



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

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

AGENDA

M&CC Regular Public Meeting
57 N. Liberty Street, Cumberland, MD 21502

DATE: January 07, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Presentation of awards given in recognition of employee career milestone anniversaries

Director's Reports

(A) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer Monthly Reports for December 2024

Approval of Minutes

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes for December 17, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 3997 (2nd and 3rd readings) - authorizing the transfer of 208-210 Virginia Avenue to Goodfellowship Social Club, Inc. for the purchase price of \$2,000

- [2.](#) Ordinance 3998 (*2nd and 3rd readings*) - authorizing the transfer of Brookfield Avenue Portion of Lot 1 in Block 28 to Sean B. and Kristie M. Thomas for the purchase price of \$600
- [3.](#) Ordinance 3999 (*2nd and 3rd readings*) - authorizing the transfer of 31 Offutt Street to Covenant Keeper, Inc. for the purchase price of \$800
- [4.](#) Ordinance 4000 (*2nd and 3rd readings*) - authorizing the transfer of 513 Fayette Street to 817 Maryland Ave LLC for the purchase price of \$5,001
- [5.](#) Ordinance 4001 (*2nd and 3rd readings*) - authorizing the transfer of Greene Street Pt Lot 86 and Greene Street Lot 87 to Jake Shade for the purchase price of \$100
- [6.](#) Ordinance 4002 (*2nd and 3rd readings*) - authorizing the execution of a contract of sale and the execution of the deed to transfer 118 Winton Place to Betty Fournier for the purchase price of \$12,000

(A) Orders (Consent Agenda)

- [1.](#) Order 27,616 (*tabled at the December 17, 2024 meeting*) - authorizing new parking rates for the parking spaces on Baltimore Street, effective 30 days after passage of this Order

New Business

(A) Ordinances

- [1.](#) Ordinance 4003 (*1st reading*) - authorizing the transfer of 424 Cumberland Street to Sandra Marin for the purchase price of \$29,000
- [2.](#) Ordinance 4004 (*1st reading*) - authorizing the transfer of 921 Lexington Avenue to Jesse Martin for the purchase price of \$19,200
- [3.](#) Ordinance 4005 (*1st reading*) - providing for the closure of (1) a portion of an unnamed alley between Cecelia Street and Williams Street, running from the property line of a parcel owned by Emily White and Diane White, intersecting with the unnamed alley to the Eastern boundary line of land owned by Cumberland Gateway Real Estate LLC and (2) a portion of another unnamed alley running from the Southern right of way line of Cecelia Street, South 81.01 feet on its East side and 72.9 feet on its West side, the portions of said alleys being located in the City of Cumberland, Allegany County, Maryland

(B) Orders (Consent Agenda)

- [1.](#) Order 27,622 - authorizing appointments to the Downtown Development Commission and Shade Tree Commission
- [2.](#) Order 27,623 - approving a \$10,000 Micro-Revolving loan for Rhiannon Brown, Queen City Creamery & Deli, for working capital associated with the Queen City Scoop Shop at 152 Baltimore Street for the term of a 60-month amortization period at 3% interest with the first payment due March of 2025
- [3.](#) Order 27,624 - authorizing execution of a Certificate of Satisfaction acknowledging that the Deed of Trust dated April 23, 2003, granted by David F. Romero and Margaret A.

Romero to Michael Scott Cohen, Trustee for the benefit of the Mayor and City Council of Cumberland (Allegany County Land Records Book 997, page 587), has been fully satisfied and the lien is hereby released

- [4.](#) Order 27,625 - accepting the donation of the real property at 315 Bond Street (Tax ID 05-002451) from the Special Administrator for the Estate of Milton S. Sarver
- [5.](#) Order 27,626 - rescinding Order 27,614, originally approved on December 17, 2024, due to a misstated address, and authorizing the execution of a contract of sale with the personal representative, administrator or other individual legally authorized to sell the assets of Jeffery Vandevander, authorizing the purchase of the property at Cumb Thruway PT Lots 297-298-299 in Cumberland, MD (Tax ID 22-016512) as part of the Central Avenue Initiative for the price of \$7,500
- [6.](#) Order 27,627 - authorizing the execution of an Employment Agreement by and between the Mayor and City Council of Cumberland and W. Shannon Adams for the position of Fire Chief to be effective January 7, 2025, for a 3 year term, with automatic one-year renewals thereafter contingent upon terms of the agreement
- [7.](#) Order 27,628 - accepting the proposal from responsive bidder Metro Recreation, Inc. for the 2024 Gene Mason Complex Poured-in-Place Safety Surfacing (City Project 2024-19-RECR) in the amount not to exceed \$136,331, and rejecting all other proposals received for this project
- [8.](#) Order 27, 629 - authorizing the execution of a Second Amendment to the Operations and Maintenance Agreement with New England Fertilizer Company (NEFCO), relative to the Heat Drying Facility Operations and Maintenance Agreement, which was originally entered into on May 26, 2009, modifying Section 4.01 to reduce the notice of renewal period from 9 months prior to the end of the contract to 120 calendar days
- [9.](#) Order 27,630 - declaring vehicles and equipment to be surplus for sale, trade-in or scrap
- [10.](#) Order 27,631 - authorizing the Mayor to sign a second Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally entered into on May 2, 2024 under Order No. 27,584, extending the tolling agreement and its terms through March 17, 2025 unless both parties agree to a different date, and requires both parties to provide status reports every 30 calendar days
- [11.](#) Order 27,632 - authorizing the execution of a contract of sale to acquire 420 Andrews Street in Cumberland, MD (Tax ID 22-013343) from Daniel L. Stottlemeyer and Dorothy Joe Stottlemeyer for the purchase price not to exceed \$40,000 as part of the Central Avenue Initiative

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for December 2024

Utilities Division Activity Report for December 24 WATER

[illegible]

Watershed	
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99	100

[illegible]

GRAND TOTAL	
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	1216
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Sanitary Sewer Department Monthly Report



Dec-24

Calls Answered:	11
Service Lines Opened:	3
Owner's Trouble:	3
Traced Lines/ mains	88
Flushed Mains	3,620
Mains Repaired/ Replaced	2 26ft
Sewer Taps Installed	0
Cleaned Catch Basins	31
Cleanouts Installed	2
Televised Sewer Mains	6 1011 ft
Televised Sewer Lines	7 225ft
Call Outs/ Overtime	1 callout 2hrs
Weekly Check of Overflows, pits, etc....	4

George Chory
Supervisor

Water Usage:

608	7,500	Gals.
605	4,500	Gals.

File Attachments for Item:

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes for December 17, 2024

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, December 17, 2024; 4:00 p.m.

On December 17, 2024, the Mayor and City Council met in closed session at 4:00 p.m. in the 2nd Floor Conference Room in City Hall for the purpose of immediately closing the meeting to discuss 1) the development of parcels on the former Memorial Hospital site, 2) the businesses potentially interested in locating on the Messick Road site, 3) the terms of a new employment contract with the Fire Chief and 4) Board and Commission Appointments. Authority to close the session is provided by Sections 3-305(b)(1), (b)(4) and (b) (14) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Furstenberg seconded by Council Member Cioni, and was passed on a vote of 4-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Jimmy Furstenberg, and Laurie Marchini

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; City Solicitor, Michael Cohen and for items #1 and #2 only, Matt Miller, Executive Director of the CEDC and Stu Czapski, Economic Development Specialist with the CEDC



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 S. Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, December 17, 2024; 5:30 pm

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier (Absent), James Furstenberg, Laurie Marchini.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen; City Solicitor; Dave Caporale; County Commissioner.

Media: Teresa McMinn, Cumberland Times-News and Hannah Fout, WCBC

I. REVIEW OF THE PUBLIC MEETING AGENDA OF DECEMBER 17, 2024

- Mayor Morriss inquired about the Downtown Development Commission (DDC) Committee recognition and it was noted that the Baltimore Street Committee should have been included on the list.
- Mayor Morriss also thanked Councilwoman Marchini for all of her contributions on the Baltimore Street Committee.
- Inquiry about No. 5 on the Orders; Mr. Silka advised it was for a renewal.
- Councilwoman Marchini asked to pull No. 4 on the Orders as she will not be voting on it.
- Discussion took place among the Councilmembers regarding the Baltimore Street parking situation. A suggestion was made for an option to pay without an App and it was advised the City would have to buy all new Kiosks.
- Mr. Silka updated about No. 1 on the Orders, advising this is referring to budget appropriations and clean up from the audit. He went over funds for various

departments and explained the use of funds. The Comptroller will assign \$1M to the unassigned fund balance for Capital Projects and equipment.

- No. 7 is awarding an increment to the Choose Cumberland Relocation Program.
- No. 8 for the National Historic Register is referring to the State required National Historic update with grant funding.
- No. 9 refers to properties the City has acquired and will now be surplus for sale.

II. MAYOR AND CITY COUNCIL UPDATES

- This past weekend's Winter Festival was very successful and was enjoyed by all, Melinda Kelleher did a great job putting it together.
- NYE celebration will be 10:30-Midnight, streets will be closed and open container will be in effect. The Cas Taylor bridge will be closed for Fireworks at 9:00 PM. Santa will be at the Rosenbaum building and Mezzo's, so it is one last opportunity for Breakfast with Santa this Saturday.
- The DDC received a \$25K Main Street grant for 2024 & 2025 that has been allocated. Melinda has met with the CTF to discuss funding opportunities for maintenance for the new streetscape. National Main Street certification is due the end of January.
- The Order on the Agenda for the Historic District registry that is required, has not been done since 1978, buildings not eligible at that time are now eligible for a tax credit. Since January 2022, \$7-10M has been allocated to the downtown area.
- Wayfinding will be requesting a consultation in January.
- With restructuring of the DDC, many Main Street Committee members deserve recognition. Please thank Larry Jackson and Sandi Saville for all of their efforts they have contributed.
- Meetings with several school groups have brought to light their concerns with the homeless people and the care given at nursing homes.
- Tomorrow morning at 8:30 AM is the ceremony for Fort Hill and Unified football teams.
- Mayor Morriss expressed his gratitude to all Councilmembers for all of their hard work this year and the 6 years that Lauire has contributed to the City.
- A meeting with the revolving loan applications was held and if approved, monies will be repaid to start building up for small business loans

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:01 p.m.

Respectfully Submitted,

Allison K. Layton_____

City Clerk

Minutes approved on_____



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

MINUTES

M&CC Regular Public Meeting
57 N. Liberty Street, Cumberland, MD 21502

DATE: December 17, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier (Absent)
Council Member James L. Furstenberg, III
Council Member Laurie P. Marchini
President Raymond M. Morriss,

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

IV. Statement of Closed Meeting

On December 17, 2024, the Mayor and City Council met in closed session at 4:00 p.m. in the 2nd Floor Conference Room in City Hall for the purpose of immediately closing the meeting to discuss 1) the development of parcels on the former Memorial Hospital site, 2) the businesses potentially interested in locating on the Messick Road

site, 3) the terms of a new employment contract with the Fire Chief and 4) Board and Commission Appointments. Authority to close the session is provided by Sections 3-305(b)(1), (b)(4) and (b) (14) of the General Provisions Article of the Annotated Code of Maryland.

Mayor Morriss began the meeting by speaking to Councilwoman Marchini and the fact that this is her last Council meeting. For the past six years she has been a valuable member of the Council and has put her heart and soul into it as well as serving on the Downtown Development Commission (DDC) and the Historic Preservation Commission (HPC). She has been a force to be reckoned with and will be greatly missed.

Councilman Cioni spoke to Councilwoman Marchini as well. The two met when they were working on the school board years ago. He was very impressed by her integrity, honesty, being a good listener and that she stands up for principles. She genuinely cares and has respect for people and represented the City tremendously with anyone she came in contact with.

Councilwoman Marchini thanked all the Councilmembers and expressed that it has been an honor to serve with all of them and thanked everyone who supported her in her first election. She went on to say that she is really proud of the work the Councilmembers have done in her six years. Baltimore Street was a big project that took a lot of pushing to get it to fruition, her work with Ruth Davis-Rogers, Melinda Kelleher and Allison Layton has been greatly appreciated. She also thanked all of those who volunteered and the Baltimore Street Committee and feels that everyone came together and it felt like our own little club. We need to keep the momentum going with Virginia Avenue, the Riverpark project and connecting the Canal Place to the City Center. She mentioned that public service is a sacrifice and isn't self-serving if done correctly, we need to stay focused.

V. Presentations – Recognizing members of the five Main Street Committees and thanking them for their service.

Doug Schwab, chairperson for the DDC thanked the Baltimore Street Committee as well as Sandi Saville. Melinda Kelleher assisted him in forming the committee in a February 2023 meeting. He went on to speak to Main Street Maryland that was formed in 1998 by the Maryland Department of Housing and Community Development and consists of 34 designated communities that have exhibited a commitment to fostering economic revitalization and sustainability in their

downtown districts. He went on to say that Cumberland was the first designated Main Street Community in Maryland.

The design was chaired by Sandi Saville, promotions by Jamie Echegu, Organization by Ed Huber, Economic Restructuring by Larry Jackson and Clean Safe and Green by John Buchanan, since John's passing, Chirs Meyers has led that committee. Tonight is about recognizing the members of those committees for their dedication to the City of Cumberland.

VI. Director's Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for November 2024

(B) Engineering

1. Engineering Division Monthly Report for November 2024

(C) Public Works

1. Maintenance Division Monthly Report for November 2024

(D) Fire

1. Fire Department Monthly Report for November 2024

(E) Police

1. Police Department Monthly Report for November 2024

(F) Utilities – Flood, Water, Sewer

1. Utilities Division Water/Sewer Monthly Reports for November 2024

VII. Approval of Minutes

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

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes from December 3, 2024

VIII. Public Comments- – FOR AGENDA ITEMS ONLY.

All public comments are limited to 5 minutes per person, no comments were made.

IX. New Business

(A) Ordinances

1. Ordinance 3997 (*1st reading*) - authorizing the transfer of 208-210 Virginia Avenue to Goodfellowship Social Club, Inc. for the purchase price of \$2,000

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

2. Ordinance 3998 (*1st reading*) - authorizing the transfer of Brookfield Avenue Portion of Lot 1 in Block 28 to Sean B. and Kristie M. Thomas for the purchase price of \$600

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

3. Ordinance 3999 (*1st reading*) - authorizing the transfer of 31 Offutt Street to Covenant Keeper, Inc. for the purchase price of \$800

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

4. Ordinance 4000 (*1st reading*) - authorizing the transfer of 513 Fayette Street to 817 Maryland Ave LLC for the purchase price of \$5,001

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

5. Ordinance 4001 (*1st reading*) - authorizing the transfer of Greene Street Pt Lot 86 and Greene Street Lot 87 to Jake Shade for the purchase price of \$100

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

6. Ordinance 4002 (*1st reading*) - authorizing the execution of a contract of sale and the execution of the deed to transfer 118 Winton Place to Betty Fournier for the purchase price of \$12,000

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

1. Order 27,613 - approving budget appropriations and transfers for fiscal year 2023-2024
2. Order 27, 614 - authorizing the execution of a contract of sale to acquire 425 Central Avenue in Cumberland, MD (Tax ID 22-016512) from Robyn Vandevander for the purchase price of \$7,500 as part of the Central Avenue Initiative
3. Order 27,615 - authorizing the execution of Change Order No. 1 with Civil & Environmental Consultants, Inc. for costs necessary to justify an FY26 grant to move forward with minor design work on the trails and parking lot for the River

Park and North Branch Potomac Industrial Dam Removal project (City Project 2022-39-FPM), in an increased amount \$5,000, bringing the total project price not to exceed \$92,100 with the agreement that Allegany County will cover the additional cost to address this issue and will be billed by the City of Cumberland

4. Order 27, 616 - authorizing new parking rates for the parking spaces on Baltimore Street, effective 30 days after passage of this Order
5. Order 27,617 - authorizing the execution of a Parking Lease Agreement with the State of Maryland (for use by DLLR and SDAT) for the use of 47 spaces in the George Street Parking Garage at a cost of \$60/space per month for a three-year term commencing May 1, 2025 and ending April 30, 2028
6. Order 27,618 - accepting the proposal from Ochoa Urban Collaborative for the development of the Community Development Block Grant program Five Year Consolidated Plan document and two other plan documents required by the U.S. Department of Housing and Urban Development in the not to exceed amount of \$59,685
7. Order 27,619 - awarding an increment of the Choose Cumberland Relocation Package grant to Keisha J. Banks in an amount not to exceed \$20,000 per individual, utilizing grant funds received from the Maryland Department of Housing and Community Development
8. Order 27,620 - accepting the proposal from Roblee Historic Preservation, LLC for the City of Cumberland Downtown National Register Historic District Update in the amount not to exceed \$18,790
9. Order 27,621 - declaring certain City-owned property at 411 Central Avenue, 415 Central Avenue and 425 Central Avenue to be surplus and authorizing them for sale

A motion was made to table Order 27,616 until the next meeting due to Councilmember Marchini requesting that additional time be allowed to collect feedback. Motion to approve and table the reading until the next meeting was made by Councilmember Marchini and seconded by Councilmember Cioni, and was passed on a 3-0 vote.

X. Letters / Petitions

1. Letter from the City Clerk advising that the MD State Board of Canvassers certified the 2024 General Election results on December 12, 2024, and that Brian R. Lepley and Eugene T. Frazier, having received the two highest number of votes for the office of Council, are hereby declared nominated and will be sworn into office on January 6, 2025

Public Comments

All public comments are limited to 5 minutes per person, no comments were made.

Brian Lepley expressed his appreciation for Councilwoman Marchini and spoke to her contributions to the City of Cumberland. He is deeply impressed by what he learned from her due to her vast knowledge of the City. He is grateful for the time she took to meet with him and is aware of the role he has to fill in her place.

Randy Martz a CSX train conductor, addressed the Mayor and City Council to support the resolution to address critical safety issues. Passage will guarantee safe crew size and can save lives in the event of a derailment. Voting in favor of this resolution can assist in blocked crossings on Baltimore Street for extended amounts of time.

Yvonne Perret addressed the Mayor and City Council in regards to the homeless individuals who receive citations that frequent the George Washington Headquarters. She currently works to provide affordable housing and suggests a work group to brainstorm ideas to find a solution to the issue. She currently works with 13 people on an intensive mental health outreach team and they have enrolled 12 people and 9 are homeless. These are our residents and she feels that the City owes them a better solution.

Nate Bruck founder of Allegany Robotics invited the Mayor and City Council to attend a meeting with the Robotics team on January 9, 2025 from 3:30-5:30 PM at Allegany High School. The members of the team include students from all high schools in the area including Frankfort, Bishop Walsh and Calvary Christian Academy. Some of their former students work at ABL, DSI in Frostburg and some work with the City on projects, and they would like to showcase their achievements in the past 12 years.

Mayor Morriss thanked Nate for the invitation and noted how remarkable the robotics program is in the area schools and he mentioned that he was a judge for a competition at ACM and what a great learning experience it was for him.

Stephanie Friend is a US Air Force Veteran, a mother of six children and a nurse addressed the Mayor and City Council about a personal situation that has deeply affected her family. Recently her daughter who had been alienated from her for the past five years, arrived at her residence in Frostburg, by the Cumberland Police Department. Her daughter informed her that she has been the victim of sexual abuse and reported her father, uncle and step brother. Her ex-husband, who is her daughter's father, is under investigation for sexual crimes, including allegations in the State of Oregon and told the children that Stephanie had made false allegations about him. The allegations have caused tremendous pain to her family and led one of her daughters to attempt suicide. Due to the allegations, it has been 22 days since she has seen her children who are currently in the custody of her ex-husband who is under investigation for sexual abuse. She is here to ask for help to find resources to

help her daughter heal and to clear her name of the false allegations. She is asking that we work together to demand fairness when it comes to false allegations.

VII. Adjournment

With no further business at hand, the meeting adjourned at 7:03 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 3997 (*2nd and 3rd readings*) - authorizing the transfer of 208-210 Virginia Avenue to Goodfellowship Social Club, Inc. for the purchase price of \$2,000

ORDINANCE NO. 3997

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF GOODFELLOWSHIP SOCIAL CLUB, INC. FOR THE PURCHASE OF 208-210 VIRGINIA AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 208-210 Virginia Avenue, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,578, passed by the Mayor and City Council on October 1, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Property from Goodfellowship Social Club, Inc. (the "Purchaser") for the sum of Two Thousand Dollars (\$2,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Two Thousand Dollars (\$2,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of January, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and the **Good Fellowship Social Club, Inc.**, a corporation organized and existing under the laws of the State of Maryland, (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Two Thousand Dollars (\$2,000.00) and for other good and valuable considerations, the receipt 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 that lot or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, known as Lot No. 14 in the Cumberland Improvement and Investment Companies, Southern Addition to Cumberland, as described as follows, to wit:

BEGINNING for the said parcel on the East side of Virginia Lane (now Virginia Avenue) at the end of the first line of Lot No.13 of the Addition; and running thence with said line (Virginia Avenue) South 19 degrees 34 minutes West 42.50 feet; thence parallel with Second Street, South 71 degrees 26 minutes East 116-5/12 feet to Flora Alley; thence with the West side of said alley, North 18 degrees 34 minutes East 42.50 feet to the end of the second line of said Lot No. 13; and reversing said second line, North 71 degrees 26 minutes West 116-5/12 feet to the BEGINNING.

The improvements thereon being commonly known as 208-210 Virginia Ave.

IT BEING the same property described in the deed from Larry Moon and Samatha W. Moon to Mayor and City Council of Cumberland dated March 28, 2024, and recorded among the Land Records of Allegany County, Maryland in Book 2979, Page 4.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally applicable to properties in the immediate neighborhood of

the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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**

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, 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; he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$2,000.00; 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 I prepared the foregoing instrument, that I am an attorney licensed to practice law in the State of Maryland, and that I did not perform a title search in connection with its preparation.

Michael Scott Cohen

File Attachments for Item:

2. Ordinance 3998 (*2nd and 3rd readings*) - authorizing the transfer of Brookfield Avenue Portion of Lot 1 in Block 28 to Sean B. and Kristie M. Thomas for the purchase price of \$600

ORDINANCE NO. 3998

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SEAN B. AND KRISTIE M. THOMAS FOR THE PURCHASE OF BROOKFIELD AVENUE PORTION OF LOT 1 IN BLK 28, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at Brookfield Avenue Portion of Lot 1 in Blk 28, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,543, passed by the Mayor and City Council on June 18, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Property from Sean B. and Kristie M. Thomas (the "Purchaser") for the sum of Six Hundred Dollars (\$600.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Six Hundred Dollars (\$600.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of January, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Sean B. Thomas and Kristie M. Thomas, husband and wife**, (the “Grantees”).

WITNESSETH:

That for and in consideration of the sum of Six Hundred Dollars (\$600.00) and for other good and valuable considerations, the receipt of which is hereby acknowledged, the City does hereby quitclaim to the Grantees and their respective personal representatives, heirs, 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:

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all that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, and being part of Lot No. 1, Block 28 of Johnson Heights Addition to Cumberland, a Plat of which addition is duly recorded among the Land Records of Allegany County, Maryland.

BEING the same property which was conveyed by the Johnson Realty Corporation, et al., to Bessie Schuh, by a deed dated April 7, 1937, and recorded in Liber 177, folio 271 among the Land Records of Allegany County, Maryland. Excepting therefrom all that portion of said property conveyed by Bessie Schuh unto: (1) C. Harry Griggs, et ux., by a deed dated May 10, 1940, and recorded in Liber 186, folio 460 of said Land Records.

(2) Samuel Neat, et ux., by a deed dated October 30, 1941, and recorded in Liber 192, folio 15 of said Land Records.

(3) Edward J. Wilson, et ux., by a Confirmatory Deed dated December 17, 1943, and recorded in Liber 198, folio 196 of said Land Records.

(4) Edward J. Wilson, et ux., by a deed dated December 17, 1943, and recorded in Liber 198, folio 197 of said Land Records.

IT BEING the same property described in the deed from Bessie S. Schuh to Mayor and City Council of Cumberland dated September 22, 1958, and recorded among the Land Records of Allegany County, Maryland in Deed Liber 304, folio 571.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally applicable to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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 Grantees, their personal representatives, heirs and assigns, in fee simple forever as tenants by the entirety.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

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

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

I HEREBY CERTIFY, that on this _____ day of _____, 2025, 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 \$600.00; 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 further certify that I did not perform a title search in connection with its preparation.

Michael Scott Cohen

File Attachments for Item:

3. Ordinance 3999 (*2nd and 3rd readings*) - authorizing the transfer of 31 Offutt Street to Covenant Keeper, Inc. for the purchase price of \$800

ORDINANCE NO. 3999

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF COVENANT KEEPER, INC. FOR THE PURCHASE OF 31 OFFUTT STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 31 Offutt Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,578, passed by the Mayor and City Council on October 1, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Property from Covenant Keeper, Inc. (the "Purchaser") for the sum of Eight Hundred Dollars (\$800.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Eight Hundred Dollars (\$800.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of January, 2025, by and between Mayor and City Council of Cumberland (the “City”), a Maryland municipal corporation, and Covenant Keeper, Inc., a corporation organized and existing under the laws of the State of West Virginia, (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Eight Hundred Dollars (\$800.00) and for other good and valuable considerations, the receipt 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 that piece or parcel of ground bordering along the southwesterly side of Offutt Street, Cumberland, Allegany County, Maryland and being more particularly described as follows (Subdivision plat meridian and horizontal measurements being used throughout) to wit:

BEGINNING for the same at a point along the southwesterly side of a concrete walk along Offutt Street, said point of beginning also being 82.87 feet along the first line of the 2nd parcel of a deed dated June 10, 1963 Morris Barron and William L. Wilson, Trustees to Georgia C. Sykes recorded in Deed Liber No. 361, Folio No. 212, one of the Land Records of Allegany County, Maryland. Thence, with and binding on a part of the first line of said above mentioned 2nd parcel and following along the southwesterly side of a concrete walk: 1) South 53 degrees 30 minutes 00 seconds East, 17.13 feet to a drill hole set in the concrete walk thence, leaving the southwesterly side of the concrete walk and with and binding on the division line between the herein being described Parcel No. 6 and Lot No. 10, 2) South 36 degrees 30 minutes 00 seconds West, 125.00 feet to a PK nail set on the 3rd line of the above mentioned 2nd Parcel, thence, with and binding on the same 3) North 53 degrees 30 minutes 00 seconds West, 18.01 feet to a point, thence, with and binding on the division line between the herein being described Parcel No. 6 and Parcel No. 5 for the next two

courses and distances 4) North 36 degrees 30 minutes 00 seconds East, 86.11 feet to a point, thence, through the partition wall of a dwelling located on this herein being described parcel and an adjoining parcel, 5) North 37 degrees, 47 minutes 57 seconds East, 38.90 feet to the place of beginning containing 0.051 acre, more or less, all of which is more particularly shown

on the plat recorded among the Land Records of Allegany County, Maryland in Deed Liber 602, folio 751.

The improvements thereon being commonly known as 31 Offutt Street.

IT BEING the same property described in the deed from Jason M. Bennett, Director of Finance, Allegany County, Maryland, to Mayor and City Council of Cumberland dated April 30, 2024, and recorded among the Land Records of Allegany County, Maryland in Book 2964, Page 287.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally applicable to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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**

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, 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; he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$800.00; 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 license to practice law in the State of Maryland. I further certify that I did not perform a title search in connection with its preparation.

Michael Scott Cohen

File Attachments for Item:

4. Ordinance 4000 (*2nd and 3rd readings*) - authorizing the transfer of 513 Fayette Street to 817 Maryland Ave LLC for the purchase price of \$5,001

ORDINANCE NO. 4000

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF 817 MARYLAND AVENUE LLC FOR THE PURCHASE OF 513 FAYETTE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 513 Fayette Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,578, passed by the Mayor and City Council on October 1, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Property from 817 Maryland Avenue LLC (the "Purchaser") for the sum of Five Thousand and One Dollars (\$5,001.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Five Thousand and One Dollars (\$5,001.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of January, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **817 Maryland Ave LLC**, a limited liability company organized and existing under the laws of the State of Maryland, (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Five Thousand One Dollars (\$5,001.00) and for other good and valuable considerations, the receipt 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 that piece or parcel of land lying and being on the Northerly side of Fayette Street in Cumberland, Allegany County, Maryland, and more particularly described as follows with all bearing adjusted to the original parcel of which this is a part:

BEGINNING at a common corner with a parcel of land of Victor N. Merkel as described in Deed Liber 443, folio 444 among the land records of Allegany County, Maryland; thence from said beginning point and with the Northerly side of Fayette Street, North 82 degrees, West 19.37 feet to the center line of a double house; thence with a new division line through the center of said double house and continuing; North 8 degrees East 163 feet to a 16 feet alley; thence with said alley, South 82 degrees East 19.37 feet to a common corner with said Merkel land; thence with Merkel, South 8 degrees West 163 feet to the beginning containing 3,157.31 square feet more or less, also known as 513 Fayette Street.

The improvements thereon being commonly known as 513 Fayette Street, Cumberland, MD 21502.

IT BEING the same property described in the deed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to Mayor and City Council of Cumberland dated June 21, 2024, and recorded among the Land Records of Allegany County, Maryland in Book 2978, Page 344.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally applicable to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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**

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, 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; he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$5,001.00; 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 further certify that I did not perform a title search in connection with its preparation.

Michael Scott Cohen

File Attachments for Item:

5. Ordinance 4001 (*2nd and 3rd readings*) - authorizing the transfer of Greene Street Pt Lot 86 and Greene Street Lot 87 to Jake Shade for the purchase price of \$100

ORDINANCE NO. 4001

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JACOB C. SHADE FOR THE PURCHASE OF GREENE STREET PT LOT 86 AND GREENE STREET LOT 87, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at Greene Street PT Lot 86 and Greene Street Lot 87, Cumberland, MD 21502 (the "Property");

WHEREAS, the Properties were declared surplus under the terms of Order No. 27,593, passed by the Mayor and City Council on November 4, 2024;

WHEREAS, the Properties were included in the solicitation for bids known as the "Request for Bids Surplus Properties Round VIII" and received a bid for the purchase of the Properties from Jacob C. Shade (the "Purchaser") for the sum of One Hundred Dollars (\$100.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Properties for the sum of One Hundred Dollars (\$100.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of January, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Jake Shade** (the “Grantee”), of Allegany County, Maryland.

WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) and for other good and valuable considerations, the receipt of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs, 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:

PARCEL 1:

ALL that piece or parcel of land lying and being in Tusculum Addition to the City of Cumberland, Allegany County, Maryland, which said parcel of ground is designated as Lots Nos. 86 and 87 on the amended plat of Tusculum Addition to the City of Cumberland, Allegany County, Maryland, said plat being recorded in Liber 114, folio 719, of the Land Records of Allegany County, Maryland.

IT BEING the same property described as Parcel 6 in the deed from Arnold D. Kimble to Mayor and City Council of Cumberland dated August 9, 2023, and recorded among the Land Records of Allegany County, Maryland in Book 2926, Page 261.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PARCEL 2:

ALL that piece or parcel of land lying and being in Tusculum Addition to the City of Cumberland, Allegany County, Maryland, which said parcel of ground is designated as Lots Nos. 86 and 87 on the amended plat of Tusculum Addition to the City of Cumberland, Allegany County, Maryland, said plat being recorded in Liber 114, folio 719, of the Land Records of Allegany County, Maryland.

IT BEING the same property described as Parcel 7 in the deed from Arnold D. Kimble to Mayor and City Council of Cumberland dated August 9, 2023, and recorded among the Land Records of Allegany County, Maryland in Book 2926, Page 261.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally applicable to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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, his personal representatives, heirs 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**

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, 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 \$100.00; 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

Property:

Greene Street, Lots 86 & 87 of Tusculum Addition
Cumberland, MD 21502
Tax ID Nos.: 06-023126 & 06-023118

File Attachments for Item:

6. Ordinance 4002 (*2nd and 3rd readings*) - authorizing the execution of a contract of sale and the execution of the deed to transfer 118 Winton Place to Betty Fournier for the purchase price of \$12,000

ORDINANCE NO. 4002

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF BETTY FOURNIER FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 118 WINTON PLACE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A CONTRACT OF SALE, THE DEED TO EFFECT THAT CONVEYANCE AND CLOSING DOCUMENTS, AND AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE CONTRACT OF SALE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 118 Winton Place, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,468, passed by the Mayor and City Council on May 21, 2024;

WHEREAS, the City received an unsolicited offer from Betty Fournier (the "Purchaser") to purchase the Property for Twelve Thousand Dollars (\$12,000.00), the terms of which are set forth in the Residential Contract of Sale (the "Contract") attached hereto as Exhibit A, and staff recommends that the Mayor and City Council accept that offer subject to the terms set forth below; and

WHEREAS, the Mayor and City Council deem the acceptance of this offer, subject to those terms and conditions, to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the Purchaser's offer to purchase the Property for Twelve Thousand Dollars (\$12,000.00) subject to the terms and conditions set forth in the Contract and this Ordinance.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Property shall be sold without any representations or warranties of any kind, and it shall be conveyed to the Purchaser by means of a quitclaim deed, the form of which is set forth in the Exhibit B attached hereto.

SECTION 3: AND BE IT FURTHER ORDAINED, that the Mayor is authorized and empowered to execute and deliver a deed conveying the Property to the Purchaser.

SECTION 4: AND BE IT FURTHER ORDAINED, that, excluding the purchase price, the City Solicitor is authorized and empowered to require that changes be made to the Contract for the purchase and sale of the Property, which, in his sole discretion, are in the City's best interests.

SECTION 5: AND BE IT FURTHER ORDAINED, that the Mayor, City Solicitor and/or the City Administrator are authorized and empowered to execute the said Contract, any addenda attached thereto, any amendments thereto, and all closing documents.

SECTION 5: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this 7th day of January, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

1st reading:
2nd reading:
3rd reading:

EXHIBIT A



RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.

SECTION ONE: GENERAL CONTRACT PROVISIONS

1. DATE OF OFFER: 11/25/2024.

2. TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

3. SELLER: Cumberland Mayor and City Council

4. BUYER: Betty Fournier

5. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 118 Winton Pl located in Cumberland Allegany City/County, Maryland, Zip Code 21502, together with the improvements thereon, and all rights and appurtenances thereto belonging.

6. ESTATE: The Property is being conveyed: ☒ in fee simple or ☐ subject to an annual ground rent, now existing, in the amount of _____ Dollars (\$_____) payable semi-annually, as now or to be recorded among the Land Records of _____ City/County, Maryland.

7. PURCHASE PRICE: The Purchase Price is twelve thousand Dollars (\$12000).

8. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

(a) Buyer ☐ has delivered OR ☒ will deliver within 5 Days of the Date of Contract Acceptance an initial Deposit by way of Check in the amount of four hundred Dollars (\$400).

(b) An additional Deposit by way of N/a in the amount of _____ Dollars (\$_____) to be paid _____.

(c) All Deposits will be held in escrow by: Carter and Roque Real Estate LLC.

If Deposit will not be held by a Maryland licensed real estate broker, the parties shall execute a separate written Escrow Agreement that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in subparagraph (c) above to place the Deposits in: **(Check One)**

☒ A non interest bearing account; OR

☐ An interest-bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

9. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 8(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 8(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section



17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland and Section 10-803 of the Real Property Article, Annotated Code of Maryland.

10. SETTLEMENT: Date of Settlement 12/11/2024 or sooner if agreed to in writing by the parties.

11. ADDENDA/DISCLOSURES: The Addenda checked below, which are hereby attached, are made a part of this Contract:

- | | |
|---|---|
| ☐ Affiliated Business Disclosure Notice | ☐ MD Non-Resident Seller Transfer Withholding Tax |
| ☐ Additional As Is Provisions | ☒ Notice to Buyer and Seller – Maryland Residential Property Condition Disclosure Law |
| ☐ ATU/BAT On-Site Sewage Disposal | ☐ Notice & Discl. of Deferred Water & Sewer Charges |
| ☐ Back-Up Contract | ☐ NPL Superfund Site Disclosure |
| ☒ Buyer Request for Seller's Compensation Of Buyer's Broker | ☐ On-Site Sewage Disposal System Inspection |
| ☐ Cash Appraisal Contingency | ☐ Property Inspections |
| ☐ Condominium Resale Notice | ☐ Property Subject to Ground Rent |
| ☐ Conservation Easement | ☐ Purchase Price Escalation |
| ☐ Disclosure of Licensee Status | ☐ Buyer's Sale, Fin., Settlement/Lease of Other Real Estate |
| ☒ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards | ☐ Seller Contribution |
| ☐ FIRPTA | ☐ Seller's Home of Choice |
| ☐ Forest Conservation Act | ☐ Solar Panel |
| ☐ Homeowners Association Notice | ☐ Short Sale |
| ☒ Inclusions/Exclusions, Leased Items, & Utilities | ☐ Tenant Occupied |
| ☐ Kickout | ☐ Third Party Approval |
| ☐ Local City/County Certifications/Registrations | ☐ Water Quality Test |
| ☐ Local City/County Notices/Disclosure | ☐ Water Yield Test |
| ☒ Maryland Lead Poisoning Prevention Program | |
| ☐ Other Addenda/Special Conditions: | |

12. BUYER AND SELLER MAY EXECUTE THIS CONTRACT ELECTRONICALLY USING ELECTRONIC SIGNATURES:

Buyer and Seller hereby acknowledge that pursuant to Section 21-101 et seq. of the Commercial Law Article, Annotated Code of Maryland, Buyer and Seller may execute this contract electronically using electronic signatures. If a mortgage or settlement company requires wet signatures, all parties agree to promptly re-sign all the documents. The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal or delivers a digital image of the executed document by electronic transmittal.

13. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

14. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

15. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

16. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent. Seller warrants that the Property is not tenant-occupied nor subject to any leases, unless otherwise stated in an attached Tenant Occupied Addendum.

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17. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

18. SECTION AND PARAGRAPH HEADINGS: The Section and Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights, or obligations of the parties.

SECTION TWO: PAYMENT OF THE PURCHASE PRICE

19. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- | | | |
|--|---|--|
| ☐ Conventional Financing Addendum | ☐ USDA Financing Addendum | ☐ Owner Financing Contingency |
| ☐ FHA Financing Addendum | ☐ Assumption Addendum | ☒ No Financing Contingency |
| ☐ VA Financing Addendum | ☐ Gift of Funds Contingency Addendum | ☐ OTHER: _____ |

20. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within _____ (_____) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within _____ (_____) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in the Financing paragraph of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

21. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

22. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

23. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in the **Financing** paragraph, the **Financing Application and Commitment** paragraph, and the **Buyer Responsibility** paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

SECTION THREE: PROPERTY CONDITION AND INSPECTIONS

24. INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, are included if identified on a Disclosure of Inclusions/Exclusions, Leased Items, and Utilities Addendum attached hereto.

25. CONDITION OF PROPERTY AND POSSESSION: EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS." At settlement, Seller shall deliver possession of the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement to confirm the condition of the property.



26. INSPECTION CONTINGENCY: If Buyer and Seller agree, Buyer will be afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon inspections to ascertain any unsatisfactory conditions. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects. **Any Buyer Inspection Contingency must be established through Addenda to this Contract.**

Inspection Addenda Attached ☐ / ☐
Buyer Buyer

Inspections Declined ☒ / ☐
Buyer Buyer

SECTION FOUR: PROPERTY-SPECIFIC DISCLOSURES

27. HOMEOWNER'S ASSOCIATION / CONDOMINIUM REGIME: The Property is not part of development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act or a condominium regime as defined by the Maryland Condominium Act, unless acknowledged by an attached addendum.

28. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS: Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**

- (a) **Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and**
- (b) **After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.**

This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration: See Notice Regarding Deferred Water and Sewer Charges.)

29. NOTICE CONCERNING PROPERTIES WITH PRIVATE OR DOMESTIC WATER SUPPLY WELL: Pursuant to Section 10-713(B)(1) of the Real Property Article of the Annotated Code of Maryland, a contract for the sale of real property on which a private or domestic water supply well is located shall include a provision requiring, as a condition of the sale, that the Buyer ensure that water quality testing of the well be conducted. Settlement on the contract for the sale of real property may not occur until Seller and Buyer have each received and reviewed the results of the water quality testing. If a private or domestic water supply well is located on the Property, Seller and Buyer shall execute the Water Quality Test Addendum and Water Quality Test Notice.

Buyer may waive their right to have the well tested for water quality.

Water Quality Test Addendum Attached ☐ / ☐ Buyer waives their right to test the well ☒ / ☐
Buyer Buyer Buyer Buyer

30. AGRICULTURALLY ASSESSED PROPERTY: The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. **If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial.** The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. **The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by** N/a.

31. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)



32. FOREST CONSERVATION AND MANAGEMENT PROGRAM:

Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by N/a.

33. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

SECTION FIVE: GENERAL DISCLOSURES

34. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

35. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

36. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any **residential** real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 36.A.

 /  (BUYER)
11/25/24 3:41 PM EST dotloop verified

B. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 36.B.

 /  (BUYER)
11/25/24 3:41 PM EST dotloop verified

C. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 36.C.

 /  (BUYER)
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37. LIMITED WARRANTY: NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

38. PROPERTY INSURANCE BROCHURE: An informational brochure published by Maryland REALTORS® titled "Property Insurance Basics – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased and may be obtained on Maryland REALTORS® website: <http://www.mdrealtor.org/Portals/0/adam/Content/gejh4dXTAEWPU3vfLrkJ1A/Link/FINAL-Property-Insurance-Basics-Flyer-Web.pdf>.

39. FLOOD DISCLOSURE NOTICE:

A. FLOOD INSURANCE PREMIUMS: The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. The only requirement for purchasing flood insurance from the NFIP is that you live in a community that participates (via floodplain regulations) in the NFIP. The same requirement applies to the mandatory purchase of flood insurance. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

B. FLOOD INSURANCE RATE MAPS: The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdfloodmaps.net>.

40. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

41. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the Critical Area.

42. WETLANDS NOTICE: Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.



43. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS. Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

44. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

45. NOTICE TO THE PARTIES:

A. NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:

- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
- (2) Location, size or operating condition of on-site sewage disposal systems;
- (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);

- (4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size, location and through a survey by a licensed engineer or land surveyor, at Buyer's expense;

- (5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;

- (6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

B. NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, leases, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

C. COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

D. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

46. HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER: IF YOU PLAN TO LIVE IN THIS HOME AS YOUR PRINCIPAL RESIDENCE, YOU MAY QUALIFY FOR THE HOMESTEAD PROPERTY TAX CREDIT. THE HOMESTEAD PROPERTY TAX CREDIT MAY SIGNIFICANTLY REDUCE THE AMOUNT OF PROPERTY TAXES YOU OWE. Additional information may be obtained at: <https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx>.

47. PROPERTY TAX NOTICE – 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

SECTION SIX: TRANSFER OF TITLE AND CLOSING

48. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.



49. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

50. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including the Metropolitan District Sanitary Commission and the Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. **Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.**

51. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.

52. TRANSFER CHARGES:

A. IN GENERAL. If Buyer is NOT a first-time Maryland homebuyer, payment of Recordation Taxes and State and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____ . Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located.

B. FIRST-TIME MARYLAND HOMEBUYER. Maryland law provides that the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Payment of Recordation Taxes and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____ . Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should check the box on Page 10 of this Contract, indicating that Buyer is a first-time Maryland homebuyer, and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.



53. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale ***shall*** be withheld at the time of settlement except as otherwise provided by Maryland law. ***Seller may request the Maryland Comptroller to issue a Certificate of Full or Partial Exemption from the withholding requirements, provided that such request is filed not later than 21 days prior to the date of closing. For detailed information, seller should call 1-800-MDTAXES or visit: https://www.marylandtaxes.gov/forms/current_forms/withholding_requirement.pdf.***

54. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

55. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

56. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES: Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

57. BROKER'S FEE: All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

58. BROKER LIABILITY: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

59. PROPERTY OWNER'S TITLE INSURANCE: Buyer is encouraged to purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that a policy issued to the Lender will not protect the Buyer from losses caused by title defect. Nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer. Buyer understands that the Broker does not warrant the condition of title, and Buyer agrees to hold harmless Broker from any damages sustained by Buyer that may result from a defect in title.

SECTION SEVEN: BREACH OF CONTRACT AND DISPUTE RESOLUTION

60. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, subject to the Deposit paragraph of this Contract, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions.



In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

61. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through Maryland REALTORS® or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of Maryland REALTORS® or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during, or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

62. ATTORNEY'S FEES: In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s). As used in this Contract, the term "Broker(s)" shall mean: (a) the Brokers as identified on Page 11 of this Contract; (b) the named Sales Associates identified on Page 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provisions of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

<i>Betty Fournier</i>	dotloop verified 11/25/24 3:41 PM EST SEUO-T7Z2-GLT5-KC55
Buyer Signature	Date
Buyer Signature	Date

Seller Signature	Date
Seller Signature	Date

DATE OF CONTRACT ACCEPTANCE:

(Insert the date on which all final initials and signatures of all parties have been affixed to this Contract.)

☐ **Check if First-Time Maryland Homebuyer**



Contact Information:

BUYER / NAME(S): Betty Fournier

MAILING ADDRESS: 11 Whitley court, Hempstead, NY 11550

SELLER / NAME(S): Cumberland Mayor and City Council

MAILING ADDRESS:

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: For sale by owner

BROKER OF RECORD NAME:

LICENSE NUMBER:

SALES ASSOCIATE NAME:

LICENSE NUMBER:

OFFICE ADDRESS:

OFFICE PHONE:

BROKER/SALES ASSOCIATE MLS ID:

SALES ASSOCIATE PHONE:

SALES ASSOCIATE E-MAIL:

ACTING AS: ☐ LISTING BROKER AND SELLER AGENT; OR

☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: Carter & Roque Real Estate

BROKER OF RECORD NAME: Donny Carter

LICENSE NUMBER: 636123

SALES ASSOCIATE NAME: Destiny Hill

LICENSE NUMBER: 5002170

OFFICE ADDRESS: 11 W Main St., Suite 1, Frostburg, MD 21532

OFFICE PHONE: 3016790100

BROKER/SALES ASSOCIATE MLS ID: CTRQ1

SALES ASSOCIATE PHONE: 2403624717

SALES ASSOCIATE E-MAIL: destinyhillrealtor@gmail.com

ACTING AS: ☐ SELLER AGENT; OR

☐ SUBAGENT; OR

☒ BUYER AGENT; OR

☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

EXHIBIT B

QUITCLAIM DEED

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

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor by deed dated _____ and recorded among the Land Records of Allegany County, Maryland in Book _____, Page _____.

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, _____ in fee simple forever.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison K. Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$_____ 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 entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

1. Order 27,616 (*tabled at the December 17, 2024 meeting*) - authorizing new parking rates for the parking spaces on Baltimore Street, effective 30 days after passage of this Order

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

ORDER NO. 27,616

DATE: January 7, 2025

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

THAT, effective thirty (30) days after passage of this Order, parking fees shall be as follows:

- All parking spaces on Baltimore Street shall be included in a single Park Mobile Zone and limited to two (2) hour parking with time reset gap of thirty (30) minutes between two (2) hour cycles.
- The Baltimore Street Park Mobile Zone shall be \$2.00 / hour with a two (2) hour maximum.
- All free times zones within the City shall be subject to enforcement.
- Parking rules and regulations shall be enforced equally in all areas of the City.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Ordinance 4003 (*1st reading*) - authorizing the transfer of 424 Cumberland Street to Sandra Marin for the purchase price of \$29,000

ORDINANCE NO. 4003

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SANDRA MARIN FOR THE PURCHASE OF 424 CUMBERLAND STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 424 Cumberland Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,578, passed by the Mayor and City Council on October 1, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "2024 GovDeals Online Auction" and received a bid for the purchase of the Property from Sandra Marin (the Purchaser") for the sum of Twenty Nine Thousand Dollars (\$29,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Twenty Nine Thousand Dollars (\$29,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor by deed 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, _____ in fee simple forever.

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. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ [REDACTED] 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 entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Council Agenda Summary

Meeting Date: January 7, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Acquisition Tax ID 06-041515, 424 Cumberland St. (GovDeals auction)

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

An Ordinance for the sale of 424 Cumberland St. to Sandra Marin for \$29,000 through the GovDeals online auction that closed Friday December 20, 2024. Ms. Marin has acquired and rehabilitated other properties in the City.

Budget number: Revenue code 001 392.01

Grant, bond, etc. reference: City revitalization program

File Attachments for Item:

. Ordinance 4004 (*1st reading*) - authorizing the transfer of 921 Lexington Avenue to Jesse Martin for the purchase price of \$19,200

ORDINANCE NO. 4004

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JESSE MARTIN FOR THE PURCHASE OF 921 LEXINGTON AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 921 Lexington Avenue, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,607, passed by the Mayor and City Council on November 19, 2024;

WHEREAS, the Property was included in the solicitation for bids known as the "2024 GovDeals Online Auction" and received a bid for the purchase of the Property from Jesse Martin (the Purchaser") for the sum of Nineteen Thousand Two Hundred Dollars (\$19,200.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Nineteen Thousand Two Hundred Dollars (\$19,200.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

QUITCLAIM DEED

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

WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$_____.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the Grantee, _____, forever in fee simple:

IT BEING the same property that was conveyed from _____ to the Grantor by deed 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, _____ in fee simple forever.

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. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ [REDACTED] 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 entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

Council Agenda Summary

Meeting Date: January 7, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Acquisition Tax ID 04-040813, 921 Lexington Ave. (GovDeals auction)

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

An Ordinance for the sale of 921 Lexington Avenue to Jesse Martin for \$19,200 through the GovDeals online auction that closed Friday December 20, 2024. The property at 921 Lexington Ave. is one half of a duplex. Mr. Martin owns the other half (919 Lexington).

Budget number: Revenue code 001 392.01

Grant, bond, etc. reference: City revitalization program

File Attachments for Item:

. Ordinance 4005 (*1st reading*) - providing for the closure of (1) a portion of an unnamed alley between Cecelia Street and Williams Street, running from the property line of a parcel owned by Emily White and Diane White, intersecting with the unnamed alley to the Eastern boundary line of land owned by Cumberland Gateway Real Estate LLC and (2) a portion of another unnamed alley running from the Southern right of way line of Cecelia Street, South 81.01 feet on its East side and 72.9 feet on its West side, the portions of said alleys being located in the City of Cumberland, Allegany County, Maryland

ORDINANCE NO. 4005

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF (1) A PORTION OF AN UNNAMED ALLEY BETWEEN CECELIA STREET AND WILLIAMS STREET, RUNNING FROM THE POINT THE WESTERN PROPERTY LINE OF A PARCEL OWNED BY EMILY E. WHITE AND DIANE C. WHITE (ALLEGANY COUNTY LAND RECORDS DEED LIBER 701, FOLIO 848) INTERSECTS WITH THE UNNAMED ALLEY TO THE EASTERN BOUNDARY LINE OF LAND OWNED BY CUMBERLAND GATEWAY REAL ESTATE LLC (ALLEGANY COUNTY LAND RECORDS DEED BOOK 2435, PAGE 262) AND (2) A PORTION OF ANOTHER UNNAMED ALLEY, RUNNING FROM THE SOUTHERN RIGHT-OF-WAY LINE OF CECELIA STREET, SOUTH 81.01 FEET ON ITS EAST SIDE AND 72.79 FEET ON ITS WEST SIDE, THE PORTIONS OF SAID ALLEYS BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND.

WHEREAS, the Mayor and City Council of Cumberland received a petition from Cumberland Gateway Real Estate, LLC ("CGRE"), requesting the closure of the portions of two Unnamed Alleys (the "Alleys"), generally described in the titling of this Ordinance and shown on the plat attached hereto and incorporated by reference herein as **Exhibit A**, the said plat hereinafter being referred to as the "Plat".

WHEREAS, portions of the Alleys abut properties owned by CGRE and Alter/Scott Acquisitions, LLC ("ASA"), and, in accordance with Section 127A of the City Charter, the Alleys shall be split between them in equal proportions according to their length or breadth.

WHEREAS, the metes and bounds description for the portion of the Alleys that will be conveyed to CGRE and ASA are attached hereto and incorporated by reference herein as **Exhibits B and C**, respectively,

WHEREAS, the City Clerk served a personal notice in writing upon each property owner to be affected by the passage of the proposed Ordinance more than ten (10) days before January 21, 2025; and

WHEREAS, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the aforesaid portions of the Alleys be closed.

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

SECTION 1: The portions of the Alleys being closed, as shown on the Plat, shall be closed. The table below shows the parcels on the Plat that will be conveyed to CGRE, and those that will be conveyed to ASA.

GRANTEE	PARCELS ON PLAT BEING CONVEYED TO EACH GRANTEE	EXHIBIT
CGRE	CGRE Alley Closure Area #s,4,5,6	Exhibit B
ASA	ASA Alley Closure Areas #s 3, 4, & 5	Exhibit C

These conveyances shall be subject to the easements, reservations and restrictions set forth in the **Exhibit D** attached hereto, which easements, reservations and restrictions shall be incorporated into the deeds effecting the conveyances described in this Section.

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

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

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

SECTION 5: The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment and shall be payable within sixty (60) days after the date of the meeting

at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

SECTION 6: Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable, the said portions of the Alleys particularly described in Section 1 hereof shall be closed, and the Mayor shall be empowered to execute the deeds effecting the conveyances which are described therein.

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

Passed the ____ day of _____, 2025.

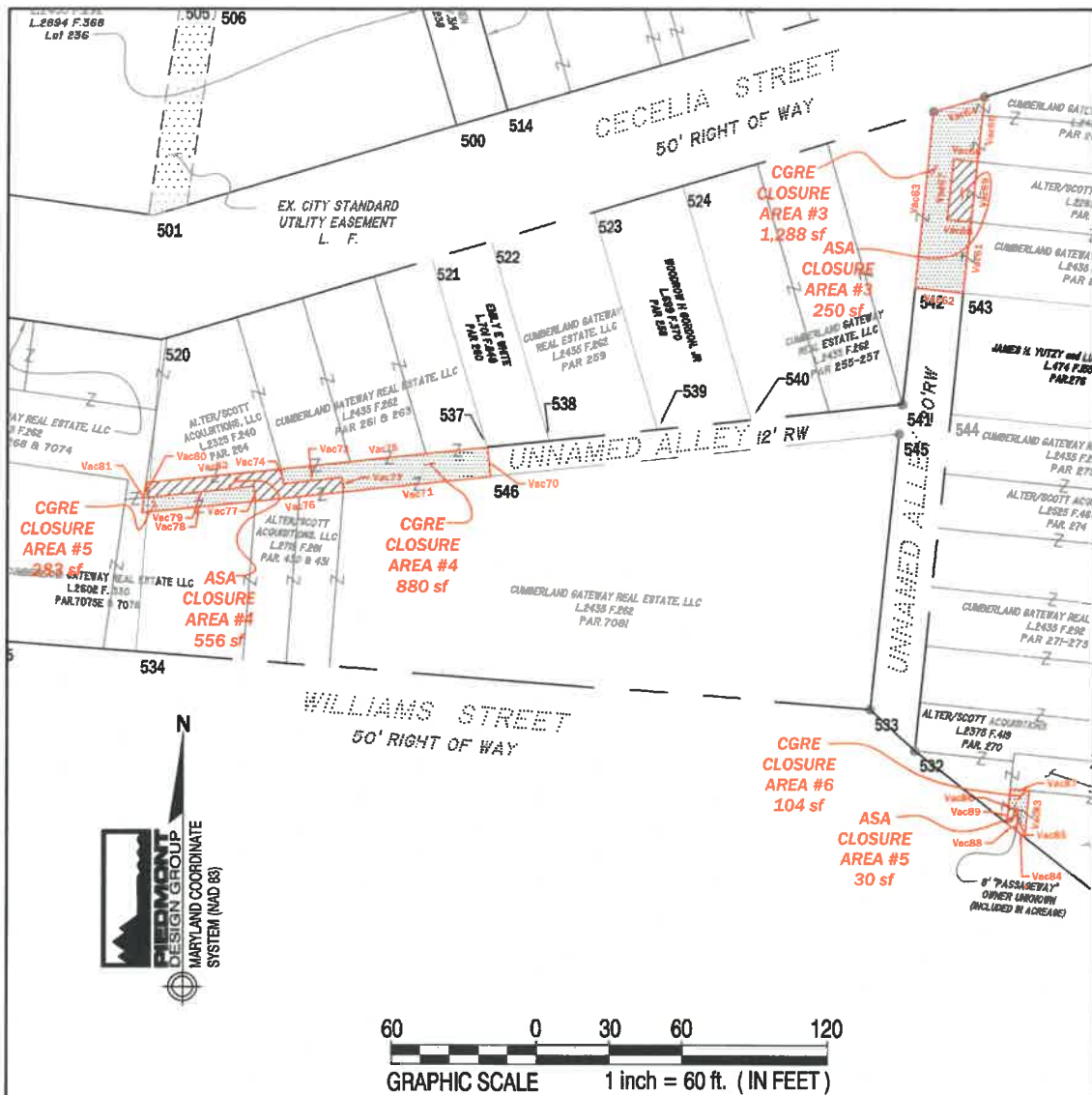
Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

Plat



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF THAT THIS EXHIBIT IS CORRECT, THAT IT DEPICTS PORTIONS OF THE CITY OF CUMBERLAND PUBLIC ALLEYS AND PASSAGEWAYS THAT ARE TO BE VACATED AND GRANTED TO THE ADJOINING FEE OWNERS.

Michael T. Wiley

11/14/2024

MICHAEL T. WILEY, PE PROF LS

DATE

MD PROFESSIONAL LAND SURVEYOR #21084; EXP. 02/13/25

FOR PIEDMONT DESIGN GROUP, LLC

MD CORP LS LIC # 21315; EXP. 09/07/26



CITY OF CUMBERLAND

ALLEY RIGHT-OF-WAY CLOSURE EXHIBIT

LEGISLATIVE DISTRICT 01C, ELECTION DISTRICT 22, ELECTION PRECINCT 22-001

CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND

SHEET 1 OF 2



5283 CORPORATE DRIVE
SUITE 300 FREDERICK, MD 21703
301-695-6614

SCALE: 1" = 60'

NOVEMBER 2024

Plotted: Nov 14, 2024 at 1:12pm

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ALLEY RW CLOSURE LINE TABLE		
LINE #	BEARING	DISTANCE
Vac61	S05°54'07"W	29.37'
Vac62	N84°05'53"W	20.00'
Vac63	N05°54'07"E	72.79'
Vac64	N73°33'00"E	21.62'
Vac65	S05°54'07"W	26.64'
Vac66	N84°05'53"W	10.00'
Vac67	N05°54'07"E	25.00'
Vac68	N84°05'53"W	10.00'
Vac69	S05°54'07"W	25.00'
Vac70	N05°57'01"W	12.00'
Vac71	N84°02'59"E	60.96'
Vac72	N05°57'01"W	6.00'
Vac73	N84°02'59"E	24.67'
Vac74	S05°57'01"E	6.00'
Vac75	S84°02'59"W	85.64'

ALLEY RW CLOSURE LINE TABLE		
LINE #	BEARING	DISTANCE
Vac76	N84°02'59"E	36.60'
Vac77	N05°57'01"W	6.00'
Vac78	N84°02'59"E	47.14'
Vac79	N84°02'59"E	44.12'
Vac80	S05°57'01"E	6.00'
Vac81	S08°10'31"W	12.37'
Vac82	S84°02'59"W	56.05'
Vac83	N05°54'07"E	19.37'
Vac84	S51°48'39"E	4.73'
Vac85	N05°54'07"E	8.84'
Vac86	S84°05'53"E	4.00'
Vac87	N84°05'53"W	8.00'
Vac88	S51°48'39"E	4.73'
Vac89	S05°54'07"W	6.31'

BOUNDARY CORNER COORDINATES		
NUMBER	NORTHING	EASTING
500	726,672.0624	817,802.7964
501	726,635.1371	817,677.5129
514	726,678.2923	817,823.8959
520	726,583.9927	817,681.0887
521	726,617.0758	817,793.1351
522	726,624.2685	817,817.4954
523	726,636.7283	817,859.6944
524	726,647.4890	817,896.1390
532	726,415.0199	817,992.8570
533	726,431.9322	817,974.4987
534	726,455.4835	817,671.1128

BOUNDARY CORNER COORDINATES		
NUMBER	NORTHING	EASTING
537	726,539.7701	817,815.9606
538	726,542.4481	817,841.6539
539	726,547.0871	817,886.1621
540	726,551.0936	817,924.6010
541	726,557.6489	817,987.4946
542	726,605.7412	817,992.4661
543	726,603.6847	818,012.3601
544	726,553.6911	818,007.1921
545	726,545.4525	817,986.2338
546	726,527.8348	817,817.2046

Partial Alley Right of Way Closure Areas Summary				
To Be Conveyed To	Area #/Square Feet			
	3	4	5	Total
Cumberland Gateway Real Estate, LLC (CGRE)	1,288	880	283	2,451
Alter/Scott Acquisitions (ASA)	250	556	-	806
Total	1,538	1,436	283	3,257

8' Passageway Right of Way Closure Areas Summary			
To Be Conveyed To	Area #/Square Feet		
	5	6	Total
Cumberland Gateway Real Estate, LLC (CGRE)		104	104
Alter/Scott Acquisitions (ASA)	30		30
Total	30	104	134

CITY OF CUMBERLAND

ALLEY RIGHT-OF-WAY CLOSURE EXHBIT

LEGISLATIVE DISTRICT 01C, ELECTION DISTRICT 22, ELECTION PRECINCT 22-001

CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND

SHEET 2 OF 2

SCALE: NONE

NOVEMBER 2024



5283 CORPORATE DRIVE
SUITE 300 FREDERICK, MD 21703
301-695-6614

Plotted: Nov 14, 2024 at 1:14pm

X:\Drive\HShare\PDGAdmin\GroupWrite\CUMBERLAND\SURVEY\PLATS\LOT CONSOLIDATIONS\Combination Plats\#2\Combination Plot #2.dwg

EXHIBIT B

Parcels being Conveyed to Cumberland Gateway Real Estate, LLC ("CGRE")

The hereinafter described parcels were surveyed by Piedmont Design Group, LLC (PDG) with a basis of bearings referenced to the Maryland Coordinate System North Zone (NAD83/11) per a railroad spike found (PDG survey control point #1445) at the northwest corner of Spring Street (50' RW) and Locust Alley at the end of the "S 65° 43' 11" E 97.62'" line on a plat entitled "FINAL PLAT OF SUBDIVISION CUMBERLAND SHOPPING CENTER" recorded in the plat records of the Clerk of the Court of Allegany County, Maryland as Plat 1438, said control point #1445 being coordinate North 725,976.0385 East 817,637.3732;

Said parts as more particularly described as follows with reference to be-set #500-series #4 rebars and survey caps #21084:

CGRE Closure Area #3 (20' RW Unnamed Alley)

Beginning on the 20' RW line on the eastern side of an unnamed alley at point #543 having coordinates of N: 726,603.6847, E: 818,012.3601; thence crossing the alley

1. N 84°05' 53" W 20.00' to point #542 on the western side of the alley; thence along the western RW line of the alley
2. N 05°54' 07" E 72.79' to an existing found rebar on the south side of the Cecelia Street RW line; thence with the southern RW line of Cecelia Street and crossing the alley
3. N 73°33' 00" E 21.62' to an existing found rebar on the south side of the Cecelia Street RW line; thence leaving the southern RW line of Cecelia Street and continuing along the eastern side of the alley RW
4. S 05°54' 07" W 26.64' to a point; thence leaving the eastern alley RW line and crossing the alley to its centerline
5. N 84°05' 53" W 10.00' to a point at the center of the alley; thence continuing with the centerline of the alley
6. S 05°54' 07" W 25.00' to a point at the centerline of the alley; thence leaving the center of the alley and continuing
7. S 84°05' 53" E 10.00' to a point on the eastern RW line of the alley; thence with the eastern RW line of the alley
8. S 05°54' 07" W 29.37' to the **POINT OF BEGINNING**.

Containing 1,288 square feet of land, more or less, subject to all easements or rights-of-way.

CGRE Closure Area # 4
12' RW Unnamed Alley

Beginning on the 12' RW line on the southern side of an unnamed alley at point #546 having coordinates of N:726527.8348, E:817817.2046 thence with the southern RW line of the alley

1. **S 84°02'59" W 60.96'** to a point; thence leaving the RW line of the alley and crossing the alley to its centerline
2. **N 05°57'01" W 6.00'** to a point on the centerline of the alley; thence with the centerline of the alley
3. **S 84°02'59" W 24.67'** to a point on the centerline of the alley, thence leaving the centerline and crossing the alley
4. **N 05°57'01" W 6.00'** to a point on the northern RW line of the alley; thence with the northern RW line of the alley
5. **N 84°02'59" E 85.64'** to a point; thence leaving the northern RW line of the alley and crossing the alley
6. **S 05°57'01" E 12.00'** to the **POINT OF BEGINNING.**

Containing 880 square feet of land, more or less, subject to all easements or rights-of-way.

CGRE Closure Area #5
12' RW Unnamed Alley

Beginning on the 12' RW line on the southern side of an unnamed alley at point #546 having coordinates of N:726527.8348, E:817817.2046; thence with the southern RW line of the alley

1. **S 84° 02' 59" E 97.56'** to the **TRUE POINT OF BEGINNING**; thence with the southern RW line of the unnamed alley:
2. **S 84°02'59" W 47.14'** to a point at the intersection of the western terminus of the alley RW and the southern RW line; thence with the western RW line of the alley

3. **N 08°10'31" E 12.37'** to a point at the intersection of the western terminus of the alley RW and the northern RW line; thence leaving the intersection point and crossing the alley to its centerline
4. **S 05°57'01" E 6.00'** to a point on the centerline of the alley; thence with the centerline of the alley
5. **N 84°02'59" E 44.12'** to a point on the centerline of the alley; thence leaving the centerline and crossing the alley
6. **S 05°57'01" E 6.00'** to the **TRUE POINT OF BEGINNING.**

Containing 283 square feet of land, more or less, subject to all easements or rights-of-way.

EXHIBIT C

Parcels being Conveyed to Alter/Scott Acquisitions, LLC ("ASA")

The hereinafter described parcels were surveyed by Piedmont Design Group, LLC (PDG) with a basis of bearings referenced to the Maryland Coordinate System North Zone (NAD83/11) per a railroad spike found (PDG survey control point #1445) at the northwest corner of Spring Street (50' RW) and Locust Alley at the end of the "S 65° 43' 11" E 97.62'" line on a plat entitled "FINAL PLAT OF SUBDIVISION CUMBERLAND SHOPPING CENTER" recorded in the plat records of the Clerk of the Court of Allegany County, Maryland as Plat 1438, said control point #1445 being coordinate North 725,976.0385 East 817,637.3732;

Said parts as more particularly described as follows with reference to be-set #500-series #4 rebars and survey caps #21084:

ASA Closure Area #3 **20' RW Unnamed Alley**

Beginning on the 20' RW line on the eastern side of an unnamed alley at point #543 having coordinates of N: 726,603.6847, E: 818,012.3601; thence with the eastern RW line of the alley

1. **N 05° 54' 07" E 29.37'** to the **TRUE POINT OF BEGINNING**; thence leaving the eastern RW line of the alley and crossing the alley to its centerline
2. **N 84°05'53" W 10.00'** to a point at the center of the alley; thence continuing with the centerline of the alley
3. **N 05°54'07" E 25.00'** to a point at the center of the alley; thence leaving the center of the alley and continuing
4. **S 84°05'53" E 10.00'** to a point on the eastern RW line of the alley; thence with the eastern RW line of the alley
5. **S 05°54'07" W 25.00'** to the **TRUE POINT OF BEGINNING**.

Containing 250 square feet of land, more or less, subject to all easements or rights-of-way.

ASA Closure Area #4
12' RW Unnamed Alley

Beginning on the 12' RW line on the southern side of an unnamed alley at point #546 having coordinates of N:726527.8348, E:817817.2046 thence with the southern RW line of the alley

1. **S 84° 02' 59" E 60.96'** to the **TRUE POINT OF BEGINNING**; thence with the southern RW line of the unnamed alley:
2. **S 84°02'59" W 36.60'** to a point; thence leaving the southern RW line of the alley and crossing the alley to its centerline
3. **N 05°57'01" W 6.00'** to a point on the centerline of the alley; thence with the centerline of the alley
4. **S 84°02'59" W 44.12'** to a point at the intersection of the centerline of the alley, thence leaving its centerline and crossing the alley
5. **N 05°57'01" W 6.00'** to a point at the intersection of the western RW terminus of the alley and the northern RW line of the alley; thence with the northern RW of the alley
6. **N 84°02'59" E 56.05'** to a point; thence leaving the northern RW line of the alley and crossing the alley to its centerline
7. **S 05°57'01" E 6.00'** to a point on the centerline of the alley; thence with the centerline of the alley
8. **N 84°02'59" E 24.67'** to a point on the centerline of the alley; thence leaving its centerline and crossing the alley
9. **S 05°57'01" E 6.00'** to the **TRUE POINT OF BEGINNING**.

Containing 556 square feet of land, more or less, subject to all easements or rights-of-way.

EXHIBIT D

SUBJECT, HOWEVER, to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed, for any existing utility lines, for stormwater and surface drainage, and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any utility lines and stormwater management and sediment and erosion control devices and improvements.

FURTHERMORE, it is a condition of the conveyance effected by this deed that the Grantee(s), his/her/their/its personal representatives, heirs, successors, and assigns, or other(s) to whom this and the other portions of these rights-of-way being closed shall be conveyed, shall be allowed to use the surface of the land hereby conveyed; however, he/she/they/it shall not be permitted to place or erect structures or enclosures thereon or permanently affix any equipment, vehicles or anything else thereto without the written consent of the City, which consent may be granted or denied for any reason or no reason at all. The Grantee's/Grantees' use of the land conveyed by this deed shall not interfere with the ingress, egress or other actions of the City and public and private utilities, as are necessary or expedient regarding the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefor have been submitted to and approved by the City's Engineering Division. No work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and appurtenances and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

FURTHERMORE, the Grantee(s) shall not be permitted to grade the land conveyed under the terms of this deed and shall not be permitted to alter its surface, aside from filling potholes, except upon the written consent of the City, said consent not to be unreasonably withheld.

FURTHERMORE, if the Grantee(s) alter(s) the surface of the land hereby conveyed or its subsurface and the alterations result in the need to relocate public or

private utilities' lines and/or other appurtenances and improvements related thereto, the Grantee(s) shall be liable for all costs thereof.

FURTHERMORE, the City, and public and private utilities, shall also have the right to enter upon the property hereby conveyed from time to time to remove and/or trim such trees and other growths as may be required or expedient with respect to the exercise of the rights hereby reserved.

IT IS UNDERSTOOD AND AGREED, that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the land, shall inure to the benefit of the City and the other parties hereby benefited, and shall be binding upon the Grantee(s) and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any persons and entities claiming through them.

IT BEING FURTHER UNDERSTOOD AND AGREED, that, if the Grantee relocates the public and private utility lines lying underneath the property hereby conveyed, the City shall execute an instrument effecting the removal of the easements and reservations set forth in this exhibit.

File Attachments for Item:

. Order 27,622 - authorizing appointments to the Downtown Development Commission and Shade Tree Commission

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

ORDER NO. 27,622

DATE: January 7, 2025

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

THAT, the following appointments and reappointments to boards and commissions be and are hereby approved:

<i>Board/Commission</i>	<i>Member</i>	<i>Position</i>	<i>Term</i>
Downtown Development Commission	Dave Romero	Primary District Member	1/1/25-1/1/28
Downtown Development Commission	Ed Huber	Secondary District Member	1/1/25-1/1/28
Downtown Development Commission	Doug Schwab	Secondary District Member	12/1/24-12/1/27
Downtown Development Commission	Chris Sloan	Primary District Member	1/7/25-1/7/28
Downtown Development Commission	Drew Knippenberg	Primary District Member	1/7/25-1/7/28
Downtown Development Commission	Hayden Ort-Ulm	Primary District Member	1/7/25-1/7/28
Downtown Development Commission	Rock Cioni	Council Representative - Non-voting member	
Historic Preservation Commission	Rock Cioni	M&CC ex officio - Voting member	
Shade Tree Commission	Julianne Farris	Seat 1	1/7/2025-1/7/2029
Shade Tree Commission	Frank Clark	Seat 3	1/7/2025-1/7/2029

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,623 - approving a \$10,000 Micro-Revolving loan for Rhiannon Brown, Queen City Creamery & Deli, for working capital associated with the Queen City Scoop Shop at 152 Baltimore Street for the term of a 60-month amortization period at 3% interest with the first payment due March of 2025

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

ORDER NO. 27,623

DATE: January 7, 2025

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

THAT, loans from the Micro Revolving Loan Fund of Ten Thousand Dollars (\$10,000.00) each for Rhiannon Brown of Queen City Creamery & Deli working capital associated with the Queen City Scoop Shop, 152 Baltimore Street and, be and are hereby approved for the terms: 60-month amortization period, 3% interest, first payment due March 2025.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: January 7, 2025

Key Staff Contact: Ken Tressler

Item Title: City of Cumberland approval of \$10,000 micro-loan application for the Queen City Creamery Scoop Shop

The City Micro-loan committee has reviewed and recommends approval of the Queen City Creamery & Deli application for a \$10,000 micro-loan provided through the city's revolving loan fund. The owner (Rhiannon Brown) has been in the business since 2001 and opened the Queen City Scoop Shop in March 2024. The Scoop Shop is located at 152 Baltimore St. downtown. The loan will be used for working capital to retain her full-time Scoop Shop employees during the off-season winter months.

If this funding is approved and after the award the balance in the City revolving loan fund will be fully utilized.

File Attachments for Item:

. Order 27,624 - authorizing execution of a Certificate of Satisfaction acknowledging that the Deed of Trust dated April 23, 2003, granted by David F. Romero and Margaret A. Romero to Michael Scott Cohen, Trustee for the benefit of the Mayor and City Council of Cumberland (Allegany County Land Records Book 997, page 587), has been fully satisfied and the lien is hereby released

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

ORDER NO. 27,624

DATE: January 7, 2025

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

THAT, the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Deed of Trust granted by David F. Romero and Margaret A. Romero to Michael Scott Cohen, Trustee for the benefit of Mayor and City Council of Cumberland, dated April 23, 2003, and recorded among the Land Records of Allegany County, Maryland in Book 997, Page 587 has been fully paid and satisfied and the lien effected by the said Deed of Trust is hereby released.

Raymond M. Morriss, Mayor

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by David F. Romero and Margaret A. Romero unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated April 23, 2003 and recorded among the Land Records of Allegany County, Maryland in Book 997, Page 587 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the said Deed of Trust note this _____ day of _____, 2025.

WITNESS/ATTEST:

THE 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 January, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond M. Morriss, who acknowledged himself to be the Mayor of the City of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized so to do, executed the foregoing instrument for the purpose therein contained and he acknowledged that the facts set forth in said instrument are true.

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

NOTARY PUBLIC

My Commission Expires: _____

File Attachments for Item:

. Order 27,625 - accepting the donation of the real property at 315 Bond Street (Tax ID 05-002451) from the Special Administrator for the Estate of Milton S. Sarver

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

ORDER NO. 27,625

DATE: January 7, 2025

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

THAT the Mayor be and is hereby authorized to accept the donation from the Special Administrator for the Estate of Milton L. Sarver of the parcel of real property and the improvements thereon, if any, to the City:

- (i) 315 Bond Street, Cumberland, MD 21502
Tax ID No. 05-002451
Land Records Book 00663, Page 00080

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property; and

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

Raymond M. Morriss, Mayor

IN THE ORPHANS COURT
FOR ALLEGANY COUNTY, MARYLAND

IN THE ESTATE OF

*

MILTON L. SARVER

*

ESTATE NO. 33954

* * * * *

ORDER AUTHORIZING SPECIAL
ADMINISTRATOR TO DONATE PROPERTY
LOCATED AT 315 BOND ST. THE CITY OF CUMBERLAND

Having reviewed and considered the Petition filed by the Special Administrator for the Estate of Milton L. Sarver for authorization to donate property located at 315 Bond Street, Cumberland Maryland to the City of Cumberland, it is hereby ORDERED that the Petition is GRANTED.

10-25-24

Date

10/25/24

Date



Judge of the Orphans Court



Judge of the Orphans Court

Date

Judge of the Orphans Court

Robb & Walsh, LLC
File No. 24-2864
Tax ID # 05-002451

AFTER RECORDING, PLEASE RETURN TO:

Robb & Walsh, LLC
18 North Centre Street
Cumberland, MD 21502

Deed Only-No Title Examination

(Recording Receipt)

~~This~~ **Deed**, made this **20th** day of November, 2024, by and between James E. Walsh, Special Administrator of the Estate of Milton L. Sarver (the “Decedent”), GRANTOR, and The Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, GRANTEE, witnesseth that;

~~Whereas~~, the Grantor was appointed Special Administrator of the Estate of Milton L. Sarver, Estate No. 33954, by the Orphans Court for Allegany County, Maryland, on September 27, 2024; and

~~Whereas~~, the Grantor was authorized by the Orphans Court to convey the property described below to the Grantee for no consideration by order dated October 25, 2024.

~~Now, therefore~~, in consideration of the foregoing, the said Grantor as Special Administrator of the Estate of the Decedent, does hereby grant and convey to Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, in fee simple, all that lot of ground situate in the County of Allegany, State of Maryland and described as follows, that is to say:

ALL that lot, piece or parcel of ground situate and lying in the City of Cumberland, Allegany County, Maryland, on the Northerly side of Bond Street and being part of the Easterly one-half of Lot No. 28 in Gephart’s Second Addition to Cumberland and more particularly described as follows:

BEGINNING for the same at a point standing on the Northerly side of Bond Street (formerly German Street/20 feet wide) at the division line of Lots Nos. 27 and 28 and running thence with said side of said Bond Street North 60 ¾ degrees West 25 feet, thence North 29 ¼ degrees East 55 feet, thence South 60 ¾ degrees East 25 feet to the aforesaid division line of Lots Nos. 27 and 28 and with part of the said line, South 29 ¼ degrees West 55 feet to the place of beginning.

BEING the fee simple property which, by Deed dated August 3, 1998, and recorded in the Land Records of the County of Allegany, Maryland, in Liber 663, Folio 080, was granted and conveyed by Vivian V. Dorn unto Milton L. Sarver.

Milton L. Sarver passed away October 5, 2012 causing title to become vested in the Grantor as Special Administrator.

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

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, in fee simple.

And Grantor does hereby covenant to execute such further assurances of the same as may be requisite.

Witness the hand and seal of Grantor the day and year first above written.

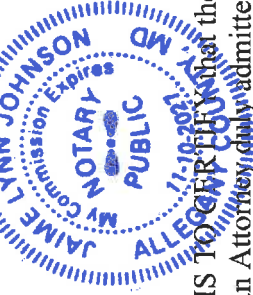
James L. Johnson
Witness

James E. Walsh, Special Administrator
of the Estate of Milton L. Sarver

STATE OF MARYLAND
COUNTY OF ALLEGANY

I hereby certify that on this 20th day of November, 2024, before me, the undersigned officer, a Notary Public in and for the State aforesaid, personally appeared James E. Walsh, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged himself to be the Special Administrator of the Estate of Milton L. Sarver and who, in my presence, signed and sealed the foregoing Deed and acknowledged it to be his act and deed as Special Administrator of the foregoing Estate, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



James L. Johnson
Notary Public
My commission expires

Notary Public

My commission expires

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.


James E. Walsh



Allison Layton <allison.layton@cumberlandmd.gov>

RE: 315 Bond

1 message

michaelcohen@atlanticbbn.net <michaelcohen@atlanticbbn.net>

Sat, Dec 14, 2024 at 9:48 AM

To: Ken Tressler <ken.tressler@cumberlandmd.gov>

Cc: Allison Layton <allison.layton@cumberlandmd.gov>, Kevin Thacker <kevin.thacker@cumberlandmd.gov>

I have the title report. The title is clear. The City can accept the donation.

For the next week, please email me at michaelcohen@atlanticbbn.net. I got a new cell phone and my IT guy changed my password for the other email when we set things up at his office. Somehow, my attempt to save the password failed. That issue should be fixed quickly, but one week will provide an adequate buffer.

Michael Scott Cohen, Esquire

City Solicitor

[City of Cumberland](#)

[213 Washington Street](#)

[Cumberland, MD 21502](#)

Office Phone: (301) 724-5200

Cell Phone: (301) 707-2509

E-mail: mike@msclawllc.com

Website: www.msclawllc.com

Feel free to call me on my cell phone if that is your preference.

PLEASE NOTE: My e-mail address has changed. It is now mike@msclawllc.com. Please revise your records accordingly. E-mails to michaelcohen@atlanticbbn.net will be forwarded to mike@msclawllc.com, but that will not continue indefinitely.

File Attachments for Item:

. Order 27,626 - rescinding Order 27,614, originally approved on December 17, 2024, due to a misstated address, and authorizing the execution of a contract of sale with the personal representative, administrator or other individual legally authorized to sell the assets of Jeffery Vandevander, authorizing the purchase of the property at Cumb Thruway PT Lots 297-298-299 in Cumberland, MD (Tax ID 22-016512) as part of the Central Avenue Initiative for the price of \$7,500

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

ORDER NO. 27,626

DATE: January 7, 2025

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

THAT, Order No. 27,614, originally approved on December 17, 2024 be and is hereby rescinded due to a misstated address, and;

BE IT FURTHER ORDERED THAT, the execution of a contract of sale by and between the Mayor and City Council of Cumberland and the personal representative, administrator or other individual legally authorized to sell or otherwise dispose of the assets of Jeffery Vandevander (deceased), authorizing the purchase of the property at Cumb Thruway PT Lots 297-298-299 in Cumberland, MD (Tax ID 22-016512) as part of the Central Avenue Initiative for the price of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) be and is hereby approved. Notwithstanding the foregoing, the execution of the contract of sale is conditioned upon its execution by a person with legal authority to sell the assets owned by Jeffery Vandevander as of the date of his death, including the real property which is the subject of this Order.

Raymond M. Morriss, Mayor

Budget: 114.199AL.C_Ave 61000

CONTRACT OF SALE

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

1. Property Description. Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the following tracts or parcels of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining which are owned by Seller and are hereinafter referred to collectively as the "Property":

Lots 297, 298, 299 of Cumberland Improvement Company's Eastern Addition and Eastern Addition Annex to Cumberland, Maryland, Cumberland, MD 21502, Allegany County Land Records Book 1319, Page 122, Tax Account No. 22-016512.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Seven Thousand Five Hundred Dollars (\$7,500.00).

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

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

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

- A. Seller shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Seller shall be responsible for legally evicting any tenants who may have been leasing the Property.
- B. Seller shall be responsible for the termination of all utility services to the Property.
- C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, Buyer shall have the right to insist that Seller perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

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

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

8. **Possession.** Seller agrees to give Buyer possession and occupancy of the Property at the time of settlement. Seller will deliver the Property in substantially the same physical condition as of the date of his/her/their/its execution of this Contract but free of Seller's personal property and all junk, trash and debris. Any personal property, junk, trash or debris shall be deemed to be abandoned and Buyer may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.

9. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer. Notwithstanding the foregoing, Buyer shall abate the real estate taxes it is owed, it will assume responsibility for the payment of the real estate taxes due to Allegany County, and it will assume responsibility for the payment of the said City and County taxes after the settlement of the transaction which is the subject of this Contract is held.

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

Seller shall provide Buyer with a draft of the deed in advance of settlement for its review and approval if Seller elects not to have Buyer's legal counsel prepare the deed on his/her behalf.

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

12. **Settlement.** Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer.

13. **Notice of Disclosure or Disclaimer Statements; Lead-Based Paint.** Buyer is advised that under Maryland law (Real Property Article, Section 10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Contract as, under Section 10-702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Property will be demolished.

Similarly, 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 the Property is presently unoccupied and it is not intended to be occupied for residential purposes.

14. **Recordation & Transfer Taxes, Non-Resident Withholding Tax.**

14.1. **Recordation & Transfer Taxes.** All recordation taxes and fees and transfer taxes payable in connection with the sale of the Property shall be paid by Seller. Presently, the Court does not require that transfer taxes be paid on sales to government entity and that recordation tax be paid at the rate of \$1.75 per \$500.00 of the purchase price (one-half of the recordation tax for most transactions).

14.2. **Non-Resident Withholding Tax.** Non-resident withholding tax must be paid upon the recordation of deeds for sales of property from non-residents and non-resident entities to third parties. Seller must pay these taxes.

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

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

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

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

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

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

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

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

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

24. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies or counterparts of this Contract; provided, however, that signing by means of faxed documents is not permissible. Once the electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

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

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

Date

Jeffery Vandevander, by _____

Date

File Attachments for Item:

. Order 27,627 - authorizing the execution of an Employment Agreement by and between the Mayor and City Council of Cumberland and W. Shannon Adams for the position of Fire Chief to be effective January 7, 2025, for a 3 year term, with automatic one-year renewals thereafter contingent upon terms of the agreement

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

ORDER NO. 27,627

DATE: January 7, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Employment Agreement by and between the Mayor and City Council of Cumberland and W. Shannon Adams for the position of Fire Chief to be effective January 7, 2025, for a three (3) year term, with automatic one-year renewals thereafter contingent upon terms of the agreement.

Raymond M. Morriss, Mayor

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”), made this ____ day of January, 2025, by and between the **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **W. Shannon Adams** (“Adams”).

RECITALS:

WHEREAS, Section 37 of the Charter of the City (the “City Charter”) provides that the position of Chief of the Cumberland City Fire Department (the “Chief”) is a contractual rather than a civil service position;

WHEREAS, the City desires to employ Adams as the Chief;

WHEREAS, the City has determined that it is in the best interests and welfare of the City to employ Adams as the Chief; and

WHEREAS, Adams accepts such employment subject to the terms and conditions of this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

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

2. **Appointment.** The City hereby employs Adams for the position of Chief, and Adams hereby accepts the said employment, which said employment shall be subject to the terms and conditions of this Agreement. Said employment shall commence January 7, 2025 and continue through January 6, 2028, unless otherwise earlier terminated pursuant to the provisions of this Agreement. Upon the expiration of the initial term of this Agreement, it shall automatically renew from year-to-year for successive one (1) year renewal terms upon the same terms and conditions as set forth herein unless either party provides written notice to the other at least ninety (90) days prior to the expiration of the initial or any renewal term of their decision not to renew this Agreement.

3. **Duties of Adams.** Adams shall perform those duties set forth in §§ 42(c) & 65 of the City Charter, as amended from time to time, and further shall perform any and all such other duties as may be prescribed by the Mayor and City Council of the City or the City Administrator. Said duties shall include, but not be limited to:

- A. Conducting and managing the day-to-day operations of the City of Cumberland Fire Department (the “Fire Department”);
- B. Administering and enforcing the rules, regulations and special emergency directives regarding the disposition and discipline of the Fire Department, its officers, and personnel;
- C. Having, exercising, and discharging the functions, powers and duties of the Fire Department;
- D. Delegating such of his authority as he may deem necessary for the efficient operation of the Fire Department, the said delegated authority to be exercised under his direction and supervision;
- E. Prescribing the duties and assignments of all subordinates and other personnel;
- F. Attending the biweekly meetings of the City unless excused from attending by the City Administrator;
- G. Complying with the City Charter, the Cumberland City Code (the “City Code”), City ordinances, orders and resolutions, and the policies and directives of the City; and
- H. Discharging the functions and duties of his position honestly, faithfully and loyally, acting at all times in the best interest of the City.

In the discharge of his duties, Adams shall be governed by the City Charter, the City Code, the ordinances, resolutions and orders of the City, the rules and regulations for the governance of the Fire Department, and applicable state and federal law such as is now in effect or as may be enacted, amended or modified subsequent to the date of the execution of this Agreement. Furthermore, Adams shall render services pursuant to the terms of this Agreement in such executive, supervisory and general administrative capacities as the City or City Administrator shall from time to time determine. Adams shall devote his full-time employment and attention and his best efforts to the performance of his duties as set forth herein.

4. Duties of the City. The City shall, to the greatest extent possible and subject to applicable law, provide full cooperation, support and direction to Adams so as to assist him with respect to the implementation and continuation of his duties as Chief.

5. Salary. Adams shall receive a salary in the amount of One Hundred and Eight Thousand Three Hundred and Forty-Seven Dollars and Twenty Cents. (\$108,347.20) per annum, payable on regular paydays and in accordance with the payroll procedures of the City now in force

or as may be amended from time to time. Said salary shall increase annually by the cost-of-living adjustment, if any, the City generally provides to its non-union employees.

6. **Office Support.** The City shall provide an office, supplies, and equipment, as the same are necessary for the professional and effective performance of Adams's duties as Chief.

7. **Benefits.** Adams shall be entitled to the following benefits:

A. All holidays normally observed by the City.

B. Adams shall earn paid vacation up to a maximum of thirty (30) days per year. Vacation days shall be non-cumulative and shall not carry over from year to year. Adams shall not be permitted to participate in any vacation buyback plan which has been or may be available to other employees of the Fire Department. Upon the termination or expiration of this Agreement, Adams shall be entitled to compensation for any vacation leave he has accrued but not used if the termination or expiration is other than for "cause".

C. Adams shall be credited his current number of hours of sick leave as of the date of this Agreement. Paid sick leave shall accrue at the rate of one and one-fourth days per month and shall be cumulative without limit as to carry-over from year to year. Upon the termination or expiration of this Agreement for any reason, Adams shall receive the sick leave sell back available to non-union employees as provided for in the City of Cumberland Handbook for Full-Time and Non-Union Employees.

D. The City shall provide Adams with health insurance, including family coverage, as the same is provided to other managerial employees of the Fire Department.

E. The City shall contribute to the State of Maryland Retirement System for the benefit of Adams in such amount as is prescribed by State law.

F. In addition to the benefits enumerated above, Adams shall receive such other benefits available to, or which may be made available generally to, the City's non-union employees.

8. **Death & Disability.**

8.1. **Death.** If Adams dies prior to the expiration of the initial term or any renewal term of this Agreement, all obligations of the City to Adams will cease as of the date of Adams's death.

8.2. Workers' Compensation, FMLA, Disability. Adams shall be afforded workers' compensation, FMLA and disability benefits in accordance with City policies and procedures and applicable law.

9. Take-Home Vehicle. The City shall provide Adams with a take-home vehicle for his use pursuant to the City's Take-Home Vehicle Policy, as amended from time to time (the "Policy"). In the event a City-owned vehicle is not available, the City shall provide Adams with a vehicle allowance in accordance with the Policy and reimburse Adams for his business-related use of a privately-owned vehicle at the rate provided in and subject to the terms of the Policy.

10. Professional Associations, Memberships & Training. The City encourages participation in and agrees to appropriate and expend funds for Adams to maintain his membership in appropriate state and national fire protection organizations. The City shall make reasonable efforts to appropriate and expend funds for Adams to attend training and/or conferences as agreed upon in accordance with applicable City travel policies.

11. Termination. This Agreement may be terminated upon any of the following terms and conditions:

11.1. Termination Upon Mutual Consent. Upon mutual consent, upon such terms and conditions as agreed in writing by the parties hereto, this Agreement may be terminated. Such a termination shall not be considered to be a termination for cause.

11.2. Termination for Cause. In the event that the City wishes to terminate Adams's employment under the terms of this Agreement, such termination must be based upon "cause". "Cause" is defined as:

(i) a substantial breach by Adams of his obligations under the terms of this Agreement, the City Charter, as now in force or as may hereafter be amended, or the City Code, as now in force or as may be hereafter amended;

(ii) Adams's conviction of a felony;

(iii) Adams's conviction for any crime punishable as a felony or involving moral turpitude;

(iv) Adams's use of alcohol or a controlled substance which impairs his ability to effectively perform his duties and obligations under this Agreement;

(v) Adams's failure to satisfactorily perform his obligations under the terms of this Agreement; or

(vi) any action by Adams which is likely, in the City's opinion, to damage the City's public image and any such action has not been remediated or corrected, provided it is capable of being remediated or corrected, to the reasonable satisfaction of the City within ten (10) days of written notice thereof to Adams.

Upon termination for "cause", Adams shall be entitled to receive his salary and benefits to the date of said termination but no longer. He shall not be compensated for any accrued but unused vacation or sick leave.

11.3. Abolishment of Chief Position. The City may terminate Adams's employment under the terms of this Agreement if the position of Chief is abolished. If this occurs, either upon the action of the Mayor and City Council, by initiative or for any other reason, then the City shall forthwith notify Adams in writing and, effective the date of the abolishment of the Chief position, pay him a lump sum in an amount equal to three (3) months pay together with accumulated but unused vacation pay.

In the event the position of Chief is abolished during the initial term or any renewal term of this Agreement and Adams is otherwise eligible to continue as a member of the City's group health insurance plan, the City shall continue Adams's health insurance coverage with all premiums therefor being paid by the City for a period equal to the lesser of the period between the date of the abolishment of the Chief position and the date three (3) months subsequent thereto, or the period from the date of the job abolishment to the date when Adams obtains or is eligible to obtain, at no cost to him, health insurance coverage substantially equivalent to that provided by the City.

In the event the position of Chief is abolished during the initial term or any renewal term of this Agreement and Adams is not eligible to continue as a member in the City's group health insurance plan, then the City shall pay Adams an amount equal to the monthly premium paid by the City chargeable to Adams's participation in the plan. The said payment shall continue for the same duration set forth in the preceding paragraph.

11.4. Resignation/Retirement. In the event Adams resigns from his employment with the City prior to the expiration of the then-current term, whether for the purpose of retiring or otherwise, he shall be entitled only to that compensation earned through his last day of employment, including accumulated but unused vacation pay. Adams shall provide the City with no less than ninety (90) days' advance written notice of his resignation. Failure to do so will result in forfeiture of his entitlement to use or be paid for any unused vacation pay.

12. Outside Employment Prohibited. It is understood and agreed that Adams shall regularly be required to work more than forty (40) hours in a workweek in the performance of his duties as Chief. In furtherance of the fulfillment of the said duties, during the initial term and any renewal terms of this Agreement, Adams shall be prohibited from accepting any work other than

his employment as Chief, whether as an employee or on an independent contractual basis, on a temporary or permanent basis, on a part-time or full-time basis, or otherwise, except as may be permitted by the City, subject to the limitation that said outside employment shall not interfere with Adams's fulfillment of his obligations under the terms of this Agreement.

The City recognizes that Adams is currently an instructor of Fire Fighting and EMS/Paramedic Training. Notwithstanding anything in this Agreement to the contrary, he may continue in this capacity during his tenure as Chief.

13. Compensatory Time. In recognition of the fact that Adams will devote a great deal of time to the performance of his duties as Chief outside of normal office hours, he shall be allowed to take compensatory time off as he shall deem appropriate during those normal office hours.

14. Professional Liability. The City shall defend, hold harmless and indemnify Adams for any and all claims brought against Adams arising out of his actions within the scope of the employment relationship with the City, subject to the exceptions and limitations set forth in the Local Government Tort Claims Act (Md. Cts. & Jud Proc. Code Ann. §§ 5-301, *et seq.*, as may be amended from time to time) and applicable law.

15. Use & Return of City Property. Adams recognizes and agrees that personal property is provided to him by the City in connection with his employment as Chief, which personal property shall be and remain the property of the City. Further, Adams will preserve, use and hold the City's property for the benefit of the City only for the purpose of carrying out the City's business. When Adams's employment under this Agreement terminates, Adams will immediately deliver to the City all City property that Adams has in his possession or control.

16. Relationship of Parties. The relationship between the parties hereto is that of employer and employee. Adams shall have no authority to enter into any contracts binding upon the City, except as shall be specifically authorized in writing by the City.

17. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement or as a result of a breach of its terms, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action as well as court costs and reasonable litigation expenses.

18. Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless it is in writing and signed by both of the parties hereto.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and

supersedes all negotiations between the parties with respect to all or any part of the subject matter of this Agreement.

20. **Waiver.** Failure of either party at any time to require performance of any of the provisions of this Agreement shall not limit either party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.

21. **Severability.** Each section of this Agreement shall be severable, and should any section hereof be deemed to be unconstitutional, illegal or void, said determination shall not affect the validity or enforceability of any other section. Should any such clause be declared to be unconstitutional, illegal or void, the parties shall attempt to renegotiate said term so as to effect the intent of the parties with respect to the terms of this Agreement under terms which are constitutional, legal and enforceable.

22. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, administrators, executors, successors, assigns, and transferees in interest.

23. **Assignability.** This Agreement may not be assigned without the written consent of the parties hereto.

24. **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.

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

26. **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.

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

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

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

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

WITNESS/ATTEST:

_____(SEAL)
W. Shannon Adams

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Allison Layton, City Clerk

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

File Attachments for Item:

. Order 27,628 - accepting the proposal from responsive bidder Metro Recreation, Inc. for the 2024 Gene Mason Complex Poured-in-Place Safety Surfacing (City Project 2024-19-RECR) in the amount not to exceed \$136,331, and rejecting all other proposals received for this project

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

ORDER NO. 27,628

DATE: January 7, 2025

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

THAT, the proposal from responsive bidder Metro Recreation, Inc., 4907 Camden Place North, Jefferson, MD 21755, for the 2024 Gene Mason Complex Poured-in-Place Safety Surfacing (City Project 2024-19-RECR) be and is hereby accepted in the amount not to exceed One Hundred Thirty Six Thousand Three Hundred Thirty One Dollars and No Cents (\$136,331.00); and

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

Raymond M. Morriss, Mayor

Company	Bid Amount
Metro Recreation, Inc.	\$136,331.00
Cunningham Recreation	\$178,971.00
Playground Specialists Inc.	\$196,213.50

Budget: 115.075A.63000

Council Agenda Summary

Meeting Date: 1/7/2025

Key Staff Contact: Ryan Mackey

Item Title:

Award 2024 Gene Mason Complex Poured-In-Place Safety Surfacing, City Project # 2024-21-RECR

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

Award 2024 Gene Mason Complex Poured-In-Place Safety Surfacing Contract to responsive bidder, Metro Recreation Inc., in the lump sum cost of \$136,331.00.

This project includes the installation rubberized safety surfacing as well as an established border at the playground situated in the Gene Mason Sports Complex. The existing playground equipment is to remain and the safety surfacing to be installed around it.

This project was advertised for bid on 11/15/24. Bids closed on 12/6/24, with three qualified bids being received from Cunningham Recreation, Metro Recreation Inc, and Playground Specialists, Inc. The acceptable bids ranged from \$136,331.00 to \$196,213.50.

The project is budgeted for this fiscal year, and utilizes City Funds & Program Open Space (POS). POS Grant will cover \$123,937.27 and City cost of \$12,393.73.

Amount of Award: \$136,331.00

Budget number: 115.075A.63000

Grant, bond, etc. reference: City Funds & Program Open Space

CITY OF CUMBERLAND MARYLAND

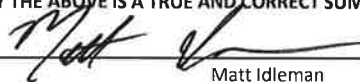
PROJECT INFORMATION	
Project Title:	2024 Gene Mason Complex Poured-In-Place Safety Surfacing
City Project:	2024-21-RECR
Contract Length:	90 Calendar Days
BID OPENING	
Date & Time:	12/6/2024 2:00 PM EST
Location:	Virtual - Beacon Bid Solicitation Website

CERTIFIED BID TABULATION		
BIDDER	BIDDER	BIDDER
Cunningham Recreation	Metro Recreation Inc	Playground Specialists Inc.
150 PlayCore Drive SE Fort Payne, AL 35967	4907 Camden Place North Jefferson, MD 21755	29 Apples Church Rd Thurmont, MD 21788

				Cunningham Recreation		Metro Recreation Inc		Playground Specialists Inc.	
BID ITEMS									
ITEM NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Poured In Place Safety Surface	SF	6050	\$ 27.18	\$ 164,439.00	\$ 20.22	\$ 122,331.00	\$ 31.08	\$ 188,034.00
2	Playground Border	LF	350	\$ 41.52	\$ 14,532.00	\$ 40.00	\$ 14,000.00	\$ 23.37	\$ 8,179.50

Cunningham Recreation		Metro Recreation Inc		Playground Specialists Inc.	
Bid	✓	Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓
LPC	N/A	LPC	N/A	LPC	N/A
ARVF	✓	ARVF	✓	ARVF	✓
TOTAL BID:		\$ 178,971.00	\$ 136,331.00	\$ 196,213.50	

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:



Matt Idleman

Deputy Director of Engineering

File Attachments for Item:

. Order 27, 629 - authorizing the execution of a Second Amendment to the Operations and Maintenance Agreement with New England Fertilizer Company (NEFCO), relative to the Heat Drying Facility Operations and Maintenance Agreement, which was originally entered into on May 26, 2009, modifying Section 4.01 to reduce the notice of renewal period from 9 months prior to the end of the contract to 120 calendar days

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

ORDER NO. 27,629

DATE: January 07, 2025

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

THAT, the Mayor be and is hereby authorized to execute a Second Amendment to the Operations and Maintenance Agreement by and between the Mayor and City Council of Cumberland and New England Fertilizer Company (NEFCO), relative to the Heat Drying Facility Operations and Maintenance Agreement, which was originally entered into on May 26, 2009, modifying Section 4.01 to reduce the notice of renewal period from 9 months prior to the end of the contract to 120 calendar days.

Mayor Raymond M. Morriss

Council Agenda Summary

Meeting Date: 1/7/2025

Key Staff Contact: Robert Smith, P.E.

Item Title:

Second Amendment to Operations and Maintenance Agreement at WRF Heat Drying Facility

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

An order for the Mayor and City Council to accept the second amendment to the Operations and Maintenance Agreement with the New England Fertilizer Company which was originally entered into on May 26, 2009. The amendment modifies Section 4.01 to reduce the notice of renewal period from 9 months prior to the end of the contract to 120 calendar days. All other aspects of the existing contract remain in effect. The reduced notice of renewal period will provide the City with additional time to investigate options for disposal of plant biosolids.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

SECOND AMENDMENT TO
OPERATIONS AND MAINTENANCE AGREEMENT

This Second Amendment to Operations and Maintenance Agreement (the “Second Amendment”) made this 26th day of November, 2024 by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (hereinafter called the "Owner"), with offices at 57 North Liberty Street, Cumberland, Maryland 21501 -1702, and **NEW ENGLAND FERTILIZER COMPANY** (hereinafter called "Operator"), with offices at 435 Williams Court, Suite 100, Baltimore, MD 21220.

WITNESSETH

Reference is made to that certain Heat Drying Facility Operations and Maintenance Agreement made and entered into on May 26, 2009, by and between Owner and Operator and amended on March 29, 2011 (as amended, the “Agreement”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement.

WHEREAS, Owner is the owner of a biosolids heat drying and disposal facility (the “HDF”) located at 400 East Offutt Street in the City of Cumberland, Maryland; and

WHEREAS, pursuant to the Agreement the Owner has contracted with Operator to operate and maintain the HDF for the term of the Agreement and in accordance with certain performance criterion set forth in the Agreement; and

WHEREAS, the Agreement is nearing expiration and the Owner and Operator agree to amend the provisions related to renewal.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Operator hereby agree as follows:

1. Section 4.01 Term is hereby deleted and replaced with the following:

This Agreement shall continue in effect until fifteen (15) years from the Acceptance Date of August 26, 2010. Upon mutual agreement of the Owner and the Operator, this Agreement may be extended by two (2) additional five (5) year terms with the same terms and conditions of this Agreement, including Service Fees as determined in accordance with this Agreement. The Owner shall notify the Operator at least one hundred twenty (120) days prior to the expiration date of this Agreement of its desire to renew.

2. In all other respects, the Agreement is hereby confirmed and ratified by the parties and shall remain in full force and effect.
3. This Second Amendment may be executed in counterparts, all of which executed counterparts shall be considered the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the Owner and Operator have executed this Second Amendment as of the date first written above.

Attest:

OWNER:

By:_____

By:_____

OPERATOR:

By:_____

Name:

Title:

File Attachments for Item:

. Order 27,630 - declaring vehicles and equipment to be surplus for sale, trade-in or scrap

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

ORDER NO. 27,630

DATE: January 7, 2025

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment that has been determined to be of no further value to the City; and

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

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

Item No.	Department	Item Description	Model/Serial No.
382 E	Water Dis.	2005 EDGAR BEAVER FLATBED TRAILER 25GLB/L	112LBX3755L069851
201	Street	FORD ESCAPE XLT	1FMCU9D76BKC61519
510	P&R	2018 GRAVELY PRO TURN 260 KAW	MOD #992269 - SER #075087

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: January 7, 2025

Key Staff Contact: Brian Broadwater

Item Title:

Surplus of Vehicles and Equipment

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

Recommendation to declare the following vehicles and/or equipment as surplus property and authorized for sale, trade in or scrap:

382 E	Water Dis.	2005 EDGAR BEAVER FLATBED TRAILER 25GLB/L	112LBX3755L069851
201	Street	FORD ESCAPE XLT	1FMCU9D76BKC61519
510	P&R	2018 GRAVELY PRO TURN 260 KAW	MOD #992269 - SER #075087
502	P&R	2010 GMC SIERRA 1500 PICKUP	1GTPCTEA6AZ152807

Amount of Award: NA

Budget number: NA

Grant, bond, etc. reference: NA

File Attachments for Item:

. Order 27,631 - authorizing the Mayor to sign a second Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally entered into on May 2, 2024 under Order No. 27,584, extending the tolling agreement and its terms through March 17, 2025 unless both parties agree to a different date, and requires both parties to provide status reports every 30 calendar days

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

ORDER NO. 27,631

DATE: January 7, 2025

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

THAT, the Mayor be and hereby is authorized to sign a second Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally entered into on May 2, 2024 under Order No. 27,584, extending the tolling agreement and its terms through March 17, 2025 unless both parties agree to a different date, and requires both parties to provide status reports every thirty (30) calendar days.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 1/7/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Second Amended and Restated Tolling Agreement with CSX Transportation, Inc.

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

An order for Mayor and City Council to amend the tolling agreement which they entered into on 5/2/2024, under M&CC Order 27,584, in regards to the repair of City-owned sewer mains until the CSX Yard. The amended agreement will extend the tolling agreement and its terms through March 17, 2025, unless both parties agree to a different date. The agreement has been supplemented to require both parties to provide status reports every 30 calendar days.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

SECOND AMENDED AND RESTATED TOLLING AGREEMENT

This Second Amended and Restated Tolling Agreement (the “Second Amended Agreement”) is entered into by and between Mayor and City Council of Cumberland (the “City”) and CSX Transportation, Inc. (“CSX”) (collectively the “Parties”), and is effective as of the 2d day of May, 2024 (the “Effective Date”).

RECITALS

WHEREAS, the City seeks access to the CSX Yard in Cumberland, Maryland for the purpose of repairing, replacing, and/or relocating the City’s sewer lines and associated manholes located on and beneath the CSX Yard, including locating and assessing the condition of manholes and sewer lines (collectively, the “Sewer Repair Work”).

WHEREAS, the City asserts that it has rights pursuant to easement, contract, City ordinance, and law to enter the CSX Yard to perform the Sewer Repair Work.

WHEREAS, CSX has previously denied the City access to the CSX Yard to perform the Sewer Repair Work due to concerns that the Sewer Repair Work would unreasonably interfere with CSX’s rail operations.

WHEREAS, the Parties wish to cooperate to develop a plan for the City to perform the Sewer Repair Work without unreasonably interfering with CSX’s rail operations.

WHEREAS, the Parties wish to preserve any and all claims or defenses that they may have against each other related to the Tolerated Claims, as defined in Paragraph 1 below, in light of the possibility that certain claims and defenses could be affected by statutes of limitation.

WHEREAS, the Parties have agreed to extend the period of time in which claims are tolled to allow the parties to continue to cooperate regarding the Sewer Repair Work on the terms set forth below.

NOW THEREFORE, in light of the foregoing Recitals and in consideration of the mutual promises contained herein, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. As of the Effective Date of this Second Amended Agreement, the Parties, and each of them, agree to toll the running of any statutes of limitation and any other statute, law, rule or principle of equity with similar effect (collectively “Statutes of Limitation”) with respect to any and all rights, claims, causes of action, counter-claims, third-party claims, cross-claims or defenses that could or might be asserted by the Parties against each other that are based on, or arise out of, the City’s claim of right to access and use the CSX Yard in order to perform the Sewer Repair Work (collectively the “Tolerated Claims”). The Statutes of Limitation of all Tolerated Claims shall be tolled commencing upon the Effective Date of this Second Amended Agreement and shall continue to be tolled until such time as this Second Amended Agreement is terminated pursuant to

Paragraph 4 of this Second Amended Agreement (the “Tolling Period”). The Parties, and each of them, agree that the Tolling Period shall be excluded from all computations of any limitations period applicable to the Tolloed Claims under any Statutes of Limitation. The Parties, and each of them, agree that they shall waive and shall not plead, assert, or otherwise raise any Statutes of Limitation applicable to the Tolloed Claims, to the extent such limitations period or other time related defense is tolled by this Second Amended Agreement, as a bar to or other limitation on any Tolloed Claim.

2. Each Party agrees that it will not file any administrative or judicial action or claim against the other Party related to any of the Tolloed Claims during the Tolling Period.

3. The Parties hereby agree to do the following during the Tolling Period:

- a. CSX shall, at its sole cost and expense, hire a qualified contractor (the “Contractor”) to perform the following tasks (the “Tasks”):
 - i. Locate those manholes on the CSX Yard whose location is not currently known, including Manholes 3, 4, and 5A;
 - ii. Perform a CCTV inspection of as much of the sewer lines as possible, based on line conditions, to allow at least limited inspection of the condition of the lines without interruptions to CSX operations;
 - iii. Plan said CCTV inspection and related activities in good-faith coordination with the City, including coordination to ensure that the flow through the sewer lines is low enough to allow the Contractor to perform the inspection and related activities effectively; and
 - iv. Provide the City the full and unredacted data, analysis, findings, and any other work product resulting from said CCTV inspection and related activities promptly after completing such inspection and activities.
- b. CSX shall provide the City the name of the Contractor that CSX intends to hire and details regarding the technology that the Contractor intends to use to perform the Tasks.
- c. Based on the information from the Tasks, CSX and the City shall discuss in good faith how to complete any necessary repairs to the manholes and/or sewer lines on and under the CSX Yard and every thirty (30) days shall provide each other a status report regarding the inspection work described above.

4. Either Party may terminate this Second Amended Agreement, without cause and in its sole discretion, upon written notice to the other Party, to be delivered to the address and in the manner set forth in Paragraph 7. The Amended Agreement shall remain in effect for fourteen (14) days after the date the notice is received by counsel for the recipient Party in accordance with

Paragraph 7 or through March 17, 2025, whichever date occurs first, unless the Parties agree to a different date pursuant to Paragraph 9 of this Second Amended Agreement (the “Termination Date”).

5. Except as expressly stated herein: (a) this Second Amended Agreement does not limit in any way the nature or scope of any defense, claim, or counterclaim related to the Tolerated Claims, and (b) the Parties hereby reserve all rights, claims, remedies, and defenses of any kind related to the Tolerated Claims.

6. This Second Amended Agreement does not constitute an admission or acknowledgement of any fact, conclusion of law, or liability by any Party for any purpose, nor an admission or acknowledgement on the part of any Party as to any applicable statute of limitations which the Parties may assert in any claim or cause of action related to the Tolerated Claims.

7. Notices issued concerning this Second Amended Agreement shall be issued to the following parties unless changed by written notice to the other parties:

For the City (by e-mail):

Eric Pilsk
Kaplan Kirsch LLP
1634 I (Eye) Street, Suite 300
Washington, DC 20006
epilsk@kaplankirsch.com

With a copy to (by U.S. mail):

Michael Cohen
City Solicitor
City of Cumberland
213 Washington Street
Cumberland, MD 21502
mike@msclawllc.com

For CSX:

Sean M. Craig
Assistant General Counsel, Law Department
CSX Transportation
500 Water Street, J150
Jacksonville, Florida 32202
Sean_Craig@CSX.com

8. This Second Amended Agreement is not intended to affect any claims by or against third parties. This Second Amended Agreement will not preclude any Party from asserting any claims and/or defenses it may have against any other Party wholly unrelated to the Tolerated Claims and/or the execution of this Second Amended Agreement.

9. No amendment to this Second Amended Agreement is valid unless it is in writing, signed by both Parties or their duly authorized representatives, and expressly states an intent to amend this Second Amended Agreement. Any purported amendment that does not conform to the requirements of this paragraph shall be null and void.

10. Pursuant to Paragraph 8 of that Tolling Agreement entered into between the Parties effective May 2, 2024 (the "Original Tolling Agreement"), the Parties expressly state that, by signing this Second Amended Agreement, they intend to amend and restate the Original Tolling Agreement and the Amended Agreement, and the Parties further agree that this Second Amended Agreement does amend and restate the Original Tolling Agreement and the Amended Agreement.

11. This Second Amended Agreement constitutes the entire agreement between the Parties with respect to the subject matter it describes, and supersedes all other agreements that may exist, written or oral.

12. This Second Amended Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute together one and the same instrument. A facsimiled, imaged, scanned, photocopied or emailed copy of an original signature shall constitute an original signature.

13. This Second Amended Agreement shall be construed in accordance with, and be governed by, the laws of the State of Maryland.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amended Agreement to be executed by their duly authorized representatives as of the date above.

Mayor and City Council of Cumberland

CSX Transportation, Inc.

By: _____
Raymond M. Morriss, Mayor

By: Sean M. Craig
Sean M. Craig
Assistant General Counsel

File Attachments for Item:

. Order 27,632 - authorizing the execution of a contract of sale to acquire 420 Andrews Street in Cumberland, MD (Tax ID 22-013343) from Daniel L. Stottlemeyer and Dorothy Joe Stottlemeyer for the purchase price not to exceed \$40,000 as part of the Central Avenue Initiative

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

ORDER NO. 27,632

DATE: January 7, 2025

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

THAT, the execution of a contract of sale by and between the Mayor and City Council of Cumberland and Daniel L. Stottlemeyer and Dorothy Joe Stottlemeyer authorizing the purchase of the property at 420 Andrews Street in Cumberland, MD (Tax ID 22-013343) as part of the Central Avenue Initiative for the price not to exceed Forty Thousand Dollars and No Cents (\$40,000.00) be and is hereby approved.

Raymond M. Morriss, Mayor

Budget: 114.199AL.C_Ave 61000

Council Agenda Summary

Meeting Date: January 7, 2025

Key Staff Contact: Ken Tressler or Kevin Thacker

Item Title:

Acquisition Tax ID 22-013343, 420 Andrews St (Central Ave Initiative)

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

An Order for the purchase of the property tax ID 22-013343 as a part of the Central Avenue project initiative for \$40,000. The property owner is Daniel Stottlemeyer and he offered to sell the property for \$40,000. Allegany County is partnering with the City of Cumberland on this initiative and they agree with City staff that this a reasonable offer and we should accept.

Budget number: 114.199AL.C_Ave 61000

Grant, bond, etc. reference: Central Avenue City/County Initiative

CONTRACT OF SALE

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

1. Property Description. Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, all of the following tracts or parcels of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining which are owned by Sellers and are hereinafter referred to collectively as the "Property":

420 Andrews Street, Cumberland, MD 21502, Allegany County Land
Records Deed Liber 685, folio 236 Tax Account No. 22-013343.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Forty Thousand Dollars (\$40,000.00).

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

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

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

- A. Sellers shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Sellers shall be responsible for legally evicting any tenants who may have been leasing the Property.
- B. Sellers shall be responsible for the termination of all utility services to the Property.
- C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, Buyer shall have the right to insist that Sellers perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

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

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

8. **Possession.** Sellers agree to give Buyer possession and occupancy of the Property at the time of settlement. Sellers will deliver the Property in substantially the same physical condition as of the date of his/her/their/its execution of this Contract but free of Sellers' personal property and all junk, trash and debris. Any personal property, junk, trash or debris shall be deemed to be abandoned and Buyer may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.

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

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

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

12. **Settlement.** Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer.

13. **Notice of Disclosure or Disclaimer Statements; Lead-Based Paint.** Buyer is advised that under Maryland law (Real Property Article, Section 10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Contract as, under Section 10-

702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Property will be demolished.

Similarly, 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 the Property is presently unoccupied and it is not intended to be occupied for residential purposes.

14. Recordation & Transfer Taxes, Non-Resident Withholding Tax.

14.1. Recordation & Transfer Taxes. All recordation taxes and fees and transfer taxes payable in connection with the sale of the Property shall be paid by Sellers. Presently, the Court does not require that transfer taxes be paid on sales to government entities and that recordation tax be paid at the rate of \$1.75 per \$500.00 of the purchase price (one-half of the recordation tax for most transactions).

14.2. Non-Resident Withholding Tax. Non-resident withholding tax must be paid upon the recordation of deeds for sales of property from non-residents and non-resident entities to third parties. Sellers must pay these taxes.

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

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

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

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

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

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

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

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

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

24. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies or counterparts of this Contract; provided, however, that signing by means of faxed documents is not permissible. Once the electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS:

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