



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: June 02, 2026

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

1. Recognition of the retirements of Jeffrey DeHaven and Jeffery Wagoner

Proclamations

- [1.](#) Proclaiming June as Migraine and Headache Awareness Month

Director's Reports

(A) Fire

- [1.](#) Fire Department Monthly Report for April 2026

Approval of Minutes

- [1.](#) Approving the Closed Session Minutes of May 13, 2026, Open Work Session Minutes and Regular Session Minutes of May 19, 2026

Public Hearings

- [1.](#) A Public Hearing to receive comment on the proposed Zoning Text Amendment (ZTA 26-01) recommended by the Municipal Planning and Zoning Commission to allow Auto Service Stations/Convenience Stores to be a conditional use permitted in B-L (Business Local) Zones

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 4052 (*2nd & 3rd readings*) - providing for the City Tax Levy for FY27
- [2.](#) Ordinance 4053 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 General Fund
- [3.](#) Ordinance 4054 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 Sewer Fund
- [4.](#) Ordinance 4055 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 Special Purpose Funds
- [5.](#) Ordinance 4056 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 Water Fund
- [6.](#) Ordinance 4057 (*2nd & 3rd readings*) - providing for an increase in water rates effective July 1, 2026
- [7.](#) Ordinance 4058 (*2nd & 3rd readings*) - providing for an increase in sewer rates effective July 1, 2026

New Business

(A) Resolutions

- [1.](#) Resolution R2026-07 (*1 reading only*) - a resolution granting the Chamber of Commerce Inc. W MD a property tax credit for the 2026-2027 tax year, as provided for by Section 9-302(d) of the Tax Property Article of the Annotated Code of Maryland
- [2.](#) Resolution R2026-08 (*1 reading only*) - a resolution authorizing the transmittal of two Legislative Action Requests to the Maryland Municipal League regarding the initiation or support of legislation for a) consistent statewide rules for the operation of electric bicycles and electric scooters, and b) for Local Governments providing non-insurance based benefits to be exempted from the FAMLI program

(B) Orders (Consent Agenda)

- [1.](#) Order 28,025 - approving the contract extension with Michaels Janitorial, Inc. to provide custodial services for City offices and buildings for the term of July 1, 2026 – June 30, 2027
- [2.](#) Order 28,026 -accepting the bid from Ameri-Seal LLC to perform milling of City streets in support of the Street Department's Summer paving operations in the amount not to exceed \$33,292.15
- [3.](#) Order 28,027 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$80,000 for the remainder of FY26

- [4.](#) Order 28,028 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$80,000 for the remainder of FY26
- [5.](#) Order 28,029 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Ferguson Waterworks in the amount not to exceed \$80,000 for the remainder of FY26
- [6.](#) Order 28,030 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$80,000 for the remainder of FY26
- [7.](#) Order 28,031 - authorizing the Chief of Police to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland
- [8.](#) Order 28,032 - rescinding Order No. 27,791, originally approved on August 6, 2025, due to the rising cost of unleaded gasoline and diesel fuel and accepting the Allegany County Commissioners' fuel contract of Inventory Unleaded Gasoline and Diesel Fuel from Oakland Oil and Propane (dba Stuck Enterprises) in the not to exceed amount of \$340,000, in accordance with City Code Section 2-171(c) relative to piggyback contracts
- [9.](#) Order 28,033 - authorizing the execution of a Memorandum of Understanding by and between the MD Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland for the administration of the federally funded Section 8 Housing Choice Voucher Program in the City of Cumberland for the term retroactive to July 1, 2026 and through June 30, 2029
- [10.](#) Order 28,034 - rescinding Order No. 28,011 originally approved on May 5, 2026, due to a change in vendor name and accepting the proposal from Don Parker Sales for the purchase of (3) Three New Garage Lifts in the not to exceed \$59,969 utilizing pricing through COSTARS Cooperative in accordance with City Code Section 2-171(c) regarding purchasing cooperatives
- [11.](#) Order 28,035 - authorizing the execution of an Outdoor Dining Lease Agreement with the Phat Boy Ramen, LLC (DBA Mad Hatter Boba Emporium) and JZ's Pub, LLC for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective May 1, 2026 through October 31, 2026
- [12.](#) Order 28,036 - accepting the contract with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one year term beginning July 1, 2026 in the amount not to exceed \$50,658.60
- [13.](#) Order 28,037 - authorizing the execution of a contract of sale with the Union Rescue Mission of Western Maryland, Inc. for the purchase of the parcels of real property at 26-28-30 Front Street (Tax ID 22-001264), 8-10-12-14 Queen City Pavement (Tax ID 22-007122), 16-18 Queen City Pavement (Tax ID 22-014463) and 20-22-24 Queen City Pavement (Tax Account No. 22-012134) for the amount not to exceed \$50,000

- [14.](#) Order 28,038 - authorizing the abatement of certain non-collectable personal property taxes for tax years 2014-2024 totaling \$93,224.77
- [15.](#) Order 28,039 - approving the Sole Source purchase from Amazon Web Services, Inc. to provide server hosting and support services for FY27 in the not to exceed amount of \$48,000
- [16.](#) Order 28,040 - accepting the bid from Carl Belt, Inc., for the Wills Creek Pump Station Upgrades Contract (City Project 2026-02-WTR) for the replacement of 2 existing water service pumps and motors at the Wills Creek Water Pump Station in an amount not to exceed \$299,200
- [17.](#) Order 28,041 - accepting the bid from Whiteman, Requardt and Associates LLP for Grit Removal at the Water Reclamation Facility (WRF) (City Project 2026-09-WRF) to include the development of construction alternatives to replace or rehabilitate the grit removal system at the WRF in an amount not to exceed \$32,254 and rejecting all other bids
- [18.](#) Order 28,042 - accepting the proposal from Polydyne Inc. for the purchase of Polymer for the Water Reclamation Facility's heat drying facility upon takeover on July 1, 2026 in an amount not to exceed \$50,000
- [19.](#) Order 28,043 - authorizing the City Administrator to execute Change Order No. 1 with Wycliffe Technologies to provide an active network connection within the middle building at the Gene Mason Recreation Facility in the amount not to exceed \$931, bringing the total project cost not to exceed \$102,401
- [20.](#) Order 28,044 - accepting the renewal proposal from Tyler Technologies, Inc., to provide maintenance and support services regarding the Logos.NET Finance/HR system/Time and Attendance, for one additional year through June 30, 2027 in an amount not to exceed \$95,853.73
- [21.](#) Order 28,045 - authorizing an amendment to Order No. 27,871, originally approved October 21, 2025 for the purchase of 4,500 feet of Eight inch C900 Pipe from L/B Water Service for the Shades Lane Water Line Replacement Project, increasing the not to exceed amount from \$100,000 to the new not to exceed amount of \$108,000
- [22.](#) Order 28,046 - accepting the report of the City Administrator advising that, with regard to the proposed public right of way closure at the Strathmore Boulevard Alley, he observed no damages caused to the adjacent property owners as a result of the closure, and any added value would be formally determined by the Maryland Department of Assessments and Taxation
- [23.](#) Order 28,047 - authorizing the execution of a BMX Facility Long-Term User Agreement for the use of the BMX Bike Track and appurtenances in the Mason Sports Complex through June 30, 2027

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Proclaiming June as Migraine and Headache Awareness Month



City of Cumberland
~ MARYLAND ~

Proclamation

WHEREAS, *headache diseases are among the leading causes of disability globally, affecting 4 Million Americans and over 1.1 billion worldwide; and*

WHEREAS, *Veterans and military personnel experience high rates of post traumatic headache and migraine due to brain injuries suffered in service; and*

WHEREAS, *the stigma and misinformation have stifled research, treatment innovation and public awareness; and*

WHEREAS, *the symptoms of headache disorders place a severe economic burden, with a cost of over \$78 billion annually in lost productivity and healthcare expenses; and*

WHEREAS, *all individuals with headache disorders deserve timely and affordable access to effective treatments to improve their quality of life; and*

*Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim June 2026 as*

“Migraine and Headache Awareness Month”

Given under our Hands and Seals this 2nd day of June, in the Year 2026,
with the Corporate Seal of the City of Cumberland hereto attached,
duly Attested by the City Clerk.

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

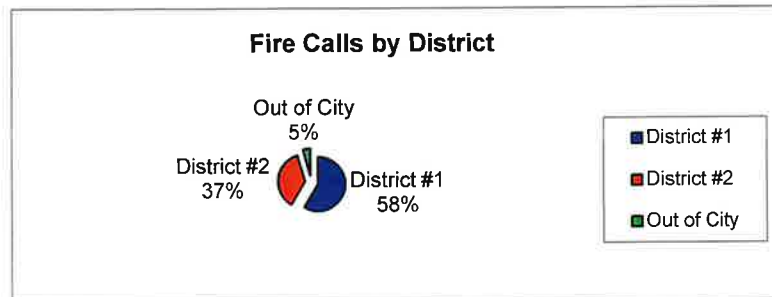
. Fire Department Monthly Report for April 2026

Report of the Interim Fire Chief for April 2026
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 152 Calls in April 2026

Responses by District:

District #1	89
District #2	56
Out of City	7
	152



Additional Alarms: 1

Number of Alarms: 153

Calls Answered Below:

Property Use:

Public Assembly	9
Educational	1
Health Care	19
Residential	74
Government	0
Industrial/Commercial	13
Utility	0
Storage	2
Outside	34
	152

Type of Situation:

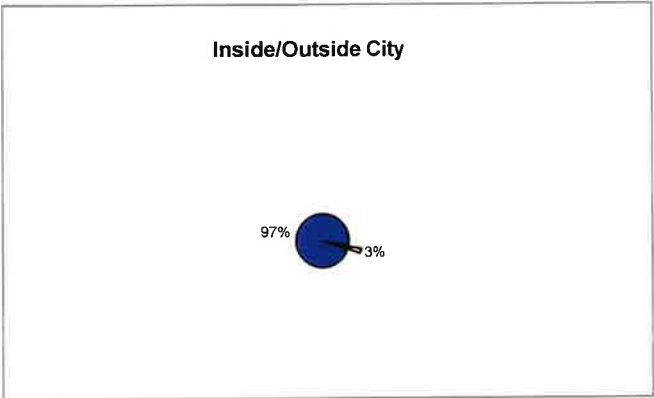
Fire or Explosion	14
Rescue Calls	17
Medical Calls	79
Hazardous Conditions	7
Public Service Calls	9
Good Intent Calls	26
	152

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in April 2026:	\$2,525.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$17,785.00
Total Fire Service Fees for Fire Calls Paid in April 2026:	\$96.41
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$6,325.00
All Fire Service Fees Paid in Fiscal Year 2026:	\$10,485.00

Total Fire Service Fees for Inspections and Permits Billed in April 2026:	\$450.00
Total Fire Service Fees for Inspections and Permits Paid in April 2026:	\$950.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$3,875.00

Cumberland Fire Department Responded to 477 Calls in April 2026

In City Calls	464
Out of City Calls	<u>13</u>
Total	477



Total Ambulance Fees Billed by Medical Claim-Aid in April 2026:	\$161,583.57
Ambulance Fees Billed in FY2025:	\$2,110,926.67
Ambulance Fees Billed FY2026 to Date:	\$1,712,037.64

Ambulance Fees Paid

Ambulance Fees Paid in April 2026:	\$126,705.57
Ambulance Fees Paid in FY 2026:	\$983,959.69
(Includes all ambulance fees current and previous fiscal years)	

Cumberland Fire Department Responded to 2 Medic Assists in April 2026

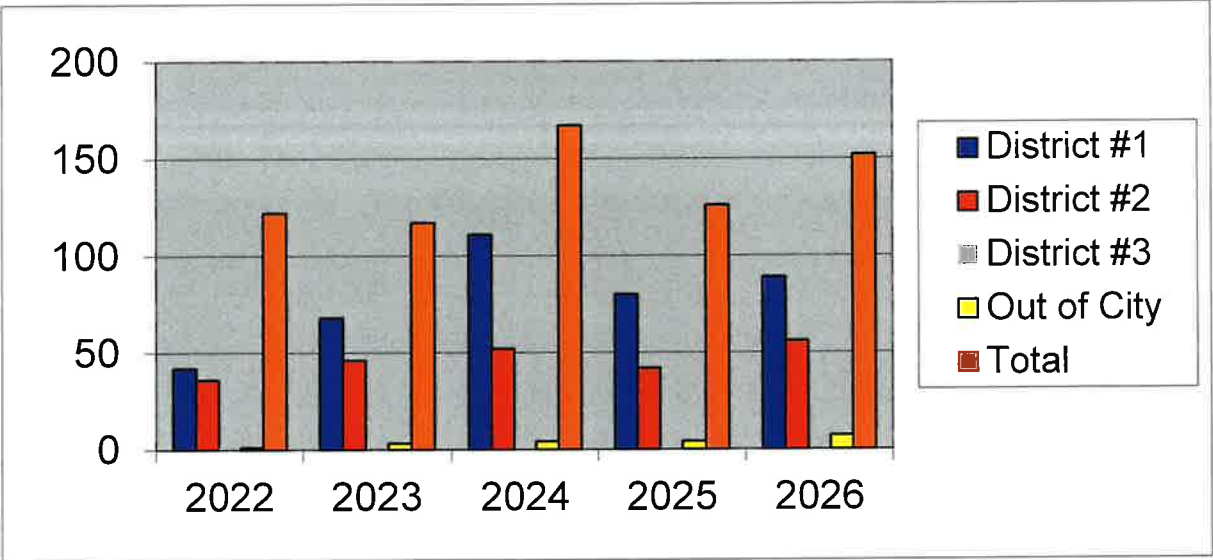
1 Medic Assist Calls in Allegany County	
1 Medic Assist Calls outside of Allegany County	
<u>2</u>	
Allegany Co DES	<u>1</u>
	1
Wiley Ford, WV VFD	<u>1</u>
	1

Cumberland Fire Department Responded to 11 Mutual Aids in April 2026

7 Mutual Aid calls within Allegany County	
4 Mutual Aid calls outside of Allegany County	
<u>11</u>	
Allegany County DES	2
Flintstone VFD	2
Cresaptown VFD	<u>3</u>
	7
Wiley Ford, WV VFD	3
Ridgeley, WV VFD	<u>1</u>
	4

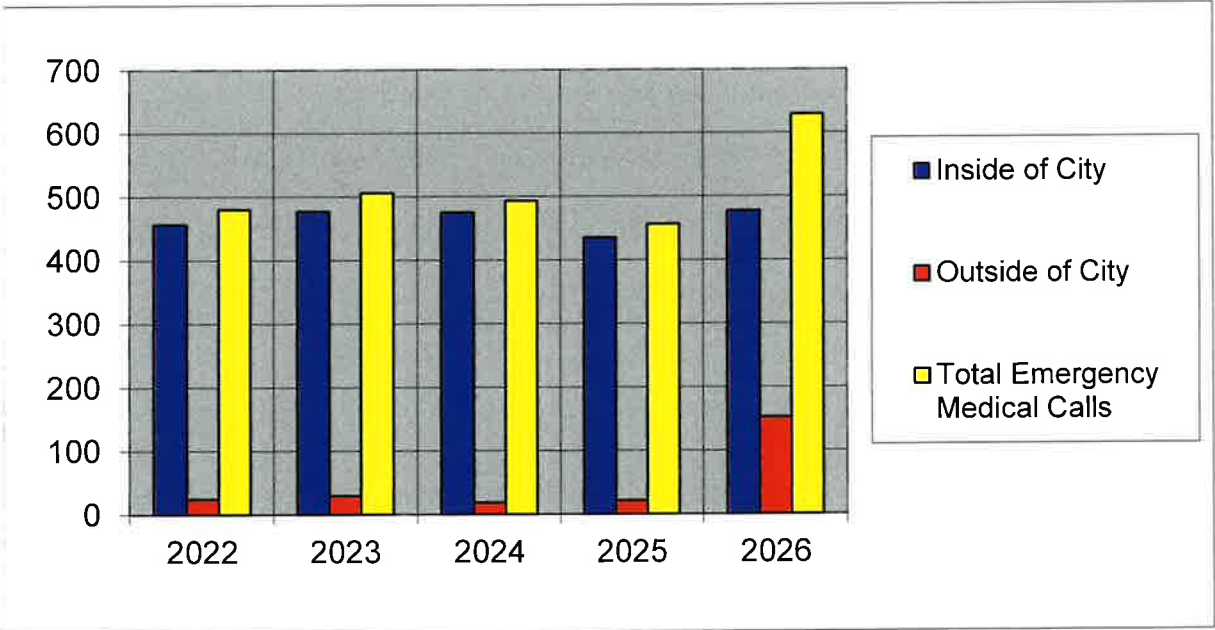
Fire Calls for the month of April over a Five-Year period:

	2022	2023	2024	2025	2026
District #1	42	68	111	80	89
District #2	36	46	52	42	56
District #3	43	0	0	0	0
Out of City	1	3	4	4	7
Total	122	117	167	126	152



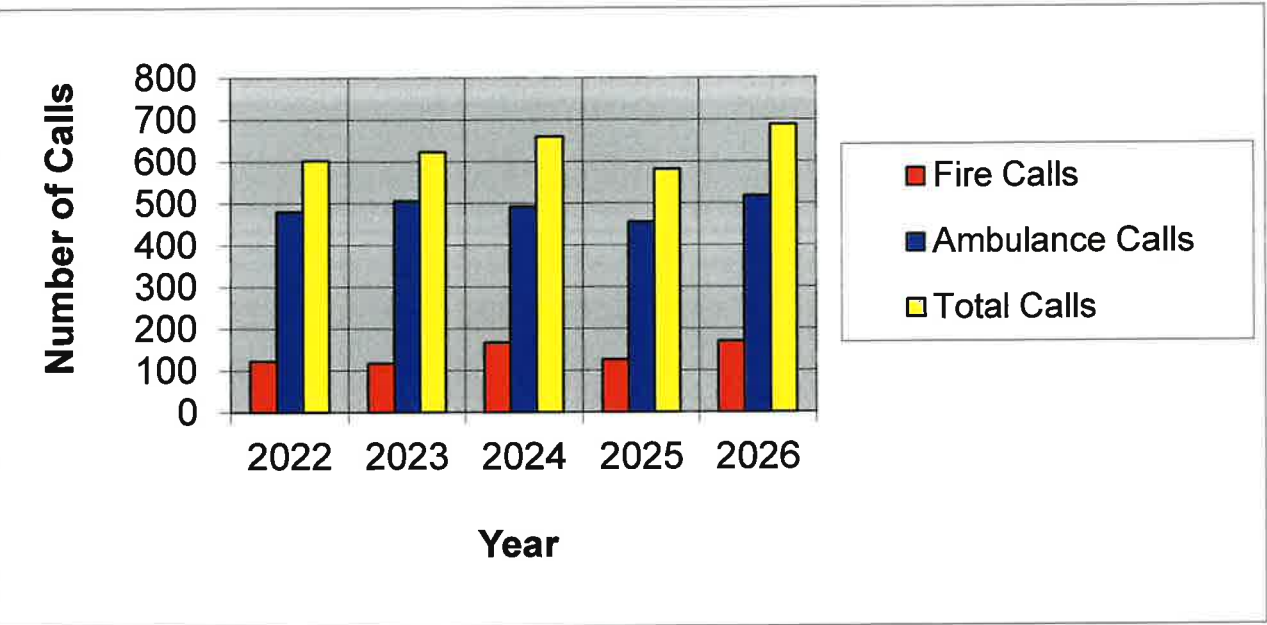
Ambulance Calls for the month of April over a Five-Year period:

	2022	2023	2024	2025	2026
Inside of City	456	477	475	435	477
Outside of City	24	29	18	21	152
Total Emergency Medical Calls	480	506	493	456	629



Fire and Ambulance Calls for the month of April over a Five-Year period:

	2022	2023	2024	2025	2026
Fire Calls	122	117	167	126	170
Ambulance Calls	480	506	493	456	518
Total Calls	602	623	660	582	688



Training Hours for April 2026:

Man Hours:	721
Course Hours:	167

- General Apparatus Visual/Operations Check
- Communications
- Building Construction
- Firefighter Personal Protective Equipment
- Ropes & Knots
- Building Construction, Fire Protection Systems & Fire Behavior
- Structural Search & Rescue
- Fire Hose, Hose Operations & Hose Stream
- Positioning Aerial Apparatus
- Stabilizing Aerial Apparatus
- MAYDAY
- Incident Management Systems
- Incident Critique (1)
- Incident Safety Officer
- Ops in Sprinklered Building
- HI-Rise Ops
- Bloodbourne Pathogens
- CAPCE Advance Airways: Intubation & Beyond
- CAPCE Assessing the Patient with Major Trauma
- CAPCE Pediatric Respiratory Emergencies: Upper & Lower Airways for the First Responder
- CAPCE Supplemental Oxygen
- EMS-CPR
- Technical Rescue Support & Vehicle Extraction Operations

Fire Prevention Bureau

Ancillary Duties	67
Complaints Received	1
Conferences Held	3
Correspondence	124
Inspections Performed	22
Investigations Conducted	1
Plan Reviews	2
Public Education	1
Burning Permits Issued	9

Personnel

DC Cody Pearce became Interim Fire Chief on April 12, 2026.

John "Jack" Kilgallen and Danielle Flanagan were hired as temporary FF recruits on April 13, 2026.

Candidate testing was held at MFRI on April 18, 2026.

FF/EMT-B Recruits Christopher Bailey, Jordan Leach, Heather McDonald and Keegan Robinson completed Firefighter Recruit Training on April 24, 2026.

Fire Chief W. Shannon Adams and EO/EMT-B Jeffery Wagoner worked their last shift on April 30, 2026 prior to retirements.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

1. Approving the Closed Session Minutes of May 13, 2026, Open Work Session Minutes and Regular Session Minutes of May 19, 2026



Closed Session Minutes

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

2nd Floor Conference Room

Wednesday, May 13, 2026; 4:30 p.m.

On May 13, 2026, the Mayor and City Council met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to conduct interviews for the Fire Chief position and to hold discussion relative to the same. Authority to close the session is provided by Section 3-305(b)(1)(i) 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 Fraizer, and was passed on a vote of 4-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard “Rock” Cioni, Jimmy Furstenberg, and Eugene Frazier.

ABSENT: Brian Lepley

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Shannon Berry, Assistant to the City Clerk;



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 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, May 19, 2026; 5:30 pm

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard J. "Rock" Cioni, Eugene Frazier, James Furstenberg, and Brian Lepley

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

Media: Hannah Fout from WCBC, and Theresa McMinn from Cumberland Times News
Members of the public

I. LEGISLATIVE ACTION REQUEST

Mr. Silka began the discussion from the previous meeting regarding the City's pursuit of statewide legislation and the Mayor's and City Council's approval to request a Legislative Action Request be sent to the Maryland Municipal League regarding the following:

1. For the control of motorized bikes and scooters operating within traffic.
Currently, there is limited regulation on vehicles under 50cc, and the

Ordinance in place only prohibits their use on sidewalks. In the meantime, a task force is being formed to enforce compliance on our existing Ordinance.

2. The FAMLI Act is going to cost the City around \$84K a year for employees beginning January 1, 2027. The program is available after one year of accumulation and withholds 0.04% from the employee. The suggestion is to ask MML to support legislation that would allow Local Governments who already offer a substantial leave package to be exempted from the FAMLI leave program, or have the option to opt out.

All of the Council Members agreed to the Legislative Action Requests. They will be on the next agenda for approval.

II. PROFESSIONAL DEVELOPMENT FEES AND EMPLOYMENT COMMITMENTS

Mr. Silka noted that currently only the Police Department requires professional development commitments upon hiring. Fire Department academy training costs between \$10 K and \$ 15K, excluding gear and internal training. The department lost 11 employees from 2020 to 2024, with nine leaving within two years and one after receiving EMT certification. To safeguard our investment in training employees in every department, we suggest implementing an MOU to ensure it's not just a training opportunity to take the credentials somewhere else.

III. CITY ADMINISTRATOR UPDATES

- Melinda Kelleher will attend the next meeting to explain the new Main Street setup, which consists of a stand-alone 501 (c) (3). It will consist of a board not appointed by the Council, which will include a Council liaison.
- June 8, 2026, is the deadline for the parade registration.
- The partnership with the University of MD athletic department will reconvene in the future due to personnel changes.

IV. REVIEW OF THE PUBLIC MEETING AGENDA OF MAY 5, 2026

Mr. Silka reviewed some topics for clarification:

Order No. 6 refers to Perfect Reflections' proposal for downtown cleaning for the DDC.

Order No. 12 refers to the transition from Legit Health and the establishment of a contract with GBS Benefits to act as the City's healthcare managers for the upcoming year.

V. MAYOR AND CITY COUNCIL UPDATES

- Ty Johnson's football camp was well attended.
- The day of Sharing and Caring was attended by 505 volunteers and 55 projects
- Downtown Delfest event from 6:00 PM-9:30 PM on Centre Street
- Farmer's Market is every Thursday from 9:30 AM-1:00 PM

VI. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:57 PM

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
Councilman Brian R. Lepley

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: May 19, 2026

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
Council Member James L. Furstenberg, III
Council Member Brian R. Lepley
President Raymond M. Morriss

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; and Lieutenant Menges

IV. Directors Reports

Motion to approve the reports was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0

(A) Administrative Services

1. Administrative Services Monthly Report for April 2026

(B) Public Works

1. Maintenance Division Monthly Report for April 2026

(C) Fire

1. Fire Department Monthly Report for April 2026

(D) Police

1. Police Department Monthly Report for April 2026

(E) Utilities – Flood, Water, Sewer

1. Utilities Division Monthly Report for April 2026

V. Approval of Minutes

Motion to approve the minutes was made by Council Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 5-0

1. Approving the Open Work Session Minutes and Regular Session Minutes of May 5, 2026.

VI. Public Comments for agenda items only

William Taccino objected to the sewer rate increases outlined in Ordinance 4058. He claims the sewer system is illegal and not in compliance with state and federal regulations.

David Biser spoke again regarding the rise in the sewer rates from the last meeting. The Councilmembers acknowledged the burden this is for everyone affected by it and explained the reason behind the need for the increase.

VII. New Business

(A) Resolutions

1. R2026-05 (*1 reading only*) - a resolution authorizing and empowering the Mayor and City Council of Cumberland to issue and sell two separate series of general obligation single installment bonds, one in the form of a single installment bond in original principal amounts not to exceed \$1,223,676, designated "Mayor and City Council of Cumberland Water Quality Bond, Series 2026A", and the other in the form of a single bond in original principal amount not to exceed \$1,223,676, designated "Mayor and City Council of Cumberland Water Quality Bond, Series 2026B" the proceeds of the sale to be used and applied for the public purpose of financing or reimbursing costs of a wastewater system project generally referred to as "Evitts Creek CSO P-4" and related costs

READING: The resolution was submitted in title only for its reading. **Motion** to approve the resolution was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

2. R2026-06 (*1 reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the 2026-2027 tax year, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland

READING: The resolution was submitted in title only for its reading. **Motion** to approve the resolution was made by Council Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(B) Ordinances

1. Ordinance 4052 (*1st reading*) - providing for the City Tax Levy for FY27

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 Lepley, seconded by Council Member Cioni, and was passed on a vote of 5-0.

2. Ordinance 4053 (*1st reading*) - providing for the annual expenditure appropriation for the FY27 General Fund

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 Fraizer, seconded by Council Member Lepley, and was passed on a vote of 5-0.

3. Ordinance 4054 (*1st reading*)- providing for the annual expenditure appropriation for the FY27 Sewer Fund

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 Lepley, and was passed on a vote of 5-0.

4. Ordinance 4055 (*1st reading*) - providing for the annual expenditure appropriation for the FY27 Special Purpose Funds

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 Fraizer, seconded by Council Member Cioni, and was passed on a vote of 5-0.

5. Ordinance 4056 (*1st reading*) - providing for the annual expenditure appropriation for the FY27 Water Fund

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 Lepley, seconded by Council Member Cioni, and was passed on a vote of 5-0.

6. Ordinance 4057 (*1st reading*) - providing for an increase in water rates effective July 1, 2026

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 Cioni, and was passed on a vote of 5-0.

7. Ordinance 4058 (*1st reading*) - providing for an increase in sewer rates effective July 1, 2026

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 Lepley, seconded by Council Member Frazier, and was passed on a vote of 5-0.

(C) 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 Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

1. Order 28,013 - approving a contract extension with Farrell Forestry LLC to complete the final timber sale of the existing five year plan for the Evitts Creek Watershed (City Project 2022-41-SRVC) for a one year term beginning July 1, 2026 through June 30, 2027 in the amount not to exceed \$33,000
2. Order 28,014 - rescinding Order No. 28,010, originally approved on May 5, 2026 due to a misstated purchase price, and accepting the bid from low responsive bidder Top Coat Technicians for Epoxy Flooring to repair broken concrete at the Municipal Service Center in a total project cost not to exceed \$58,509 and rejected all other bids
3. Order 28,015 - declaring real property known as 938 Gay Street as surplus property to be offered for sale
4. Order 28,016 - approving the sole source repair by Carl Belt for emergency repair work on the Market Street waterline in the amount not to exceed \$121,489.70, in accordance with City Code Section 2-171(d) (iii), pertaining to purchases for emergency use
5. Order 28,017 - accepting the sole source proposal from Alfa Laval, Inc. for the rebuild of the centrifuge for the Heat Drying Facility at the Water Reclamation Facility (WRF) in the amount not to exceed \$75,975.81, in accordance with City Code Section 2-171(d) (i), pertaining to the need for standardization or interchangeability of parts for the City's machinery or equipment
6. Order 28,018 - accepting the proposal from Perfect Reflections for the cleaning and maintenance of the Downtown Development Commission footprint to include sidewalk cleaning, trash removal, weed control and snow/ice removal in the not to exceed amount of \$41,184

7. Order 28,019 - approving Outdoor Dining Leases with Will's Hotel and Lilly's Books and Cafe for the use of the public right of way immediately in front of and adjacent to each property for outside case dining for the term May 15, 2026 through October 31, 2026
8. Order 28,020 - rescinding Order No. 27,994, originally approved on April 21, 2026 due to a repealed bid amount by one of the bidders, and accepting the bids from Phoenix Solutions, LLC, Shannon Chemical Corporation, Brenntag Northeast LLC, USALCO, LLC, Chemstream, LLC and Univar Solutions USA LLC for the purchase of all advertised chemicals for the Combined Chemical Bid FY27 (2025-22-UTIL) for use at the Water Reclamation Facility, Water Filtration Plant and Constitution Park Pool
9. Order 27,021 - approving the 2026 Annual Action Plan Projects for the Community Development Block Grant Program
10. Order 28,022 - declaring computer equipment as surplus property and authorizing it to be scrapped or e-cycled
11. Order 28,023 - authorizing the execution of a Memorandum of Understanding with the Canal Place Preservation and Development Authority to memorialize each party's respective obligations with respect to the ownership of, maintenance of, and access to certain facilities associated with the River Park Project, effective when executed and remains in effect unless and until terminated with 60 days written notice by either party to the other
12. Order 28,024 - authorizing the execution of a master service agreement between the City of Cumberland and GBS Benefits Inc. to provide the City of Cumberland with insurance consulting services concerning cost, benefits provided, maintenance, analysis, administrative support, software and contracts with insurance carriers in connection with the health, dental, life, employee assistance, wellness, vision, and section 125 plans or programs for the 12 month period of April 1, 2026 to March 31, 2027 at a cost not to exceed \$7,000 per month

Public Comments *(Comments are limited to 5 minutes)*

Christina Hall expressed frustration with the app's parking payment feature because it is difficult for seniors to use. She suggested placing a sticker on your car to indicate that parking has been paid in advance.

William Taccino addressed comments alleging that the Mayor had a conflict of interest at the beginning of his term because of his ownership of CSX stock. He questioned the \$4.8 million bridge replacement project, criticized the Cumberland Economic Development Corporation (CEDC), and alleged inconsistent code enforcement by the City.

Jim Taccino expressed frustration about obtaining the list of surplus properties, noting that he could not find it online. He also questioned the City's payment of \$7K per month to an outside brokerage to review an employee insurance plan.

Mayor Morriss and Mr. Silka addressed Mr. Taccino's concerns.

VIII. Adjournment

With no further business at hand, the meeting adjourned at 6:57 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. A Public Hearing to receive comment on the proposed Zoning Text Amendment (ZTA 26-01) recommended by the Municipal Planning and Zoning Commission to allow Auto Service Stations/Convenience Stores to be a conditional use permitted in B-L (Business Local) Zones



CITY OF
CUMBERLAND
MARYLAND

DEPARTMENT OF COMMUNITY DEVELOPMENT

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 • PHONE 301-759-6442 • FAX 301-759-6432 • TDD 800-735-2258

www.cumberlandmd.gov

Permit #: ZTA26-000001

Decision Date: 04/28/2026

Issued

Zoning Text Amendment Application Permit
Zoning Text Amendment

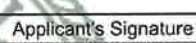
Permit issued as per plans and subject to all applicable codes and regulations.

Project Location: MD Prop. #: Owner:	Date applied: 04/22/2026
Applicant: City of Cumberland Code Compliance Manager Address: 57 N. Liberty St. City/State/Zip: Cumberland MD 21502 Phone: 3017596659 Email: kevin.thacker@cumberlandmd.gov	

Quantity Description Amount Total Cost

Description: Text amendment to make auto service stations/convenience stores a conditional use in the B-L zone.
--

Notes:

SUBJECT: However to revocation by the building official, if the building is not in compliance with the requirements of the City ordinances relating to building privileges and as stated on this application.  City C.D. Manager, or Representative's Signature	STATEMENT: I agree to comply with all regulations which applicable hereto and further agree that the proposed use shall be as described on this application and that this structure shall not be used for any other purpose.  Applicant's Signature
--	--



APPROVED

PUBLIC NOTICE

Legal Notice

Kevin Thacker, on behalf of the City of Cumberland, has made application to the Mayor and City Council for a Zoning Text Amendment (ZTA 26-000001) to the City of Cumberland Zoning Ordinance, also known as Ordinance #3775, and the Land Use Article of the Annotated Code of Maryland.

The purpose of the proposed amendment to the Zoning Ordinance will be to amend provisions to the Auto service station/convenience store permitted under and in accordance with the laws of the State of Maryland. This proposed amendment will also include amendments to the Auto service station/convenience store section of the Use Regulations Table in Section 25-132 defining Auto Impoundment areas a permitted use in the following city zones (B-H, B-L).

The Municipal Planning and Zoning Commission of the City of Cumberland will meet and hold a public hearing on this proposed Zoning Text Amendment on Monday, April 27, 2026 at 4:30 PM in the Mayor and City Council Chambers at City Hall, 57 North Liberty Street, 2nd Floor, Cumberland, Maryland. The Planning Commission will hear public comment, discuss, and make a formal recommendation to the Mayor and City Council regarding this amendment request. Interest persons should plan to attend this hearing.

A copy of the proposed Zoning Text Amendment and the associated staff report are on file and available for public view at the City of Cumberland Department of Community Development during normal business hours (Monday-Friday, 8:00 AM-4:00 PM). The Department is in the lower level of City Hall at 57 North Liberty Street, Cumberland, Maryland. Additional questions or comments should be directed to Kevin Thacker, Community Development Manager, at

kevin.thacker@cumberlandmd.gov or 301-759-6659.

Adv.: Cumberland Times - News April 13, 20, 2026

Cumberland Planning Commission Staff Report
ZTA 26-000001 –Auto service stations/convenience stores
Proposed Zoning Text Amendment
April 27, 2026

Introduction:

The City of Cumberland is proposing the text amendment that would allow Auto service stations/convenience stores to be a conditional use in the B-L (Business Local) zone of the city. This will allow companies locate in area where we have existing companies already.

After reviewing the new 2045 Comprehensive Plan adopted by the City of Cumberland, this is in keeping with the proposed mixed use areas of the city map. This will provide more areas of the city for business to grow and provide services for the residents of Cumberland.

Sec. 25-132. Use regulations.

- (a) Uses permitted within the various zoning districts are listed in the table entitled "Use Regulations" on the following pages.
- (b) Any use which is not included in the table shall be considered as prohibited, except pursuant to subsection 25-22(d).

USE REGULATIONS TABLE

Key: P Permitted Use C Conditional Use P* Permitted only within cluster developments (pursuant to article IX)											
USE DESCRIPTION	R-E	R-S	R-U	R-O	B-L	B-H	B-CBD	B-C	I-G	G-C	G-I
Residential											
Single-family detached dwellings	P	P	P	P			C			P	P
Single-family attached dwellings	P*	P*	P	P			P			P	P
Two-family dwellings	P*	P*	P	P			P			P	P
Low-rise apartments		P*	P	P			P			P	P
Mid-rise apartments				P			P				
High-rise apartments				P			P				
Bed and breakfasts	P		P	P	P		P			P	P
Dwelling units/mixed uses				P	P	P	P	P		P	P
Boarding houses/hostels				P	P	P	P			P	
Home occupations	P		P	P	P	P	P	P	P	P	P
Home offices of convenience	P	P	P	P	P	P	P	P	P	P	P
Residential conversions			P	P						P	P
Group homes	P	P	P	P						P	P
Assisted living subject to the provisions of the zoning district	P	P	P	P			P			P	
Mobile home parks pursuant to the city's mobile home park ordinance			C								
Private residential garage	C	C	C	C							
Short-term rentals	P		P	P	P	P	P	P		P	
Commercial Uses/Sales											
Motels, hotels, and motor inns					P	P	P	P		P	P
Retail buildings (less than 5,000 sq. ft.)				C	P	P	P	P	P	P	P

General merchandise buildings (more than 5,000 sq. ft. but less than 20,000 sq. ft.)					C	P	P	P	P	P	P
Retail centers (20,000 sq. ft. or greater)						P	P	P	P	P	P
Planned shopping centers						P	P	P	P	P	P
Retail/accessory light manufacturing				C	P	P	P	P	P	P	P
Flea markets					P	P	P	P	P		
Repair services such as shops for household appliances, watch, shoe, bicycle, and lock repair and other similar services				C	P	P	P	P	P	P	P
Building materials yards						P		P	P		P
Contractor's equipment storage yard or plant								P	P		C
Wholesale businesses, warehouses, and similar non-processing storage and distribution uses, except bulk storage of chemicals, petroleum products, and other flammable, explosive, or noxious materials								P	P		C
Bulk plants									P		
Manufacturing											
Heavy manufacturing									P		
Light manufacturing and assembly						P	C	P	P		P
Incinerators									P		
Junk yard (salvage yard)									C		
Restaurants, Bars, Nightclubs											
Restaurants, general				P	P	P	P	P	P	P	P
Restaurants, fast food, with drive-thru service				C	C	P	C	P	P	P	P
Restaurants, fast-food, w/o drive-thru service				P	P	P	P	P	P	P	P
Brewpubs, microbreweries					P	P	P	P	P	P	P
Bars and nightclubs					P	P	P	P	P	P	P
Office, Clerical, Services Not Related to Sale of Goods											
Government uses	P	P	P	P	P	P	P	P	P	P	P
Banks and financial institutions				P	P	P	P	P	P	P	P
Banks and financial institutions, including drive-in service places				C	P	P	P	P	P	P	P
Personal service establishments				C	P	P	P	P	P	P	P
Health clubs or spas					P	P	P	P	P	P	P
Commercial laundry establishments						C		P	P	C	P
Professional services, including but not limited to offices of realtors, lawyers, clergymen, teachers, architects, engineers, insurance agents, etc.				P	P	P	P	P	P	P	P
Veterinary offices/hospitals					P	P		P	P	P	P
Kennels								P	P		C

Business, administrative, or corporate offices for public agencies, nonprofit organizations, or private corporations				P	P	P	P		P	P	P	P
Child day care homes	P	P	P	P							P	
Child day care centers	C	C	P	P	P		P				P	
Mini-storage facilities						P			P	P		P
Health Care and Related Uses												
Hospitals	C		C	P								
Laboratories, medical	C		C	P	C	P	P		C	C	P	C
Ambulatory health care facilities	C		C	P	C	C	C		C	C	C	C
Adult day treatment, domiciliary care facilities	C		C	P	C		P					
Convalescent homes	C		C	P								
Nursing homes	C		C	P								
Intermediate care facilities	C		C	P			P					
Motor Vehicle Related Sales & Service												
Automobile sales/service establishments, including used car lots						P	P		P	P	P	P
Truck, farm equipment, mobile home, boat, and recreational vehicle sales/service establishments						P			P	P	P	P
Auto service stations/convenience stores					C	P			P	P	P	P
Auto repair stations						C			P	P	C	P
Auto repair garages and body shops						C			P	P	C	P
Auto impoundment areas										P		
Recreation, Amusement, Entertainment												
Commercial indoor recreation, indoor theaters					P	P	P		P	P	P	P
Commercial outdoor recreation					C	P			P	P		P
Gambling activities					P	P	P		P	P	P	P
Public and private parks, recreation areas, historic areas, conservation areas, and other similar uses employing open land with open structures	P	P	P	P	P	P	P		P	P	P	P
Adult Businesses*												
Adult entertainment establishments										P		
Adult retail establishments										P		
Cemeteries and Funeral Homes												
Cemeteries	C	C	C									
Funeral homes	C		C	P	P	P	P				C	
Educational, Research, Cultural, Religious, Social, Fraternal												
Schools and educational institutions (including private, charter, and magnet schools as defined and permitted by the state department of education)	C	C	C	P			C					

Dormitories, fraternity and sorority houses				P							
Places of worship and related uses	P	P	P	P	P	P	P	P		P	
Private commercial educational institutions including schools for dance, music, art, drama, and other similar activities				P	P	P	P			P	
Clubs, lodges, or social buildings					P	P	P	P		C	
Community and cultural center buildings	C		C	P	P	P	P	P		C	P
Laboratories, research								P	P		C
Transportation/Infrastructure Facilities											
Railroad terminals, repair yards, and facilities									P		
Motor freight terminals									P		
Passenger terminals including taxi stands, bus, and rail passenger stations and shelters						P	P				
Off-street parking lots	P	P	P	P	P	P	P	P	P	P	P
Communications towers	P	P	P	P	P	P	P	P	P	P	P
Small cell technology structures	P	P	P	P	P	P	P	P	P	P	P
Wind energy system, large											
Wind energy system, small	C	C	C	C	C	C	C	C	C	C	C
Agricultural Operations											
Agricultural, horticultural, and forestry uses	P										
Nurseries for growing of flowers, trees, and shrubs not for sale on the lot	P	P	P					P			P
Nurseries for growing of flowers, fruits, vegetables, trees, and shrubs for sale on the lot	P				P	P		P	P	P	P

NOTES:

1. Permitted and prohibited uses in the Conservation District are presented in section 25-142.
2. Permitted and prohibited uses in the Rehabilitation and Redevelopment Floating Zone District are presented in section 25-144.
3. All public, professional, commercial, industrial, or other non-residential uses; all multi-family dwelling uses; all temporary structures; and certain other uses designated in sections 25-139 (steep slope development), 25-140 (development within floodplains, streams, and buffer areas), 25-141 (preservation of habitats of threatened and endangered species), 25-143 (gateway districts), and article X (Viewshed Protection Overlay District) are subject to the provisions of article VIII (site plan review).
 * Adult businesses may not be located within 1,500 linear feet of any public library, public park, public playground, school, church or similar place of worship, child care center, community center, or residence.
 (Ord. No. 3796, § 2, 6-7-16; Ord. No. 3828, § 1, 1-2-18; Ord. No. 3860, § 1(Att.), 10-15-19; Ord. No. 3922, § 2, 8-16-22; Ord. No. 3913, § 2, 5-17-22; Ord. No. 3965, § 2, 9-5-23)

NOTES:

1. Permitted and prohibited uses in the Conservation District are presented in section 25-142.
 2. Permitted and prohibited uses in the Rehabilitation and Redevelopment Floating Zone District are presented in section 25-144.
 3. All public, professional, commercial, industrial, or other non-residential uses; all multi-family dwelling uses; all temporary structures; and certain other uses designated in sections 25-139 (steep slope development), 25-140 (development within floodplains, streams, and buffer areas), 25-141 (preservation of habitats of threatened and endangered species), 25-143 (gateway districts), and article X (Viewshed Protection Overlay District) are subject to the provisions of article VIII (site plan review).
- (Ord. No. 3796, § 2, 6-7-16; Ord. No. 3828, § 1, 1-2-18; Ord. No. 3860, § 1(Att.), 10-15-19)

Planning Commission Action:

- ☒ Recommend adoption of the Zoning Text Amendment to the Mayor and City Council in accordance with the following findings of fact and recommended conditions:

Recommend the adoption of the ZTA as presented

- ☐ Recommend denial of requested Zoning Text Amendment to the Mayor and City Council, based on the following findings:

Motion by: Aaron Hendrickson

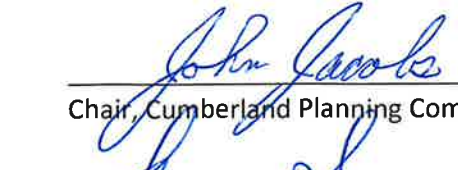
Seconded by: Joe George

Vote:

In favor of motion: 4 Opposed: _____ Abstained: _____

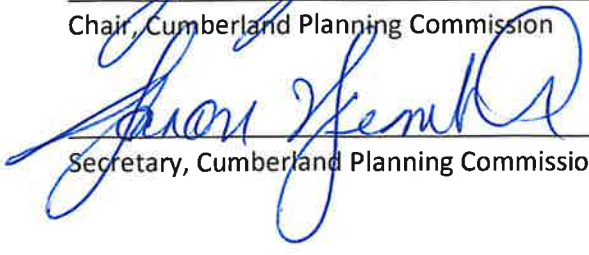
Number of voting members present: 4

Signed:



Chair, Cumberland Planning Commission

Date: 4-27-2026



Secretary, Cumberland Planning Commission

Date: 4/27/25

File Attachments for Item:

1. Ordinance 4052 (*2nd & 3rd readings*) - providing for the City Tax Levy for FY27

ORDINANCE NO. 4052

An Ordinance of the Mayor and City Council of Cumberland, Maryland, entitled, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE CITY TAX LEVY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the levy for the Fiscal Year 2027 for the City of Cumberland shall be as follows:

		Net Assessable Base	Tax Rate Per \$100	Tax Levy
Property Taxes				
Real Estate		\$948,369,248	1.0595	\$ 10,047,972
Personal Property				
	Individual	1,472,810		
	Corporation	129,003,021		
		130,475,831	2.648	3,455,000
Penalties and Interest				621,000
Tax Credits				(177,000)
Total Tax Levy				\$ 13,946,972
Other Revenues				
Other Taxes			2,925,823	
Licenses & Permits			145,700	
Intergovernmental			5,925,382	
Charges for Services			1,958,141	
Fines, Forfeitures & Interest			545,006	
Miscellaneous			1,465,560	
Total Other Revenue				12,965,612
Total Revenue				\$ 26,912,584
Other Financing Sources				
Transfers-in				\$ 2,678,687
Capital Financing				1,951,604
(Increase) Decrease NonSpendable Fund Balance				45,906
(Increase) Decrease Assigned Fund Balance				940,000
(Increase) Decrease Restricted Fund Balance				419,224
Total Other Financing Sources				\$ 6,035,421
Total Revenue and Other financing Sources				\$ 32,948,005

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

2. Ordinance 4053 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 General Fund

ORDINANCE NO. 4053

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE GENERAL FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and they are hereby appropriated for the respective purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027, to-wit:

General Government	\$ 2,675,898
Public Safety	16,339,220
Public Works	3,676,583
Recreation	1,179,965
Community Development	2,431,316
Debt Service	3,659,738
Transfer Out	2,614,820
Total General Fund Appropriation	\$ 32,577,540

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the fiscal year (June 30, 2027) if legally encumbered but shall continue in full force and effect until the encumbrance has been completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

3. Ordinance 4054 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 Sewer Fund

ORDINANCE NO. 4054

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE SEWER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective departments and purposes of the City of Cumberland Sewer Fund for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027, to-wit:

Wastewater Treatment Plant	\$ 6,656,071
Sanitary & Storm Sewer	3,069,009
Biosolids Processing	524,297
Interest Expense	466,427
Principal Payments	1,238,343
Capital Expenditures	10,142,290
Total	\$ 22,096,437

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 27-9 of the code of the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Sanitary and Storm Sewer system, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2027.

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

4. Ordinance 4055 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 Special Purpose Funds

ORDINANCE NO. 4055

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE APPROPRIATIONS FOR VARIOUS SPECIAL PURPOSE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective funds and purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027, to-wit:

Housing Assistance	\$ 2,320,100
Downtown Development Commission	192,000
Community Development Block Grant	785,751
Police Grants	645,046
Community Legacy	705,000
Capital Projects	6,973,625
Street Improvements	1,435,000
Municipal Parking Authority	672,963
Trash Removal	3,304,251
Total	\$ 17,033,736

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the Fiscal Year (June 30, 2027) but shall continue in full force and effect until the project for which the appropriation has been made is completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

5. Ordinance 4056 (*2nd & 3rd readings*) - providing for the annual expenditure appropriation for the FY27 Water Fund

ORDINANCE NO. 4056

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE WATER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following operating budget is hereby appropriated for the respective departments and purposes of the City of Cumberland Water Fund for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027, to-wit:

Water Administration	\$ 1,484,549
Water Distribution	3,799,529
Water Filtration	2,910,790
Interest Expense	402,692
Principal Payments	1,636,321
Capital Expenditure	4,814,371
Total	\$ 15,048,252

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 24-86 of the Code of the City of Cumberland, and as the same may be from time to time amended, to produce sufficient revenue to enable the City of Cumberland to defray the cost of operating, maintaining, repairing and otherwise improving the Water System, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2027.

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

6. Ordinance 4057 (*2nd & 3rd readings*) - providing for an increase in water rates effective July 1, 2026

ORDINANCE NO. 4057

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SECTION 24-86 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PROVIDING FOR A SCHEDULE OF WATER RATES.”

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, That Section 24-86 of the Code of the City of Cumberland (1991 Edition) be and hereby repealed and reenacted, with amendments, to read as follows:

Section 24-86 Schedule

Effective July 1, 2026, the rates and charges for the use of water supplied by the Water Department shall be as follows, and no abatement or release therefrom is permitted:

(a) EQUIVALENT DWELLING UNIT (EDU). The minimum meter charges shall be determined by the Equivalent Dwelling Unit (EDU), which shall be determined by the size of the meter servicing the customer. The following table sets forth the EDU multiplier for each meter size:

Meter size (inches)	EDU
$\frac{3}{4}$ and below	1
1	2.5
1-1/2	5
2	8
3	16
4	25
6	50
8	80

(b) MINIMUM METER CHARGE FOR INSIDE CITY. The minimum charge for residential and industrial meter customers within the City shall be Eight Dollars and Seventy-Seven Cents (\$8.77) per month per EDU, for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any month, such excess shall be charged for according to the schedule of rates set forth in subsection (f) of this section.

(c) MINIMUM METER CHARGE FOR OUTSIDE CITY. The minimum charge for residential and industrial meter customers outside the City shall be Thirteen Dollars and Twenty Cents (\$13.20) per month per EDU for which sum, water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds one hundred cubic feet in any quarter, such excess shall be charged for in accordance with the schedule of rates as set forth in subsection (f) of this section.

(d) **MINIMUM METER CHARGE FOR WATER COMPANIES.** The minimum charge for water companies shall be Sixty Dollars and Forty Cents (\$60.40) per month per EDU for single Water Company accounts such water company has with the City for which sum water up to and including one hundred cubic feet may be used. If the quantity of water used exceeds the consumption in excess of capacity fee, in any month, such excess shall be charged for according to the schedule of rates set forth in subsection (f) of this section, as appropriate.

(e) **Flat rates.** There shall be no flat rate customers and the consumption of any customer found not to have a meter shall be estimated and such customer shall be charged double the rates set forth in subsection (b) of this section. All water customers outside the City shall be meter customers, and it shall be unlawful for the Water Department to furnish customers outside the City on a flat rate basis.

(f) **CONSUMPTION RATES.** The rates per month for residential and industrial water customers shall be as follows:

Class	Consumption	Rates within City Limits		Rates Outside City Limits	
		Current	New	Current	New
Tier 1	First 100 cubic feet, per EDU	\$ 8.1200	\$8.7700	\$12.2200	\$13.2000
Tier 2	Next 900 cubic feet, per cubic foot	\$ 0.0742	\$0.0802	\$ 0.1111	\$ 0.1200
Tier 3	Next 199,000 cubic feet, per cubic foot	\$ 0.0595	\$0.0643	\$ 0.0829	\$ 0.0896
Tier 4	Next 1,134,000 cubic feet, per cubic foot	\$ 0.0469	\$0.0507	\$ 0.0706	\$ 0.0763
Tier 5	Next 1,166,000 cubic feet, per cubic foot	\$ 0.0211	\$0.0228	\$ 0.0211	\$ 0.0228
Tier 6	Over 2,500,000 cubic feet, per cubic foot	\$ 0.0053	\$0.0058	\$ 0.0053	\$ 0.0058

(g) **WATER COMPANIES.** Companies purchasing in excess of 140,000 cubic feet of water from the City on a monthly basis and reselling that water shall pay the following monthly rates for each account such water company has with the City.

(1) **Water Company.** Any wholesale water company purchasing water from the City in excess of 140,000 cubic feet per month shall pay both a capacity fee plus a charge based upon consumption in excess of the capacity fee.

(2) **Capacity Fee.** Each water company shall pay a fixed capacity fee based on the number of EDU's calculated multiplied times the per month per EDU charge. The EDU amount is calculated annually determined by a percentage (70%) of its highest month's usage in the previous fiscal year calculated as follows:

$$\frac{\text{PEAK MONTHLY USE} \times 0.7}{33.42}$$

30

(3) **Consumption in Excess of Capacity Fee.** Consumption in excess of the capacity fee shall be billed at the rate for customers located outside the City.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect July 1, 2026.

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton
City Clerk

File Attachments for Item:

7. Ordinance 4058 (*2nd & 3rd readings*) - providing for an increase in sewer rates effective July 1, 2026

ORDINANCE NO. 4058

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT, WITH AMENDMENTS, SECTION 24-151(b) OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) PROVIDING RATES AND CHARGES FOR USE OF THE CITY SEWERAGE SYSTEM."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 24-151(b) of the Code of the City of Cumberland (1991 Edition) be and is hereby repealed and reenacted, with amendments, to read as follows:

(b) SCHEDULES: USE OF FUNDS.

(1) "Equivalent dwelling unit" means a measure of wastewater effluent where one unit is equivalent to an average daily flow of 250 gallons.

(2) Effective July 1, 2026 rates and charges for use and service for the City sewer system shall be as follows:

(a) Inside City customers-\$12.65[11.39] per equivalent dwelling unit per month for customers billed on a monthly basis. Consumption shall be billed at the rate of \$0.1008[0.0908] per cubic foot.

(b) Outside city customers-\$18.94[17.06] per equivalent dwelling unit per month. Consumption shall be billed at the rate of \$0.1509[0.1359] per cubic foot.

(c) Sanitary districts-\$13.41[12.08] per equivalent dwelling unit per month. Consumption shall be billed at the rate of \$0.0387[0.0349] per cubic foot. A sanitary district ready to serve charge shall be based on the previous twelve months average flow divided by 33.42 c.f. (250 gallons) to determine the number of EDU's. The number of EDU's times the above fee shall determine the monthly ready to serve fee. Flows above the average monthly consumption shall be billed at the above consumption charge.

(3) In addition to the above rates, the surcharge fee authorized by Section 24-227(6) of the Code shall be determined as follows:

<u>Parameter</u>	<u>Rate (per pound)</u>	
BOD ₅	<u>\$0.45</u>	[0.40]
TSS	<u>0.49</u>	[0.44]
TKN	<u>2.39</u>	[2.15]
TP	<u>14.75</u>	[13.28]
TN	<u>\$1.54</u>	[1.38]

(4) Funds collected by virtue of the rates and charges established in this Section shall be applied to the operation, maintenance and repair of the sewage treatment plant, sanitary sewer system and storm sewer system, and such portion of the funds as may be required by law shall be applied to

the payment of the bonded indebtedness, including principal and interest, as has been or may be created in connection with the sewage system of the City.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect July 1, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Resolution R2026-07 (*1 reading only*) - a resolution granting the Chamber of Commerce Inc. W MD a property tax credit for the 2026-2027 tax year, as provided for by Section 9-302(d) of the Tax Property Article of the Annotated Code of Maryland

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2026-07**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,
GRANTING THE CHAMBER OF COMMERCE INC. W MD, A PROPERTY TAX CREDIT FOR
THE TAX YEAR 2026-2027.**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Chamber of Commerce Inc. W MD is such a property owner designated in Section 9-302(d) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Chamber of Commerce Inc. W MD has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Chamber of Commerce Inc. W MD a property tax credit against the municipal corporation property tax imposed on the Chamber of Commerce Inc. W MD for the tax year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED THAT, the Chamber of Commerce Inc. W MD be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2026-2027.

***Given under our Hands and Seals this 2nd day of June, 2026, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.***

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

May 27, 2026

City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

Re: Tax Credit – Account Number 14-006141

Mayor and City Council:

Please consider this a formal request to exercise authority granted by section 9-301 of the Tax Property Article of the Annotated Code of Maryland to grant Tax Credit for the above referenced account of the Allegany County Chamber of Commerce (Chamber of Commerce Inc W MD) for tax year 2026-2027.

Thank you for your consideration.

Sincerely,



Juli McCoy
President & CEO
Allegany County Chamber of Commerce

File Attachments for Item:

. Resolution R2026-08 (*1 reading only*) - a resolution authorizing the transmittal of two Legislative Action Requests to the Maryland Municipal League regarding the initiation or support of legislation for a) consistent statewide rules for the operation of electric bicycles and electric scooters, and b) for Local Governments providing non-insurance based benefits to be exempted from the FMLI program

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2026-08**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND MARYLAND
AUTHORIZING THE TRANSMITTAL OF LEGISLATIVE ACTION REQUESTS FOR
CONSIDERATION.**

- WHEREAS,** the Mayor and City Council of Cumberland is charged with setting policy and pursuing legislative changes in the best interests of the Cumberland community; and
- WHEREAS,** the Mayor and City Council of Cumberland is an active member of the Maryland Municipal League (MML); and
- WHEREAS,** MML pursues legislative changes to benefit Maryland municipalities; and
- WHEREAS,** the Mayor and City Council of Cumberland has identified requests to forward to MML for its consideration as legislative priorities for the League.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF
CUMBERLAND THAT THE CITY ADMINISTRATOR IS AUTHORIZED TO TRANSMIT TO
MML THE FOLLOWING LEGISLATIVE ACTION REQUESTS:**

1. The Mayor and City Council of Cumberland urges MML to initiate or support legislation for consistent statewide rules for the operation of electric bicycles (e-bikes) and electric scooters (e-scooters) to protect pedestrian safety, ensure compliance with traffic laws and require minimum insurance and registration standards while allowing safe micromobility use.
2. The Mayor and City Council of Cumberland urges MML to initiate or support legislation for Local Governments who provide non-insurance based benefits similar to those required through the FAMILI Program to be exempted from participation or have the option to opt out.

Communication of Resolution: A copy of this resolution shall be transmitted to:

- A. Staff at the Maryland Municipal League
- B. The Senator representing District 1
- B. Each Delegate representing District 1

***Given under our Hands and Seals this 2nd day of June, 2026, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.***

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor

2027 MML LEGISLATIVE ACTION REQUEST (LAR)

Name of municipality or MML affiliate group submitting request: City of Cumberland

Contact Person/Title: Jeff Silka, City Administrator

Address/City/State/Zip: 57 N. Liberty Street Cumberland, MD 21502

Telephone numbers: (Work) 301-759-6469 (Cell) 240-609-9303

E-mail: jeff.silka@cumberlandmd.gov

LAR FORM MUST BE COMPLETED AND RETURNED VIA E-MAIL NO LATER THAN MAY 31, 2026. Notification of approval of the LAR by the elected body of a municipality or the full affiliate membership must be submitted to MML by July 1, 2026.

1. Describe the problem or situation the request is intended to address:

The proliferation of e-bikes and scooters operating on public roads and sidewalks has created a safety hazard to both pedestrians and motorists, as well as to the operators of such devices. The operation of the devices outside of common road and sidewalk etiquette and the lack of state guidelines creates an enforcement issue for the jurisdictions. There should be consistent statewide rules for operation of electric bicycles (e-bikes) and electric scooters (e-scooters) to protect pedestrian safety, ensure compliance with traffic laws, and require minimum insurance and registration standards while allowing safe micromobility use. This type of rule does exist for moped and motor scooters under 50cc., but does not extend to e-bikes and e-scooters.

There should be a standard policy that applies to all e-bikes and e-scooters operated on public streets, bicycle facilities, sidewalks, and other public rights-of-way within the State of Maryland, including municipal and county jurisdictions unless a local government adopts more restrictive rules consistent with this policy.

2. Describe the requested legislation:

The legislation should be focused on pedestrian and motorist safety and be drafted to reduce conflicts between micromobility devices and pedestrians and motorists. The safety of the device operator should also be addressed within the legislation.

- Operators must follow the same basic traffic laws as other roadway users, subject to device-specific rules.
- Local jurisdictions may set the speed limit for the devices, which may be lower than for motor vehicles.
- Devices must be registered with the State of Maryland and display an up-to-date decal or issued plate.
- Operators carry a minimum personal liability endorsement or a state micromobility insurance option of at least \$100,000 third-party bodily injury/property damage.
- All operators must wear an approved helmet when operating on a public roadway.
- Operators must be identifiable and carry minimum liability coverage. Helmet use is required for all operators under 18 years of age.
- Regulations should be applied more stringent to commercial fleet operators /rental operators
- Municipalities may impose additional safety measures, speed limits, or restricted zones consistent with state law
- The legislation shall enable and clearly articulate the ability of a jurisdiction to levy citations and a fine for violations of the policy.

3. Describe how the requested legislation would remedy the problem:

The proposed legislation would remedy the problem by providing a state wide framework to allow local jurisdictions to enact legislation to protect the safety of the pedestrians, motorists and operators of e-bikes and e-scooters.

4. The proposed legislation would address: ☐ Only your municipality
☐ Only municipalities in your county ☐ Municipalities in the entire state
☒ All counties and municipalities in the entire state

5. Would the proposed remedy have a significant fiscal impact on your municipality?
There would be no "significant" fiscal impact to this legislation as it is derived from a safety perspective.

BACKGROUND INFORMATION

1. Could the problem be resolved by something other than a new law, i.e., action by another level of government or changes in administrative procedures? No

2. If administrative remedies have already been pursued, what were they and what was the outcome?
There have been no remedies pursued due to the lack of enabling legislation.

3. What other state and/or local agencies, if any, would be affected by this proposal?
This would impact counties and municipalities by giving them tools to provide safety-oriented legislation.

4. Have any state agencies been contacted about the proposal? If yes, what was their reaction?
No

HISTORICAL INFORMATION

1. Has the League considered this proposal in a previous year? If yes, describe any significant changes in circumstances that might improve its chances of success in 2027: No

2. Has this request been considered by the General Assembly in prior sessions? If yes, please provide the bill number, year, and outcome of legislation, if known: No

3. Has this proposed legislation been implemented by any other city, county or state? If yes, please describe where it has been implemented and cite any existing law or model code upon which the proposal is based: Unknown


Signature of authorized municipal or MML
affiliate official

Raymond Morris, Mayor
Print name & Title

May 27, 2026
Date

Please email the completed LAR
form and approval notice to:

E-mail: irisi@mdmunicipal.org &
copy billj@mdmunicipal.org

Please indicate the date of the meeting where the governing body of the municipality or MML affiliate group endorsed/approved this request: Endorsed May 19, 2026.

Please complete this form in its entirety. Attach additional sheets, if necessary, as well as documents related to your request. **Please return to MML NO LATER THAN MAY 31, 2026. Notification of approval of the LAR by the elected body of a municipality or the full affiliate membership must be submitted to MML by July 1, 2026.**

How MML Legislative Priority Issues Are Selected

1. The League shall inform all member municipalities and MML affiliates that they may **submit up to three legislative requests each for consideration** as MML initiatives before the Maryland General Assembly by a deadline selected by the League.
2. The staff reviews these requests and prepares background information for the Legislative Committee.
3. The Legislative Committee meets to discuss these requests and to consider MML priority issues not resolved during the previous session.
4. A legislative request that is the same or as substantially similar to a request that has previously been considered and rejected by the committee twice within a four-year period coinciding with the current term of the General Assembly shall be excluded from consideration by the committee.
5. The LAR submission form requires verification that the elected body of a municipality or the full affiliate membership approved a legislative action request prior to a date selected by the League.
6. The committee shall limit legislative sponsorship proposals to the Board for consideration to no more than four (4) non-prioritized items and limit the proposals adopted by the Board to four (4).

2027 MML LEGISLATIVE ACTION REQUEST (LAR)

Name of municipality or MML affiliate group submitting request: _____ City of Cumberland

Contact Person/Title: _____ Jeff Silka, City Administrator

Address/City/State/Zip: _____ 57 N. Liberty Street Cumberland, MD 21502

Telephone numbers: (Work) 301-759-6469 _____ (Cell) 240-609-9303

E-mail: _____ jeff.silka@cumberlandmd.gov

LAR FORM MUST BE COMPLETED AND RETURNED VIA E-MAIL NO LATER THAN MAY 31, 2026. Notification of approval of the LAR by the elected body of a municipality or the full affiliate membership must be submitted to MML by July 1, 2026.

1. Describe the problem or situation the request is intended to address:

Maryland's Paid family and Medical Leave Insurance (FAMLI) program does not permit exemptions for municipalities that already provide non-insurance-based benefits equal to or greater than those required by state law. Many local governments already provide robust leave programs, including paid family and medical leave, that are tailored to meet their employees' needs. Being required to adopt a statewide program may be redundant and unnecessary while still requiring employees to pay for the benefit. There is risk that some jurisdictions may do away with their pre-existing benefits to avoid the administrative burden and extra cost of having to manage both benefits being used concurrently.

2. Describe the requested legislation:

Local governments that provide non-insurance-based benefits similar to those required through the FAMLI Program should be exempted or have the option to opt out.

3. Describe how the requested legislation would remedy the problem:

Local government employers would be able to preserve their generous benefits- those collectively bargained, statutorily mandated, and/or otherwise formally negotiated, while also avoiding additional costs, potential workforce disruption issues, and the elimination of pre-existing benefits.

4. The proposed legislation would address: _____ Only your municipality

_____ Only municipalities in your county _____ Municipalities in the entire state

__X__ All counties and municipalities in the entire state

5. Would the proposed remedy have a significant fiscal impact on your municipality?

There would be significant cost savings as both municipalities / counties as well as their employees would not be subject to a payroll tax to allow for a benefit that is already offered by their employer. The City of Cumberland would see a total tax of nearly \$200,000 per year to under the current legislation. This does not include the added staff time to administer the mandate should we wish not to engage a third-party administrator.

BACKGROUND INFORMATION

1. Could the problem be resolved by something other than a new law, i.e., action by another level of government or changes in administrative procedures?

No

2. If administrative remedies have already been pursued, what were they and what was the outcome?

N/A

3. What other state and/or local agencies, if any, would be affected by this proposal?

None

4. Have any state agencies been contacted about the proposal? If yes, what was their reaction?

The municipalities have voiced their opposition to this legislation from its inception. The delayed implantation shows that the state is not prepared to administer this program.

HISTORICAL INFORMATION

1. Has the League considered this proposal in a previous year? If yes, describe any significant changes in circumstances that might improve its chances of success in 2027:

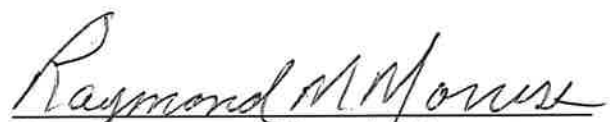
NO

2. Has this request been considered by the General Assembly in prior sessions? If yes, please provide the bill number, year, and outcome of legislation, if known:

NO

3. Has this proposed legislation been implemented by any other city, county or state? If yes, please describe where it has been implemented and cite any existing law or model code upon which the proposal is based:

Unknown


Signature of authorized municipal or MML
affiliate official

Raymond Morriss, Mayor
Print name & Title

May 27, 2026
Date

Please email the completed LAR
form and approval notice to:

E-mail: irisi@mdmunicipal.org &
copy billj@mdmunicipal.org

Please indicate the date of the meeting where the governing body of the municipality or MML affiliate group endorsed/approved this request: Endorsed May 19, 2026

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6. The committee shall limit legislative sponsorship proposals to the Board for consideration to no more than four (4) non-prioritized items and limit the proposals adopted by the Board to four (4).

File Attachments for Item:

. Order 28,025 - approving the contract extension with Michaels Janitorial, Inc. to provide custodial services for City offices and buildings for the term of July 1, 2026 – June 30, 2027



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

ORDER NO. 28,025

DATE: June 2, 2026

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

THAT, the contract extension with Michaels Janitorial, Inc., 129 Tree Farm Lane, Keyser, WV, 26726, to provide custodial services for City offices and buildings for the term of July 1, 2026 – June 30, 2027, be and is hereby accepted as follows:

City Hall basic service	\$	2,505.38 /mo
Public Safety Building basic service	\$	3,616.54 /mo
Municipal Service Center basic service	\$	1,856.06 /mo
Emergency Service on-site cleanup	\$	65.00
Emergency Service call-out	\$	105.00

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute all documents necessary to execute the contract.

Raymond M. Morriss, Mayor

Budget:

001.032.20100 - \$2,505.38/month

001.048.20100 - \$3,616.54/month

001.070.20100 - \$1,856.06 /month

Council Agenda Summary

Meeting Date: June 2, 2026

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the option for a one-year extension of Michaels Janitorial, Inc., 129 Tree Farm Lane, Keyser, WV, 26726 to provide custodial services for the city offices and buildings from July 1, 2026 – June 30, 2027.

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

Accepting the option for a one-year extension of Michaels Janitorial, Inc., 129 Tree Farm Lane, Keyser, WV, 26726 to provide custodial services for the city offices and buildings from July 1, 2026 – June 30, 2027.

City Hall basic service - \$2505.38/mo
Public Safety Building basic service - \$3616.54/mo
Municipal Service Center basic service - \$1856.06/mo
Emergency Service on-site cleanup - \$65.00
Emergency Service call-out - \$105.00

Amount of Award:

Budget number:

001.032.20100 - \$2,505.38
001.048.20100 - \$3,616.54
001.070.20100 - \$1,856.06

Grant, bond, etc. reference:

N/A



Michaels Janitorial, Inc.



5/06/2026

Dear Mayor and City Council,

This letter is in regards to the 1 year extension clause in our contract. Michaels Janitorial, Inc. would like to request the extension for the Fiscal year July 1, 2026 – June 30, 2027.

We would greatly appreciate the opportunity to serve The City of Cumberland for another year.

Thank you,

Robin S Michaels

President

File Attachments for Item:

. Order 28,026 -accepting the bid from Ameri-Seal LLC to perform milling of City streets in support of the Street Department's Summer paving operations in the amount not to exceed \$33,292.15



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

ORDER NO. 28,026

DATE: June 2, 2026

THAT, the bid from Ameri-Seal LLC, 61 National Highway, Cumberland, MD 21502, for the milling of City streets in support of the Street Department's Summer Paving Operations be and is hereby approved in the not to exceed amount of Four Dollars and Twenty One Cents (\$4.21) Per Square Yard in a total amount not to exceed Thirty Three Thousand Two Hundred Ninety Two Dollars and Fifteen Cents (\$33,292.15).

Raymond M. Morriss, Mayor

Budget:
127.101.63000
127.103.63000

Bidder	Amount
Ameri-Seal LLC	\$4.21 Per Square Yard
Belt Paving, Inc.	No Response Received
Shaffer Construction	No Response Received

Council Agenda Summary

Meeting Date: 6/2/2026

Key Staff Contact: Devin Burke

Item Title:

Order Accepting the bid from Ameri-Seal LLC to perform Milling of City Streets in support of the Street Department's Summer Paving Operations. The amount per square yard is not to exceed \$4.21 per Square Yard.

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

Requesting an order to accept the bid from Ameri-Seal LLC to perform Milling of City Streets. This project is in support of the Summer Paving operations of the City's Street Department.

Bids were solicited for this project with Ameri-Seal LLC providing the lowest bid to meet the scope of work at \$4.21 per Square Yard.

Requests for proposals were sent to the Following:

Belt Paving – No Bid Submitted

Shaffer Construction – No Bid Submitted

Ameri- Seal \$4.21 Per SY

This purchase will be in accordance with the Purchasing Guidelines, *Sec. 2-171 Purchases of supplies, maintenance/repair contracts, professional service contracts and equipment. (a) Purchases requiring bidding.*

Amount of Award:

Not to Exceed \$33,292.15

Budget number:

127.101.63000

127.103.63000

Grant, bond, etc. reference:

N/A

Ameri-Seal LLC

Paving, Sealcoating & Excavating

61 National Highway
Cumberland, MD 21502
301-676-SEAL (7325)
MHIC#118266
WV#061012

AmeriSealservices.com
Brendanorr411@gmail.com
MD.State Const. Lic#01601308
PA#182939

JOB# City of Cumberland Various Milling of Streets 2025

Address:

Phone: Devin Burke: 240-609-6793

Date 5-12-26

E-mail: devin.burke@cumberlandmd.gov kenny.dawson@cumberlandmd.gov
brooke.cassell@cumberlandmd.gov

Summer Mill Proposal

Streets To Mill:

1. Greene St 11,375 SF	1,263.89 SY
2. Washington St 15,000 SF	1,667 SY
3. Fletcher Dr 12,500 SF	1,388.89 SY
4. Mt Royal Ave 34,250 SF	3,805.56 SY
5. Moab (negotiable)	\$ 1,800.00

Total SY to be milled 7,892.77 SY
3.99/SY + \$1800.00 (moab) OR 4.21/SY (moab included)

Total Due.....Includes Moab \$33,292.15

ACCEPTANCE

The above proposal and prices are satisfactory and are hereby accepted.
Ameri-Seal LLC is authorized to do the work specified.

Signature_____

Date_____

File Attachments for Item:

. Order 28,027 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from CITCO Water in the amount not to exceed \$80,000 for the remainder of FY26



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

ORDER NO. 28,027

DATE: June 2, 2026

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

THAT, CITCO Water, PO Box 632059, Cincinnati, OH 45263 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for the remainder of FY26; and

BE IT FURTHER ORDERED, that FY26 purchases from for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Eighty Thousand Dollars and No Cents (\$80,000.00).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings
Budget: 002.220.39200 Pipe and Fittings
Budget: 002.299XI.63000 Cross Connection
Budget: 002.299XQ.63000 Replace Hydrants/Valves
Budget: 002.141.02 Inventory Ops Materials

Council Agenda Summary

Meeting Date: May 19th, 2026

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the increase of the Sole Source Purchases of Meter Setter's, Meter Boxes Frost-Free Lids and other common water materials from CITCO Water, Cincinnati, OH 45263 (Morgantown WV Branch). In the amount not to exceed \$80,000 for the rest of Fiscal Year 26'.

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

Requesting an order to allow the increase of the amount for sole source purchases of water meter setter's, meter boxes and frost-free lids from CITCO Water in the amount not to exceed \$80,000 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue. We have exceeded our yearly goals, with hard work, a really bad winter and multiple additions to projects directed from city hall and engineering that were not budgeted for which has resulted in the increase of the original M& CC order and P.O.'s

Amount of Award:

\$80,000

Budget number:

002.220 39300 Water Meters and Fittings

002.220 39200 Pipe and Fittings

002.299XI 63000 Cross Connection

002.299XQ 63000 Replace Hydrants/Valves

002 141.02 Inventory Ops Materials

Grant, bond, etc. reference:



Shannon Berry <shannon.berry@cumberlandmd.gov>

Fwd: M & CC Order Amendment

1 message

Allison Layton, CPM <allison.layton@cumberlandmd.gov>

Wed, May 27, 2026 at 9:20 AM

Reply-To: allison.layton@cumberlandmd.gov

To: Shannon Berry <shannon.berry@cumberlandmd.gov>

Agenda items.

**Allison Layton, CPM**

City Clerk/Asst. City Administrator

City of Cumberland

57 N Liberty St, Cumberland, MD 21502

Main: 301-722-2000 | Direct: 301-759-6447

allison.layton@cumberlandmd.gov | www.cumberlandmd.gov



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

From: **Marty Watts** <marty.watts@cumberlandmd.gov>

Date: Tue, May 26, 2026 at 10:32 AM

Subject: Fwd: M & CC Order Amendment

To: Allison Layton, CPM <allison.layton@cumberlandmd.gov>, Rachel Diehl <rachel.diehl@cumberlandmd.gov>

Good Morning Allison,

Here is Jeff's approval for those agenda items I sent you for the last meeting. I have also attached to agenda request again so you would have all of it together.

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From: **Jeff Silka** <jeff.silka@cumberlandmd.gov>

Date: Tue, May 26, 2026 at 10:25 AM

Subject: Re: M & CC Order Amendment

To: Marty Watts <marty.watts@cumberlandmd.gov>

I approve

**Jeffrey F. Silka, ICMA-CM**

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

City of Cumberland

On Tue, May 26, 2026 at 10:22 AM Marty Watts <marty.watts@cumberlandmd.gov> wrote:

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Marty Watts

Water Superintendent

City of Cumberland

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4 attachments



LB Water Setter Boxes Sole Source FY26 II.docx

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Ferguson Setter Meter Boxes Sole Source FY26 II.docx

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Core and Main Steers Boxes Sole Source FY26 II.docx

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Citco Setters Boxes Sole Source FY26 II.docx

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File Attachments for Item:

. Order 28,028 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Core & Main LP in the amount not to exceed \$80,000 for the remainder of FY26



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

ORDER NO. 28,028

DATE: June 2, 2026

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

THAT, Core & Main LP, PO Box 28330, St. Louis, MO 63146 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for the remainder of FY26; and

BE IT FURTHER ORDERED, that FY26 purchases for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Eighty Thousand Dollars and No Cents (\$80,000.00).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings
002.220.39200 Pipe and Fittings
002.299XI.63000 Cross Connection
002.299XQ.63000 Replace Hydrants/Valves
002.141.02 Inventory Ops Materials

Council Agenda Summary

Meeting Date: May 19th, 2026

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the increase of the amount for Sole Source Purchases of Meter Setter's, Meter Boxes, Frost-Free Lids and other common water materials from Core & Main LP St. Louis MO 631456 (Martinsburg, WV branch). In the amount not to exceed \$80,000 for the rest of Fiscal Year 26'.

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

Requesting an order to allow the increase of the amount for sole source purchases of water meter setter's, meter boxes and frost-free lids from Core & Main LP in the amount not to exceed \$80,000 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue. We have exceeded our yearly goals, with hard work, a really bad winter and multiple additions to projects directed from city hall and engineering that were not budgeted for which has resulted in the increase of the original M& CC order and P.O.'s

Amount of Award:

\$80,000

Budget number:

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File Attachments for Item:

. Order 28,029 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from Ferguson Waterworks in the amount not to exceed \$80,000 for the remainder of FY26



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

ORDER NO. 28,029

DATE: June 2, 2026

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

THAT, Ferguson Waterworks, 295 Interstate Circle, Frederick, MD 21704, is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for the remainder of FY26; and

BE IT FURTHER ORDERED, that FY26 purchases for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Eighty Thousand Dollars and No Cents (\$80,000.00).

Raymond M. Morriss, Mayor

Budget 002.220.39300 Water Meters and Fittings
002.220.39200 Pipe and Fittings
002.299XI.63000 Cross Connection
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Council Agenda Summary

Meeting Date: May 19, 2026

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the increase of the Sole Source Purchases of Meter Setter's, Meter Boxes, Frost-Free Lids and other common water materials from Ferguson Waterworks 295 Interstate Circle Frederick, MD 21704. In the amount not to exceed \$80,000 for the rest of Fiscal Year 26'.

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

Requesting an order to allow the increase of the amount sole source purchases of water meter setter's, meter boxes and frost-free lids from Ferguson Waterworks in the amount not to exceed \$80,000 for the entire fiscal year. With the market still in flux from COVID, the water meter setter's, meter boxes and frost-free lids that the city must use have a very long lead time. We as the city must stay in the proverbial "line" so we have a steady flow of materials coming in. These items are a standing order with all our suppliers. These items are used not only for our mandated cross connection program, but for any water meter replacement that is outside of the home. Water meters are a large part of our city's revenue, without being able to have the materials on hand or the availability to get them quickly could play a role in our monthly revenue. We have exceeded our yearly goals, with hard work, a really bad winter and multiple additions to projects directed from city hall and engineering that were not budgeted for which has resulted in the increase of the original M& CC order and P.O.'s

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Budget number:

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Grant, bond, etc. reference:



Shannon Berry <shannon.berry@cumberlandmd.gov>

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To: Marty Watts <marty.watts@cumberlandmd.gov>

I approve

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City of Cumberland

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File Attachments for Item:

. Order 28,030 - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost Free Lids from L/B Water Service in the amount not to exceed \$80,000 for the remainder of FY26



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

ORDER NO. 28,030

DATE: June 2, 2026

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

THAT, L/B Water Service, Inc., 550 S. High Street, Selinsgrove, PA 17870 is hereby approved as a sole source vendor for the purchase of Meter Setters, Meter Boxes and Frost Free Lids for the remainder of FY26; and

BE IT FURTHER ORDERED, that FY26 purchases for Meter Setters, Meter Boxes and Frost Free Lids shall not exceed Eighty Thousand Dollars and No Cents (\$80,000).

Raymond M. Morriss, Mayor

Budget: 002.220.39300 Water Meters and Fittings
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Council Agenda Summary

Meeting Date: May 19th, 2026

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Allow the increase of the Sole Source Purchases of Meter Setter's, Meter Boxes, Frost-Free Lids and other common water materials from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$80,000 for the rest of Fiscal Year 26'.

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

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Grant, bond, etc. reference:



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Citco Setters Boxes Sole Source FY26 II.docx

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File Attachments for Item:

. Order 28,031 - authorizing the Chief of Police to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland



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

ORDER NO. 28,031

DATE: June 2, 2026

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

THAT, the Chief of Police be and is hereby approved to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: May 19, 2026

Key Staff Contact: James R. Pyles, Chief of Police

Item Title: Memorandum of Understanding with the Veterans Affairs

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

Authorize the Chief of Police to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, MARTINSBURG, WV
MEDICAL CENTER
AND
Cumberland Maryland City Police Department**

This Memorandum of Understanding (MOU) is entered into between the United States Department of Veterans Affairs (VA) VISN 5 Healthcare System (Martinsburg, WV VA Medical Center) and the Cumberland Maryland Police Department herein after referred to as "parties."

1. PURPOSE. To establish general working relationships between the Martinsburg VA Medical Center Police Service and Cumberland Maryland Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at Department of Veterans Medical Center.

2. REFERENCES.

A) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012

B) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000

C) SOP Chapter II, Section M, Use of Federal and Local Authorities

3. GENERAL.

a. The Department of Veterans Affairs Medical Center is located at 510 Butler Avenue, Martinsburg, WV 25405. Martinsburg, WV Medical Center provides primary, specialty, and extended care to Veterans throughout West Virginia. The mission of the Martinsburg VA Medical Center is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.

b. The Cumberland Maryland Police Department has concurrent jurisdiction with the Federal Government over Martinsburg, WV VA Medical Center hospital's properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on Martinsburg, WV VA Medical Center properties.

4. RESPONSIBILITIES.

a. Martinsburg, WV VA Medical Center Police Service will:

(1) Maintain law and order and enforce Federal and state laws and VA regulations at the Martinsburg, WV VA Medical Center, including the building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.

(2) Provide primary initial response to any and all incidents or emergency situations at the Department of Veterans Affairs Medical Center, Martinsburg, WV.

b. Cumberland Maryland Police Department Will:

(1) Respond to Martinsburg WV VA Medical Center Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

(A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.

(B) Crimes involving armed robberies of funds, drugs, or properties where the individuals committing the crimes leave VA police jurisdiction.

(C) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.

(D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles clear access to the facility.

5. On December 5, 2020, the 116th Congress passed Public Law 116-214, The Veterans Comprehensive Prevention, Access to Care, and Treatment Act of 2020 (COMPACT Act). This law in part was created to make certain improvements relating to the transition of individuals to services from the Department of Veterans Affairs, suicide prevention for Veterans, and services for women Veterans.

(1) Section 205 (b) (2) requires Crisis intervention and de-escalation skills, including the use of interactive training.

a. 205 (c) states that The Secretary shall ensure that the annual training provided to Department police officers at a medical facility of the Department under subsection (a) is provided in consultation with law enforcement training accreditation organizations and the mental health experts at such facility.

b. 205 (d) states that the Secretary shall ensure that each police force of a facility of the Department develops a plan to enter into partnerships with local community mental health organizations and experts, local community Veterans organizations, and local community criminal justice organizations and experts.

c. The VA intends to be fully compliant with Section 205 of Public Law 116-214 by establishing this national standard operation procedure to support VA police unit engagement with local entities.

(d) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

6. ACCEPTANCE & RATIFICATION

a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.

b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days' written notice to the other party.

c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents and an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, MARTINSBURG, WV
MEDICAL CENTER
AND
Cumberland Maryland Police Department**

**FOR DEPARTMENT OF VETERANS AFFAIRS MARTINSBURG WV VA MEDICAL
CENTER**



Troy J. Covington
Chief of Police, U.S. Dept. Veterans Affairs
Martinsburg, WV VA Medical Center

4/29/2020

Date



Kenneth W. Allensworth, FACHE
Executive Center Director / CEO

5/7/26

Date

FOR Cumberland Maryland Police Department

James Pyles, Chief of Police

Date

File Attachments for Item:

. Order 28,032 - rescinding Order No. 27,791, originally approved on August 6, 2025, due to the rising cost of unleaded gasoline and diesel fuel and accepting the Allegany County Commissioners' fuel contract of Inventory Unleaded Gasoline and Diesel Fuel from Oakland Oil and Propane (dba Stuck Enterprises) in the not to exceed amount of \$340,000, in accordance with City Code Section 2-171(c) relative to piggyback contracts



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

ORDER NO. 28,032

DATE: June 2, 2026

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

THAT, Order No. 27,791 approved on August 6, 2025, be and is hereby rescinded due to the rising cost of gasoline and diesel; and

BE IT FURTHER ORDERED THAT, the Allegany County Commissioners' fuel contract of Inventory Unleaded Gasoline and Diesel Fuel from Oakland Oil and Propane (dba Stuck Enterprises), 1 East Potomac Street, Cumberland, MD, 21502, be and is hereby accepted in the not to exceed amount of Three Hundred Forty Thousand Dollars and No Cents (\$340,000.00); and

BE IT FURTHER ORDERED, that the City of Cumberland will be piggybacking off of the Allegany County Commissioners' fuel contract, in accordance with City Code Section 2-171(c).

Mayor Raymond M. Morriss

Budget: 001.141.03 (Inventory Gasoline)
001.141.04 (Inventory Diesel)

Council Agenda Summary

Meeting Date: June 2, 2026

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the County Commissioners of Allegany County, MD fuel contract of Unleaded Gasoline and Diesel Fuel from Oakland Oil and Propane, 1 E Potomac St, Cumberland, MD 21502 for an amount not to exceed \$340,000.

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

Requesting an order to rescind the original Order, approved August 6, 2025 due to the rise of gasoline and diesel prices and accepting the County Commissioners of Allegany County, MD fuel contract of Inventory Gasoline and Diesel Fuel from Oakland Oil and Propane, for an amount not to exceed \$340,000. We will be piggybacking off of the County Commissioners of Allegany County, Maryland Contract. This is in accordance with the City Code Section 2-171 (c) – Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

Amount of Award:

\$340,000

Budget number:

001.141.03 (Inventory Gasoline)

001.141.04 (Inventory Diesel)

Grant, bond, etc. reference:

N/A

SIGNATURE TO BID

Note: When submitting your Bid, please use this page as a cover sheet.

Each Bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign Contracts. All correspondence concerning the Bid and Contract, including Notice of Award, copy of Contract and Purchase Order, will be mailed or delivered to the address shown on the Bid in the absence of written instructions from the Bidder or Contractor to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the Bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this Contract are the County's property. The County has the right to use or reproduce any documents, materials, data, including confidential information, used in or developed as a result of this Contract. The County may use this information for its own purposes, or use it for reporting to Federal Agencies. The Contractor warrants that it has title or right of use all documents, materials, or data used or developed in connection with this Contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor and supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

Bidder must sign here and return this page and the proposal page in addition to submitting any documents called for by the General Bid Conditions and Specifications.

By signing here, Bidder does hereby attest that he/she has read fully the instructions, conditions and general provisions and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal sheet(s).

Company: Civilian Aid & Response
Address: 1. E. Potomac St. Cambridge, MD 21502

Authorized
Signature: [Signature]

Title: CEO

Phone No.: 724-998-5473

Date: 6/30/25

☐ Please check here if you do not wish to remain on our Bidder's List for this category.

Request for Local Bid Preference

Oakland Oil & Propane
(Vendor Name)

maintains a bonafide place of business located in

Allegany County, Maryland for the manufacture or processing of the commodities on which the bid is submitted and in the case of a corporation, is duly qualified to do business and is in good standing under laws of the State of Maryland. As such, we hereby request local preference of 5% on the following project under Allegany County Code Section 38-8. (Note: Commodities include supplies, materials, equipment, contractual services, engineering services or any other article or thing used by or furnished to the County under this bid procurement.)

Project Description: Fuel Distribution

License Number: 10308 - Gas / 30480 - Diesel

Vendor:

Oakland Oil & Propane

By Matt Armstrong

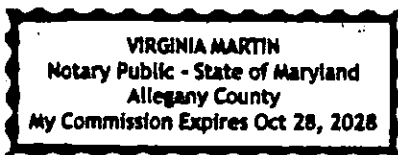
Name Matt Armstrong
(please type)

Allegany County Address:

1 E. Potomac St.

Cumberland MD 21502

Phone: 301-772-6080



(Seal)

Attest:

Virginia Martin

Name Virginia Martin
(please type)

Title Notary Public

FUEL BID PROPOSAL SHEET

Business Name: Caldwell Oil + Propane
 Contact Person: Ryan Vance Title: COO
 Address: 1. E. Potomac St. Cumberland MD 21502
 Phone: 724-998-5473 Fax: 724-852-1798
 Email: rvance@jacobspectro.com

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

Caldwell Oil + Propane
 Business Name

[Signature]
 Signature

Tank Wagon Deliveries

		A	B	C	D	E
	Fuel Type	Average Morning/10AM Altoona OPIS Rack Price 6/30/25	Markup (4 Decimal Places)	Bid Price A + B	Estimated Quantity Gallons	Total C x D
1	Unleaded Gasoline (including State tax)	$\frac{2.1586 - \text{Opis Avg} + .46 - \text{MD Gas Tax}}{2.6186}$	.03 ⁵	2.65 ³⁶	164,200	\$437,721.12
2	Ultra Low Sulfur Diesel Fuel (excluding all taxes)	$2.4082 - \text{Opis Avg}$	.04 ⁵	2.45 ³²	164,150	\$402,692.78
	Grand Total (Total 1 + Total 2)					\$838,413.90

Basis of Award: Contract will be awarded based on lowest Grand Total submitted by a responsive, responsible bidder, taking into account local bid preference, as required.

Fuel Additives, Dyes, Federal and State Fees:

1. HPFI Additive: \$.04 per gallon
2. Winter Additive EC-1: \$.045 per gallon
3. Federal Oil Spill Fee: \$.00628 per gallon
4. Federal LUST: \$.001 per gallon
5. MD State Motor Fuel: \$.46-gas per gallon
6. Md Oil Transfer Fee: \$ N/A per gallon

Notes: Transfer fee included in Markup

Name of fuel source: Husky Marketing

Address of fuel source: 664 Burns Ave Allena PA 16601

Contact Person: Brad Nelf

Phone No.: 814-946-7089 Fax No.: 814-946-7090

MOTION

By motion duly carried by the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Consent Agenda for the July 10, 2025 Commissioners' Public Meeting:

Awarded FY2026 contract for unleaded gasoline & ultra low sulfur diesel to Oakland Oil & Propane, 1 E. Potomac St, Cumberland, MD 21502 in the amount of \$838,413.90.

VOTE:

yes
DJC

absent
CVB

yes
WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Samantha L. Logsdon, County Clerk to the Commissioners of Allegany County, Maryland, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on July 10, 2025.

By Samantha L. Logsdon
Samantha L. Logsdon, County Clerk

S E A L

Dept.: Public Works – Roads
Account No.: 1465
Contact Person: Daniel S. DeWitt, P.E.

File Attachments for Item:

. Order 28,033 - authorizing the execution of a Memorandum of Understanding by and between the MD Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland for the administration of the federally funded Section 8 Housing Choice Voucher Program in the City of Cumberland for the term retroactive to July 1, 2026 and through June 30, 2029



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

ORDER NO. 28,033

DATE: June 2, 2026

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding by and between the Maryland Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland for the administration of the federally funded Section 8 Housing Choice Voucher Program in the City of Cumberland for the term July 1, 2026 through June 30, 2029.

Raymond M. Morriss, Mayor

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF
FEDERALLY FUNDED SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
IN THE CITY OF CUMBERLAND**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made as of the date fully executed (the “Effective Date”), by and between the **Department of Housing and Community Development**, 7800 Harkins Road, Lanham, Maryland 20706 (“DHCD”), a principal department of the State of Maryland (the “State”) and the **Mayor and City Council of Cumberland**, Maryland, P.O. Box 1702, 57 North Liberty Street, Cumberland, Maryland 21501.

WHEREAS, DHCD has entered into a Consolidated Annual Contributions Contract, as amended and revised from time to time (the “ACC”) with the U.S. Department of Housing and Urban Development (“HUD”) to receive federal housing subsidy funds under the Section 8 Housing Choice Voucher Program (the “Program”) and has authority to serve as a Public Housing Agency (“PHA”) in utilizing these funds throughout the State; and

WHEREAS, DHCD desires to use a portion of these funds to administer the Program in the Local Jurisdiction; and

WHEREAS, DHCD is willing to allocate a portion of its Annual Budget Authority to the Local Jurisdiction to administer the Program in the Local Jurisdiction; and

WHEREAS, HUD determines annually the amount of funding that DHCD receives and, by extension, the amount provided to the Local Jurisdiction; and

WHEREAS, HUD assigns a baseline number of vouchers to DHCD each year to be used throughout the State, DHCD will assign a portion of these vouchers to the Local Jurisdiction to serve its low-income families;

NOW WHEREFORE, DHCD and the Local Jurisdiction in consideration of their respective obligations hereinafter set forth, enter into the following Agreement:

1. **Term of Agreement.** This Agreement shall begin on July 1, 2026 and shall continue until agreed upon services are completed, but in any case shall terminate no later than on June 30, 2029.

2. **Scope of Services.**

A. DHCD shall assign a baseline of **385** vouchers to the Local Jurisdiction. DHCD shall have the unilateral right to change in writing the number of vouchers at any time.

B. With the concurrence, or at the direction of DHCD, the Local Jurisdiction shall provide DHCD with all services and equipment necessary to administer the Program in the Local Jurisdiction.

C. The Local Jurisdiction shall do, perform and carry out in a manner satisfactory to DHCD all of the following:

1. Make known to the public the availability and nature of housing assistance for lower-income families. Such public notices shall meet all applicable HUD requirements.

2. Invite owners to make dwelling units available for leasing and develop working relationships with property owners, management companies and appropriate associations and groups.

3. Receive and review applications and establish and maintain a waiting list for applicants for Housing Choice Vouchers.

4. Determine applicant family eligibility for the Program, in accordance with schedules and criteria established by HUD, and select families for assistance in accordance with the approved equal opportunity housing plan. Notify families determined to be ineligible.

5. Issue Housing Choice Vouchers, provide voucher holder packets and brief families concerning their responsibilities and the responsibilities of the property owner. Provide information to voucher holders on applicable housing quality standards and inspection procedures, search for and selection of housing and basic Program regulations.

6. Review and approve Requests for Tenancy Approval for the proposed unit and establish rent reasonableness. Determine whether or not the requested lease and contract are acceptable. Inspect the unit in accordance with HUD's Housing Quality Standards. Advise owners of defects and/or deficiencies to be corrected prior to approval.

7. Determine Total Tenant Payment Amounts.

8. Determine amounts of Housing Assistance Payments on behalf of families. Determine tenant rent portions. Determine utility reimbursement payments.

9. Execute Housing Assistance Payments Contracts with owners.

10. Receive Program contributions from DHCD, properly account for such contributions, authorize and disburse payments to owners.

11. Re-examine family composition, household income, allowable deductions and exclusions, Total Tenant Payments and Housing Assistance Payments in accordance with HUD regulations.

12. Reset amount of rent payable by the family and reset the amount of housing assistance, using any utility allowances that may apply.
13. Inspect units prior to leasing and at least annually to determine if they meet Housing Quality Standards. Notify owners and families of findings.
14. Monitor evictions, in compliance with the requirements of applicable federal and state law and in accordance with HUD regulations.
15. Administer and enforce Housing Assistance Payments Contracts with owners and take appropriate actions in cases of noncompliance or default, including entering into repayment agreements, after consultation with DHCD.
16. Comply with all HUD Equal Opportunity Requirements.
17. Prepare and provide to DHCD all budgets, financial plans, financial reports, vouchers, requests for payments and other financial management documents required by HUD and DHCD in administration of the Program. Prepare and provide to DHCD other reports required by HUD.
18. Provide information for the Annual Plan.
19. Establish and maintain an automated system to enter Program data into HUD's PIH Information Center ("PIC") system. Enter Program information into the system using the schedule mandated by HUD.
20. Accept sanctions when HUD reduces fees due to failure to enter information into HUD's PIC system on schedule.
21. Maintain all records required for the administration of the Program. Assure that actual Program operating costs do not exceed HUD and DHCD approved budget allowances.
22. Maintain an active working relationship with DHCD.
23. Notify DHCD promptly of all problems regarding the Program generally and, where appropriate, of problems regarding particular owners and families.
24. Prepare and provide to DHCD any reports required to allow DHCD to exercise its responsibilities under the Program.
25. Prepare or submit data for utility allowance schedules, rental housing surveys, fair housing affirmative action plans, etc., as required by HUD regulations.

D. DHCD shall provide the Local Jurisdiction with the following services and materials in connection with the Program:

1. An approved Program application to HUD, including an Administrative Plan, a Fair Housing Affirmative Action Plan and a Schedule of Utility Allowances.
2. Sufficient quantities of printed materials, including information brochures, materials for participants and landlords, forms for reporting to DHCD, and other items.
3. Program administrative and management materials, including record keeping and reporting forms.
4. Provide review and reconciliation of financial statements and submissions.
5. Provide monitoring of the Program.
6. Provide annual Housing Quality Control Inspections.

E. DHCD shall have the unilateral right to order in writing changes in the work within the scope of this Contact.

3. **System of Administration and Administrative Forms.** The Local Jurisdiction shall perform its obligation hereunder in accordance with the system for administration developed by DHCD, and HUD. The Local Jurisdiction agrees to utilize administrative forms prescribed by DHCD unless specific permission to modify or not utilize a particular form is granted, in writing, by DHCD.

4. **Compensation and Method of Payment.** For each unit under a Housing Assistance Payments (HAP) Contract for which DHCD is serving as the Public Housing Agency (PHA), the Local Jurisdiction will be compensated monthly in the amount of seventy-two and one half percent (72.5%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD. This fee will be automatically adjusted to sixty-seven- and one-half percent (67.5%) upon implementation of the new software system, and payment processing assumed by the state of Maryland, which is expected to deliver operational efficiencies, and save subcontractors overhead costs. The revised fee will reflect the cost savings achieved and will take effect in the first billing cycle following the software's go-live date. The Department may establish a rate that will consider proportionately all areas in which participants are located. DHCD reserves the right to change the rate schedule associated with the local jurisdiction. This compensation shall be received for each unit under HAP Contract as of the first of the month and shall terminate upon termination of the HAP Contract for that unit.

If the Local Jurisdiction is billed for payments according to the HUD rules for portability for a unit under HAP Contract which is located in a jurisdiction in which DHCD does not serve as the PHA (DHCD positioned as initial PHA), but which unit is occupied by a tenant holding a voucher for which DHCD is the PHA, the Local Jurisdiction will be compensated the lower of

ninety percent (90%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD or 100% of the receiving PHA's column B rate less any HUD prorated funding reduction applied by DHCD.

If the Local Jurisdiction is billing payments according to the HUD billing requirements implemented through the publication of the final portability rule (DHCD positioned as the receiving PHA), the Local Jurisdiction will be compensated the lower of 70% of the initial PHA's column B administrative fee rate less any HUD prorated funding reduction applied by DHCD or sixty-seven and one half percent (67.5%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD. DHCD may deduct from and set-off against any amounts due and payable to the Local Jurisdiction for excess portability fees collected.

The administrative fee is an amount established and published by HUD. Future adjustments in the administrative fee earning shall be effective on the first day of the month subsequent to the date of HUD's publication of revised administrative fees.

The Local Jurisdiction shall keep and maintain, in the form and manner prescribed by DHCD, and furnish to DHCD, upon request, all records of occupancy, leases and HAP Contracts. In the event of any change in HUD's rate of compensation under the Program to be administered by the Local Jurisdiction under this Agreement, DHCD may renegotiate the amount of compensation under this section or terminate this Agreement as provided for in the Termination of Agreement for Convenience provision of this Agreement.

5. **Federal Tax Identification Number.** The Local Jurisdiction's federal tax identification number is 52-6000786.

6. **Funding, Disbursement and Accounting.** Until otherwise notified by DHCD, the Local Jurisdiction agrees to place all funds received pursuant to this Agreement in separate bank accounts or within special accounts in the appropriate municipal or city/county financial system. DHCD will remit to this account monthly an amount (1) representing an advance of sum of the anticipated housing assistance payments, and (2) administrative fees due and owing for the prior month as described in this Agreement. The Local Jurisdiction shall make monthly payments to the cooperating lessors and shall account for all disbursements by submitting such documents to DHCD as may be required.

It is anticipated that DHCD will begin utilizing new software to make the process of issuing and tracking HCVP payments more efficient. DHCD will provide the Local Jurisdiction with the necessary log-ins and with training opportunities on the use of the software. The Local Jurisdiction and its subcontractors agree to utilize this software for funding, disbursements, and accounting as directed by DHCD once DHCD finalizes the software rollout.

7. **Incorporation of ACC.** Each and every obligation, responsibility and covenant assumed by DHCD in the ACC with HUD is expressly incorporated herein and made a part hereof and shall be performed by the Local Jurisdiction in accordance with the terms and provisions set forth therein and within the scope of this Agreement. The ACC is kept by DHCD and the Local

Jurisdiction may review the ACC at such time and place as agreed upon between the parties hereto.

8. **Insurance.** The Local Jurisdiction shall provide and maintain at its expense during the term of this Agreement, the following insurance coverage with companies satisfactory to DHCD:

A. Comprehensive automobile liability written on automobiles owned, not owned and/or leased in an amount for combined single limit public liability coverage of not less than \$300,000 or the minimum required by law, whichever is greater;

B. Comprehensive general liability, in an amount not less than \$100,000 or the minimum required by law, whichever is greater, which includes contractual, completed operations, and personal injury coverage with the fellow employee coverage deleted;

C. Workmen's Compensation insurance broad form, with employer's liability of \$100,000 or the minimum required by law, whichever is greater, for all persons engaged in work for the Contract;

D. In form acceptable to DHCD, the Local Jurisdiction shall supply for the term of this Agreement, a fidelity bond with a single incident coverage of not less than **\$175,000** or other assurance for the faithful performance of duties for any and all employees or agents of the Local Jurisdiction who handle or disburse monies pursuant to this Agreement;

Evidence of the above insurance requirements will be required at initial Agreement execution. The policies will be received and approved for acceptability by DHCD. The Local Jurisdiction further asserts that coverage will be maintained as specified as long as this Agreement is in effect and will notify DHCD of any changes in coverage or carriers.

If the Local Jurisdiction fails for any reason to provide and maintain any of the insurance policies required herein, DHCD in its sole discretion may obtain any such insurance at the expense of the Local Jurisdiction and may deduct any costs, including premiums, related thereto from any payments due to the Local Jurisdiction under this Agreement.

9. **Responsibility for Claims and Liability; Indemnification.**

A. The Local Jurisdiction shall be responsible for all damages to life and property due to its activities or those of its agents or employees, in connection with the services required under this Agreement.

B. The Local Jurisdiction hereby indemnifies and holds harmless DHCD and the State, their respective officers, agents and employees from and against all claims, suits, damages, losses, liabilities, and expenses, of every name and description, including attorneys' fees, arising out of or resulting in any manner from the Local Jurisdiction's performance, or any of its agents or employees, of this Agreement, except for claims, suits, judgments, expenses, actions, damages and costs arising from acts that are solely attributable to DHCD, its officers, agents or employees.

C. The Local Jurisdiction shall immediately notify DHCD of any claim or suit made or filed against the Local Jurisdiction or its subcontractors regarding any matter resulting from or relating to the Local Jurisdiction's obligations under this Agreement, and will cooperate, assist, and consult with DHCD in the defense or investigation of any claim, suit, or action made or filed against DHCD or the State as a result of or relating to the Local Jurisdiction's performance under this Agreement.

D. DHCD and the State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Agreement.

10. **Final Agreement.** This Agreement, including all exhibits and other documents incorporated by reference, constitutes the entire agreement of the parties hereto and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this agreement are superseded by this Agreement.

11. **Amendment and Modification.** All amendments to this Agreement must first be approved in writing by DHCD, subject to any additional approvals required by State law. No amendment or modification to this Agreement shall be binding unless in writing and signed by the parties hereto.

12. **Governing Law.** This Agreement shall be governed by the law of the State of Maryland.

13. **Commercial Nondiscrimination.**

A. As a condition of entering into this Agreement, the Local Jurisdiction represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Local Jurisdiction may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, , sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Local Jurisdiction retaliate against any person for reporting instances of such discrimination. The Local Jurisdiction shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Local Jurisdiction understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Local Jurisdiction shall include this clause in all sub-contracts.

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

14. **Living Wage.** Intentionally omitted.

15. **Compliance with ADA.** The Local Jurisdiction shall comply with the Americans with Disabilities Act ("ADA"), 42 USC §§ 12101 *et seq.* and applicable regulations. To the extent required by the ADA, the Local Jurisdiction's facilities, services, and programs shall be accessible to persons with disabilities. The Local Jurisdiction shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA.

16. **Federal Lobbying Prohibition.** In accordance with 31 U.S.C. § 1352, DHCD and the Local Jurisdiction, and any subcontractors are prohibited from using any federal funds for the purpose of lobbying Congress or any federal agency in connection with the awarding of a particular Agreement, grant, cooperative agreement, or loan. Any recipient of federal funds that received over \$100,000 in federal monies must also file a "Disclosure of Lobby Activities" form (Federal Form SF LLL). The Local Jurisdiction hereby specifically agrees to abide by all applicable requirements of 31 U.S.C. § 1352.

17. **Political Contributions.**

A. The Local Jurisdiction shall not use any funds received under this Agreement to make contributions:

1. to any persons who hold, or are candidates for, elected office;
2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

B. If, in any fiscal year ending during the term of this Agreement, the Local Jurisdiction derives more than fifty percent (50%) of its operating funds from State funding, it shall not contribute any money or thing of value:

1. to any persons who hold, or are candidates for, elected office;

2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

C. This section is intended to ensure that administrative fees earned under this Agreement shall only be used as required by HUD for activities related to the provision of Section 8 tenant-based rental assistance, including related development activities. Examples of related development activities include, but are not limited to, unit modification for accessibility purposes and development of project-based voucher units. For purposes of this section, contributions do not include legitimate salaries paid by the Local Jurisdiction.

18. **Drug and Alcohol-Free Workplace.** The Local Jurisdiction and DHCD shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this Agreement.

19. **Subcontracting or Assignment.** The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Agreement nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of DHCD, who reserves the right to withhold such consent for any reason DHCD or the State deems appropriate. Such written consent shall not be required for the purchase by the Local Jurisdiction of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement. No provision of this section and no such approval by DHCD of any subcontract shall in any event give rise to any obligations by DHCD in addition to the total contract price, and DHCD shall not be responsible for fulfillment of the Local Jurisdiction's obligation to subcontractors.

20. **Dissemination of Information.** During the term of this Agreement, the Local Jurisdiction shall:

A. Not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written consent of DHCD. To ensure compliance with HUD requirements, if the Local Jurisdiction receives a request for information, data or records pursuant to the Maryland Public Information Act or any applicable federal equivalent related to the services or performance of the services under this Agreement, the Local Jurisdiction shall promptly give written notice of the request to DHCD and shall consult with DHCD in responding to the request.

B. Indemnify and hold harmless DHCD and the State, their respective officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Agreement by the Local Jurisdiction, its agents or employees.

21. **Retention of Records.** The Local Jurisdiction shall retain and maintain all records and documents relating to the services provided under this Agreement for a minimum period of three (3) years after final payment under this Agreement by DHCD and shall make such records and

documents available at all reasonable times for inspection and audit by DHCD, the State, HUD, and their respective agents and employees.

22. **Financial Disclosure.** Intentionally omitted.

23. **Compliance with Laws.** The Local Jurisdiction hereby represents and warrants:

A. That it is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

C. That it shall comply with all federal, State and local laws, ordinances and rules and regulations applicable to its activities and obligations under this Agreement.

D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

24. **Termination of Multi-Year Agreement.** If funds are not appropriated or if funds are not otherwise made available for continued performance of this Agreement for any fiscal period, this Agreement shall be automatically cancelled at the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not affect either DHCD's rights or the Local Jurisdiction's rights under any other termination clause in this Agreement. The effect of termination of this Agreement pursuant to this paragraph will be to discharge both the Local Jurisdiction and DHCD from future performance of this Agreement, but not from their obligations existing at the time of termination. The Local Jurisdiction shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Should funds be unavailable for any fiscal period of this contract succeeding the first fiscal period, DHCD shall promptly notify the Local Jurisdiction when DHCD has knowledge that the funds are not available for such succeeding fiscal period.

No payment shall be made hereunder by DHCD except out of funds received from HUD and this Agreement shall remain in full force and effect so long as DHCD continues to receive Program funds to discharge DHCD's obligations under this Agreement as they may become due.

25. **Termination of Agreement for Default.** If the Local Jurisdiction does not fulfill its obligations under this Contract or violates any provision of this Agreement, DHCD may terminate this Agreement by giving the Local Jurisdiction written notice of termination. Termination under this paragraph does not relieve the Local Jurisdiction from liability for any damages caused to DHCD. All finished or unfinished work products provided by the Local Jurisdiction shall, at

DHCD's option, become DHCD's property. DHCD shall pay the Local Jurisdiction fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Local Jurisdiction's breach.

26. **Termination of Agreement for Convenience.** DHCD may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Local Jurisdiction specifying the extent and the effective date of the termination. DHCD shall pay all reasonable costs associated with this Agreement that the Local Jurisdiction has incurred up to the date of termination and all reasonable costs associated with termination of this Agreement. DHCD will pay all reasonable costs associated with this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

27. **Delays and Extensions of Time.**

A. The Local Jurisdiction agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

B. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Local Jurisdiction, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Local Jurisdiction or the subcontractors or suppliers.

28. **Suspension of Work.** DHCD unilaterally may order the Local Jurisdiction in writing to suspend, delay, or interrupt all or any part of the work for such period of time as DHCD may determine to be appropriate for the convenience of DHCD or the State.

29. **Remedies.** In addition to, or in combination with, any other rights or remedies which DHCD may have under this Agreement, DHCD may exercise the remedies hereinafter specified.

A. **Correction of Errors, Defects and Omissions.** The Local Jurisdiction agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Agreement, without undue delays and without cost to DHCD. The acceptance of the work set forth herein by DHCD shall not relieve the Local Jurisdiction of the responsibility of subsequent correction of such errors.

B. **Set-Off.** DHCD may deduct from and set-off against any amounts due and payable to the Local Jurisdiction any back-charges, penalties, or damages sustained by the DHCD, its agents, employees or recipients of its services, by virtue of any breach of the Local Jurisdiction to perform the services or any part of the services in a satisfactory manner. Nothing

herein shall be construed to relieve the Local Jurisdiction of liability for additional cost resulting from a failure to satisfactorily perform the services.

30. **Waiver.** No waiver of a right or remedy of a party shall constitute a waiver of another right or remedy of that party.

31. **Responsibility of the Local Jurisdiction.**

A. The Local Jurisdiction shall perform the services with that standard of care, skill, and diligence normally provided by a local housing authority in the performance of services similar to the services hereunder.

B. Notwithstanding any review, approval, acceptance or payment for the service by DHCD, the Local Jurisdiction shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other material furnished by the Local Jurisdiction under this Agreement.

C. If the Local Jurisdiction fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, and such failure is made known to the Local Jurisdiction within two (2) years after expiration of this Agreement, it shall if required by DHCD, perform at its own expense and without additional cost to DHCD, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Local Jurisdiction's failure, as provided under Section 29 of this Agreement.

D. The Local Jurisdiction shall obtain the services of an independent, Certified Public Accountant to perform an organization-wide Single Audit of the Local Jurisdiction in accordance with the Single Audit Act of 1984 and amendments thereto, and OMB Circulars A-128 or A-133 as appropriate ("Audit"). The Audit shall cover the entire operations of the Local Jurisdiction and shall comply with Generally Accepted Government Auditing Standards for Financial and Compliance Audits as contained in the Standards for Audit of Government Organizations, Programs, Activities, and Functions (1988 Revision), issued by the U.S. General Accounting Office. The Audit is due to DHCD within nine (9) months after the end of the Local Jurisdiction's fiscal year.

32. **Ownership of Documents and Materials.** The Local Jurisdiction agrees that all documents and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Local Jurisdiction under the terms of this Agreement shall be at any time during the performance of the services made available to DHCD upon request by DHCD and shall become and remain the exclusive property of DHCD upon termination or completion of the services. DHCD shall have the right to use the same without restriction or limitation and without compensation to the Local Jurisdiction other than that provided in this Agreement. DHCD shall be the owner for the purposes of copyright, patent or trademark registration.

If the Local Jurisdiction obtains or uses for purposes of this Agreement, or subcontracts for any design, device, material, or process covered by letters of patent for copyright, it shall

provide an assignment to DHCD of ownership for purposes of copyright, patent or trademark and of all rights to possess and to use such design, device, material or process, and a copy of a legally sufficient agreement with the patentee or owner.

The Local Jurisdiction shall indemnify and save harmless DHCD and the State from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless DHCD and the State, their respective officers, agents, and employees with respect to any claim, action, costs or infringement, or for royalties or user fees arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Agreement.

33. **Severability.** If a court of competent jurisdiction renders any provision or portion of a provision of this Agreement invalid or otherwise unenforceable, that provision or portion of a provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of a provision were not part of this Agreement.

34. **Headings and Section References; Construction.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

35. **Administrative Officers; Notices.**

A. DHCD designates Catherine Waterman as Project Monitor. Contact information for the Project Monitor is as follows:

Address: 7800 Harkins Road
Lanham, Maryland 20706
Telephone: (301) 429-7776
Facsimile: (410) 558-6579

B. The Local Jurisdiction designates _____ as Administrative Officer. Contact information for the Administrative Officer is as follows:

Address: _____

Telephone: (____) _____ - _____
Facsimile: (____) _____ - _____

C. Service of any notice under this Agreement shall be complete upon mailing such notice, postage prepaid to the Project Monitor, if such notice is to DHCD, or to the Administrative Officer, if such notice is to the Local Jurisdiction.

36. **Review of Insurance Documentation.** The insurance documentation of the Local Jurisdiction required under this Agreement has been reviewed and approved for acceptability this _____ day of _____, 2026.

DHCD Project Monitor

37. **Legally Binding Agreement.** This Contract shall become legally binding on the parties hereto upon execution by DHCD, subject to any required approvals by DHCD, the State or HUD, provided it has first been executed by the Local Jurisdiction.

38. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The words “executed”, “execution”, “signed”, “signature”, and words of like import in this Agreement shall be deemed to include electronic signatures, whether digital or encrypted, each of which shall be of the same legal effect, validity or enforceability as a manually executed, handwritten original signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the signatures of the parties hereto and the dates thereof:

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____ (SEAL)

Name: _____

Title: Mayor, City of Cumberland

Date: _____

Approved as to legal form:

City of Cumberland Attorney

Date

**MARYLAND DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT**

By: _____ (SEAL)

Date: _____

Approved as to legal form and sufficiency:

Assistant Attorney General

Date

File Attachments for Item:

. Order 28,034 - rescinding Order No. 28,011 originally approved on May 5, 2026, due to a change in vendor name and accepting the proposal from Don Parker Sales for the purchase of (3) Three New Garage Lifts in the not to exceed \$59,969 utilizing pricing through COSTARS Cooperative in accordance with City Code Section 2-171(c) regarding purchasing cooperatives



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

ORDER NO. 28,034

DATE: June 2, 2026

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

THAT, Order No. 28,011, originally approved on May 5, 2026, be and is hereby rescinded due to a change in vendor name; and

BE IT FURTHER ORDERED THAT, the proposal from Don Parker Sales, 1870 Babcock Blvd., Pittsburgh, PA, 15209 for the purchase of (3) Three New Garage Lifts be and is hereby approved in the not to exceed amount of Fifty Nine Thousand Nine Hundred Sixty Nine Dollars and No Cents (\$59,969.00); and

BE IT FURTHER ORDERED THAT, this pricing is through COSTARS Cooperative and is in accordance with City Code Section 2-171(c), pertaining to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget: 115.071G.62000

Council Agenda Summary

Meeting Date: June 2, 2026

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of Three (3) New Garage Lifts from Don Parker Sales, 1870 Babcock Blvd., Pittsburgh, PA 15209 for an amount not to exceed \$59,969.

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

Requesting an order to rescind the original order approved May 5, 2026 due to vendor name change and accept the purchase of Three (3) New Garage Lifts from Don Parker Sales for an amount not to exceed \$59,969. Don Parker Sales is offering us COSTARS Cooperative pricing which is in accordance with Section 2-171 (c) - *Purchasing cooperatives, state and local government contracts (piggybacking contracts)*. These new lifts will be used in daily operations by the Fleet Maintenance Technicians.

Rotary 4 Post Lift - \$26,767

Forward DP15 Two Post - \$19,537

Rotary SPO12 Two Post - \$13,665

Amount of Award:

\$59,969

Budget number:

115.071G 62000

Grant, bond, etc. reference:

N/A

Don Parker Sales
1870 Babcock Blvd.
Pittsburgh, PA 15209
United States

Phone: 412-821-4085

Quote #	4700
Date	May 15, 2026
Expires	June 14, 2026
Contact	Ed Keebler

Prepared for Brian Broadwater
City of Cumberland
215 bowen st
Cumberland, MD 21502
United States

Phone: 301-759-6627
Email: brian.broadwater@cumberlandmd.gov

ACCEPT QUOTE

COSTARS QUOTE Vendor# 151669/008-E23-1154

We Are Pleased To Provide The Following Quote

Category	Item	Qty	Price	Total
Service	Lift Disassembly Disassemble and dispose of existing lift	1	\$600.00	\$600.00
Product	SM14-EL Capacity: 14,000 lbs. 215" wheelbase Cars. SUVs. Trucks. Vans. They can all drive right onto the SM14 and be in the air in no time. The gold standard of four post lifts, the SM14 is engineered with single-piece, non-welded runways to provide maximum long-lasting strength. Its louvered ramps provide improved traction and come with a powder-coated Hammer Tone paint finish for improved durability. And most importantly, the SM14's adjustable latch bars ensure that the runways are level at any of the multiple locking positions. • Cylinders under the runways protect them from corrosives and physical damage • Louvered ramps for improved traction and less floor gouging • Polymer rollers protect shop floors and allow for quieter operation • Powder-coated Hammer Tone paint finish for longer paint life • Adjustable latch bars keep runways level while in locking positions • 20" single-piece, non-welded runway with tracks for rolling jacks • ALI Gold Certified Manufacturer: Rotary Lift	1	\$14,937.00	\$14,937.00
Product	S100077KIT Rolling Jack and Airline Kit This kit includes one airline assembly (FC5760) and two rolling jack assemblies (RJ7100Y). Manufacturer: Rotary Lift	1	\$11,230.00	\$11,230.00



Category	Item	Qty	Price	Total
				
Product	SPO12 2-post, 12,000 lb. capacity, symmetric columns, 3-stage front and rear arms, truck adapters and height extensions (4) 3.5" tall and (4) 5" tall, 13'8" overall height, 208/230V, single phase Manufacturer: Rotary Lift	1	\$13,665.00	\$13,665.00
				
Product	DP15N001 14'7" tall model DP15 Heavy-Duty Two-Post Lift Features: The DP15 is constructed of high strength heavy gauge steel columns. Large gusseting on substantial base plate foundations provide the stability and support you want for a heavy truck lift. With a capacity of 15,000 pounds, your shop can start working on work trucks, vans, or small buses along with everything else that rolls through the door. Truck Adapter Extensions: The DP15 comes with eight aircraft grade aluminum truck adapter extensions. Four 5" and four 10" adapters allow you to lift a wide range of vehicles. These are heavy-duty adapters without the "heavy". Because they're made of aluminum you'll be able to place and maneuver them without strain. They have a convenient column bracket for storage. Arms: Forward's heavy-duty two-post DP15 has two-stage arms that can easily be extended and retracted while lying on the floor spotting a vehicle. Couple that with the light adapter extensions and you win the spotting large vehicle battle! 2-STAGE ARMS with heavy-duty reinforced gusseting • Extended and retracted from 61" to 38" • 5 1/2" minimum adapter height from floor Manufacturer: Forward Lift	1	\$19,537.00	\$19,537.00
				
Please contact us if you have any questions.			Quote Total	\$59,969.00 USD

ACCEPT QUOTE

ACCEPTANCE – This proposal, upon acceptance by the buyer within the period noted elsewhere in this agreement will constitute a bonafied contract with Seller, subject to all terms and conditions that follow and upon approval of Seller. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this contract; any changes to this contract must be in a written change order. This contract is governed and construed according to the laws of the State of Pennsylvania. Any provision prohibited by the laws of this State shall be ineffective to the extent of such provision without invalidating or modifying the remaining provisions of this contract.

UNDERFLOOR UTILITIES – It is the Buyer's responsibility to notify Seller of any underfloor utilities such as water lines or electric lines. Any damage caused by drilling, sawcutting, or any other floor activity is NOT Seller's responsibility unless proper notification was given prior to work

EXCAVATION CLAUSE – This proposal is predicted on the excavation and removal of normal, stable soil. If soils are encountered that require additional excavation, sloping, backfilling, shoring, pumping, relocation of excavation, hold down devices, or any other additional costs, such costs will be borne by the Buyer at the Sellers current time, material, and rate scale. Such conditions would include, but are not limited to: contaminated soil and/or liquids; underground rock, structures, cables, conduits, piping, poles, sewer lines, manholes, slabs, foundations, water, springs, running soil, or other conditions that may prevent the equipment from being installed and/or endanger personnel or property. When opening a concrete floor, this proposal is based on a floor of 6" or less not requiring additional time or equipment to cut through rebar and concrete.

INSTALLATION - For any equipment that requires air, an air supply with a suitable connection must be within twelve (12) linear feet of equipment location. If there is not an airline within twelve feet, Seller will install additional airline on a time and material basis. For equipment that is bolted to floor, floor must meet manufacturer's specifications in regards to adequate thickness and strength; no expansion joints, control joints, or cracks in concrete may be present at or near anchor bolts. Floor must be level within 1/2" side to side. **Area where equipment is being installed must be clear prior to Sellers arrival.**

Waiting time and/or any additional time required due to changes in location or modification of original scope of work will be invoiced at Seller's time and material basis. Unless specifically quoted, electrical work is not included.

WARRANTY – Seller warrants that their installation will be suitable for the purpose for which it was designed by the Seller and that all work shall be guaranteed free of defects of workmanship for a period of 90 days from date of completion. While the Seller will make warranty repairs and submit to the manufacturer of the product. Final warranty is at the discretion of the manufacturer.

SPECIAL FEES – Unless otherwise stated, no provision is made in this contract for special fees, permits, licenses, and any other fee related to the Buyer's Project. If Seller is requested to furnish same, such charges will be added to the contract price on a time and material basis. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer.

PRICES – Prices quoted are are subject to change or withdrawal without notice due to potential sudden changes from our manufacturers.

PAYMENT TERMS - Unless explicitly agreed prior to commencement of work, payment will be due in full upon completion of the work or services provided. Credit Card Payments incur a 3% surcharge.

File Attachments for Item:

. Order 28,035 - authorizing the execution of an Outdoor Dining Lease Agreement with the Phat Boy Ramen, LLC (DBA Mad Hatter Boba Emporium) and JZ's Pub, LLC for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective May 1, 2026 through October 31, 2026



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

ORDER NO. 28,035

DATE: June 2, 2026

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

THAT, the Mayor be and is hereby authorized to execute an Outdoor Dining Lease Agreement, by and between the Mayor and City Council of Cumberland and:

- Phat Boy Ramen, LLC (DBA Mad Hatter Boba Emporium)
- JZ's Pub, LLC

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining and/or outdoor seating for a term effective May 1, 2026 through October 31, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2026, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **Phat Boy Ramen, LLC DBA Mad Hatter Boba Emporium**("Lessee").

WHEREAS, Lessee operates a restaurant at 48 N. Centre Street, Cumberland, MD 21502;

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

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 7 feet 6 inches and length of 49 feet 0 inches, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **As-Is Condition; No Warranties or Representations.** Except as expressly set forth herein, Lessee accepts the Demised Premises in its as-is where-is condition, with all faults and defects, latent or patent, known or unknown, presently existing or that may arise in the future. The City disclaims all liability and responsibility for any representation, warranty, statement, or information made, communicated, or furnished (orally or in writing) to Lessee or any of its agents, employees or representatives made prior to or following the date of this Agreement unless it is modified as provided for hereinafter.

2. **Term.** The term of this lease shall commence on May 1, 2026, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

8. **Furnishings & Equipment.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. All such furnishings and equipment must be approved by the City before use within said area. Upon the City's request of the City, Lessee shall remove said furnishings and/or equipment from the Demised Premises and store them in a neat and orderly manner.

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

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

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

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

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

14. **Release.** The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and

representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

- a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;
- b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or
- c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

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

- a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.
- b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

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

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

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

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

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

To the City:

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

To Lessee:

Aaron Hamilton
Mad Hatter Boba Emporium
48 N. Centre Street
Cumberland MD 21502

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

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

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

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

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

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

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

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules, and regulations of local, state, and/or federal governments, pertaining to public health concerns, including, but not limited to, pandemics.

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Allison K. Layton
City Clerk

By: _____
Raymond M. Morriss, Mayor

Phat Boy Ramen, LLC

Witness

 (Seal)
Signature

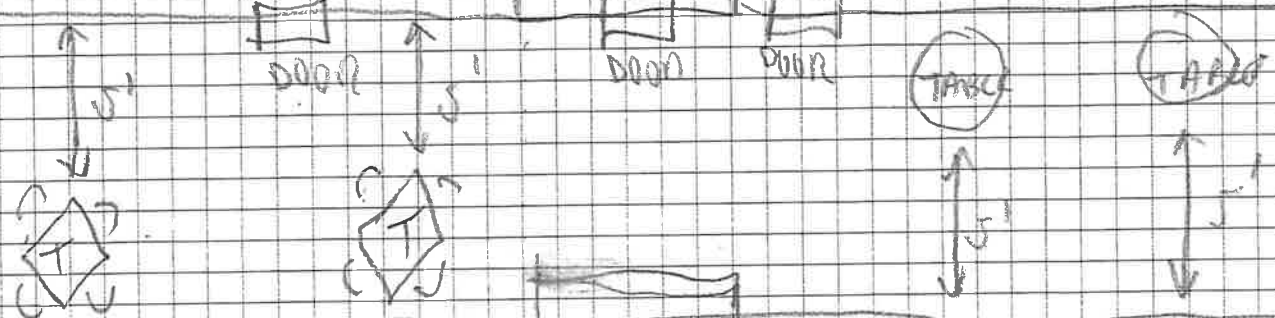
AARON HAMILTON
Printed Name

MANAGING DIRECTOR
Position

42 N CENTER

44-46

48 N CENTER



← 40' →
N CENTER STR

FREDERICK STR

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2026, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **JZ's Pub LLC** ("Lessee").

WHEREAS, Lessee operates a restaurant at 49-51 N. Centre Street, Cumberland, MD 21502;

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

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 36 feet and length of 53 feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **As-Is Condition; No Warranties or Representations.** Except as expressly set forth herein, Lessee accepts the Demised Premises in its as-is where-is condition, with all faults and defects, latent or patent, known or unknown, presently existing or that may arise in the future. The City disclaims all liability and responsibility for any representation, warranty, statement, or information made, communicated, or furnished (orally or in writing) to Lessee or any of its agents, employees, or representatives made prior to or following the date of this Agreement, unless it is modified as provided for hereinafter.

2. **Term.** The term of this lease shall commence on May 1, 2026, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

8. **Furnishings & Equipment.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. All such furnishings and equipment must be approved by the City before use within said area. Upon the City's request of the City, Lessee shall remove said furnishings and/or equipment from the Demised Premises and store them in a neat and orderly manner.

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

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

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

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

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

14. **Release.** The Lessee hereby irrevocably and unconditionally releases, cancels, and forever discharges the City and its directors, officers, officials, employees, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential,

whether arising in law or in equity, which the Lessee may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to this Lease. The provisions of this section shall survive the termination or earlier expiration of this Lease.

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

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

- a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;
- b) any act or omission done, permitted, or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or
- c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

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

- a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.
- b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.
- c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

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

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

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

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

To the City:

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

To Lessee:

Stacey Friend
JZ's Pub LLC
49 N. Centre Street
Cumberland MD 21502

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

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

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

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

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

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

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

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules, and regulations of local, state, and/or federal governments, pertaining to public health concerns, including, but not limited to, pandemics.

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Allison K. Layton
City Clerk

By: _____
Raymond M. Morriss, Mayor

Witness

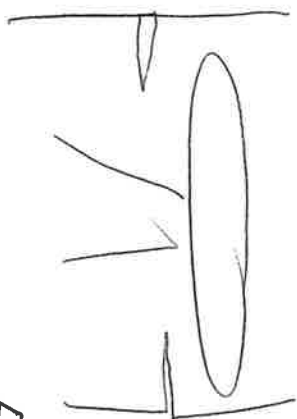
JZ's Pub LLC

By: Stacy Freed (Seal)
Signature

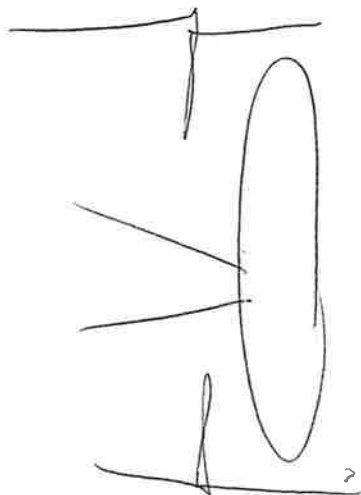
STACY FREED
Printed name

Owner
Position

53 →

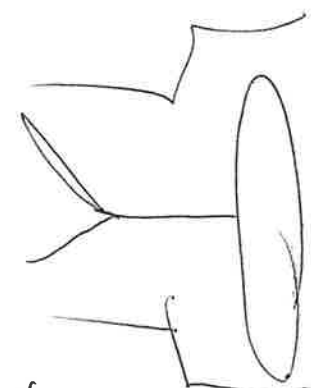


||| Brezeway



|||

Front Door



6 → |||

File Attachments for Item:

. Order 28,036 - accepting the contract with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one year term beginning July 1,2026 in the amount not to exceed \$50,658.60



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

ORDER NO. 28,036

DATE: June 2, 2026

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

THAT, the contract with Muni-Link Computer Corporation, 140 Stadium Drive, PO BOX 250, Bellwood PA 16617, for the renewal of the MuniLink Utility Billing System for a one year term beginning July 1, 2026 be and is hereby accepted in the amount not to exceed Fifty Thousand Six Hundred Fifty Eight Dollars and Sixty Cents (\$50,658.60).

Raymond M. Morriss, Mayor

Budget: 003.330.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

MuniLink Utility Billing System Hosting and Support for FY 2027

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

IT and the Water Department requests a council order for \$50658.60 for MuniLink Utility Billing System hosting and support for FY 2027. We have been using this system for over four years. We use it to generate utility bills for water, sewer, and trash service. We pay on a monthly basis. They have given us the cost of living increase for next year.

It is budgeted in 003.330 48201



NOTICE OF ANNUAL PRICE ADJUSTMENT (Cost of Living)

May 23, 2026

City of Cumberland

This is your notice that next month's invoice will include an Annual Price Adjustment, according to Schedule A of your contract.

Your scheduled Cost of Living increase:

Your current monthly Muni-Link invoice amount	\$4,043.63
Scheduled increase 4.4%	\$177.92
Your new monthly Muni-Link invoice amount	\$4,221.55

If you have any questions, please contact Kristen Link at 814-374-5965, or at klink@muni-link.com.

Thank you for being a valued Muni-Link customer!

U.S. BUREAU OF LABOR STATISTICS

Mid-Atlantic Information Office

Consumer Price Index, Northeast Region – April 2026

Regional prices up 4.4

percent over the year

File Attachments for Item:

. Order 28,037 - authorizing the execution of a contract of sale with the Union Rescue Mission of Western Maryland, Inc. for the purchase of the parcels of real property at 26-28-30 Front Street (Tax ID 22-001264), 8-10-12-14 Queen City Pavement (Tax ID 22-007122), 16-18 Queen City Pavement (Tax ID 22-014463) and 20-22-24 Queen City Pavement (Tax Account No. 22-012134) for the amount not to exceed \$50,000



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

ORDER NO. 28,037

DATE: June 2, 2026

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 The Union Rescue Mission of Western
Maryland, Inc. authorizing the purchase of the property at:

- 26-28-30 Front Street (Tax ID 22-001264);
- 8-10-12-14 Queen City Pavement (Tax ID 22-007122);
- 16-18 Queen City Pavement (Tax ID 22-014463); and
- 20-22-24 Queen City Pavement (Tax Account No. 22-012134).

for the price not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00) be
and is hereby approved; and

BE IT FURTHER ORDERED, that the City shall accept the deed to effect the
transfer of said properties, provided any settlement contingencies are met.

Raymond M. Morriss, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** (the "City") and **Union Rescue Mission of Western Maryland, Inc.** ("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 (the "Contract Date").

1. Property Description. Seller does agree to sell to the City, and the City does agree to purchase from Seller, all real property owned by Seller in the general vicinity of its former principal place of business in the area commonly known as Queen City Pavement in the City of Cumberland, Maryland, including but not limited to 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":

26-28-30 Front Street, Cumberland, MD 21502, Allegany County Land
Records Book 561, Page 150, Tax Account No. 22-001264;

8-10-12-14 Queen City Pavement (Queen City Drive), Cumberland, MD 21502,
Allegany County Land Records Book 596, Page 530, Tax Account No. 22-
007122;

16-18 Queen City Pavement, Cumberland, MD 21502, Allegany County Land
Records Book 368, Page 460, Tax Account No. 22-014463;

20-22-24 Queen City Pavement, Cumberland, MD 21502, Allegany County Land
Records Book 583, Page 836, Tax Account No. 22-012134.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Fifty Thousand Dollars (\$50,000.00).

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

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

5. Seller's Deliveries. Within fifteen (15) days after the Contract Date, Seller shall deliver to the City copies of the materials, agreements, and information related to the Property set forth in the **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "Seller's Deliveries") that are in Seller's possession, custody, or control.

6. Contingencies. In addition to any other contingencies or conditions precedent stated herein, this Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

- (a) Seller shall deliver the Property to the City 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 the City'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 the City in accordance with the terms of Section 10 of this Contract. The City shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, the City shall have the right to insist that Seller perform as required in subparagraphs (a) and (b) above. In that regard, the City 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.

7. **Seller's Representations and Warranties.** Seller hereby represents and warrants to the City as to the following matters, each of which is so represented or warranted (as the case may be) to be true and correct to the best of Seller's knowledge, information, and belief, as of the Contract Date, and shall be deemed to be remade as of the settlement date:

7.1. **Litigation.** Except as included in the list of Seller's Deliveries attached hereto as **Exhibit A**, there are no pending or threatened judicial, municipal, or administrative proceedings affecting the Property or in which Seller is or will be a party by reason of Seller's ownership or operation of the Property or any portion thereof. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending, or to the best of Seller's knowledge, threatened, against Seller, nor are any of such proceedings contemplated by Seller.

7.2. **Authority.** Seller has full authority to make, deliver, execute, and perform this Contract and has taken all necessary action to authorize the execution, delivery, and performance of this Contract. Neither the execution of this Contract nor the consummation of the transaction contemplated hereby will (a) result in a material breach of, default under, or acceleration of, any agreement to which Seller is a party or by which either or both of Seller and the Property is bound; or (b) violate any restriction, court order, agreement or other legal obligation to which Seller and/or the Property is subject.

7.3. **Seller's Deliveries.** Seller agrees to deliver complete copies of all of Seller's Deliveries. There are no material agreements, reports, instruments, or items affecting the Property that are not included in Seller's Deliveries.

7.4. **Contracts.** Except as otherwise provided with Seller's Deliveries under Section 5:

- (a) There are no outstanding leases, licenses or other use or occupancy agreements affecting the Property.
- (b) No individual or entity other than the City has any right or option to acquire the Property.
- (c) Seller is not a party to, and the Property is not subject to, any contract or agreement, written or oral, relating to the ownership, occupancy, operation, or maintenance of the Property, which would survive settlement or which is not cancelable without penalty upon thirty (30) days' notice.
- (d) Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal, redevelopment right or option to purchase in favor of a third party which would prevent or impair Seller's conveyance of the Property to the City or which would bind the City or the Property following settlement.
- (e) There are no unrecorded agreements affecting the Property that shall be binding on the City at settlement.

7.5. **Assessments.** Seller has not received any notice, written or oral, of any pending or threatened tax assessment, general or special, that may burden or adversely affect the Property, or any part thereof, nor is any such proceeding or assessment known to be pending.

7.6. **Compliance with Laws and Codes.** There are no conditions related to the maintenance, operation, use, or occupancy of the Property which violate any statute, ordinance, law, or code, nor has Seller received any notice, written or otherwise, from any governmental agency alleging violations of any law, statute, ordinance, or regulation relating to the Property.

7.7. **Toxic or Hazardous Conditions.**

- (a) Seller has no knowledge of the existence, deposit, storage, removal, burial, or discharge of any THC (defined below) at, upon, or within the Property.
- (b) During the time Seller or its affiliates owned or controlled the Property, neither Seller nor any third party has used, generated, manufactured, produced, stored, or disposed of on, under or about the Property, or transported to or from the Property, any THC.

The term "**THC**" shall mean any of the following toxic or hazardous conditions or activities at, upon, or within the Property: (i) the violation of any applicable environmental and health and safety-related federal, state, and local laws, regulations, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and environmental covenants (collectively, "**Environmental Laws**"), (ii) the presence of any regulated solid waste, hazardous materials,

hazardous substances, oil and petroleum related products, chemical liquids, solids or gasses, and other constituents (collectively, “**Hazardous Materials**”) in violation of Environmental Laws, (iii) the migration of Hazardous Materials, or (iv) any contract, agreement, or other consensual arrangement pursuant to which liability is assumed or imposed with respect to either of the foregoing. The Property is not listed on, and has not been proposed for listing on, the National Priorities List under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., or any similar state list.

8. Covenants of Seller. Seller hereby covenants as follows:

8.1. Transfers and Other Agreements. Seller agrees that between the Contract Date and settlement, no part of the Property or any interest therein will be alienated, encumbered, leased, or transferred in favor of or to any party whatsoever, and no agreement providing for the foregoing shall be entered into, solicited, or entertained by Seller.

8.2. Liens, Assessments and Rights. From and after the Contract Date, and continuing to the settlement date, Seller will not create (or fail to take any action that will result in the creation of) any lien that attaches to the Property or any part thereof or any charge that would be payable by the City, except the liens for ad valorem taxes or special assessments not then due and payable, nor will Seller willfully grant, create, or voluntarily and purposely allow the creation of, or amend, modify or change, any easement, right-of-way, encumbrance, lien, security interest, restriction, covenant, lease, private restrictions arrangement or other right affecting the Property or any part thereof, without the prior written consent of the City.

8.3. Notices. From and after the Contract Date, and continuing to the settlement date, Seller shall promptly forward to the City a copy of any written notice or correspondence received or sent by Seller pertaining to the Property, including, but not limited to, all correspondence, applications, permits, plans, reports, resolutions, and approvals.

8.4. Representations and Warranties. Seller shall not knowingly take nor fail to take any action that causes any representation or warranty of Seller hereunder to be untrue or incorrect. Seller shall promptly advise the City of any fact or circumstance that causes (or is likely to cause) any representation and warranty of Seller to be untrue or inaccurate. All representations and warranties made by Seller in this Contract shall be substantially true, accurate and complete at the time of settlement.

9. 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 the City.

10. Possession. Seller agrees to give the City 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 the City may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.

11. Proof of Corporate Authority. At settlement, Seller shall provide proof that it has the authority to effect the transactions contemplated by the terms of this Contract. Such proof shall be provided by means of a certified Statement of Good Standing from the Maryland State Department of Assessments and Taxation and a corporate resolution in the form attached hereto as **Exhibit B**.

12. 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 the City.

13. Deed and Title. Upon payment of the Purchase Price, a deed conveying the Property from Seller to the City containing covenants of special warranty and further assurances shall be executed by Seller. The City will prepare the deed at the expense of 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's obligation, under Section 1 of this Contract, to convey to the City all parcels of real property owned by Seller in the general vicinity of its former principal place of business in the area commonly known as Queen City Pavement in the City of Cumberland, Maryland, whether or not specifically identified herein, shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or any part thereof.

14. Settlement. Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. The City's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of the City. Settlement shall be held at the Law Office of Michael Scott Cohen, LLC, 213 Washington Street, Cumberland, MD 21502, or at such other location in the City of Cumberland as may be selected by the City.

15. Recordation & Transfer Taxes. All recordation taxes and transfer taxes payable in connection with the recordation of the deed for the Property shall be split evenly between the parties unless this transaction is exempt from such taxes. Unless exempt, the City will pay the recordation fee for the recordation of the deed.

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

17. Brokerage/Agency/Real Estate Commission. Seller and the City 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.

18. Breach of Contract and Default. The City 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 the City or Seller, shall reimburse the non-defaulting party for its court costs, litigation expenses, and reasonable attorneys' fees that were incurred as a result of the default.

19. No Third-Party Beneficiaries. This Contract is for the benefit only of the parties hereto or their nominees, successors, beneficiaries and assignees as permitted herein, and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom or enforce against any party hereto any provision hereof, whether as a third party beneficiary or otherwise, it being specifically intended that there shall be no third party beneficiaries hereto or any third party reliance hereon.

20. Further Assurances. In order to give effect to the transactions provided for and contemplated by this Contract, each party shall, whenever and as often as it is requested reasonably to do so by the other party, execute, acknowledge and deliver and shall cause to be executed, acknowledged or delivered, any and all such further conveyances, maps, applications, assignments, confirmations, satisfactions, authorizations, releases, instruments of further assurance, approvals, consents, any and all further assurance and such documents and instruments as may be necessary, or proper, in the opinion of the title insurer or party requesting same, in order to complete any and all conveyances, approvals, transfers, and assignments provided for in this Contract and to do any and all such other acts and to execute and acknowledge and deliver any and all such documents as required in order to cause the completion of the transactions provided for in this Contract.

21. Survival.

- (a) The representations, warranties and covenants of Seller contained in Sections 7 and 8 of this Agreement or in any certificate or instrument delivered pursuant hereto shall survive settlement and shall not merge into the deed effecting the conveyance of the Property to the City. Seller's representations and warranties shall survive for a period of eighteen (18) months following the date of settlement; provided, however, that (i) representations and warranties relating to title, authority, environmental matters, and compliance with laws shall survive for the applicable statute of limitations, and (ii) any claim asserted in writing prior to the expiration of the applicable survival period shall survive until finally resolved.
- (b) Seller's covenants and agreements that by their terms are to be performed after settlement shall survive the settlement until fully performed.

The foregoing provisions are intended to supersede the doctrine of merger and preserve the City's rights and remedies.

22. **Severability.** If any provision of this Contract, or the application thereof to any person or circumstance, shall be held invalid, illegal, or unenforceable to any extent, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law. The parties agree that any such invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable, consistent with the intent of the parties.

23. **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.

24. **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.

25. **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.

26. **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

27. **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.

28. **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.**

29. **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.

30. **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

**UNION RESCUE MISSION OF WESTERN
MARYLAND, INC.**

By: _____
Signature

Printed Name

Title

Date

EXHIBIT A

Seller's Deliveries

1. Copies of all environmental reports, assessments, or studies (including without limitation, any Phase I or Phase II Environmental Site Assessment reports), soil and geotechnical reports, wetland studies, endangered species reports, underground storage tank removal reports, and any other reports and studies with respect to the physical condition or engineering of the Property.
2. Copies of all audits, inspections, sampling data, test results, correspondence (including correspondence with governmental authorities and others), and other similar documents regarding compliance with Environmental Laws, if any.
3. Copies of all engineering and architectural plans, specifications, drawings, and studies regarding the Property.
4. Copies of all surveys of the Property.
5. Copies of all, (i) subdivision plans or plats, site plans, variances, parcel maps or development agreements relating to the Property; (ii) licenses, permits, certificates, applications, authorizations, or approvals issued by any governmental authority in connection with the construction, ownership, use or occupancy of the Property; and/or (iii) any notices issued by any governmental authority in connection with the construction, ownership, use or occupancy of the Property.
6. Copies of Seller's most recent owner's or lender's title insurance policy or commitment for the issuance of such a policy, together with all schedules, riders and attachments thereto and copies of any documents pertaining to exceptions which are not covered by the insurance policy or policies.
7. All unrecorded agreements, easements, licenses, encumbrances, and interests of any kind pertaining or related to the Property, encumbering it, or conveying any interest in it to a third party.
8. All recorded and unrecorded agreements, easements, licenses, encumbrances, and interests of any kind granted by third parties to Seller, its predecessors in interest and/or its predecessors in title which were intended to benefit the owner of the Property or the Property itself.
9. Disclose, in writing, all soil disturbances or fill added to the Property in the three (3) years preceding the Contract Date and attach all documents pertaining thereto.
10. Seller shall disclose in writing all judicial actions, lawsuits, administrative actions and other proceedings to enforce federal, state or local laws, rules or regulations relating to the Property or its use, including those which have been resolved and those which have not been resolved as of the Contract Date.
11. All studies, inspection reports, and any other documents related to the structural integrity or condition of all improvements on the Property.
12. Seller's Articles of Incorporation, Bylaws and any amendments to either document.

EXHIBIT B

Union Rescue Mission of Western Maryland, Inc.

RESOLUTION OF THE BOARD OF DIRECTORS

WHEREAS, Union Rescue Mission of Western Maryland, Inc. (the “Corporation”) desires to sell certain real property located at 26-28-30 Front Street, Cumberland, MD 21502 and 8-10-12-14-16-18-20-22-24 Queen City Pavement, Cumberland, MD 21502 to Mayor and City Council of Cumberland (the “City”) pursuant to that certain Contract of Sale (the “Contract”) between the Corporation and the City; and

WHEREAS, the Corporation deems it advisable and in its best interests to enter into the Contract and to consummate the transactions contemplated thereby, including the closing of title to the Property (the “Closing”).

NOW, THEREFORE, BE IT RESOLVED:

1. **Approval of Contract.** The Contract is hereby approved, and the Corporation is authorized to enter into the Contract.
2. **Authorization to Execute.** _____, the _____ of the Corporation, (the “Authorized Officer”) is hereby authorized and directed, on behalf of the Corporation, to execute and deliver the Contract, with such changes, additions, or modifications as the Authorized Officer shall approve, such approval to be conclusively evidenced by execution thereof.
3. **Authority to Consummate Closing.** The Authorized Officer is further authorized and directed, on behalf of the Corporation, to take all actions necessary or desirable to consummate the Closing, including, without limitation:
 - Executing and delivering deeds, assignments, affidavits, settlement statements, certificates, and all other documents required in connection with the transaction;
 - Paying or receiving funds as required by the Contract;
 - Taking any and all other actions deemed necessary or appropriate to carry out the intent of these resolutions.
4. **General Authority.** The Authorized Officer is authorized to do and perform all such further acts and things, and to execute and deliver all such further documents, as may be necessary or appropriate to carry out the purposes of the foregoing resolutions.
5. **Ratification.** All actions previously taken by the Authorized Officer or any other officer of the Corporation in connection with the foregoing matters are hereby ratified, confirmed, and approved in all respects.

CERTIFICATION

I, the undersigned Secretary of the Corporation, **HEREBY CERTIFY** that at a meeting of the Board of Directors of the Corporation, duly called and held on _____, 2026, at which a quorum was present and voting, the foregoing resolutions were adopted.

Signature

Date

Printed name,
Secretary of Union Rescue Mission of Western Maryland, Inc.

File Attachments for Item:

. Order 28,038 - authorizing the abatement of certain non-collectable personal property taxes for tax years 2014-2024 totaling \$93,224.77



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

ORDER NO. 28,038

DATE: June 2, 2026

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

THAT, the amounts due on the non-collectable Personal Property Tax Accounts specified on the attached list for the tax years 2014-2024 and totaling Ninety Three Thousand Two Hundred Twenty Four Dollars and Seventy Seven Cents (\$93,224.77) be and are hereby abated.

Raymond M. Morriss, Mayor

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502



DAVID FUDERICH, DMD, LLC

214 PACA STREET SUITE D
CUMBERLAND MD 21502

Description & Location:

Payoff Statement for PIDN: W19788918

Print Date: 05/21/2026

Payoff Date: 06/30/2026

Total Due On Payoff Date: 9453.49

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2022		01/19/2023	1536.10	0.00	1228.87	0.00	2764.97	0.00
2023 Corporation -3	2023		06/30/2024	1592.51	0.00	764.40	0.00	2356.91	0.00
2024 Corporation -3	2024		11/08/2024	3185.01	0.00	1146.60	0.00	4331.61	0.00

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502



ALLCITY HOSPITALITY CUMBERLAND

100 SOUTH GEORGE ST. 100 S GEORGE ST
CUMBERLAND 21502

Description & Location:

Payoff Statement for PIDN: W15601792

Print Date: 05/21/2026

Payoff Date: 06/30/2026

Total Due On Payoff Date: 17730.04

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2022 Corporation -3	2022		10/25/2022	9532.27	0.00	8197.77	0.00	17730.04	0.00

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502



DIVINE REFLECTIONS, LLC
DIVINE REFLECTIONS, LLC
214 PACA ST STE A
CUMBERLAND MD 21502

Description & Location:

Payoff Statement for PIDN: W17630302

Print Date: 05/21/2026

Payoff Date: 06/30/2026

Total Due On Payoff Date: 64245.25

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2019 Corporation -3	2019		11/25/2019	693.78	0.00	1082.31	0.00	1776.09	0.00
2020 Corporation -3	2020		07/30/2020	7725.54	0.00	10815.70	0.00	18541.24	0.00
2021 Corporation -3	2021		08/06/2021	6762.20	0.00	7708.90	0.00	14471.10	0.00
2022 Corporation -3	2022		01/19/2023	5798.59	0.00	4638.87	0.00	10437.46	0.00
2023 Corporation -3	2023		10/31/2023	11597.18	0.00	7422.18	0.00	19019.36	0.00

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502



CARTER & ROQUE REAL ESTATE, LL

6 BROADWAY STREET
FROSTBURG 21532

Description & Location:

Payoff Statement for PIDN: W13912209

Print Date: 05/21/2026

Payoff Date: 06/30/2026

Total Due On Payoff Date: 1795.99

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax	2014		03/13/2015	343.32 475.85	0.00	929.79	0.00	1166.28	239.36
Real Estate Tax	2015		08/28/2015	64.35	0.00	166.03	0.00	230.38	0.00
Real Estate Tax	2016		12/23/2016	53.22	0.00	120.26	0.00	173.48	0.00
Real Estate Tax Annual	2017		10/20/2017	41.57	0.00	85.63	0.00	127.20	0.00
Real Estate Tax Annual	2018		02/26/2019	36.01	0.00	62.64	0.00	98.65	0.00

File Attachments for Item:

. Order 28,039 - approving the Sole Source purchase from Amazon Web Services, Inc. to provide server hosting and support services for FY27 in the not to exceed amount of \$48,000



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

ORDER NO. 28,039

DATE: June 2, 2026

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

THAT, the sole source purchase from Amazon Web Services, Inc., P.O. Box 84023, Seattle, WA 98124-8423, to provide server hosting and support services for FY27 be and is hereby accepted in the not to exceed amount of Forty Eight Thousand Dollars and No Cents (\$48,000.00).

Raymond M. Morriss, Mayor

Budget: 001.033.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Amazon Web Services

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

IT requests an order for FY 2027 for costs not to exceed \$48,000 to Amazon Web Services, for cloud based computing services. We have been using AWS for some of our virtual servers, including the Logos Finance/HR servers, two file storage servers, and other services since early 2019. Using AWS we can replicate data in different Amazon Availability Zones to achieve a highly reliable cloud infrastructure, optimize availability, and provide backup and disaster recovery services.

This is a sole source request as Amazon Web Services can only be purchased from AWS.

Amount of Award: not to exceed \$48,000

Budget number: 001.033.48201

Grant, bond, etc. reference:



Shannon Berry <shannon.berry@cumberlandmd.gov>

Fwd: Amazon Web Services MCC order

1 message

Allison Layton, CPM <allison.layton@cumberlandmd.gov>

Wed, May 27, 2026 at 10:07 AM

Reply-To: allison.layton@cumberlandmd.gov

To: Shannon Berry <shannon.berry@cumberlandmd.gov>

Agenda item - to go with one Johnna sent.

**Allison Layton, CPM**

City Clerk/Asst. City Administrator

City of Cumberland

57 N Liberty St, Cumberland, MD 21502

Main: 301-722-2000 | Direct: 301-759-6447

allison.layton@cumberlandmd.gov | www.cumberlandmd.gov



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

From: **Jeff Silka** <jeff.silka@cumberlandmd.gov>

Date: Wed, May 27, 2026 at 10:05 AM

Subject: Re: Amazon Web Services MCC order

To: <johnna.byers@cumberlandmd.gov>

Cc: Allison Layton, CPM <allison.layton@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Approved

**Jeffrey F. Silka, ICMA-CM**

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

City of Cumberland

On Wed, May 27, 2026 at 8:38 AM Johnna Byers <johnna.byers@cumberlandmd.gov> wrote:

Hi again,

Sorry, the document I attached had FY 2026 as the name...I changed that. Here's the revised document.

Johnna

On Wed, May 27, 2026 at 8:35 AM Johnna Byers <johnna.byers@cumberlandmd.gov> wrote:

Good morning Allison/Jeff/Ken,

5/28/26, 9:19 AM

City of Cumberland, MD Mail - Fwd: Amazon Web Services MCC order

It requests a sole source to renew our software as a service agreement with Amazon Web Services. Attached is the sole source info.

With Jeff's sole source approval and Ken's approval as well, please add this to an upcoming agenda.

Thank you!
Johnna

File Attachments for Item:

. Order 28,040 - accepting the bid from Carl Belt, Inc., for the Wills Creek Pump Station Upgrades Contract (City Project 2026-02-WTR) for the replacement of 2 existing water service pumps and motors at the Wills Creek Water Pump Station in an amount not to exceed \$299,200



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

ORDER NO. 28,040

DATE: June 2, 2026

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

THAT, the bid from Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD, 21502, for the Wills Creek Pump Station Upgrades Contract (City Project 2026-02-WTR) to include the replacement of Two (2) existing water service pumps and motors at the Wills Creek Water Pump Station in an amount not to exceed Two Hundred Ninety Nine Thousand Two Hundred Dollars and No Cents (\$299,200.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget: 002.299.DS15.63000

Council Agenda Summary

Meeting Date: 6/2/2026

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Award Wills Creek Pump Station Upgrades, City Project # 2026-02-WTR

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

Award Wills Creek Pump Station Upgrades Contract to low responsive bidder, Carl Belt, Inc., in the lump sum cost of \$299,200.00.

This project includes the replacement of two existing water service horizontal split case centrifugal pumps and motors with two vertical in-line centrifugal pumps and motors at the Wills Creek Water Pump Station.

This project was advertised for bid on 4/23/26. Bids closed on 5/27/26, with one qualified bids being received. The low bidder was Carl Belt, Inc., with an acceptable bid of \$299,200.00.

The project is budgeted for this fiscal year, and utilizes City Funds

Amount of Award: \$299,200.00

Budget number: 002.299.DS15.63000

Grant, bond, etc. reference: City Funds

CITY OF
CUMBERLAND
MARYLAND

PROJECT INFORMATION	
Project Title:	Wills Creek Pump Station Upgrades
City Project:	2026-02-WTR
Contract Length:	60 Calendar Days
BID OPENING	
Date & Time:	May 27, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation
BIDDER
Carl Belt, Inc.
11521 Milnor Avenue Cumberland, MD 21501

Base Bid					
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT
1001	Removal and Replacement of Potable Water Pump Equipment	LS	2	149600	\$ 299,200.00

Carl Belt, Inc.

Carl Belt, Inc.	
Bid	✓
AoQtB	✓
LPC	County
ARVF	✓
BASE BID	\$ 299,200.00

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


 Matt Idfeman, PE
 Deputy Director of Engineering

File Attachments for Item:

. Order 28,041 - accepting the bid from Whiteman, Requardt and Associates LLP for Grit Removal at the Water Reclamation Facility (WRF) (City Project 2026-09-WRF) to include the development of construction alternatives to replace or rehabilitate the grit removal system at the WRF in an amount not to exceed \$32,254 and rejecting all other bids



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

ORDER NO. 28,041

DATE: June 2, 2026

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

THAT, the bid from Whiteman, Requardt and Associates LLP., 801 South Caroline Street, Baltimore, MD, 21231, for Grit Removal at the Water Reclamation Facility (WRF) (City Project 2026-09-WRF) to include the development of construction alternatives to replace or rehabilitate the grit removal system at the WRF in an amount not to exceed Thirty Two Thousand Two Hundred Fifty Four Dollars and No Cents (\$32,254.00) be and is hereby accepted.

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

Bidder	Amount
Whiteman, Requardt and Associates LLP	\$32,254.00
Gwin, Dobson & Foreman, Inc.	\$58,000.00
RK&K	\$44,975.00

Raymond M. Morriss, Mayor

Budget: 003.310.20100

Council Agenda Summary

Meeting Date: 6/2/2026

Key Staff Contact: Robert Smith, P.E.

Item Title:

Award Engineering Services For Grit Removal at WRF, City Project # 2026-09-WRF

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

Award Engineering Services For Grit Removal Contract to low responsive bidder, Whitman, Requardt and Associates LLP, in the lump sum cost of \$32,254.00.

This project includes the development of construction alternatives to replace or rehabilitate the grit removal system at the City of Cumberland's Water Reclamation Facility. Additionally, to provide a cost estimate for three construction alternatives and provide preliminary schematics for each alternative.

This project was advertised for bid on 4/23/26. Bids closed on 5/20/26, with three qualified bids being received. The low bidder was Whitman, Requardt and Associates LLP., with an acceptable bid of \$32,254.00, while other bids ranged from \$44,975.00 to \$58,000.00.

The project is budgeted for this fiscal year, and utilizes City Funds

Amount of Award: \$32,254.00

Budget number: 003.310.20100

Grant, bond, etc. reference: City Funds

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	Engineering Services For Grit Removal At WRF
City Project:	2026-09-WRF
Contract Length:	90 Calendar Days
BID OPENING	
Date & Time:	May 20, 2026 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation		
BIDDER	BIDDER	BIDDER
Whitman, Requardt and Associates LLP	Gwin, Dobson & Foreman, Inc.	RK&K
801 South Caroline Street Baltimore, MD 21231	3121 Fairway Drive Altoona, PA 16602-4496	700 E. Pratt Street Suite 500 Baltimore, MD 21202

Whitman, Requardt and Associates LLP	Gwin, Dobson & Foreman, Inc.	RK&K
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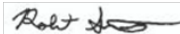
BASE BID									
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Engineering Services	LS	1	\$ 32,254.00	\$ 32,254.00	\$ 58,000.00	\$ 58,000.00	\$ 44,975.00	\$ 44,975.00

Note: City of Cumberland Staff will be reviewing the proposals provided.
This document is just an unofficial tabulation of the costs provided.

BASE BID

Whitman, Requardt and Associates LLP		Gwin, Dobson & Foreman, Inc.		RK&K	
Bid	✓	Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓
LPC	N/A	LPC	N/A	LPC	N/A
ARVF	✓	ARVF	✓	ARVF	✓
\$ 32,254.00		\$ 58,000.00		\$ 44,975.00	

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



Robert Smith

Director of Engineering & Utilities

File Attachments for Item:

. Order 28,042 - accepting the proposal from Polydyne Inc. for the purchase of Polymer for the Water Reclamation Facility's heat drying facility upon takeover on July 1, 2026 in an amount not to exceed \$50,000



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

ORDER NO. 28,042

DATE: June 2, 2026

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

THAT, the proposal from Polydyne Inc., 1 Chemical Plant Road, Riceboro GA 31323, for the purchase of Polymer for the Water Reclamation Facility's heat drying facility upon takeover on July 1, 2026 in an amount not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget: 003.315.36000

Council Agenda Summary

Meeting Date: 6/2/2026

Key Staff Contact: Robert Smith, P.E.

Item Title:

Procure Polymer for Water Reclamation Facility

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

Procure Polymer from Polydyne for the Water Reclamation Facility's heat drying facility upon takeover on July 1, 2026 in the amount of \$50,000.00 for FY27.

This vendor, Polydyne, provides CLARIFLOC C-3230 and CLARIFLOC NE-2398 and has been utilized by NEFCO during their several years of operating the heat drying facility. This budgeted amount was based upon past year's total cost in the amounts of \$29K for 2024, and \$34.8K in 2025.

The chemical is budgeted for FY27 and utilizes City Funds.

Amount of Award: \$50,000.00

Budget number: 003.315.36000

Grant, bond, etc. reference: City Funds



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Fwd: Cumberland, MD plant

Eddie Martin <eddie.martin@cumberlandmd.gov>

Thu, Apr 16, 2026 at 9:13 AM

To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>, Holli Pyles <holli.pyles@cumberlandmd.gov>

Hi Derrik,

Please see the information regarding Polydyne.

Could you please create a Mayor and City Council order for them in the amount of \$50,000, effective July 1, 2026?
Please let me know if you need any additional information.

Thanks,

Eddie Martin,
City of Cumberland,
WRF, Coordinator
Cell 301-876-0599
Office 301-759-6648

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

From: **Eddie Martin** <eddie.martin@cumberlandmd.gov>

Date: Mon, Mar 23, 2026 at 10:17 AM

Subject: Fwd: Cumberland, MD plant

To: Raquel Ketterman <raquel.ketterman@cumberlandmd.gov>

Eddie Martin,
City of Cumberland,
WRF, Coordinator
Cell 301-876-0599
Office 301-759-6648

FYI

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

From: **Eddie Martin** <eddie.martin@cumberlandmd.gov>

Date: Mon, Mar 23, 2026 at 10:12 AM

Subject: Re: Cumberland, MD plant

To: Andrew Boschetti <dboschetti@polydyneinc.com>

Cc: Taylor Anderson <TAnderson@polydyneinc.com>, holli.coleman@cumberlandmd.gov

<holli.coleman@cumberlandmd.gov>, Tim Terry <tterry@polydyneinc.com>, US-RIC-Polydyne Bid Dept.
<bids@polydyneinc.com>, Karin Tanner <ktanner@snf.com>, Zach Sloane <zach.sloane@cumberlandmd.gov>, Vince
Mckenzie <vince.mckenzie@cumberlandmd.gov>

Hi Drew,

Thank you for your help with this. I will begin preparing the necessary purchase orders through the City.

Once we have full control of operations, I would like to have you come in to perform jar testing on the liquid emulsion polymer. I would prefer to use a single type of polymer, as I believe it would make our operations more efficient.

I will get back to you in a couple of months to coordinate this.

Thanks again,

Eddie Martin,
City of Cumberland,
WRF, Coordinator
Cell 301-876-0599
Office 301-759-6648

On Mon, Mar 23, 2026 at 10:01 AM Andrew Boschetti <dboschetti@polydyneinc.com> wrote:

Good morning, Eddie,

Here's the product shipped in 2024 and 2025. The cost in 2024 was \$29K and \$34.8K in 2025.

Pounds shipped:

Product	2024	2025
CLARIFLOC C-3230	13,200	13,200
CLARIFLOC NE-2398	2,200	4,400
Total:	15,400	17,600

The product normally used is the Clarifloc C-3230. Occasionally, there have been chemistry changes in the sludge that would require a polymer with higher cationic charge. This is why the Clarifloc NE-2398 is used periodically. There has not been a single dry polymer product that achieves the dewatering performance goals with the sludge changes that occur. Possibly switching to liquid emulsion polymer may allow for a single product to handle the swings in sludge chemistry. Emulsion polymers can be manufactured with higher molecular weights and degrees of branching/crosslinking than dry polymer. This tends to make these types of polymers more flexible with changing conditions.

Please do not hesitate to reach out if you have any questions or would like to discuss further.

Regards,

Drew Boschetti

Sr. Technical Sales Representative

NJ/DE/MD



Polydyne Inc.

Cell: 732-610-8341

dboschetti@polydyneinc.com

polydyne.snf.com

Customer Service: 800-848-7659

From: Eddie Martin <eddie.martin@cumberlandmd.gov>

Sent: Monday, March 23, 2026 7:56 AM

To: Taylor Anderson <TAnderson@polydyneinc.com>

Cc: holli.coleman@cumberlandmd.gov; Tim Terry <tterry@polydyneinc.com>; Andrew Boschetti <dboschetti@polydyneinc.com>; US-RIC-Polydyne Bid Dept. <bids@polydyneinc.com>; Karin Tanner <ktanner@snf.com>; Zach Sloane <zach.sloane@cumberlandmd.gov>; Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>

Subject: Re: Cumberland, MD plant

Hi Drew,

Thank you for providing the quotes.

As we prepare to take over operations in July, I am still becoming familiar with the specific types and quantities of polymer used at the facility. Please note that per City of Cumberland procedures, any annual expenditure exceeding \$25,000 requires a Mayor and City Council order.

Do you happen to know the typical annual quantity of polymers ordered for this facility? If not, I can determine those figures as we get closer to the takeover date. Additionally, I understand the plant currently uses two different products; are you aware of a single polymer we could potentially switch to instead?

I appreciate your help and look forward to working with you.

Thanks,

Eddie Martin,
City of Cumberland,
WRF, Coordinator
Cell 301-876-0599
Office 301-759-6648

On Fri, Mar 20, 2026 at 1:41 PM Taylor Anderson <TAnderson@polydyneinc.com> wrote:

Hi, Holli,

Please see attached for the requested quote for CLARIFLOC C-3230 and CLARIFLOC C-3230. For your reference, I have attached the SDS and TDS for both products.

If you have any questions, please let us know.

Thank you and have a great weekend!

Taylor Anderson

Bid and Contract Specialist



Polydyne Inc.

[1 Chemical Plant Road](#)

[Riceboro, GA 31323](#)

[Office: 912.880.2407](#)

Main: 800.848.7659

tanderson@polydyneinc.com

www.polydyneinc.com

[Follow us on LinkedIn](#)

From: Holli Coleman <holli.coleman@cumberlandmd.gov>
Sent: Friday, March 20, 2026 8:23 AM
To: Andrew Boschetti <dboschetti@polydyneinc.com>
Cc: Eddie Martin <eddie.martin@cumberlandmd.gov>
Subject: Re: Cumberland, MD plant

Andrew,

We have filled out all the information that we could. Hopefully this helps.

Thanks

On Wed, Mar 18, 2026 at 2:02 PM Andrew Boschetti <dboschetti@polydyneinc.com> wrote:

Hi Holli,

Thank you for reaching out and I look forward to working with you!

I've attached our new account registration form. If you could please fill out the company information that you can and the special instructions for deliveries, I will get it to our customer service department to get things set up. I will also work on getting the product and pricing information for you.

Thanks.

Regards,

Drew Boschetti

Sr. Technical Sales Representative

Polydyne Inc.

CP: 732-610-8341

dboschetti@polydyneinc.com

<http://polydyne.snf.com/>

Customer Service: 800-848-7659

----- Original message -----

From: Holli Coleman <holli.coleman@cumberlandmd.gov>

Date: 3/18/26 12:47 PM (GMT-05:00)

To: Andrew Boschetti <dboschetti@polydyneinc.com>

Cc: Eddie Martin <eddie.martin@cumberlandmd.gov>

Subject: Cumberland, MD plant

Drew,

I am contacting you in reference to the Cumberland, MD plant that is currently under NEFCO (New England Fertilizer Co). We will be taking this over and would like to know what we need to do to set up an account with you.

If you have any other questions, I've CC'd Eddie on this email and he can answer any questions you may have. He will be the one overseeing the plant.

Thank you

--

Holli Coleman

City of Cumberland

Administrative Associate

301-759-6644

holli.coleman@cumberlandmd.gov

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--

Holli Coleman

City of Cumberland

Administrative Associate

301-759-6644

holli.coleman@cumberlandmd.gov

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File Attachments for Item:

. Order 28,043 - authorizing the City Administrator to execute Change Order No. 1 with Wycliffe Technologies to provide an active network connection within the middle building at the Gene Mason Recreation Facility in the amount not to exceed \$931, bringing the total project cost not to exceed \$102,401



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

ORDER NO. 28,043

DATE: June 2, 2026

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Wycliffe Technologies, 7820B Wormans Mill Road, Frederick, MD 21701, to provide an active network connection within the middle building at the Gene Mason Recreation Facility in the amount not to exceed Nine Hundred Thirty One Dollars and No Cents (\$931.00), bringing the total project cost not to exceed One Hundred Two Thousand Four Hundred One Dollars and No Cents (\$102,401.00).

Raymond M. Morriss, Mayor

Original Contract Price	\$101,470.00
Change Order No. 1	\$931.00
Total Price after CO 1	\$102,401.00

Budget:
002.299.FP8.63000

Council Agenda Summary

Meeting Date: 6/2/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order #1 for Mason Rec & WFP Cameras

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

The City would like to process change order #1 for the services of Wycliffe in order to provide an active network connection within the middle building at the Mason Rec facility. Wycliffe will provide and install a network extender to establish connectivity. They will utilize the existing cabling infrastructure to support this solution.

Amount of Award: \$931.00

Budget number: 001.075.65000

Grant, bond, etc. reference: City Funds

PROJECT PROPOSAL

Proposal: 6382-1-1

CO1 - Ethernet Extender

PREPARED FOR:

City of Cumberland
351 Mason Rec Road
Cumberland, MD 21502

E:

PRESENTED BY:

David Lok
C: (301) 835-5258
O: (240) 629-8662 Ext. 401
dlok@wycliffeinc.com
7820B Wormans Mill Road, Wycliffe
Technologies
Frederick, MD 21701
www.wycliffeinc.com



WYCLIFFE
TECHNOLOGIES

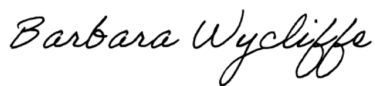
May 7, 2026

57 N Liberty Street
Cumberland, MD 21502

RE: CO1 - Ethernet Extender

Our pledge to our customer is to deliver exceptional performance. Wycliffe Technologies strives towards excellence, expertise, commitment, integrity, hard work, and building long term relationships with our clients based on their complete satisfaction with our work. We look forward to providing you with a team of dedicated professionals that we continuously empower to deliver unparalleled customer service, knowledge and expertise to help you achieve your goals and objectives from concept to completion. We thank you for entrusting us with this opportunity and look forward to fostering a long- term relationship with you.

Thank you,



Barbara Wycliffe, CEO

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CLIENT INFORMATION

Name: City of Cumberland

Site

351 Mason Rec Road
Cumberland, MD 21502

Billing

57 N Liberty Street
Cumberland, MD 21502

Contact

P
E

SCOPE OF WORK

Due to the absence of an active network connection within the middle building, Wycliffe Technologies (WT) shall provide and install a network extender to establish connectivity. WT will utilize the existing cabling infrastructure to support this solution. No new cabling will be furnished or installed as part of this change order.

This scope includes all necessary labor, equipment, and configuration required to implement the network extender and restore network connectivity within the affected area.

WT assumes that all existing cabling to be utilized is in good working condition and suitable for continued use. WT shall not be responsible for any deficiencies, damage, or performance issues related to the existing cable infrastructure.

It is further assumed that any required new cabling, if deemed necessary beyond this scope, shall be provided by others (City) and is excluded from WT's scope of work.

This proposal is valid for (30) days. Wycliffe reserves the right to modify our pricing if not accepted within (30) days of the proposal submittal date.

All cable run distances are based on manufacturer and industry standards and requirements.

We are an Minority Business Enterprise (MBE), Disadvantage Business Enterprise (DBE), Economically-Disadvantage Woman-Owned Small Business (EDWOSB), and Metropolitan Washington Airports Authority (MWAA).

We are a BICSI Certified Contractor with a large contingency of BICSI Technicians.

Wycliffe is a signatory contractor with the IBEW Local 26 and a member of the national electrical contractors' association. Our rates are based on the current collective bargaining contract rates and fringe and/or any Prevailing Wage Determination.

Our pricing does not include any jurisdictional hazard pay for essential workers.

Our pricing does not include any costs for pandemic or mass/isolated health related criteria.

Prices may vary due to the commodities market and prices are subject to change.

Wycliffe Technologies cannot be held responsible for manufacturer lead times and increases to freight delivery times/costs.

All major shipping companies have issued a warning that shipping times could increase due to SUPPLY CHAIN, COVID and HOLIDAYS.

Wycliffe Technologies requires a 30% down payment to begin mobilization. Down payment will be automatically billed upon execution of the contract.

Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by WT and its suppliers to avoid such delays. Customer agrees to provide WT with reasonable extensions of time to the extent of any such delays and WT agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to WT's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when WT actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in WT's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and WT agrees that it shall make commercially reasonable efforts to minimize any such increase.

CLARIFICATIONS & ASSUMPTIONS

- *PLEASE REFERENCE ORIGINAL CONTRACT DOCUMENTS.*

PROJECT INVESTMENT

CO1 - Ethernet Extender

Financial Summary

Purchase Price	\$931.00
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PROJECT ACCEPTANCE

This information is proprietary and confidential to Wycliffe Enterprises, Inc. doing business as Wycliffe Technologies and is only for the use of the individual or entity to whom it was delivered. No part of this document may be distributed, reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, without permission in writing from Wycliffe Technologies. This document is to be returned to Wycliffe Technologies upon request.

WYCLIFFE TECHNOLOGIES		City of Cumberland	
Name:	<u>David Lok</u>	Name:	<u></u>
Signature:	<u></u>	Signature:	<u></u>
Title:	<u>Director of Engineering and Estimating</u>	Title:	<u></u>
Date:	<u>May 7, 2026</u>	Date:	<u>May 7, 2026</u>

File Attachments for Item:

. Order 28,044 - accepting the renewal proposal from Tyler Technologies, Inc., to provide maintenance and support services regarding the Logos.NET Finance/HR system/Time and Attendance, for one additional year through June 30, 2027 in an amount not to exceed \$95,853.73



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

ORDER NO. 28,044

DATE: June 2, 2026

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

THAT, the renewal proposal from Tyler Technologies, Inc., PO Box 203556, Dallas, TX, 75320-3556, to provide maintenance and support services pertaining to their current contract regarding the Logos.NET Finance/HR system/Time and Attendance, for one (1) additional year through June 30, 2027, be and is hereby accepted for the amount not to exceed Ninety Five Thousand Eight Hundred Fifty Three Dollars and Seventy Three Cents (\$95,853.73); and

BE IT FURTHER ORDERED, that the contract shall renew automatically each year for one (1) year terms unless terminated by either party in accordance with the terms of the agreement.

Raymond M. Morriss, Mayor

Budget: 001.033.48200

Council Agenda Summary

Meeting Date: ?

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Logos.NET Finance/HR support one year extension 2026-2027
Time and Attendance one year support/use extension 2026-2027

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

For 8 years, the city was in a contract with Tyler/New World for support and maintenance on the Logos.NET Finance/HR system. That contract expired June 30, 2022. The past three years, with Mayor and Council approval, we entered a one year extension so that we still have support and maintenance on the product. We can renew this contract each year unless we decide to terminate. IT recommends renewing the contract this year.

It is vital to have support and maintenance on this software so that we receive up to date patches and improvements related to creating W2's, 1099's, and other requirements. We often need phone support on this product for assistance.

This is a sole source request as support is only provided by Tyler Technologies.

This order is also for Time and Attendance support and services also provided by Tyler Technologies.

This integrated time and attendance software standardizes time, leave and scheduling by making the processes systematic, paperless, and centralized into a software that controls the process and workflow while electronically interfacing to the LOGOS HR/Payroll Software. It is accessed through timeclock, computer, or mobile phone to enter time, check schedules, request and approve leave, calculate overtime and minimum call back hours, request and approve shift changes for police and fire, and many other features. The City's existing badges have been tested and work with the time clocks.

This software reduces manual recordkeeping, reduces manual scheduling, reduces manual data entry, increases accountability, and provides electronic time tracking and scheduling. This system adds time clocks at the municipal service center and is anticipated to add time clocks to the wastewater and treatment plants. These time clocks allow for time entries to be electronically transferred to each employee's time record without a personal computer and can be used to complete leave requests and timecard submissions.

The software includes advanced scheduling for the Police and Fire Departments to manage the advanced scheduling complexities. Supervisors can manage and approve scheduled work shifts, time off requests, trade requests, court appearances, training, availability and more from a computer or mobile device. For the employee, virtually everything is visible and accessible from one electronic calendar. The fire department presently uses a ledger book to manually enter and track the schedules while the police department uses a computer program with limited capabilities.

The Time and Attendance software is hosted by Tyler Technologies in a software as a service arrangement and is not hosted on the City of Cumberland servers.

The amount for this, \$95,853.73, is budgeted from 001.033.48200, software maintenance.

File Attachments for Item:

. Order 28,045 - authorizing an amendment to Order No. 27,871, originally approved October 21, 2025 for the purchase of 4,500 feet of Eight inch C900 Pipe from L/B Water Service for the Shades Lane Water Line Replacement Project, increasing the not to exceed amount from \$100,000 to the new not to exceed amount of \$108,000



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

ORDER NO. 28,045

DATE: June 2, 2026

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

THAT, an amendment to Order No. 27,871, originally approved October 21, 2025 for the purchase of Four Thousand Five Hundred (4,500) feet of Eight (8) inch C900 Pipe from L/B Water Service for the Shades Lane Water Line Replacement Project, increasing the not to exceed amount from One Hundred Thousand Dollars and No Cents (\$100,000.00) to the new not to exceed amount of One Hundred Eight Thousand Dollars and No Cents (\$108,000.00).

Mayor Raymond M. Morriss

Budget:
002.141.02

Council Agenda Summary

Meeting Date: June 2, 2026

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order to Amend Council Order 27,871 from \$100,000 to \$108,000 to Purchase 4,500' of 8" C900 Water Pipe for the Shades Ln. Water Line Replacement Project from L/B Water Service, Inc. Selinsgrove, PA, 17870.

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

Requesting an amendment in order 27,871 to allow the purchase of 8" C900 water pipes in the amount of 4,500' from L/B Water Service in the amount not to exceed \$100,000 to not exceed \$108,000 for the entire project. These items are for the Shades Ln. water main replacement project. In accordance with the city's purchasing guidelines these items were put out for bid to four different distributors. L/B Water was awarded the pipe portion of the project as they came in as the lowest bidder.

Amount of Award:

\$108,000

Budget number:

002 141.02

Grant, bond, etc. reference:

File Attachments for Item:

. Order 28,046 - accepting the report of the City Administrator advising that, with regard to the proposed public right of way closure at the Strathmore Boulevard Alley, he observed no damages caused to the adjacent property owners as a result of the closure, and any added value would be formally determined by the Maryland Department of Assessments and Taxation



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

ORDER NO. 28,046

DATE: June 2, 2026

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

THAT, the report of the City Administrator, dated May 26, 2026, be and is hereby accepted, advising that, with regard to the public right of way closure of all that parcel of land known as the Northerly portion of Strathmore Boulevard, approved by Ordinance No. 4051 and initiated by Howard R. Strauss and Lisa Strauss, there were no damages caused to the adjacent property owners, property all owned by Howard R. Strauss and Lisa Strauss, and that any apparent added benefit to the property owners would be determined by the MD Department of Assessments and Taxation.

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND *Maryland*

MAYOR

RAYMOND M. MORRIS

COUNCIL

RICHARD J. CIONI, JR.

EUGENE T. FRAZIER

JAMES L. FURSTENBERG, III

BRIAN R. LEPLY

CITY ADMINISTRATOR

JEFFREY F. SILKA, ICMA-CM

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

ALLISON K. LAYTON, CPM

May 26, 2026

Allison Layton
City Clerk
City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

Dear Mrs. Layton:

With regard to Ordinance No. 4051 passed May 5, 2026, providing for the closure of ALL that piece or parcel of land being found as that Northerly portion of Strathmore Boulevard (50 feet) found North of a right-of-way (12 feet) from Seton Drive between Braddock Heights Addition found on Plat 178 and Plat 179, the portion of Longwood Drive (40 feet) East of Seton Drive (60 feet), and an Alley (12 feet) between Lots 67 through 75 and Lots 76 through 83 of said Braddock Heights Addition found on Plat 179 as found among the Land Records of Allegany County, Maryland

Please be advised that on May 26, 2026, I did personally visit the site for the purpose of assessing damages and awarding benefits to abutting property owners resulting from the aforesaid closing.

Howard R. Strauss and Lisa Strauss own the land on both sides of the portions of Strathmore Boulevard, Longwood Drive and Unnamed Alley being closed by this Ordinance accordance with Section 127A of the City Charter requiring the Alleys be split between abutting property owners in equal proportions according to their length or breadth. As a result of my assessment, I have determined that there are no damages caused to the adjacent property owner as a result of this closure. Furthermore, there is no apparent added benefit to the property owner, but any added value to the property will be formally determined by the Maryland Department of Assessments and Taxation.

Respectfully,

Jeffrey F. Silka
City Administrator

File Attachments for Item:

. Order 28,047 - authorizing the execution of a BMX Facility Long-Term User Agreement for the use of the BMX Bike Track and appurtenances in the Mason Sports Complex through June 30, 2027



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

ORDER NO. 28,047

DATE: June 2, 2026

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

THAT, the Mayor be and is hereby authorized to execute a BMX Facility Long-Term User Agreement by and between the Mayor and City Council of Cumberland and Riverside BMX, providing for terms for use of the BMX bike track and appurtenances in the Mason Sports Complex through June 30, 2027, and renewable for one (1) year periods upon mutual agreement of both parties.

Raymond M. Morriss, Mayor

BMX Facility Long-Term User Agreement

THIS BMX FACILITY LONG-TERM USER AGREEMENT ("Agreement") is made and executed this 12 day of April, 2026, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (hereinafter referred to as "City"), and **RIVERSIDE BMX** (hereinafter referred to as "User").

WITNESSETH:

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Description of Premises - City agrees to allow User the use of a portion of land located at Mason Sports Complex which is the current location of the BMX bike track and the appurtenances thereto (which BMX track and appurtenances are hereinafter referred to in this Agreement as the "Premises").

2. Use of Premises – User agrees that the Premises shall be used exclusively for conducting bicycle motorcross events and practice session for the community sanctioned through the National Bicycle League.

3. User as Operator of the Premises - User shall be the exclusive operator of the Premises. User shall provide trained and competent staff to provide adequate and reasonable supervision during all times of use. Trained and competent staff shall mean officers of the User who are 18 years of age or older and who are familiar with planning, promotion, and operation of a BMX track. User shall provide a minimum of one staff person at all times when the track is in use and a minimum of two staff people during racing activities. User may restrict use to specific days and specific times during the day.

User shall restrict use of the Premises to those persons covered under User's general liability insurance policy. City shall not authorize others to use the Premises without the User's consent.

4. General Public Use –User shall provide times when the Premises is open for use by the general public under Users general liability insurance. User shall provide to the City a schedule of public use times and shall post this schedule at the Premises.

General public use of the Premises shall not be permitted unless such use is covered under User's general liability insurance policy. User shall prominently post signage on the Premises at all entry points for the purpose of notifying the public that unauthorized entry is prohibited and that trespassers will be prosecuted.

5. Term of Agreement – This Agreement shall extend from the date of execution to the 30th day of June, 2027.

6. Renewal – This Agreement may be renewed for additional one (1) year periods upon mutual agreement of the parties. User must submit written request for renewal at least ninety (90) days prior to the end of the then-current term of the Agreement.

7. Rent – City shall charge no monetary rent for the use of the Premises.

8. Program Responsibility - User has sole responsibility for the recreational program anticipated by this Agreement. The recreational program offered by the User may not discriminate based on race, color, creed, national origin, religion, disability or gender. The City shall have no obligation to assist in the provision of services that the User intends to provide by virtue of this Agreement or to provide the services if the User terminates this Agreement, except as expressly provided for by this Agreement.

9. Concessions and Vendors – During the initial term of this Agreement, User may operate a food concession at the Premises for the purpose of raising funds to cover the operating expenses of the facility. All such activities shall be in full compliance with all applicable laws, ordinances, and regulations. Thereafter, concession rights will be subject to approval by the City. User may allow private vendors to operate food concessions and bicycle-related concessions at the Premises. User shall ensure that any private vendor has general liability coverage in the amount of One Million Dollars (\$1,000,000.00) and User shall obtain a Certificate of Insurance from any private vendor naming both User and City as additional named insured.

10. Fees Charged by User – User may charge a reasonable and nominal fee for the use of the Premises during times when it is open for public use, provided public use of the facility is covered under User's general liability insurance policy, but the charge must be applicable to all users during that time. User may require membership in the USA BMX for non-open time use of the Premises in order to ensure

that participants are covered by the USA BMX's insurance policy. User may also charge entrance fees to participants in special events sponsored by User.

Revenues generated by fees shall be used for the operation and maintenance of the Premises, construction of facilities on the Premises, or providing recreational programs at the Premises. If requested by the City, User shall provide an annual accounting of revenues and expenses related to the use and operation of the Premises.

11. Ownership of Improvements – All permanent improvements to the Premises, including but not limited to restrooms, concession buildings, dirt track, fencing, guardrails, lighting, scoreboards, signs, and parking facilities, are the property of the City. Permanent improvements or fixtures made or attached to the Premises by any party during the term of this Agreement shall become the property of the City when installed, with the exception of any starting gate supplied by User, which shall remain the property of User.

12. Maintenance of Premises

a. Grounds. User shall maintain the grounds of the Premises, including, but not limited to, track repairs, mowing, seeding, fertilizing, sweeping, and clean-up of trash, debris, leaves, and downed branches. City will maintain all trees, including planting, trimming, and removal of dead trees.

b. Bleachers. User is responsible for all maintenance, repairs, and replacements of bleachers at the Premises. Any bleacher repairs shall require a City building permit and must be inspected by the City.

c. Fencing. City shall maintain the perimeter fence currently located at the Premises.

d. Track Lighting. User is responsible for all maintenance, repairs, and replacements of track lighting at the Premises. Track lighting shall be directional and directed to avoid a nuisance to neighboring properties.

e. Scoreboards and Signs. User shall be responsible for all maintenance, repairs, and replacements for scoreboards and signs.

f. Parking. User is responsible for the cleanup of trash and general debris in parking areas adjacent to the Premises.

g. Safety. User assumes full responsibility for inspecting, maintaining, and supervising all structures and facilities for which User is responsible in a safe and proper operating condition to minimize the risk of personal injury. City reserves the right to inspect any structure or facility on the Premises and may issue a notice to User for any structural or maintenance deficiencies. Upon receipt of such notice, User shall make the necessary improvements within seven (7) calendar days, unless City agrees, in writing, to extend the time.

h. Exterior Colors. User must obtain approval from City when altering the exterior colors or appearance of any existing structure or facility at the Premises.

13. Construction of Improvements – User must obtain approval from City for all permanent improvements to the Premises and obtain all necessary permits for the approved construction. User is solely responsible for the design of the BMX track and the safety of both the design and the construction of the track.

14. Utilities and Services – Utilities and services shall be provided and paid for by the parties as indicated below:

UTILITY / SERVICE	CITY	USER	NOT AVAILABLE
Electricity		X	
Water	X		
Gas			X
Telephone			X
Trash Hauling	X		

15. Signs and Advertisements – All signs or advertisements installed or displayed on the Premises must be approved by City. Approval will be based on size, content, location, and visibility. City reserves the right to remove any signs or advertisements from the Premises that it has not approved and User agrees to pay the cost of any such removals. User shall be permitted to place advertising

billboards around the perimeter of the track and structures on the Premises to generate income for the operations.

16. Hold Harmless – User will indemnify and hold City harmless from any and all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in, or about the Premises or to the Premises resulting from any act done or omission by or through User, its agents, employees, volunteers, invitees, or any other person on the Premises by reason of the User’s use or occupancy of the Premises and any and all loss, cost, liability, or expense (including, but not limited to, reasonable attorneys’ fees and litigations expenses) resulting therefrom. User will maintain, operate, and supervise the Premises in a safe and careful manner. User shall indemnify and hold City harmless from any and all loss, liability, cost (including, but not limited to, reasonable attorneys’ fees and litigation expenses), or damages that may occur or be claimed arising out of, as an incident to or as a result of User’s breach of the terms of this Agreement.

17. Insurance

a. Buildings and Structures. The City shall provide building and structure insurance in the same manner and amount that it would for any City-owned park structure. Providing this insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. User may carry additional insurance at User’s cost if such insurance is available.

b. General Liability. User shall provide general liability insurance in the amount of One Million Dollars (\$1,000,000.00) covering all activities of the User, its participants, members, volunteers, spectators, agents, and uses of the facility whether authorized or unauthorized. This insurance must also extend to the preparation and sale of any food on the Premises if food will be distributed or sold. The insurance policy will name the **“Mayor and City Council of Cumberland”** as an additional insured and will include an endorsement requiring the insurer to provide City with no less than thirty (30) days advance notice of its cancellation. Prior to the execution of this Agreement and from time to time upon request of City, User shall provide City with a Certificate of Insurance evidencing the coverage referenced above. User agrees to immediately cease all use of the Premises if its general liability insurance is canceled or expired or if it has reason to believe that the insurance has expired or has been canceled-. User must notify the City immediately in the event it has reason to believe the said insurance has expired or has been canceled.

c. **Contents.** User is solely responsible for insurance for all personal property kept on the Premises if the User elects such coverage. The City will not provide insurance for any personal property not owned by the City.

18. Damage to Personal Property – User is responsible for all personal property kept, stored, or placed on the property in conjunction with the User's use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.

19. Public Requirements – User shall comply with all laws, orders, ordinances, park rules and regulations, permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises, and shall indemnify and hold the City harmless from all expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses), fines, penalties, damages or costs of any kind or nature resulting from its failure to do so. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances, nor from any other requirements of law due to title being in the name of City.

20. Assignment or Sublease – User may not assign this Agreement nor may it sublease the Premises, in whole or in part without the written consent of City.

21. Liens and Encumbrances – User may not encumber the Premises or any property, fixtures, or improvements located thereon. User shall promptly pay when due all obligation or indebtedness incurred by virtue of this Agreement. This Agreement is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.

22. City Assistance – The terms of this Agreement shall not be interpreted to prohibit User from requesting that City provide additional services or support nor shall they be interpreted to prohibit City from providing additional services or support. City may grant additional services or support or deny requests therefore in its sole discretion, with or without basis.

23. Notices – Any notice sent to the parties shall be to the following addresses:

City: Mayor and City Council of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

User: Riverside BMX, Inc.
Kim Hazel
218 Humbird Street
Cumberland, MD 21502

24. Current User Information – User will provide City with a current list of all officers including names, titles, home addresses, and telephone numbers. User will provide an updated list within thirty (30) days of any change in the foregoing and with each Agreement renewal request.

25. Governing Law. This Agreement shall be construed under the laws of the State of Maryland. The parties hereto hereby agree to be subject to the jurisdiction of and waive any objection to the venue of any action filed by one against the other, in any court located in Allegany County, Maryland, and waive any claim that such courts constitute inconvenient fora. Unless otherwise agreed, all litigation arising out of or as an incident to the terms or execution of this Agreement shall be instituted and prosecuted in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland.

26. Captions/Headings. The captions and headings inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, any provision hereof, or in any way affect the interpretation of this Agreement.

27. Waiver of Trial by Jury. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY PROVISION THEREOF. 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. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

28. Entire Agreement. It is expressly understood and agreed that this Agreement is the entire agreement of the parties and that there are and were no verbal representations, warranties, understandings, stipulations agreements, or promises pertaining to this Agreement not incorporated in this Agreement. It is likewise agreed that this Agreement may not be altered, waived, amended, or extended except by an instrument in writing signed by both parties hereto.

29. Public Health Contingencies. The terms and conditions of this Agreement are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

The parties hereby agree and represent to each other that the undersigned have the authority to accept and sign this Agreement.

ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

Allison K. Layton

By: _____
Raymond M. Morriss

WITNESS:

RIVERSIDE BMX, INC.

Signature

By: Burdon W. McRobie