any items lost to theft,” and stated that it was difficult to carry out a cannonball, mannequins, etc. and that all the items in the cabin are valuable.

Ms. Keene continues that she has tried to obtain insurance for the cabin, but commercial insurance is hard to find since the D.A.R. neither leases nor owns the cabin. The D.A.R. has been hosting at the George Washington Headquarters since 1935 when the City of Cumberland gave them the privilege of hosting it. They feel it is an honor to host at the headquarters as it is considered a treasure to be visited by those who wish to see it. She continues that they’ve increased the touring hours and open the cabin by request with notice and also plan on opening it at least one weekend a month. Additionally, the D.A.R. runs tours during Museum Week and Heritage Days without admission fees.

Ms. Keene indicated that rumors circulate periodically about moving the Headquarters and hiring a full-time docent, however, we have been told that the cabin is too fragile to be moved since it is about 265 years old and the last structure of the Fort still standing. A full-time docent equates to money. Currently, they clean, host and meet the public for free out of the honor they have been given to host the Headquarters.

Keene continued that the George Washington Trail has brought visitors and can envision the people that will visit it situated near activity at the new RiverPark at Canal Place. The draw of seeing the house will bring visitors into other museums, restaurants and perhaps future residents. The mission of the D.A.R. is to promote historic preservation, education and patriotism.

Ms. Keene asked the Mayor and Council Members if they have come to any decision that can be taken back to their leadership for their review and consideration? She also wanted to take the time to thank Captain Burt and the City Police Dept. for their help in monitoring the headquarters and would like to request a private session with Council because this is pretty expensive, and would require more than five minutes.

Jeff Silka responded saying that preliminary research shows that when the park was donated there is an encumbrance that states that it becomes a park forever and would not be able to be leased to another entity.

Ms. Keene responded that they didn't want the park, just to maintain the Headquarters. The new park that is planned will have a parking lot right there next to the Headquarters, which is excellent because people can pull up and park and go right into the Headquarters.

Mayor Morriss responded that the insurance issue would be looked into as this is the first time he'd heard of this. He continued that we will talk internally and then we will get back with her.

Ed Taylor, Jr., President of the Cumberland Historic Cemetery Organization, 400 S. Allegany Street, Cumberland, MD – Mr. Taylor states that he is here to support Ms. Keene as she is not only with the local D.A.R. but she is also one of our board members. He continued that while their organization was here in December and originally came up with the idea of leasing the park, that idea needs to be withdrawn. Mr. Taylor said that after they saw the River Park Plan, it encompasses that parking lot...and they're all in favor of the parking lot as it would help multiple issues down there and it would also be a good access for people to visit the cabin.

Mr. Taylor continued that what they are asking is, if the D.A.R. could lease or purchase the cabin that they have been maintaining since 1935. They are working to save American monuments and that cabin is a monument in our City's history. He states that nobody wants the cabin to be moved, however times change. Taylor states he is worried about thirty or forty years from now since people come and go and things change. If these monuments, including the cabin, shift into private and individual hands but remain on public property, that will guarantee that no one will come along and move the monument. Mr. Taylor continued by asking that Council Members Marchini and Frazier be on the Heritage Days committee this year.

Mayor Morriss thanked Mr. Taylor for coming and told him we will continue to look at our options for the George Washington Headquarters. It is truly a monument within our City that we need to continue to protect for the long-term.

Max Green, 505 Patterson Avenue, Cumberland, MD – Mr. Green expressed gratitude for the swift action in addressing the traffic concerns on the West Side involving the coordinated efforts of the CPD, Public Works and Engineering Depts., saying it was reassuring receiving a call from Lt. Tichnell today detailing all of the enforcement measures already in place courtesy of the Community Actions team effort on Fayette, Braddock and Allegany, which is complemented by the strategic placement of the speed trailer on Fayette. This proactive and community focused response is commendable and sets a precedence to governments moving forward on this issue.

Further, Mr. Green eagerly anticipates the upcoming community listening sessions orchestrated by the Police Dept. which promise to further bridge the gap between City officials and residents ensuring a collaborative approach in these and other public safety issues. He also wanted to acknowledge some of the residents present as their civic engagement epitomizes the essence of community partnership and its crucial to recognize that real change stems from active participation and constructive dialogue far beyond the confines of social media interactions.

Mr. Green continued that as we dive into specific concerns related to traffic on the west side, he urges us to broaden our perspective and consider the impending impact of new developments like the 100+ new homes at the former Allegany High School sight. Proactive identification and litigation of potential issues is imperative to ensure harmonious integration of growth and community wellbeing.

He proposes a number of common sense and cost-effective solutions for “traffic calming”, many of which are implemented across the City, exploring the intersection of functionality and esthetics with “traffic calming” – the integration of public art and beautification initiatives as mentioned in our letter to the Mayor and Council offers a dual benefit of “traffic calming” and placement. This approach not only addresses safety concerns but also enhances the visual appeal of our neighborhood fostering a sense of pride and belonging.

Mr. Green continues that he does not expect the City to invest significant funds to realize a goal to incorporate public art nor does he think it should hold up more cost effective, practical solutions, but he does believe that we should be open to these creative solutions and we should leverage grant funding where possible towards those efforts.

Green states that the exploration of traffic management tools such as speed humps or tables with due consideration for municipal services like snow plowing is warranted. He says that consideration of other municipalities like Montgomery County, Maryland, provide valuable precedence for adaptable, effective solutions for speed humps. Green continues that Council has their commitment to go back to the community association and continue to act as a local community engagement and feedback regarding other areas of concerns in our neighborhood.

Mr. Green continued by acknowledging the complexity of traffic calming, as it is imperative to maintain a focus and is a collective effort in enhancing the safety and aesthetic of our streets. The synergy of the City’s resources, community insights and innovative approaches can pave the way for a safer, more vibrant west side. He also added that he would Council to reinstate the Neighborhood Advisory Commission as it is critical that not only communities like West Side are empowered to speak about the issues that impact their neighborhood, but, also South end and others where we know those communities are in need and often overwhelmed. Mr. Green thanked Council for their unwavering commitment to our community’s wellbeing and looks forward to the City’s response during the next public meeting.

Mayor Morriss thanked Mr. Green for bringing his concerns and indicated that we will get back with him as quick as we can and hopefully by the next meeting will have some resolutions on what the plans will be. As far as the Neighborhood Commission, what Council needs are more groups like yours who are active and engaged in the other neighborhoods around town. Morris continued that we are fully supportive of that commission and are hoping what they are doing on the West Side could be the template for what happens on the Northend and the Southend, Johnson Heights and Mapleside and all of the different neighborhoods within the city. The Mayor thanked Mr. Green for what he is doing and the chief has been in involved in some “listening sessions.”

Chief Ternent commented on the “listening sessions” saying that before COVID, there was a pretty robust system of community meetings across town. The Police Dept. attended many of them, and hosted several of them. During COVID they all went to the way side. We’ve made offers to help some throughout the time but actually the West Side is pretty much the only one that is operating now, along with the South Cumberland Business Association. So, we decided to implement a series of community meetings called “Chief’s Forums” where the community can come out and start some conversations with us of what they want to see in their community. Hopefully we can spur some community involvement. Chief Ternent spoke with the Mayor and wanted to invite City Council Members to come out and sit with him at the tables, along with a couple other police officers, the Mayor, and someone from Community Development, Kevin Thacker as well. Our first meeting will be at HRDC on March 27th at 5 p.m. After that, we have one where the West Side Crime Watch has a meeting, April 10th. Our goal is to spur community involvement, interaction with the police, and try to address any problems the community has before they come to you guys.

Mayor Morriss replied that we like communicating with our citizens

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 7:00 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 3976 (2nd and 3rd readings) - authorizing the execution of an Infill Development Agreement with Teabow Residential LLC for the purpose of conveying certain surplus real property located at 602, 606, 610, 612-614, 616-618, 622 and 624 Maryland Avenue, 301-303, 305, 307 and 309 Arch Street, 220-222 Lee Street, 321-323 and 325 Pennsylvania Avenue, 215-217 Knox Street and 252 Elder Street in the City of Cumberland to Teabow Residential LLC for the development of said properties for market-rate residential housing

ORDINANCE NO. 3976

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF AN INFILL DEVELOPMENT AGREEMENT WITH TEABOW RESIDENTIAL LLC, FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS REAL PROPERTY LOCATED AT 602, 606, 610, 612-614, 616-618, 622 AND 624 MARYLAND AVENUE, 301-303, 305, 307 AND 309 ARCH STREET, 220-222 LEE STREET, 321-323 AND 325 PENNSYLVANIA AVENUE, 215-217 KNOX STREET AND 252 E. ELDER STREET, ALL IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND, TO TEABOW RESIDENTIAL LLC AND TEABOW RESIDENTIAL LLC'S DEVELOPMENT OF SAID PROPERTIES FOR MARKET-RATE RESIDENTIAL HOUSING."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of the parcels of real property described in the title of this Ordinance;

WHEREAS, the said parcels of real property, with the exception of 252 E. Elder Street, are unimproved;

WHEREAS, the City is endeavoring to increase the number of market-rate residential properties within its municipal boundaries;

WHEREAS, the City is seeking to accommodate growth within its municipal boundaries by encouraging and facilitating new development of market-rate residential housing on vacant, bypassed and underutilized land within areas that already have infrastructure, utilities, and public facilities;

WHEREAS, the Mayor and City Council are of the opinion that, if the availability of market-rate housing is increased, it will stimulate economic growth and the development, redevelopment, repair and renovation of other properties;

WHEREAS, the Infill Development Agreement is entered into for the foregoing purposes; and

WHEREAS, the Mayor and City Council of Cumberland deem it to be in the interests of the City to enter into said Infill Development Agreement and convey the aforesaid parcels of real property to TeaBow Residential LLC in accordance with its terms.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Infill Development Agreement attached hereto as Exhibit A which sets forth the terms and conditions for the conveyance of 602, 606, 610, 612-614, 616-618, 622 and 624 Maryland Avenue, 301-303, 305, 307 and 309 Arch Street, 220-222 Lee Street, 321-323 and 325 Pennsylvania Avenue, 215-217 Knox Street and 252 E. Elder Street, all in the City Of Cumberland, from the City to TeaBow Residential LLC;

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute deeds in the form attached hereto as Exhibit B or in a substantially similar form, conveying the aforesaid real property to TeaBow Residential LLC;

SECTION 3: AND BE IT FURTHER ORDAINED, that the City Administrator and City Solicitor be and they are hereby authorized to execute such other documents as may be required or expedient for the completion of the closing(s) for and/or the conveyancing of the properties identified hereinbefore in accordance with the terms of the aforesaid Infill Development Agreement, and they are further authorized to deliver the deeds to TeaBow Residential LLC; and

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

Passed this ____ day of April, 2024.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

INFILL DEVELOPMENT AGREEMENT

THIS INFILL DEVELOPMENT AGREEMENT (“Agreement”), is made by and between **TeaBow Residential LLC** ("TeaBow"), a Washington, DC limited liability company, and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the “Effective Date.”

RECITALS

WHEREAS, the City is the record title holder of the parcels of real property together with the improvements thereon, if any, that are described in the Exhibit A attached hereto and which are hereinafter collectively referred to as the “Properties” and are individually referred to as a “Property”.

WHEREAS, the City is endeavoring to increase the number of market-rate residential properties within its municipal boundaries;

WHEREAS, the City is seeking to accommodate growth within its municipal boundaries by encouraging and facilitating new development on vacant, bypassed and underutilized land within areas that already have infrastructure, utilities, and public facilities;

WHEREAS, the City believes that, if the availability of market-rate housing is increased, it will stimulate economic growth and the development, redevelopment, repair and renovation of other properties;

WHEREAS, TeaBow’s business includes the architectural design, preparation of construction drawings, construction, development and sale of residential properties;

WHEREAS, under the terms of this Agreement, the City will convey the Properties to TeaBow, and TeaBow will construct market-rate housing thereon, all subject to the terms of this Agreement;

WHEREAS, under the terms of this Agreement, TeaBow will develop a marketing plan and sell the developed properties at market rate prices at TeaBow’s expense, with all proceeds of sale inuring solely to the benefit of TeaBow; and

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

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid by TeaBow to the City, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Conveyance/Development of Properties.** The City will convey the Properties to TeaBow subject to the terms of this Agreement. TeaBow shall construct market-rate residential housing on the Properties. No other development of the Properties shall be permitted.

2.1. **Individual/Group Purchases.** The Properties may be purchased individually or in groups (hereinafter referred to collectively as “Groups” and individually as a “Group”). Only those Properties which are contiguous to one another are eligible to be purchased as a Group.

2.2. **Building Permit Requirement.** The City will convey a Property or Group to TeaBow upon TeaBow’s acquisition of a building permit for the said Property or Group.

2.3. **Permit/Tap Fee Waivers.** The City waives its water/sewer tap fees and permit and planning fees for the development of the Properties in accordance with the terms of this Agreement.

3. **Terms for Each Purchase.** Terms applicable to the acquisition of each of the Properties, without regard to whether they are acquired individually or as a Group, are as follows:

3.1. **Purchase Price.** The purchase price for each Property shall be One Dollar (\$1.00).

3.2. **Representations & Warranties.** By accepting a deed for a Property or Group, TeaBow acknowledges that it has had adequate opportunity to inspect, review and consider all matters affecting the use, ownership and development of the Property or Group and that the conveyance of the same is to be made on an “as is/where is” basis. The conveyance of the Property shall be without representations or warranties of any kind or nature whatsoever,

express or implied, including, without limitation: (i) any implied warranty or merchantability, fitness or habitability, zoning, good or fair condition or repair or good and workmanlike construction, (ii) any warranties or representations with respect to site or Property conditions, and (iii) any warranties or representations relative to potential liabilities under or with respect to any federal, state or local environmental law or regulation, all of which warranties are expressly disclaimed by the City and each of which disclaimers is hereby agreed to and accepted by TeaBow.

3.3. Risk of Loss. Each Property shall be held at the risk of the City until legal title has passed or possession has been given to TeaBow.

3.4. Possession. The City agrees to give TeaBow possession and occupancy of a Property or Group upon the issuance of a building permit for that Property or Group.

3.5. Adjustments. As to each Property, all general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, 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 the issuance of a building permit, and will be assumed and paid thereafter by TeaBow.

3.6. Deed and Title. Following the issuance of a building permit for a Property or Group, a deed or deeds conveying that Property or Group from the City to TeaBow shall be executed by the City at the City's expense. The Property or Group shall be conveyed to TeaBow by quitclaim deed.

3.7. Documentary Stamps, Recordation, Transfer Taxes. All transfer and recordation taxes and fees payable in connection with the conveyance of a Property or Group from City of Cumberland to TeaBow shall be paid by Teabow City shall record the deeds without charge.

3.8. Notice of Disclosure or Disclaimer Statements: Lead-Based Paint.

3.8.1. Disclosure/Disclaimer Statement. TeaBow 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 or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Agreement other than those set applicable to the Property located at 252 E. Elder Street, Cumberland, MD 21502 as, under Section 10-702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Properties other than 252 E. Elder Street are unimproved. A Residential Property Disclaimer Statement is attached hereto as Exhibit B.

3.8.2. Lead Paint Disclosures. As to the Properties other than 252 E. Elder Street, the disclosures relative to lead-based paint hazards under the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, are inapplicable because they are unimproved. Lead paint disclosures for 252 E. Elder Street are attached hereto and incorporated by reference herein as Exhibit C.

4. Incentive Payments. To incentivize TeaBow to develop the Properties and to assist it in covering the costs thereof, the City has agreed to pay it Ten Thousand Dollars (\$10,000.00) per “Dwelling Unit” (i.e., a room or group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating by one (1) family) upon the issuance of a building permit for the Property or Group to be developed and the Board of County Commissioners of Allegany County has agreed to pay it Fifteen Thousand Dollars (\$15,000.00) per Dwelling Unit. These payments must be made directly to TeaBow. An incentive payment for a particular Dwelling Unit shall be refunded in the event an occupancy permit for that Dwelling Unit is not issued within one (1) year of the date of the issuance of the building permit for that Dwelling Unit.

5. 252 E. Elder Street. The real property and the improvements thereon located at 252 E. Elder Street, Cumberland, MD 21502 shall be conveyed to TeaBow upon the issuance of a building permit for that Property. That conveyance shall be subject to the terms set forth in Section 3 of this Agreement. If TeaBow has not secured occupancy permits for all of the Dwelling Units within two (2) years of the date of this Agreement, it shall pay the City the assessed value of the land and improvements at 252 E. Elder Street, Cumberland, MD 21502 as of the date of this Agreement upon demand, but no later than sixty (60) days after the expiration of the aforesaid two (2) year period.

6. Agency/Real Estate Commission. TeaBow and the City warrant and represent that no real estate broker participated in the procurement or negotiation of this Agreement. 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 the delivery, acceptance and recordation of the deeds for the Properties or the termination of this Agreement.

7. Breach of Agreement and Default. In the event of a breach in the terms of this Agreement, the parties hereto may pursue any legal or equitable rights remedies available to them.

8. Waiver of Breach. No waiver of any breach or breaches of any provision of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision or any other provision hereof.

9. Damages. The parties' liability for damages in any suit filed by one against the

other which arises out of, as an incident to, or it in any way related to this Agreement or its terms, the parties may only seek recovery for their direct damages. Neither party nor their officials, officers, employees, agents or representatives shall be liable for the other party's consequential, incidental or punitive damages. The limitation on punitive damages shall not apply if a court determines that a party's actions were malicious or they were committed with ill will subject to the terms of the Local Government Tort Claims Act providing that a local government may not be held liable for punitive damages. As to any Property that is the subject of a breach of contract claim made by TeaBow, the amount of any award of damages shall be reduced by \$25,0000.00 per property that is the subject of a claim.

10. Not a Permit. This Agreement is not a permit from the City, Allegany County or the State of Maryland, nor is it a promise or guaranty that the City will issue permits to TeaBow if it cannot satisfy the requirements for the issuance of a permit.

11. Assignability. This Agreement may not be assigned except by written agreement of the parties.

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

13. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when hand-delivered, the day after mailing by overnight mail, or when emailed if the recipient acknowledges receipt of the email. No other delivery methods are acceptable: The notices shall be delivered to the following persons:

To TeaBow:

Dr. Walter S. Bowman, Sr.
Member 519 C Street, NE
Washington, D.C. 20002
drbowman@teabowresidential.com

To the City:

Jeffrey Silka
City Administrator
City of Cumberland 57
N. Liberty Street
Cumberland, MD 21502
jeff.silka@cumberlandmd.gov

with a copy to:

Michael Scott Cohen, Esquire 213
Washington Street
Cumberland, Maryland 21502
mike@msclawllc.com

14. Survival. The terms of this Agreement shall not merge into the deeds effecting conveyances of the Properties from the City to TeaBow. Any duty, obligation, or debt and any right or remedy arising hereunder and not otherwise consummated and/or extinguished by the express terms hereof at or as of the time of the termination or expiration of this Agreement shall survive such termination or expiration as continuing duties, obligations, and debts of the obligated party to the other or continuing rights and remedies of the benefitted party against the other.

15. Severance/Reformation Clause. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that, in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

16. Entire Agreement. This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

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

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

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

20. 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.

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

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

23. Signing by Electronic Means. Each of the parties hereto expressly authorizes and agrees to sign electronically (but not facsimile) transmitted copies of this Agreement. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

24. Counterparts. This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

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

WITNESS/ATTEST:

TEABOW RESIDENTIAL LLC

By: _____ (SEAL)

Dr. Walter S. Bowman, Sr. Member

Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

Allison Layton,
City Clerk

By: _____ (SEAL)

Raymond M. Morriss, Mayor

Date

EXHIBIT A

MD Ave Lots		Deed Book/
Address	Tax ID#	Page Reference
602	04-039742	2176/334
606	04-024893	2335/275
610	04-024567	2237/138
612-614	04-009398	2322/273
616-618	04-013794	2445/421
622	04-013786	2389/246
624	04-023668	2476/247
Arch St Lots		
301-303	04-028872	2939/6
305	04-038495	"
307	04-007441	"
309	04-006755	"
Lee St Lots		
220	06-022790	2926/225
222	06-023614	2926/77
Pennsylvania Ave Lots		
321-323	04-027949	2939/1
325	04-018478	"
Knox St Lots		
215	05-023807	2476/224
217	05-018943	2926/81
E. Elder St Property		
252	04-003888	2939/341

EXHIBIT B

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 252 E. Elder Street, Cumberland, MD 21502

Legal Description: Allegany County Land Records Book 2929, Page 341

NOTICE TO SELLER AND PURCHASER

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

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property “as is.” “Latent defects” are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

The owner(s) has actual knowledge of the following latent defects: None

Owner: Mayor and City Council of Cumberland, by its Mayor, Raymond M. Morriss

Signature

Date

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser: TeaBow Residential, LLC DBA TeaBow Cumberland MD LLC, by Dr. Walter S. Bowman, Sr., its member



Signature



Date

EXHIBIT C

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

Lead Warning Statement

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

Seller's Disclosure (initial)

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

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

(ii) RM 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) RM 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) WB Buyer has received copies of all information listed above.

(d) WB 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) WB 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: _____

Mayor and City Council of Cumberland,
by Raymond M. Morriss, Mayor

Date: _____

Seller: _____

TeaBow Residential, LLC DBA TeaBow
Cumberland MD, LLC, by Dr. Walter S.
Bowman, Sr., its Member

Date: _____



Protect Your Family From Lead in Your Home



March 2021

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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

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

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

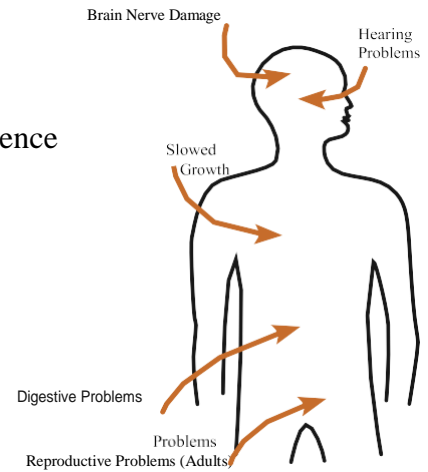
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.



In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common,

exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

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

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead). **Identifying Lead-Based Paint and Lead-Based Paint Hazards**

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

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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

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

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

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

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

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

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by

spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust



cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800- 424-LEAD.

Renovating, Repairing or Painting a Home with Lead- Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead- safe work practices to prevent lead contamination



- Provide a copy of EPA’s lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA’s requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from

lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home.
Launder your work clothes separately from the rest of your family’s clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead- containing paint. Older toys and other children’s products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as “**greta**” and “**azarcon,**” used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children’s products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children’s products. The federal government currently bans lead in excess of 100 ppm by weight in most children’s products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the tollfree Federal Relay Service at **1-800-877-8339**.

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

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact U.S.
EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219 (800)
223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

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

Region 10 (Alaska, Idaho, Oregon, Washington) Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

CPSC

4330 East West Highway Bethesda, MD 20814-4421

1-800-638-2772 cpsc.gov or saferproducts.gov

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

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

HUD

451 Seventh Street, SW, Room 8236

Washington, DC 20410-3000

(202) 402-7698 hud.gov/lead

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U. S. EPA Washington DC 20460

U. S. CPSC Bethesda MD 20814

U. S. HUD Washington DC 20410

EPA-747-K-12-001

March 2021

IMPORTANT!

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

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

EXHIBIT B

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2024, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **TeaBow Residential LLC** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL

BEGINNING .

IT BEING the same property described in the deed from _____ to Mayor and City Council of Cumberland dated _____, and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

SUBJECT TO all outconveyances, restrictions, reservations, agreements, rights of way, easements and other matters of record.

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 Grantee, its successors and assigns, in fee simple forever.

WITNESS the hand and seal of the City the date first written above.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

By: _____ (SEAL)
Raymond M. Morriss, Mayor

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

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed 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 \$0.00; 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: _____

Attorney Certification

I hereby certify that the foregoing instrument was prepared by the undersigned attorney licensed to practice law in the State of Maryland. I did not perform a title search in connection with its preparation.

Michael Scott Cohen

File Attachments for Item:

. Order 27,436 - authorizing the purchase of one new Caterpillar Cold Planer PC306 from Cleveland Brothers CAT for an amount not to exceed \$20,900 in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts)

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

ORDER NO. 27,436

DATE: April 2, 2024

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

THAT, the proposal from Cleveland Brothers CAT, 4565 William Penn Hwy, Murrysville, PA 15668, for the purchase of one new Caterpillar Cold Planer PC306, in the not to exceed amount of Twenty Thousand Nine Hundred Dollars and No Cents (\$20,900.00), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this sole source is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget: 001.056.64000

Council Agenda Summary

Meeting Date: April 2, 2024

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of One New Caterpillar Cold Planer PC306 from Cleveland Brothers CAT, 4565 William Penn Hwy, Murrysville, PA 15668 for an amount not to exceed \$20,900.

Summary of project/issue/purchase/contract, etc for Council:

Requesting an order to accept the purchase of One New Caterpillar Cold Planer PC306 from Cleveland Brothers CAT for an amount not to exceed \$20,900. Cleveland Brothers CAT is offering Sourcewell 011723CAT pricing which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$20,900

Budget number:

001.056.64000 (Street) - \$20,900

Grant, bond, etc. reference:

N/A



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Milling Attachment for Caterpillar Skid Steer

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Mon, Mar 25, 2024 at 9:25 AM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Mark, I am ready to move forward with the purchase of a Caterpillar Cold Planer(Milling Attachment) . I have added the quote below. The department budgeted a little over \$26,000. and was able to get a quote on this for \$20,900. Cleveland Brothers is offering us Sourcewell COOP pricing. I was just checking to make sure that funding is available for me to move forward with the Mayor and City Council order. It is under 001.056.64000 Fiscal Year 2024. Please let me know if you have any questions.

Thanks,
Brian

--

David Brian Broadwater Jr*Fleet Manager*

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

215 Bowen St. | Cumberland, MD 21502

**Cumberland**
Maryland**Quote_CITY OF CUMBERLAND_0320241124.doc.docx**

146K

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Mon, Mar 25, 2024 at 10:02 AM

To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Hi Brian,

You can proceed.

Best regards,

Mark

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Mon, Mar 25, 2024 at 10:03 AM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Thanks Mark

[Quoted text hidden]



CONSTRUCTION EQUIPMENT QUOTATION/OFFER TO SELL AND SECURITY AGREEMENT

TO: CITY OF CUMBERLAND
57 N LIBERTY ST
CUMBERLAND, MD 21502-2312

DATE: March 20, 2024

ATTENTION: Collin Carver

ONE (1) NEW 2024 CATERPILLAR COLD PLANER, PC306 S/N N/A

Selling Price: \$20,900.00

Warranty:
2Y PARTS & LABOR EPP

Finance Summary:	
Selling Price	\$20,900.00
Net Selling Price	\$20,900.00

AVAILABLE UNDER THE SOURCEWELL AHREEMENT 011723CAT

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

STANDARD TERMS: SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

BY: Jason N Harper QN: S000194289

DELIVERY: **LEAD TIME:** To be determined at the time of order

ATTENTION: THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL – INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.

File Attachments for Item:

. Order 27,437 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap

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

ORDER NO. 27,437

DATE: April 2, 2024

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment that 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/or equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following vehicles and equipment are hereby declared to be surplus property and authorized for sale, trade in or scrap:

Item	Department	Description	Serial No.
Tractor 1	Comm. Dev.	Ingersoll 4018 w/ Sweepster Broom	40001050
Sickle Bar	Street	Alamo Belly Mount Sickle Bar	
Gator	WWTP	2007 John Deere Gator	W04X2XD013612
Skid Steer Tires	Street	Set of 4 Bobcat Wheels and Tires 7.00x15 - 8 Ply - 8 Lug	
Tank	Street	4500 Gallon Tank - 12.5'Hx8.5W	

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,438 - declaring certain City-owned properties to be surplus and authorizing them for sale

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

ORDER NO. 27,438

DATE: April 2, 2024

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified herein; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

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

1. The following properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

1. 526 Broadway Tax ID No. 22-013750

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of any or all of the properties to a purchaser, and the City may proceed with the transfer of any or all of the properties in accordance with the terms of said Ordinance

Raymond M. Morriss, Mayor