



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 St. Cumberland, MD 21502

DATE: September 16, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Director's Reports

(A) Administrative Services

1. Administrative Services Monthly Report for August 2025

(B) Public Works

1. Maintenance Division Monthly Report for August 2025

(C) Fire

1. Fire Department Monthly Report for August 2025

(D) Police

1. Police Department Monthly Report for August 2025

(E) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer Monthly Reports for August 2025

Approval of Minutes

1. Approving the Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes of September 2, 2025

Public Comments

All public comments are limited to 5 minutes per person

New Business

(A) Orders (Consent Agenda)

- [1.](#) Order 27,835 - declaring a certain Cumberland Police Department Vehicle to be surplus property and authorizing it for sale, trade in, scrap or disposal
- [2.](#) Order 27,836 - accepting the purchase agreement from Timbrook Chrysler, Dodge, Jeep, Ram for the purchase of a 2023 Jeep Grand Cherokee at a final cost of \$23,499
- [3.](#) Order 27,837 - accepting the bid from Ameri-Seal LLC to perform milling of City streets in support of the Street Department's Fall paving operations in the amount not to exceed \$95,000
- [4.](#) Order 27,838 - accepting the proposal from Victory Trenchless for the continuation of CIPP sewer line rehabilitation on Beechwood Drive, Williams Street, and additional locations as determined by the Sewer Department Superintendent in the amount not to exceed \$339,094, in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts
- [5.](#) Order 27,839 - authorizing naming opportunities for the benches and the waterfall on Baltimore Street under the guidelines that a bench opportunity is \$1,000 and lasts for the useful life of the bench, and the waterfall opportunity will either be \$5,000 for a five year naming right or \$10,000 for a ten year naming right with the proceeds being utilized exclusively for the maintenance of Baltimore Street amenities
- [6.](#) Order 27,840 - authorizing the execution of a Fiscal Agent and Grant Agreement by and between the Maryland Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of \$120,000.00 in funding for the "Messick Road Sewer Extension"; and further authorizing the City Comptroller to accept said grant funds and the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds
- [7.](#) Order 27,841 - accepting the proposal from Belt Paving, Inc. to provide, mill, patch and paving work on Mechanic Street (City Project 2025-16-PVG) in the total amount not to exceed \$31,919.34, utilizing pricing obtained through the Maryland State Highway Administration's (SHA) existing contract in accordance with City Code Section 2-171(c)
- [8.](#) Order 27,842 - approving a change in traffic flow for Ascension Street, converting from two-way traffic to one-way traffic with traffic entering from Williams Street to Baker Street and also Jefferson Street, converting from two-way traffic to one-way traffic with traffic entering from Baker Street to Maryland Avenue; Parking will remain allowable on one side of the street on both Ascension and Jefferson Streets
- [9.](#) Order 27,843 - accepting the sole source proposal from Bortek Industries for the purchase of one Demo Dulevo D6 Street Sweeper in the total amount not to exceed \$325,000, in

accordance with City Code Sec 2-171(c) relating to purchasing cooperatives and piggyback contracts

- [10.](#) Order 27,844 - authorizing the execution of an Operating Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not to exceed \$25,000 in grant funds to the City to be used for operating support through the Main Street Improvement Program, and authorizing the City Comptroller to accept these funds
- [11.](#) Order 27,845 - authorizing Special Taxing District residential exemptions for 27 N. Centre Street in the amount of \$355.91, 50-52N. Centre Street in the amount of \$313.34 and 43-45 N. Liberty Street in the amount of \$220.63.
- [12.](#) Order 27,846 - authorizing the execution of both an Engineering Procurement & Installation Agreement by and between the Mayor and City Council of Cumberland and Centrica Business Solutions Services, Inc., relative to the installation and maintenance of ground and roof mounted solar arrays located at 400 E. Offutt Street at a contract price not to exceed \$4,241,351.96
- [13.](#) Order 27,847 - authorizing the execution of a Solar PV Maintenance & Production Guarantee Agreement with Centrica Business Solutions Services, Inc., relative to the annual maintenance of ground and roof mounted solar arrays located at 400 E. Offutt Street at an annual contract price not to exceed \$21,902 with the annual maintenance agreement commencing on the date notified in writing by Centrica that all of the conditions in respect of the systems have been met and shall continue for an initial term of five years with automatic renewal for up to two successive renewal terms of five years each unless earlier terminated in writing as specified in the contract terms

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for August 2025

Administrative Services Monthly Report for August, 2025

2025

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of August, 2025.

Information Technology Department

August 2025

Johnna Byers, Director

Statistics

186 new help desk requests

140 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Coordinate Parking System replacement project
- Assist with police mobile data terminal issues
- Assist with body camera issues
- Assist police with shift supervisor video wall project
- Continue updating PCs to Windows 11 from Windows 10

Cumberland Main Street Report
August 2025
Melinda Kelleher, Main Street Manager

Meetings/Presentations

- Meeting with Wes Heinz at Western MD Scenic Railroad to discuss holiday promotions and collaborations
- Chamber After Hours at The Kensington on 8/20
- Comprehensive Plan Community meetings on 8/21 and 8/28
- Meeting with Taylor Layton to plan social media and ENews for Main Street
- Virginia Avenue Kick-off meeting planning with Jeff, Ruth and Taylor (2)
- City Special Events Committee meetings (3)
- Canal Towns Partnership Meeting in Paw Paw on 9/10
- Baltimore Street Tour with Oakland Main Street Director on 9/11

Main Street Meetings/Training

- Main Street Power Hour – Community Assessment & Evaluation
- Registered for Main Street Maryland Annual Conference in Easton on October 7-8

Projects

- Finalized the Naming Opportunities program for downtown benches and the waterfall. Worked with the Finance Department on plans for payments. Roll out by end of September.
- FY26 Main Street Improvement Program Grant (\$25,000) – oversaw execution of grant agreement with the City; set up coding for expenses with the finance department
- Project Restore grant – Requests for funds for awardees, working closely with new businesses
- Virginia Avenue Corridor of Opportunity – Walk the area and personally invite business owners to attend/hand-out flyers; Stakeholder Kick-off – 9/9; follow-up thank you email for attending kick-off
- Main Street grant – work on job description for PT contract position

Parks and Recreation

August 2025

Ryan Mackey, Director

- Meetings attended:
 - Aug 1 – Community Trail Meeting
 - Aug 5 and 19 – Special Events Meeting
 - Aug 8 – Rec Technologies Meeting
 - Aug 11 – Sexual Harassment Training
- Events:
 - Concerts in the Park Series Aug 3, 10, 17, 24, and 31st (Last Concert)
 - Day Camp ending – August 8th
 - Pavilion rentals – 20
 - Skatepark started pouring concrete
 - Poured in place surfacing at Gene Masons has started
 - Field renovations have started for Gene Masons
- Upcoming:
 - Pool Closing 9/1

□

Community Development Report

August 2025

Kevin Thacker, Code Compliance Manager

Noted Activity:

- 765 Maryland Ave - \$15,000 rehab grant complete with \$59,332.23 total investment.

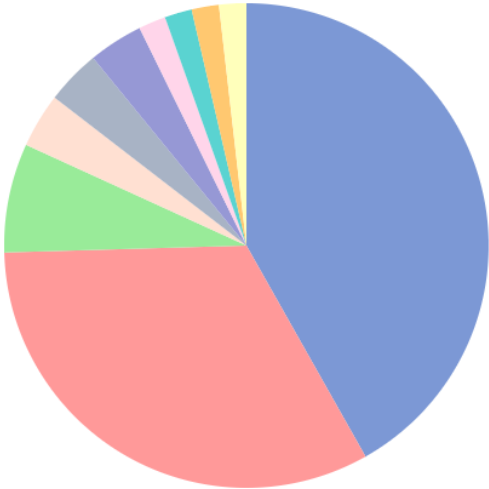
Code Enforcement Activity:

106 new cases received – 37 of those are still open

53 violations were found

69 cases have been resolved

Open Date From: 08/01/2025
Open Date To: 09/30/2025



Violations by Violation Type			
	Cutting of weeds	23	41.8%
	Dwellings, yards and lots to be kept clean	18	32.7%
	Licensing of rental dwelling units	4	7.3%
	Order to vacate	2	3.6%
	Registration of agents	2	3.6%
	Duties of owner and operator	2	3.6%
	Certain conditions declared nuisances	1	1.8%
	Dog or cat owners to remove feces	1	1.8%

Permits/Reviews & Rental Licenses:
58 Total Permits/Reviews were issued
46 Rental Inspections were completed

Building	Miscellaneous	Occupancy	Signage
Residential.....2	Residential.....9	Residential 4	Residential 0
Commercial.....1	Commercial.....2	Commercial 7	Commercial 1
Electrical	Plumbing	Utility	Demolition
Residential.....5	Residential.....2	Residential 1	Residential 1
Commercial.....2	Commercial.....1	Commercial 0	Commercial 0
Public ROW	Rental Licenses	Rental Inspections	Zoning Determination
Issued16	Issued576	Passed 36	Issued 0
		Failed 10	

Plans, Reviews, Amendments and Appeals (ZA, RPR, SR, ZMA, ZTA, SRA)	Certificates of Appropriateness
SPR Issued for Allegany County1	Issued 1
	Request for Change/Amendment
	Issued 0

Revenue from ‘Issued’ Permits/Reviews:

Building Permits.....	\$504.00
Miscellaneous Permits.....	170.00
Occupancy Permits	260.00
Sign Permits	18.00
Utility Permits	2,178.00

Plan reviews, Amendments & appeals	0.00
Zoning Determination (info request)	0.00
Municipal Infractions (citations).....	0.00
Certificates of Appropriateness (COA-RCA).....	30.00
Rental Licenses (new & renewal).....	31,925.00
Paid Rental Inspection Requests.....	0.00
TOTAL	\$35,085.00

Demolition Bonds Collected.....\$0.00

COMMUNITY DEVELOPMENT PROGRAMS:
Lee Borrer, Senior Community Development Specialist

July through August is a disorienting time for CDBG. The end of the fiscal year is June 30 and while spending continues; staff holds the July draw until the audit is complete. Upon completion of the audit, finance staff compiles a June supplemental draw.

This year is no different as we worked on gathering financial and narrative information for the Consolidated Annual Performance Evaluation Report (CAPER) to the US Dept of Housing and Urban Development which is due at the end of September each year.

Due to staff turnover at HUD Headquarters and new Presidential Administration requirements, PY 2024 Substantial Amendment reviews have been delayed; which in turn delays the creation of the IDIS CAPER reporting. City staff and HUD leadership remained in contact and a conclusion is expected very soon. A public hearing will take place at a regular Mayor and City Council meeting upon completion of the Consolidated Performance Evaluation Report for 2024; before which the report will be publicized and available on the City of Cumberland's official website affording 15 days for public comment.

Similarly, the official approval letters for the 2025-2029 Consolidated Five Year and 2025 Annual Action Plan have been delayed. However, staff has been notified that the City's plans are approved. We wait for the grant award letter and funds transfer to LOCCS, which is HUD's grant payment system.

Therefore, the CDBG report for August reflects the status of funds remaining after the June 2025 supplemental draw which is also the final end of year report for Program Year (PY) 2024; July 1, 2024- June 30, 2025. Certified expenditures for the fiscal year beginning July 1, 2024 and ending June 30, 2025 were \$726,071.53. The July 2025 and August 2025 draws will be completed in September and be reported together in the September monthly report.

Staff is planning and revising the CDBG presentation for the Citizens Local Government Academy class of 2025 in September.

Administrative planning for the 2025 Annual Action Plan activities are underway as files are created. Environmental Review Records (ERR's) are being compiled for these new activities.

Regular CDBG

The Substantial Amendment #1 04112025 has been incorporated into the reporting on CDBG projects/activities.

Community Development Block Grant Program	July 2025 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
2022 Const Pk (amended)	2022	\$167.04	\$0.00	\$167.04
2022 Grant Totals	2022	\$167.04	\$0.00	\$167.04
2023 Const Pk (amended)	2023	\$42,231.28	\$0.00	\$42,231.28
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
2023 Grant Totals		\$120,231.28		\$120,231.28
Baltimore St Redesign Ph 5 Areas	2024	\$330,000.00	\$0.00	\$330,000.00
Alleg Youth Enrichment Youth Center Rehab	2024	\$24,000.00	\$0.00	\$24,000.00
Admin	2024	\$113,818.00	\$77,687.69	\$36,130.31
IC	2024	\$15,182.00	\$8,370.00	\$6,812.00
FH	2024	\$11,000.00	\$6,787.44	\$4,212.56
ACDSS Emerg Rental Assistance	2024	\$10,000.00	\$6,054.95	\$3,945.05
ACDSS Emerg Sewer/Trash Assistance	2024	\$10,000.00	\$7,688.75	\$2,311.25
SOAR Program	2024	\$26,500.00	\$19,568.28	\$6,931.72
Targeted Foot and Bike Patrol	2024	\$4,960.00	\$4,130.88	\$829.12
YMCA Food Program	2024	\$8,000.00	\$8,000.00	\$0.00
Parks and Recreation Improvements	2024	\$199,535.00	\$0.00	\$199,535.00
2024 Grant Totals		\$752,995.00	\$138,287.99	\$614,707.01
			Total All Yrs	\$735,105.33
July 2025 CDBG Report 9/2/25				
Post June 2025 draw and Supplemental June 25 Draw				

*last updated in August as July 2025 report

this is July 2025 report before July draw including the June Supplemental on August 26, 2025.

CDBG-CV COVID funds

Cumberland Mayor and City Council was awarded CDBG funds to respond to the CORONAVIRUS in 2020 under the first and third rounds. A total of \$596,161 funded 11 activities. One activity was terminated. Other existing activities were reallocated un-used or returned CDBG-CV funds. Three

CDBG-CV activities were underway in 2024. Cumberland began the 2024 program year with \$82,795.64 in CV funds. \$82,781.53 was expended in the program year. \$14.11 remains. CDBG-CV funds will be exhausted by September 30, 2025.

2020 CARES ACT Reporting for PY 2024	CDBG	OG	Exp 2024	Balance
CV Broadband & Technology Accessibility	CV20 004	\$109,155.60	\$0.00	\$0.00
CV AYES Youth Center Rehab	CV20 006	\$190,050.73	\$5,327.39	\$14.11
CV Family Crisis Rehab Ctr	CV20 009	\$84,544.00	\$0.00	\$0.00
CV Small Bus Grant TERMINATED	CV20 001	\$0.00	\$0.00	\$0.00
CV Hazard Pay Relief	CV20 002	\$55,000.00	\$0.00	\$0.00
CV HRDC Emerg Assistance	CV20 003	\$24,992.05	\$0.00	\$0.00
CV Associated Charities Emerg Homeless Prev	CV20 005	\$7,614.48	\$0.00	\$0.00
CV YMCA Trans Hous Sanitizer	CV20 007	\$6,750.00	\$0.00	\$0.00
CV YMCA Gym Roof	CV20 008	\$40,600.00	\$0.00	\$0.00
CV Constitution Park Trails	CV20 010	\$14,153.74	\$14,153.74	\$0.00
CV Constitution Park Playground	CV20 011	\$63,300.40	\$63,300.40	\$0.00
		\$596,161.00	\$82,781.53	\$14.11
CV Expended in Prior Years		\$513,365.36		
		Totals		
KEY		\$513,365.36		
Open CV activities		\$82,781.53		
2024 Active CV activities		\$596,146.89		
Completed CV activities		\$596,161.00		

Historic Planning/Preservation

August 2025

In addition to serving the public and answering daily questions and inquiries I did the following:

Historic Preservation Commission Meeting (HPC)

- No August HPC Meeting held due to lack of COA's
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

Meetings & Events

Attended various meetings as required and necessary.

Managed and coordinated Comprehensive Plan Update Meetings

Worked with team to plan for Virginia Ave. Corridor of Opportunity Meeting

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan
- Roof Replacement Program
- Choose Cumberland Relocation Package
- Mid-town Façade Grant

- Downtown NR Update
- DHCD Revitalization Funding Projects
- Participated in ICMA Grant Requirements
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions and processed paperwork (as needed) regarding tax incentives from both current and potential building owners.

Human Resources

April Howser, HR Officer/Justin Lam, HR Associate
August 2025

- Time & Attendance System
 - * Helped answer questions and fix minor issues
 - * Relayed complex issues from Pay Clerks to Support Staff
- Employee Benefit Investigations
- Employee Retirement System Investigation
- Internal Employee Investigations
- Administered FMLA Program for City
- Administered Workers Comp Program for City
- Administered City's Drug testing
- Bi-Weekly Payroll
- YMCA Enrollments
- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed & In-House
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions
- New Hire Interviews

- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- Reviewed Personnel Policies with Director of Administrative Services
- Insurance Invoicing
- Administered Police & Fire Testing
- Hiring & Onboarding of New Employees
- AFSCME Reporting
- UFCW Reporting
- Scheduled Employee Physicals
- Final Pays
- Sexual Harassment Training for Supervisors (August 11 & 28)
- Gathered information & documents related to employment issues & uploaded documents

to proper authorities

	31-Aug
Open positions	7
New Hires	1
Retirements	0
Resignations	2
Terminations	3
FMLA	1
Workers Comp	0
Elected Officials	5
FT Employees	252
PT Employees	50
Contractual Employees	5

Comptroller's Office
Financial Activity Report
August 2025
Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of August 2025.

On August 1, 2025, the City had a cash balance of \$16.9 million (\$13.8 million invested in a value money market program and \$3.1 million participating in a sweep program at First United Bank). Receipts exceeded disbursements by \$830 thousand resulting in a cash balance of \$17.8 million at August 31, 2025 (\$13.8 million invested in a value money market program and \$4.0 million participating in a sweep program at First United Bank).

As of August 31, 2025, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 9,675,404
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2026	\$ 10,340,947	\$ 2,204	\$ (12,154)	2,085,612	\$ -	\$ 8,245,385
FY 2025	925,280	19,507	(5,345)	61,323	-	878,119
FY 2024	355,954	772	(13,044)	15,643	-	328,039
FY 2023	60,544	690	(163)	1,148	-	59,923
FY 2022	46,093	-	(88)	103	-	45,902
FY 2021	28,523	-	(85)	-	-	28,438
FY 2020	39,225	-	(84)	-	-	39,141
FY 2019	9,028	-	(85)	107	-	8,836
FY 2018	9,310	-	(85)	-	-	9,225
FY 2017	7,618	-	(77)	-	-	7,541
FY 2016	6,937	-	(68)	-	-	6,869
FY 2015	5,936	-	(68)	-	-	5,868
FY 2014	4,491	-	(77)	-	-	4,414
Prior FY's	7,939	-	(235)	-	-	7,704
	\$ 11,847,825	\$ 23,173	\$ (31,658)	\$ 2,163,936	\$ -	\$ 9,675,404

The current year tax receivable balance is comprised of the following:

Real property (non-owner occupied)	\$ 4,648,945
Personal Property	568,703
Real Property (semiannual payments)	3,027,737
Real Property (Half Year)	-
	<u>\$8,245,385</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments

table. Restricted cash is comprised primarily of American Rescue Plan Act (ARPA) funds received in advance and CSX funding restricted for capital projects.

Cash and Investment Summary
August 31, 2025

	Cash	Investments
Beginning Balance	\$ 16,915,822	\$ 11,879,905
Add:		
Cash Receipts	6,681,240	43,564
Investment Transfer	-	-
Less:		
Disbursements	5,851,806	-
Investment Transfer	-	-
Ending Balance	\$ 17,745,256	\$ 11,923,469
Restricted	\$ 1,952,570	\$ -

The table below illustrates cash restrictions and restricted investments associated with specific expenditures and/or capital projects.

Restricted Cash

	8/1/2025	Increase	Utilization	8/31/2025
Police Seizures	\$ 71,894	\$ -	\$ -	\$ 71,894
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	76,252	-	10,882	65,370
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	132,044	16,747	-	148,791
DDC	14	-	-	14
Capital Projects	1,399,058	-	-	1,399,058
Demolition & Fiscal Agent Bonds	113,163	-	-	113,163
	\$ 1,946,705	\$ 16,747	\$ 10,882	\$ 1,952,570

Increases to Capital Projects and Bowers Trust are interest earnings.

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

DDC restricted cash was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain.

National Opioid Settlement is for opioid intervention in Cumberland. Increases are additional distribution payments received.

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds as well as the accumulated debt and proceeds for the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	8/1/2025	Increase	Utilization	8/31/2025
CDA 2021	637,862	-	48,666	589,196
CDA 2023	782,545	-	-	782,545
CDA 2024	758,128	-	211,483	546,645
CDA 2025	3,767,453	-	141,928	3,745,525
	\$ 5,945,988	\$ -	\$ 402,077	\$ 5,663,911

CSO Projects

	8/1/2025	Increase	Utilization	8/31/2025
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 77,546,603	\$ -	\$ -	\$ 77,546,603

CDA 2021 \$49K utilization includes \$17K toward Baltimore Street Access and \$32K toward Marion Street Bridge. CDA 2024 \$211K utilization includes \$7K toward police vehicles, \$116K for paving, and \$88K for Wastewater Treatment Plant roofing. CDA 2025 \$142K utilization includes \$2K toward police vehicles, \$62K toward garage entry and software, \$75K for paving, and \$3K toward cross connections.

Remaining CDA 2021 funds are primarily allocated to Baltimore Street redevelopment (\$361K), 5-ton dump truck (\$70K), Marion Street bridge (\$61K) and intersection light improvements (\$97K).

Remaining CDA 2023 funds consist primarily of a 5-ton dump truck (\$64K), water filtration building design (\$466K), tool body truck (\$110K), WWTP main pump replacements (\$75K) and WWTP roof replacements (\$61K). Remaining CDA 2024 funds are primarily allocated to sewer lining (\$203K), main pump replacements (\$79K), and WWTP roof replacements (\$50K). Remaining CDA 2025 funds are primarily allocated to sewer lining (\$160K), WWTP roof replacements (\$200K), watermain replacements (\$240K), hydrants and cross connections (\$296K), paving and concrete repair (\$1.1M), storage building (\$150K), garage entry software and equipment (\$59K), fire truck (\$898K), SCADA improvements (\$104K), and patrol vehicles (\$22K).

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY26 or FY27. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million being forgivable.

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for August 2025

MAINTENANCE DIVISION REPORT AUGUST 2025

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
AUGUST 2025**

- Potholes and Citizen Reports
 - 45 Service Requests Completed
 - 22 Streets and 5 Alleys Repaired
- Street Maintenance and Utility Work
 - Emphasis on Asphalt utility repairs
 - We have completed all outstanding repairs in South End
 - Mill and Patch efforts are underway in main corridors
 - 80% of outstanding Asphalt Utility repairs have been completed
- Tree Removal and Pruning (Arborist)
 - 17 hazard trees were removed
 - 57 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 42 tree complaints and tree issues
- Street Cleaning Operations
 - New Street Sweeper has been narrowed to 3 Candidates.
 - Current Sweeper has been repaired
- Sign Work
 - 22 Traffic Control Sign Repaired / Installed
 - 8 Street Name Signs Repaired / Installed
 - 6 Handicap Signs Repaired / Replaced
 - 3 Handicap Signs Removed / Installed
- Miscellaneous
 - Work Continues at Masons Complex to get repaired and Re-opened.
 - General P&R Maintenance continues as scheduled
 - Mason's Playground Project Complete
 - New Gates installed at Mason's and The Duck Pond Hill.

Fleet Maintenance Monthly Report

August 2025

Department	Count of Maintenance Type
Central Services	3
Body Repair	1
Diagnostics	1
Lights and Electrical	1
Community Development	2
PM - Oil Change	1
Tires/Tire Repair	1
Fire	5
General Repair	1
Heating and Air Conditioning	1
PM - Oil Change	2
Transmission	1
Fleet Maintenance	1
Exhaust	1
Flood	2
Body Repair	1
General Repair	1
Parks and Rec	4
Body Repair	1
Tires/Tire Repair	3
Police	16
Battery	1
Body Repair	1
Diagnostics	2
Engine	2
General Repair	2
Oil and Filter Change	1
PM - Oil Change	6
Tires/Tire Repair	1
Sewer	3
Noise	1
PM - Oil Change	2
Street	8
Body Repair	1
Cooling System	1
Diagnostics	2
General Repair	2
PM - Oil Change	1
Welding and Fabrication	1

Water Distribution	6
General Repair	1
PM - Oil Change	3
Tires/Tire Repair	2
WFP	4
General Repair	2
Lights and Electrical	1
PM - Oil Change	1
WWTP	1
PM - Oil Change	1
Grand Total	55

CENTRAL SERVICES MONTHLY REPORT AUGUST 2025

- **City Hall:** Fix a monitor in the Council Chambers at City Hall for the IT Department that they said was not working. Cleaned up the boiler room.
- **Municipal Service Center:** Tried to fix middle garage door in the bucket truck tractor building at MSC. Called Overhead Door. Fixed a window in the Street Department's office that was off its track. Relocate the WIFI device in the Water Department office area. Hung an air hose reel in the mechanic's garage.
- **Public Safety Building:** Installing new carpet in rooms 220 and 221, 2nd floor police side. Unclogged drain in the laundry room 2nd floor Fire Department that was full of cooking grease and lint for washing machine. Install six 43-inch wall mount brackets and monitors in the supervisor's area at the Police Station. Also installed all the data cables and power for the project, along with whatever else was needed to complete the project. Inspected and greased the garage door. Looked at door #2 PSB Fire Department garage. They said the chain is loose. Getting a material list to change C3I and Engineering office around. TV monitors were taken down in the supervisor's area and installed in the 3rd floor training room. Bedroom door closest to the Battalion Chief's office is having issues with the automatic closer and not operating properly. Fire Department Garage Door #3 was catching when going up. Trimmed the track brackets that were causing the problem. Checked door #5 – top left roller was out of the track, so it was put back in and is working well.
- **Fire Stations #2:** Checked on the mini split A/Cs and garage door.
- **Downtown Area & Mall:** George Street light repairs on the three lights by the McMullen Building from Butler Alley to Baltimore St. Painted the old light poles and light heads before re-installing on George St. Helped DDC with bucket truck to take down cables on the mall. Helped re-set the grates in the bottom of the water fall on the mall. Checked that sump pump is working in the Queen City Dr underpass.
- **Parks:** Sewer Department camera the sewer drains at the main pool building to see if we could find the reason for the clogging. Grinder pump at Pavilions 1 & 2 was not working. Pulled pump and put back in service. Water leak in the lower bathroom at Mason Complex in the mechanical room between bathrooms. Took table and chair to the Craft House and put together. Fixed a leak in a sight glass at the main pool filter building at the Park. Removed photocell from pole light, and installed photo cell back on light. Toilets clogged up in both girls' and boys' bathrooms at the main pool building.
- **Traffic and Street Lights:** Reported 15 street lights for the power company to repair. Installed a small breaker panel in the traffic cabinet at the Maryland Ave, Virginia Ave, Oldtown Rd. intersection for the new LPR system being installed later this month. Replaced the burned-out green LED at the Dingle intersection. Installed the new LPR systems at 2 intersections (Maryland Ave. & Williams St. and Virginia Ave. & Maryland Ave.)

- **Other areas:** Picked up generator from Police camera trailer that was behind Uncle Jacks. Worked on the Centre St. playground lighting, removing the lights and re-wiring for new LEDs. Looked into how to get power to two lights on Centre St. and Dexter Place that were missed in the Baltimore St. Mall project. Picked up the lumber at Lowe's for the elevated sidewalk on Kelly Rd. Installed the elevated sidewalk on Kelly Rd. underpass. Fixed a leaking water line in the mechanical room in the lower bathroom at Mason Complex. Helped unload the broken concrete planter off the truck at the dump site over by the YMCA. Placed certificate of registration & inspection in the elevator at Frederick St garage.
- Received 60 work orders in August
- Completed 53 work orders in August
- Monthly Safety Meeting – August 6, 2025
- PMs on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

. Fire Department Monthly Report for August 2025

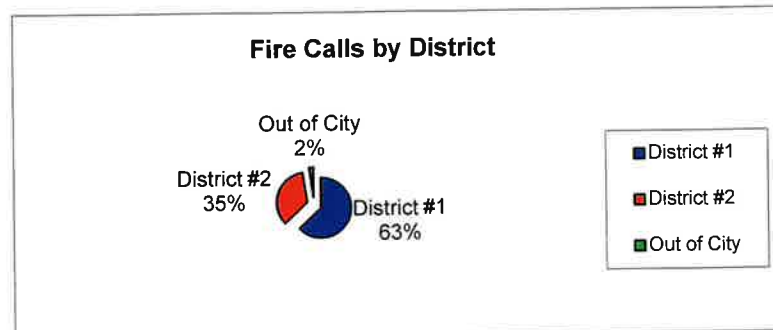
Report of the Fire Chief for August 2025
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 132 Calls in August 2025

Responses by District:

District #1	83
District #2	46
Out of City	3
	132

Additional Alarms: 0



Number of Alarms: 132

Calls Answered Below:

Property Use:

Public Assembly	3
Educational	0
Institutional	12
Residential	73
Stores and Offices	1
Storage	1
Manufacturing	0
Industrial/Utility	1
Special Properties	41
	132

Type of Situation:

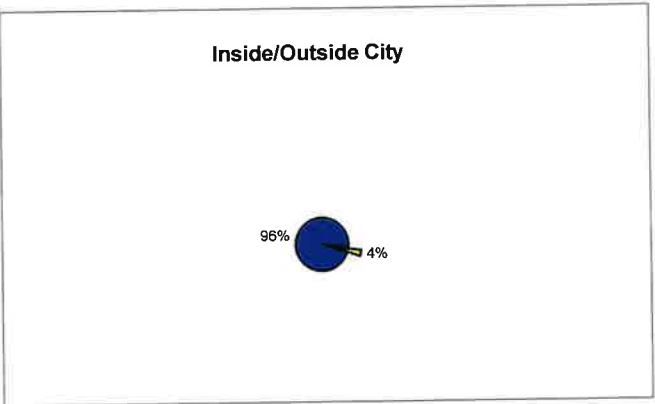
Fire or Explosion	9
Overpressure, Rupture	2
Rescue Calls	78
Hazardous Conditions	4
Service Calls	5
Severe Weather	1
Good Intent Calls	15
Other	0
False Calls	18
	132

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in August 2025:	\$1,225.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$1,225.00
Total Fire Service Fees for Fire Calls Paid in August 2025:	\$850.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$850.00
All Fire Service Fees for Fire Calls Paid in FY2025:	\$5,240.00

Total Fire Service Fees for Inspections and Permits Billed in August 2025:	\$200.00
Total Fire Service Fees for Inspections and Permits Paid in August 2025:	\$350.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$600.00

Cumberland Fire Department Responded to 531 Ambulance Calls in August 2025

In City Calls	511
Out of City Calls	<u>20</u>
Total	531



Total Ambulance Fees Billed by Medical Claim-Aid in August 2025 \$168,977.08

Ambulance Fees Billed in FY2025: \$2,110,926.67
Ambulance Fees Billed FY2026 to Date: \$297,778.00

Ambulance Fees Paid
Ambulance Fees Paid in August 2025: \$130,319.37
Ambulance Fees Paid in FY 2026: \$264,868.42
(Includes all ambulance fees current and previous fiscal years)

Cumberland Fire Department Responded to 4 Medic Assists

3 Medic Assist Calls in Allegany County
1 Medic Assist Calls outside of Allegany County
4

LaVale VFD	3
Short Gap VFD	1
	4

Cumberland Fire Department Responded to 16 Mutual Aids

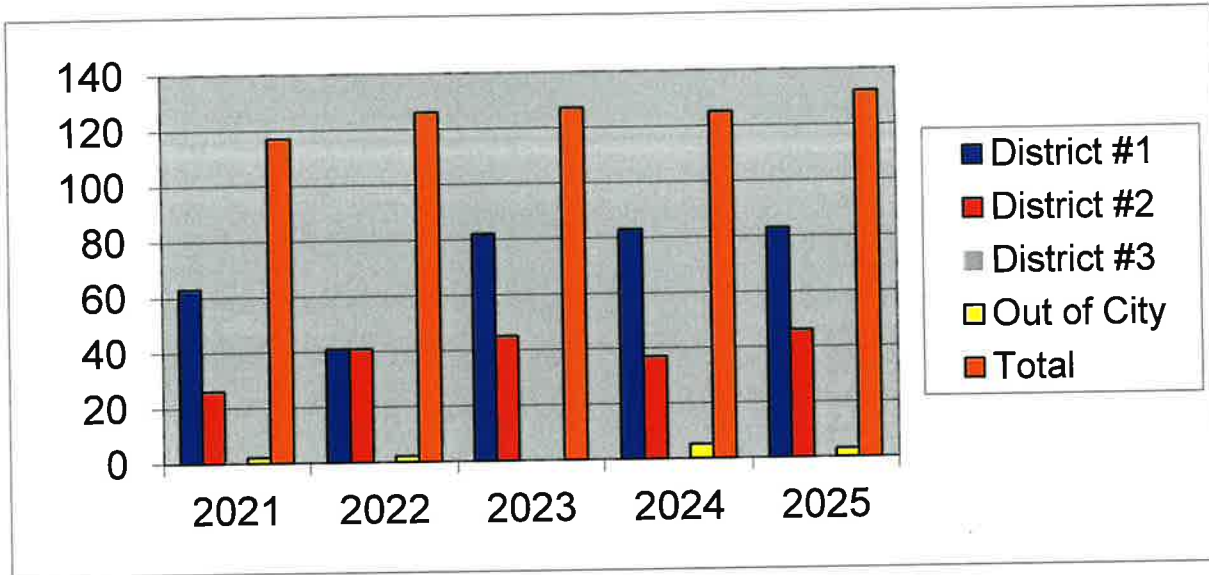
13 Mutual Aid calls within Allegany County
3 Mutual Aid calls outside of Allegany County
16

Allegany County DES	5
LaVale VFD	1
Cresaptown VFD	3
Flintstone VFD	<u>4</u>
	13

Wiley Ford, WV VFD	1
Ridgeley, WV VFD	<u>2</u>
	3

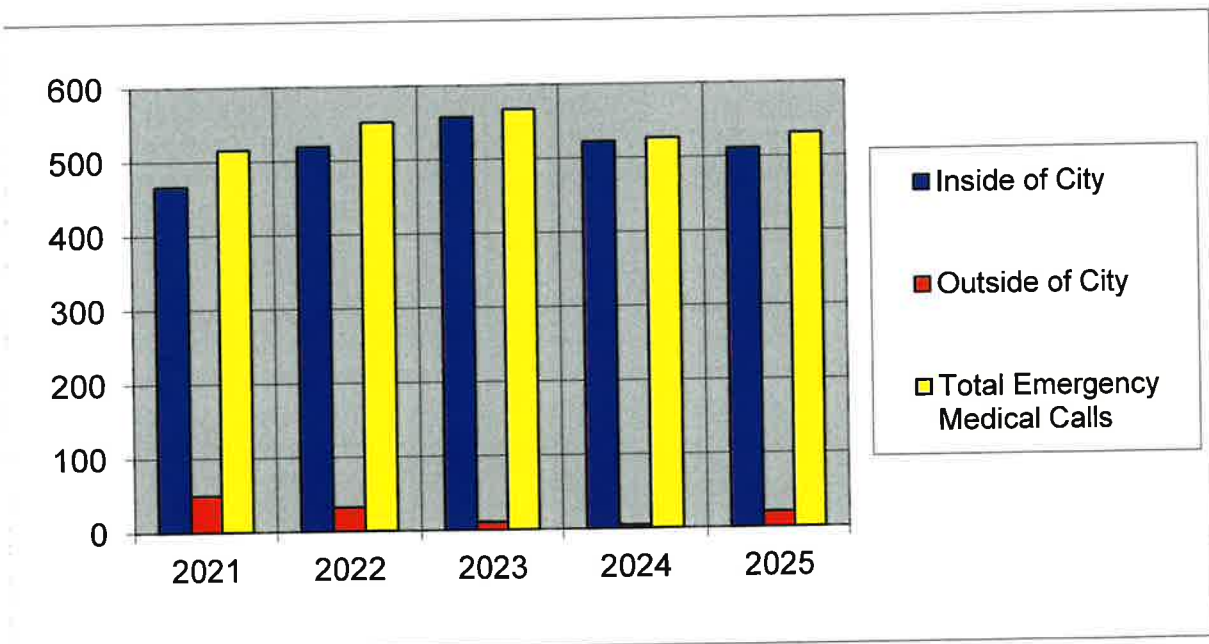
Fire Calls over a Five Year Period in August

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
District #1	63	41	82	83	83
District #2	26	41	45	37	46
District #3	26	42	0	0	0
Out of City	<u>2</u>	<u>2</u>	<u>0</u>	<u>5</u>	<u>3</u>
Total	117	126	127	125	132



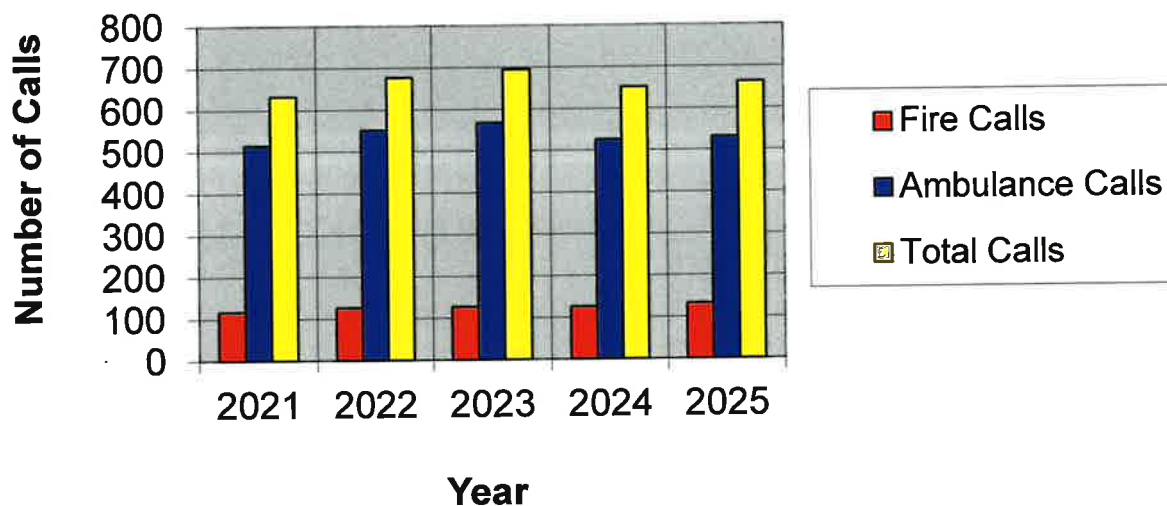
Ambulance Calls over a Five Year Period in August

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Inside of City	466	519	557	522	511
Outside of City	49	32	10	4	20
Total Emergency Medical Calls	515	551	567	526	531



Fire and Ambulance Calls over a Fire Year Period for August

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Fire Calls	117	126	127	125	132
Ambulance Calls	<u>515</u>	<u>551</u>	<u>567</u>	<u>526</u>	<u>531</u>
Total Calls	632	677	694	651	663



Training

Man Hours: 215
Course Hours: 29

Ropes and Knots
Hose Line and Leader Line
Truck 1 and Standpipe Pack
Deployment
FAST Board and RIT Pack
Street Familiarization
Truck 1 Operator Training (Shue)
Extrication Stabilization
Vehicle Extrication & Stabilization
CERT
Sexual Harassment Training
ICS-300

Rescue
Fire-Misc

Fire- Misc
Fire- Misc
Driver
Fire- Misc
Rescue
Rescue

Fire Prevention Bureau

Ancillary Duties	68
Complaints Received	0
Conferences Held	9
Correspondence	120
Inspections Performed	7
Investigations Conducted	0
Plan Reviews	3
Public Education	2

Personnel

On August 19, 2025, Scott A. Matthews and Christopher D. Shue passed their Firefighter Probationary exam and completed their one year probationary term.

On August 13, 2025, CFD had new hire testing with 4 candidates passing.

On August 23, 2025, CFD had new hire testing with 6 candidates passing.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

. Police Department Monthly Report for August 2025



City of Cumberland Department of Police

Monthly Report
August 2025



City of Cumberland Department of Police

Monthly Report

August 2025

Part 1 Crimes for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Aggravated Assaults	4	1	B & E (All)	12	11	Murder	0	0	Rape	3	2
Robbery	1	0	Theft - Felony	1	1	Theft - Vehicle	3	3			

Selected Criminal Complaints for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Theft - Misdemeanor	34	52	Theft - Petty	14	10	Domestic Assaults	17	15	CDS	15	19
Disturbances	131	162	DOP/Vandalism	33	33	Indecent Exposure	3	2	Sex Off - Other	5	1
Suicide	0	0	Suicide - Attmpt.	1	0	Tampering M/V	0	2	Abuse - Child	4	1
Trespassing	59	68	Assault on Police	2	5	Assault Other	34	29			

Selected Miscellenous Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alcohol Volations	1	6	Juvenile Compl.	17	23	Missing Persons	14	14	School Resource	72	46
School Threat	0	0	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	6	2

Selected Traffic Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
DWI	11	7	Hit & Run	14	22	M/V Crash	70	56	Traffic Stop	264	170

Selected Service Calls for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alarms	42	29	Assist Motorist	36	21	Check Well-Being	143	132	Foot Patrol	117	123
Assist Other Agency	62	55	Bike Patrol	2	5	Special Events	5	1	Suspicious Activity	89	73

Current Incident Status for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Open	21	119	Arrest	186	176	Closed	1931	1845	Suspended	37	55



City of Cumberland Department of Police

Monthly Report

August 2025

Arrests Totals for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
M/V Citations	36	34	M/V SERO	1	1	M/V Warnings	240	133	Arrest on View Adult	36	24
Arrest On Crim. Cit.	20	25	Arrest Summons	29	24	Arrest Warrant Adult	47	58	Adult Crim.	132	147
Arrest Summon (Chrg)	25	17	Arrest Warrant (Chrg)	13	10	Juvenile Crim.	16	17	Arrest on View Juv	12	14
Arrest Warrant JUV	0	2	Emer. Petition	20	18	Fingerprinting	1	2	RunAway & Miss Per.	12	16
Civil Citation	2	17									

Total Incidents Reported :

2024	2025
2,175	2,195

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

AUGUST 2025

SWORN PERSONNEL: 45 SWORN OFFICERS

Administration	6 officers
Squad D1	7 officers
Squad N1	7 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	4 officers
School Resource	1 officer
CAT Team	0 officers
Academy	4 officers

CIVILIAN EMPLOYEES: 7 full time, 6 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	0 part time** OPEN
MPA Supervisor	0 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	3 part time
Code Enforcement	1 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 826.25
COMP TIME USED: 169
SICK TIME USED: 415.25

YEAR TO DATE (beginning 07/01/25): 2011.75
YEAR TO DATE (beginning 07/01/25): 239
YEAR TO DATE (beginning 07/01/25): 519.25

OVERTIME REPORT

OVERTIME WORKED: 223.5
HOSPITAL SECURITY: 84.5
COURT TIME WORKED: 292

YEAR TO DATE (beginning 07/01/25): 484.25
YEAR TO DATE (beginning 07/01/25): 203.5
YEAR TO DATE (beginning 07/01/25): 742

MUNICIPAL PARKING AUTHORITY (MPA)

AUGUST 2025

Parking Citations Issued	86
Warnings Issued	175
Vehicles Towed	6

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for August 2025

[illegible]

	Pipe Technicians
--	------------------

[illegible]

Watershed					
Removed downed tree - Lake Gordon Rd Picked up pipe & angles for gates for pipe racks Started cutting pipe for gate posts Dug out entrance to Masons Complex for installation of new gate Removed grass from center divider and set gate posts - Masons Complex Concreted 6" gate post/removed crossties and hauled away - Masons Complex Assisted 304 crew on 4" valve - Northbranch WWTP Gate install - welding/drilling - Masons Complex Hauled skidsteer to Rosewood St Installed second gate @ Masons Complex Flushed hydrants - Camden Ave/Brown Ave/Nemacolin (several times) Assisted with installing valve @ UMPC Setting gate posts/pouring concrete/installing gate latches/welding rebar - Masons Complex (several days) Moved equipment Cleaned out back of 379 Replaced tooth on 392 for sewer depart Welder latches on gates - Masons Complex Poured concrete & set last gate post - Masons Complex 1" tap - Kizzie Ln Hauled CR-6 to Rosewood Painted gate posts @ Masons Complex Hauled skidsteer to dam Leak investigation - 884 Lake Gordon Rd Arch @ Fourth - raised meter box & cold mixed around box Second coat of paint on gates - Masons Complex Removed tree - Lake Gordon Rd Removed 20' gate & post from park to be replaced with new gate & posts Installed 1" meter - Kizzie Ln Gate fab @ park					
GRAND TOTAL					1317

Sanitary Sewer Department Monthly Report



Aug-25

Calls Answered:	12
Service Lines Opened:	2
Owner's Trouble:	5
Traced Lines/ mains	66
Flushed Mains	2,855
Mains Repaired/ Replaced	1-12ft
Sewer Taps Installed	2
Cleaned Catch Basins	28
Cleanouts Installed	2
Televised Sewer Mains	11-3780'
Televised Sewer Lines	5-220'
Call Outs/ Overtime	1call out 2hrs
Weekly Check of Overflows, pits, etc....	4

George Chory
Supervisor

Water Usage:

608	9,000	Gals.
605	6,000	Gals.

File Attachments for Item:

1. Approving the Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes of September 2, 2025

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, September 2, 2025; 5:00 p.m.

On September 2, 2025, the Mayor and City Council met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to discuss Board and Commission appointments as well as personnel matters in regard to the recruitment of a Chief of Police. 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 Frazier seconded by Council Member Cioni, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Jimmy Furstenberg, Eugene Frazier and Brian Lepley

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



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, September 2, 2025; 5:00 pm

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

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

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

I. CITY ADMINISTRATOR UPDATES

Mr. Silka updated on the following matters:

- The kickoff for the Local Government Academy will begin September 11, 2025, and will consist of 8 sessions.
- The second goal-setting session for the Mayor and City Council is scheduled for September 24, 2025, at Rocky Gap from 9:00 AM to 3:00 PM.
- The final listening session for the Comprehensive Plan took place last week, with positive feedback and suggestions from those in attendance. The consultant will draft a plan for review, hopefully by the end of the year.

II. REVIEW OF THE PUBLIC MEETING AGENDA OF SEPTEMBER 2, 2025

Mr. Silka noted some orders on the agenda to review:

1. #8 pertains to encouraging salaried employees to volunteer up to 16 hours per year on city time, except for the Day of Caring and Sharing, as we have a long-standing commitment to the event every year.
2. #9 pertains to approving the planning and zoning commission's recommendation for the site plan of the old Allegany High School site to accommodate 65 homes.
3. #10 pertains to granting the Heritage Days committee permission to hang a banner on the George Street and Frederick Street parking garages for no more than 30 days.

Interest in a digital sign was discussed, with a plan to put it in next year's budget, and a meeting with Chris Sloan was scheduled to follow up on the design ideas for the parking garage. A discussion ensued about seeking interest in more placement of murals throughout the city.

4. #11 refers to the Opioid litigation lawsuit

III. MAYOR AND CITY COUNCIL UPDATES

- The Amish Outlaws concert was well attended.
- Jane Gates' house was a great event, and an interest in a placard for the house was mentioned.
- The Police Department's backpack giveaway event was well attended.
- The last concert for the Levitt Amp Series was in Frostburg and was well attended. A matching grant has been received for the next three years to be shared between the County and Frostburg State University.
- Friday After 5 had a great turnout with Queen City Funk and Soul performing.
- Heritage Days begins next Thursday with the opening ceremony at the Women's Civic Club on Washington Street, Friday night, the Whiskey Rebellion will take place, Heritage Days on Saturday and Sunday, and Railfest will also take place at the Canal Place.
- LaVale Lions Club chicken event also takes place next weekend.

- The City will be sponsoring a team at the Dragon Boat race for the YMCA on September 20, 2025.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:49 p.m.

Respectfully Submitted,

Allison K. Layton_____

City Clerk

Minutes approved on_____



Mayor and City Council Of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
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: September 2, 2025

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; Lieutenant Tichnell, Chief Adams and Michael Cohen, City Solicitor

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, August 26, 2025 for the purpose of immediately closing the meeting to consult with counsel to obtain legal advice about the pending opioid litigation. Authority to close the session is provided by Section 3-305(b)(7) of the General Provisions Article of the Annotated Code of Maryland.

The Mayor and City Council of Cumberland met in public session beginning at 5:00 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, September 2, 2025 for the purpose of immediately closing the meeting to discuss Board and Commission appointments as well as personnel matters in regard to the recruitment of a Chief of Police. 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.

Presentations

1. Proclaiming September 2, 2025 to be Resources for Independence Day in honor of 30 years of service to the community.

Mayor Morriss read the proclamation into record and a photograph was taken with Lori, John from Resources for Independence and the Mayor and City Council Members.

V. Approval of Minutes

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

1. Approving the – Regular Session Minutes of August 6, 2025, Closed Session Minutes, Open Work Session Minutes, Regular Session Minutes of August 19, 2025 and the Closed Session Minutes of August 26, 2025

VI. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person

No public comments were received

VII. New Business

(A) Resolution

1. Resolution R2025-06 (*1 reading only*) - granting the Chamber of Commerce Inc. W MD a property tax credit for the 2025-2026 tax year, as provided for by Section 9-302(d) 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 Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Furstenberg, seconded by Council Member Lepley, and was passed on a vote of 5-0.

1. Order 27,823 - accepting the proposal from Gwin, Dobson & Foreman, Inc. for the "WFP Membrane Filtration Building" (City Project 2023-20-WFP) for the preliminary design services to include a full topographic site survey, GPR and EM underground utility location, geotechnical services and other services for the new membrane filtration building at the City's Water Filtration Plant \$171,725

2. Order 27,824 - accepting the quote from Environmental Systems Research Institute, Inc. for a 3-year license agreement for its GIS program in the amount not to exceed \$30,200 for each year, for a total cost not to exceed \$90,600 by the end of FY28
3. Order 27,825 - authorizing the City Administrator to sign and execute the Appalachian Regional Commission Grant Agreement between the State of Maryland, acting through the Department of Housing and Community Development, accepting grant assistance in the amount not to exceed \$120,000 for the Messick Road Sewer Extension Project (City Project 2025-06-SANS)
4. Order 27,826 - accepting the bid from Carl Belt, Inc. for the "Evitts Creek Phase IV – Interceptor Sewer" (City Project 06-08-S) for the replacement and rehabilitation of approximately 6,500 liner feet of primarily 24" sewer line in the not to exceed amount of \$2,096,326
5. Order 27,827 - accepting the proposal from Belt Paving, Inc. for the "Union Street Reconstruction" (City Project 2025-16-PVG) for full depth roadway restoration for approximately 533 square yards, patching the Park Street intersection and mill & overlay approximately 800 square yards in the not to exceed amount of \$72,457
6. Order 27,828 - accepting the sole source proposal from Cleveland Brothers CAT for the purchase of one new Caterpillar 305 Mini Excavator in the total amount not to exceed \$88,100, in accordance with City Code Sec 2-171 (c) relating to purchasing cooperatives and piggyback contracts
7. Order 27,829 - accepting the proposal from Belt Paving, Inc. to provide, mill, patch and paving work on US 220 SB Patch & Fayette Street (City Project 2025-16-PVG) in the total amount not to exceed \$78,574
8. Order 27,830 - approving the new City Volunteer Time Off Policy to support employees in giving back to the community, effective this date
9. Order 27,831 - accepting the recommendation from the Cumberland Planning and Zoning Commission, dated August 25, 2025, to approve a Site Plan Review (SPR #25-000003) for a proposed new 65-unit housing development at the former Allegany High School site
10. Order 27,832 - granting the Heritage Days Committee permission to place a banner on the side of the George Street Parking Garage and Frederick Street Parking Garage for a period not to exceed thirty (30) days from the date of installation

11. Order 27,833 - approving the proposed settlements with Purdue Pharma/the Sackler family and with the eight Defendants group, provided the Maryland Attorney General agrees that the Maryland Plaintiffs will receive 70% of the proceeds of those settlements and the State will receive 30%; and authorizing the City's local counsel in the opioid litigation, D. Bruce Poole, the Mayor, and the City Administrator to execute such documents as are necessary to participate in those proposed settlements and any changes to their terms that are expected to be approved by the majority of Maryland and other states' plaintiffs
12. Order 27,834 - accepting the sole source proposal from CDW Government for renewal of the support/maintenance/subscription for Broadcom VMWare in the amount not to exceed \$31,473.60

XIII. Public Comments

All public comments are limited to 5 minutes per person.

George Franklin spoke of receiving a grant for a roof replacement and gutter work on his house. He thanked the City for providing this service to him due to homeowner issues. Additionally, he is celebrating 50 years since his kidney transplant and is an invited guest of his transplant surgeon who will be running in the Marine Corps marathon.

Al Feldstein expressed that although he opposes many of the political signs and sentiments presented on signs at local protests and rallies, he feels that it needs to be articulated in Ordinance 4019 that the right to a spontaneous protest is not affected, preventing it from being left up to interpretation as it pertains to the 30-day time frame and requirements involved in obtaining an event permit.

He went on to mention the Allegany site plan and stated that a year ago, the Allegany class of 1967 expressed a desire to establish a historical marker, once approved by the HPC, which would be funded by the class.

Michael Mudge stated the trust he has in the Mayor and City Council and their word, but cannot say the same for future leadership. He feels that it would be beneficial to provide clarity in Ordinance 4019 to address concerns expressed by those at the previous meeting.

Ellen McDaniel-Weissler expressed her appreciation for the opportunity to speak and noted that most of the public will not hear her due to the meetings not being livestreamed. She stated she was offended by how Mayor Morriss referred to her on WCBC and thought his words were condescending and diminished. She requested a public apology.

Mayor Morriss responded that his comment did not come with disrespect; he acknowledged her feelings and apologized that she took exception to it.

Ellen went on to add that unless Ordinance 4019 specifies the First Amendment right of free speech, public protesting is not protected. She feels that without written clarification, future leadership can use the Ordinance as they choose. She is requesting that the Ordinance be amended.

Yvonne Perret spoke of Ordinance 4019 and feels the language should be reviewed and written to avoid possible misinterpretation. She offered her time to help revise the Ordinance.

Mike Cornelius spoke regarding the homeless individuals leaving shopping carts throughout the city and using them for storage. Additionally, he spoke of the minimal use of the stage at the Canal Place and inquired about the City's plans for our Country's 250th anniversary.

Mayor Morriss advised that a group has been formed to plan for the anniversary celebration, and the Canal Place is run by the State, but increased use of the space is welcomed. The Amish Outlaws concert recently held there received a great turnout this past Friday.

Kit Pepper Lescalette spoke of the engagement the Mayor and City Council seek from the public, and questioned if they invite citizens to be informed or just tolerate it? She added that Maryland law states that policy decisions should be made publicly. Her two-year review of public meeting minutes has shown no real discussion between the Mayor and City Council, suggesting this action is an intentional lack of transparency.

The absence of livestreaming or audio recordings of meetings makes it difficult for citizens to have access to such discussions., such as being able to hear the opposition expressed around adding clear language

confirming that protesting is excluded from Ordinance 4019. This is a route that forces citizens to pursue the Public Information Act and she feels that the City needs to do better being transparent.

Tracy Malloy addressed 8 areas of guardrails that are currently missing on Henderson Avenue coming off of Pear Street. She also noted junk cars that are in the grass at the Pear Street light as well.

Mayor Morriss advised that contact has been made with CSX regarding the condition of the fencing needed for the described area.

Joe Blackburn, A volunteer for the Green Safe Committee, is here to discuss the speed limits on Oldtown Road and Louisiana Avenue, which are both set at 25 mph, and the drivers' lack of regard for these limits. He is coming to the Mayor and City Council with a solution for the installation of speed bumps. He ended by adding that the Wright company parks its truck on the corner of Blackiston Avenue, which impedes the view of traffic.

Mayor Morriss advised that a review of both issues would take place, along with a conversation with the Acting Chief of Police

VIII. Adjournment

With no further business at hand, the meeting adjourned at 6:55 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Order 27,835 - declaring a certain Cumberland Police Department Vehicle to be surplus property and authorizing it for sale, trade in, scrap or disposal

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

ORDER NO. 27,835

DATE: September 16, 2025

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

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

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

Item	Department	Description	VIN No.
Unit 51	Police	2015 Jeep Grand Cherokee	1C4RJFBG2FC182163

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: September 16, 2025

Key Staff Contact: Sgt. Barry Fickes/Lt. Eric Bonner, Acting Chief

Item Title: Surplus vehicle

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

Recommendation to declare the following Cumberland Police Department Vehicle surplus for trade:

Unit #51, 2015 Jeep Grand Cherokee, Vin# 1C4RJFBG2FC182163

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 27,836 - accepting the purchase agreement from Timbrook Chrysler, Dodge, Jeep, Ram for the purchase of a 2023 Jeep Grand Cherokee at a final cost of \$23,499

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

ORDER NO. 27,836

DATE: September 16, 2025

THAT, the purchase agreement with Timbrook Chrysler, Dodge, Jeep, Ram, 13500 Winchester Road, SW, Cumberland, MD 21502, for the purchase of a 2023 Jeep Grand Cherokee be and is hereby approved in the not to exceed amount of Twenty Three Thousand Four Hundred Ninety Nine Dollars and No Cents (\$23,499.00).

Raymond M. Morriss, Mayor

Budget: 001.040.64000

Council Agenda Summary

Meeting Date: September 16, 2025

Key Staff Contact: Sgt. Barry Fickes/Lt. Eric Bonner, Acting Chief of Police

Item Title: Timbrook Purchase Agreement 2023 Jeep Grand Cherokee

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

Request to accept the agreement from Timbrook CDJR for the purchase of a 2023 Jeep Grand Cherokee at a final cost of \$23,499.00.

Amount of Award:

Budget number: 001.040.64000

Grant, bond, etc. reference:



13500 WINCHESTER ROAD SW
CUMBERLAND, MD 21502
301-783-2300

RETAIL PURCHASE AGREEMENT

Cust# 809074
Deal Number: 702460

Purchaser's Name(s): CUMBERLAND CITY POLICE

Date: 09/02/2025

Address: 57 N LIBERTY ST CUMBERLAND MD 21502

County: ALLEGANY

Telephone (1): 301-777-1600

Telephone (2): N/A

DOB: N/A

E-mail: N/A

D.L./State I.D.#: N/A

Issuing State: N/A Exp. Date: N/A

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE JEEP	MODEL Grand Cherokee	COLOR Silver Zynith [Silver]	STOCK NO. UG640974
VIN/SERIAL NO. 1C4RJHAG9PC640974		ODOMETER READING ☐ Not Accurate 34108	SALESPERSON DEREK RITCHIE LOUGH	

THE VEHICLE IS: ☐ NEW ☒ USED	PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR (See Attached Disclosure) ☐ EXECUTIVE VEHICLE ☐ RENTAL ☐ OTHER
--	--

WARRANTY STATEMENT	CASH PRICE OF VEHICLE	27900.00
Unless otherwise indicated below, our Dealership is selling this Vehicle to you with the Implied Warranties Only. No express warranties are given by the Dealership unless the box beside "Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the vehicle and the related goods and services.	OTHER GOODS/SERVICES: (See Attached Addendum Sticker)	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale. TRADUCCIÓN ESPAÑOLA: Vea Párrafo 15.		
☐ You have purchased a Service Contract between you and N/A. If our Dealership enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction, we may not disclaim the implied warranties.		
☐ USED VEHICLE LIMITED WARRANTY APPLIES. The Vehicle you are purchasing is covered by a Limited Warranty provided by N/A for N/A months or N/A miles whichever comes first. Please see the attached Limited Warranty.		
☐ USED VEHICLE SOLD AS-IS. The Vehicle you are purchasing is a Used Vehicle that is more than 6 model years old and has been driven more than 60,000 miles. Our Dealership expressly disclaims all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose. Please see the separate Notice of Exclusion or Modification of Implied Warranty.		
X _____ X _____ N/A		

TRADE-IN VEHICLE INFORMATION		TOTAL PURCHASE PRICE	28699.00
Year: 2015	Make: JEEP	Model: Grand Cherokee	Color: BLACK.
VIN/Serial No: 1C4RJFBG2FC182163	Odometer Reading: ☐ Not Accurate 116354	SALES TAX @ _____ N/A %	N/A
Trade-In Allowance: 5200.00	Balance Owed & Lienholder: N/A	LESS: TRADE-IN ALLOWANCE	5200.00
Your Trade-In Vehicle is: ☐ Officially Accepted ☐ Subject to Official Acceptance		PLUS: BALANCE OWED ON TRADE-IN	N/A
Please see the "Our Acceptance of Your Trade-In Vehicle" Paragraph.			
*The sum of \$ N/A was received from you as a Deposit/Down Payment. See Paragraphs 2, 8 and 9 for information on our Refund Policies. In the case of a Deposit, we will refrain from selling the Vehicle for N/A days.			
Purchaser(s): N/A			
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			
☐ PLEASE SEE THE DELIVERY CONFIRMATION			
☐ PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT			
LIENHOLDER: NONE			

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding has been made or entered into or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser

Accepted by Authorized Dealership Representative

N/A

Purchaser
DealerCAP

98521*1*TA107-FI
CATALOG # 8963218_B

© 2015 CDK Global, LLC Maryland (08/19)

File Attachments for Item:

. Order 27,837 - accepting the bid from Ameri-Seal LLC to perform milling of City streets in support of the Street Department's Fall paving operations in the amount not to exceed \$95,000

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

ORDER NO. 27,837

DATE: September 16, 2025

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 Fall Paving Operations be and is hereby approved in the not to exceed amount of Three Dollars and Fifty Five Cents (\$3.55) Per Square Yard in a total amount not to exceed Ninety Five Thousand Dollars and No Cents (\$95,000.00).

Raymond M. Morriss, Mayor

Budget: 127.08V.63000

Bidder	Amount
Ameri-Seal LLC	\$3.55 Per Square Yard
Belt Paving, Inc.	\$4.20 Per Square Yard
Shaffer Construction	Unable to Bid

Council Agenda Summary

Meeting Date: 9/16/2025

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 Departments Fall Paving Operations. The amount is not to exceed \$95,000.

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 Fall 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 \$3.55 per Square Yard.

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 \$95,000

Budget number:

127.08V.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 8-25-2025

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

Fall Milling Quote

Streets to be milled:

- 1: Johnson st
- 2: Millman Pl
- 3: Humbird
- 4: Mary
- 5: Mary
- 6: Olive
- 7: Welch Ave
- 8: Forester Ave.

Quote #1: to mobilize and complete the work listed below with the included scope in 1 event

This method should be completed by 9/19/2025.

Price includes:

- 1 Mob.
- Milling @ 2"
- Clean up
- Hauling / Disposal
- Price: \$3.55 per SY X 24,611 SY = \$87,369.05

Quote #2 to mobilize and complete the work listed below with the included scope in 3 separate mobilizations two weeks apart. This method must be completed by 10/20/2025 to ensure time for overlay.

Price includes:

- 3 Mob's.
- Milling @ 2"
- Clean up
- Hauling / Disposal
- Price: \$3.55 per SY X 24,611 SY = \$87,369.05 + \$6,000.00 = \$93,369.05

ACCEPTANCE

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

Quote Approved: Approved (DB)

Signature: [Signature]

Date: 9/9/2025



Julie Hutson <julie.hutson@cumberlandmd.gov>

Fwd: City of Cumberland RFP Fall Milling

1 message

Kenny Dawson <kenny.dawson@cumberlandmd.gov>
To: Julie Hutson <julie.hutson@cumberlandmd.gov>

Tue, Sep 9, 2025 at 11:41 AM

Dawson, Kenneth
Street Maintenance Coordinator.
City of Cumberland, Md.
Work # 301-759-6639
Cell # 240-609-6776
Email kenny.dawson@cumberlandmd.gov

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

From: **Shaffer Ron** <shafferconst@atlanticbbn.net>
Date: Tue, Aug 26, 2025 at 2:51 PM
Subject: Re: City of Cumberland RFP Fall Milling
To: Kenny Dawson <kenny.dawson@cumberlandmd.gov>

Hey Kenny,

We will not be bidding on this milling work. We would not have time to complete it in the specified time.

Thank you for giving us the opportunity.

Jo

On Thu, 21 Aug 2025 14:23:03 -0400 Kenny Dawson wrote:

----- Forwarded message -----From: **Devin Burke** <devin.burke@cumberlandmd.gov>Date: Thu, Aug 21, 2025 at 10:35 AMSubject: City of Cumberland RFP Fall MillingTo: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>Cc: Kenny Dawson <kenny.dawson@cumberlandmd.gov>

Good Afternoon,

I am soliciting bids for Milling projects this Fall 2025 in the City of Cumberland Maryland.

Below are the listed locations (Grouped by area) all within the Cumberland MD City Limits, but in different areas throughout town. You are able to mill these at your leisure, but the City would like to have the

locations completed in the order below.

Please provide the following:

1. A quote to mobilize and complete the work listed below with the included scope in 1 event
 1. This method should be completed by 9/19/2025.
2. A quote to mobilize and complete the work listed below with the included scope in 3 separate mobilizations two weeks apart
 1. This method must be completed by 10/20/2025 to ensure time for overlay.

This will allow us to evaluate the impacts vs cost to the community.

Limits Location	Values				
	From	To	Segment Width	Segment Length	SQ FT
Johnson St	Greene	Concrete Limit	30	180	5400
Millman Pl	Greene	Limite	24	250	6000
Humbird	VA	Candoc	28	2150	60200
Mary	VA	Candoc	28	2000	56000
Olive	Offut	Mary	28	950	26600
Welch Ave	Bedford	Frederick	28	475	13300
Forester Ave	Bedford	Frederick	30	800	24000

Total EST. SQ YD = 21,300

*Amount is an estimate and bids should be provided at a Per SQ YD cost.

Bid should include:

- Milling (2" Depth)
- Cleanup
- Hauling / Disposal (We have a waste location)
- The City will provide Traffic Control for all locations

Work can begin after September 2nd, 2025 at the contractor's convenience that meets the above listed deadlines.

Please submit a quote if you are interested in bidding for the work no later than September 1st, 2025. Any questions can be submitted to the E-mail's listed above.



P.O. BOX 1002
CUMBERLAND, MD 21501-1002
Telephone 301-729-8994
Fax 301-729-0921

August 29, 2025

City of Cumberland
Cumberland, MD 21502
ATTN: Devin Burke

RE: *City of Cumberland
Fall Milling 2025
BP-25-059*

Dear Devin:

Belt Paving, Inc. is pleased to offer our proposal for the above referenced project. Pricing includes all labor, material, equipment, supervision and any incidentals necessary to perform the following scope of work with clarifications and exclusions listed herein.

SCOPE OF WORK/CLARIFICATIONS & EXCLUSIONS

- Price includes (1)-one mobilization for Option 1 and (3)-three mobilizations for option 2. Any additional mobilizations would be charged at \$1,800.00
- Pricing was based on the dimensions provided on 8/22/25
- Option 1 – Continuous milling operation
- Option 2 – 3 phases of milling operations
- **Belt Paving, Inc.** will mill the proposed streets at the depth of (2")
- Detailed milling will be completed using a skid steer milling attachment, along with various hand tools
- All millings will be hauled offsite
- Milled surfaces to be cleaned and swept
- Should any brick be exposed during milling operation, **BPI** will only mill to the depth of the brick
- MOT and flagging to be provided by the city
- If option 1 is selected, **BPI** would anticipate completing the work by October 20, 2025
- Price **EXCLUDES** any HMA furnishing or placement
- Price **EXCLUDES** any repairs or major adjustments to inlets, manholes or water valves.
- Price **EXCLUDES** any pavement markings
- Price **EXCLUDES** any bonding

OPTION 1 UNIT PRICE \$4.00/SY

OPTION 2 UNIT PRICE \$4.20/SY

We hope this meets with your approval, should you have any questions please don't hesitate to contact us.

Sincerely,
BELT PAVING, INC.

A handwritten signature in blue ink that reads 'Justin Shumaker'.

Justin Shumaker
Project Estimator/Manager

cc: Jay Stanislawczyk; Harry Hickie

File Attachments for Item:

. Order 27,838 - accepting the proposal from Victory Trenchless for the continuation of CIPP sewer line rehabilitation on Beechwood Drive, Williams Street, and additional locations as determined by the Sewer Department Superintendent in the amount not to exceed \$339,094, in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts

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

ORDER NO. 27,838

DATE: September 16, 2025

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

THAT, the proposal from Victory Trenchless, 1455 Skinners Turn Rd, Owings, MD 20736, to continue the cured in place pipe (CIPP) rehabilitation of sewer lines on Beechwood Drive, Williams Street and other locations as determined by the Sewer Department Superintendent be and is hereby approved in the amount not to exceed Three Hundred Thirty Nine Thousand Ninety Four Dollars and No Cents (\$339,094); and

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

Raymond M. Morriss, Mayor

Budget:
003.399.SS5.63000

Council Agenda Summary

Meeting Date: 09/16/2025

Key Staff Contact: George Chory, Sewer & Flood Superintendent

Item Title:

Acceptance of Proposal from Victory Trenchless for Continuation of CIPP Sewer Line Rehabilitation on Beechwood Drive, Williams Street, and Additional Sewer Lines.

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

Staff recommends acceptance of the proposal from Victory Trenchless to continue the cured-in-place pipe (CIPP) rehabilitation of sewer lines on Beechwood Drive, Williams Street, and other locations as determined by the Sewer Department Superintendent.

The proposal, not to exceed **\$339,094**, is based on competitively bid pricing available through BuyBoard agreements, with rates provided by Vortex Services. Utilizing this pricing ensures cost-effective and standardized rates for CIPP-related work.

Approval of this item will allow the continuation of critical sewer lining work in the designated areas, with additional locations selected by the Sewer Department Superintendent as needed. This project is fully budgeted with City funds.

Amount of Award: \$339,094.00

Budget number: Sewer: 003.399.SS5.63000

Grant, bond, etc. reference: City Funds



Phase 2-Beechwood 2

Location		
Segment ID		
Segments	0	
Pipe Size (in.)	10	
Design Thickness	5	
CIPP Length	530	

Contract Item No.	Description	Unit of Measure	Scope	TOTAL SCOPE	Unit Price	Item Total Cost
I.20E.022	(OL-10-4.8) - UV Liner - 10" x 4.8mm	LF		530	\$37.13	\$ 19,678.90
I.1C.003	6"-12" CIPP Set-up Charge	LF		530	\$45.00	\$ 23,850.00
I.1C.017	Backyard Easement Setup (6" - 10")	EA		2	\$3,125.00	\$ 6,250.00
I.5A.003	Clean & CCTV Sewer - 10"	LF		530	\$15.00	\$ 7,950.00
I.5A.029	6" - 12" Post TV Inspection After Rehabilitation	LF		530	\$7.00	\$ 3,710.00
I.1C.001	Robotically Reinstated Internal reconnects on all CIPP	EA		5	\$500.00	\$ 2,500.00
	Single Lane Closure	EA		2	\$2,500.00	\$ 5,000.00
I.5A.058	Manhole Inspections	EA		2	\$750.00	\$ 1,500.00
I.20A.025	Mobilization - Maryland	EA		1	\$6,500.00	\$ 6,500.00
TOTAL Estimate:						\$ 76,938.90



No: 731-24

Cumberland, MD - Scope Proposal

Phase 2- Williams

Location		
Segment ID		
Segments		
Pipe Size (in.)	24	
Design Thickness		
CIPP Length	300	

Contract Item No.	Description	Unit of Measure	Scope	TOTAL SCOPE	Unit Price	Item Total Cost
I.5A.031	21" - 36" Post TV Inspection After Rehabilitation	LF		300	\$11.00	\$ 3,300.00
I.1C.007	21"-24" CIPP Set-up Charge	LF		300	\$52.50	\$ 15,750.00
I.20E.056	(OL-24-4.8) - UV Liner - 24" x 4.8mm	LF		300	\$89.71	\$ 26,913.00
I.1C.001	Robotically Reinstated Internal reconnects on all CIPP	EA		12	\$500.00	\$ 6,000.00
I.5A.008	Clean & CCTV Sewer - 24"	LF		300	\$24.00	\$ 7,200.00
I.5A.028	Heavy Clean & CCTV	HR		1	\$950.00	\$ 950.00
I.4A.002	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA		1	\$6,500.00	\$ 6,500.00
I.4A.016	Operate 6" pumping System per pump	DY		3	\$3,200.00	\$ 9,600.00
I.20B.001	Single Lane Closure	EA		2	\$2,500.00	\$ 5,000.00
I.20E.167	(SS24) - 24" Safety Sleeve	EA		2	\$71.16	\$ 142.32
I.6A.089	Adjust existing Manhole Frame and Cover	EA		1	\$4,500.00	\$ 4,500.00
I.5A.058	Manhole Inspections	EA		1.5	\$750.00	\$ 1,125.00
I.20A.025	Mobilization - Maryland	EA		1	\$5,500.00	\$ 5,500.00
					TOTAL Estimate:	\$ 92,480.32

File Attachments for Item:

. Order 27,839 - authorizing naming opportunities for the benches and the waterfall on Baltimore Street under the guidelines that a bench opportunity is \$1,000 and lasts for the useful life of the bench, and the waterfall opportunity will either be \$5,000 for a five year naming right or \$10,000 for a ten year naming right with the proceeds being utilized exclusively for the maintenance of Baltimore Street amenities

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

ORDER NO. 27,839

DATE: September 16, 2025

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

THAT, naming opportunities for the benches and the waterfall on Baltimore Street be and are hereby approved under the following guidelines:

- Naming opportunity for a bench will consist of the bench being fitted with a Plaque for a cost of One Thousand Dollars and No Cents (\$1,000.00) for the useful life of the bench
- Naming opportunity for the waterfall will consist of a Plaque affixed to the front of the waterfall for a cost of Five Thousand Dollars and No Cents (\$5,000.00) for a Five Year Opportunity or Ten Thousand Dollars and No Cents (\$10,000.00) for a Ten Year Opportunity with the individual having the first right of renewal
- Proceeds will be utilized exclusively for the maintenance of Baltimore Street amenities

Raymond M. Morriss, Mayor

Naming Opportunities



Plaque Sample

Registration Form

Name: _____ Phone: _____

Email: _____

Mailing Address: _____

I would like to name a bench for ☐ \$1,000

Wording for Bench Plaque (*Please print clearly*):

(limit of three lines; no more than 20 characters per line; plaques are 8" x 2")

I would like to name the waterfall: \$5,000 (☐ 5 years) or (☐ \$10,000 10 years)

Wording for Waterfall Plaque (*Please print clearly*):

PAYMENT INFORMATION

Payment Method: ☐ Check ☐ Credit Card **Credit card fee of 2.5% will be added to your total.*

Payment Type: ☐ I am paying in full ☐ I will make monthly payments to fulfill my commitment*

**All payments must be complete by December 31, 2025. First payment of \$300 is due with Registration Form submission.*

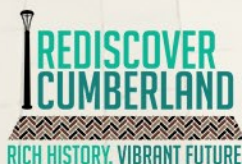
No refunds will be made for any payments.

Checks should be made payable to Mayor and City Council of Cumberland and mailed to:
Melinda Kelleher, City Hall, 57 North Liberty Street, Cumberland, MD 21502

I understand my bench sponsorship is for the useful life of the bench. I understand my waterfall sponsorship is for five or ten years with first right to a renewal option.

Printed Name of Sponsor: _____

Signature of Sponsor: _____



File Attachments for Item:

. Order 27,840 - authorizing the execution of a Fiscal Agent and Grant Agreement by and between the Maryland Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of \$120,000.00 in funding for the “Messick Road Sewer Extension”; and further authorizing the City Comptroller to accept said grant funds and the Mayor and City Administrator to execute all paperwork necessary for the disbursement, receipt, and use of funds

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

ORDER NO. 27,840

DATE: September 16, 2025

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

THAT, the Mayor be and is hereby authorized to execute a Fiscal Agent and Grant Agreement by and between the Maryland Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) in funding for the "Messick Road Sewer Extension"; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept said grant funds; and

BE IT FURTHER ORDERED, that the Mayor and City Administrator be and are hereby authorized to execute all paperwork necessary for the disbursement, receipt, and use of funds.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 9/16/25

Key Staff Contact: Robert Smith P.E.

Item Title: Maryland Department of Housing and Community Development Agreement for Messick Road Sewer Extension, City Project 2025-06-SANS

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

The grant agreement between the Maryland Department of Housing and Community Development (DHCD), and the Mayor and City Council of Cumberland. The agreement awards grant assistance in the amount of \$120,000.00 to be used on the Messick Road Sewer Extension Project. DHCD will be the point of contact for disbursement of the ARC grant funds for this project.

Amount of Award: \$120,000.00

Budget number: N/A

Grant, bond, etc. reference: Grant



WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB R. DAY
Secretary
JULIA GLANZ
Deputy Secretary

September 10, 2025

The Honorable Raymond M. Morriss
Mayor
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Re: Fiscal Agent and Grant Agreements
Appalachian Regional Commission Grant – MD-ARC-26

Dear Mayor Morriss:

I am pleased to forward a copy of the *Fiscal Agent and Grant Agreement* which outlines your requirements as a grantee of Appalachian Regional Commission (ARC) whose funds will be provided and managed through the State of Maryland's Department of Housing and Community Development (DHCD).

The Agreement package contains the Grant Payment Procedures, Electronic Funds Transfer Registration Form/Designation of Depository, and signature forms. Please execute page 7 on the agreement and have the signature witnessed. Please return page 7 to me to for final processing. Once the agreement is fully executed, you will receive a copy for your records.

Please note that DHCD will provide the City with a two year grant term though ARC provides a longer period. Amendments can be provided if necessary.

We look forward to working with you in successfully implementing this grant. If you have any questions about your agreement, please contact me at 301/429-7502.

Sincerely,

A handwritten signature in blue ink that reads "Dona Sorce".

Dona Sorce
Assistant Director
Community Development Programs

cc: Robert Smith, City



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



**APPALACHIAN REGIONAL COMMISSION
FISCAL AGENT AND GRANT AGREEMENT**

RECITALS

This Appalachian Regional Commission ("ARC") Fiscal Agent and Grant Agreement (this "Agreement") is entered into by and between the Maryland Department of Housing and Community Development, a principal Department of the State of Maryland ("DHCD"), and the City of Cumberland, a municipality of the State of Maryland, ("Grantee"), and is effective as of the date of execution by DHCD (the "Effective Date").

WHEREAS, ARC distributes construction grants funds to local communities. The Appalachian Regional Development Act of 1965 (40 U.S.C. §§ 14101-14526, as amended) (the "Act"), authorizes other agencies to assist ARC with the administration of construction grants by becoming a Registered State Basic Agency ("RSBA") and serving as a fiscal agent (the "Fiscal Agent"). DHCD, as the Fiscal Agent, will administer the construction grant pursuant to a Program Design Proposal, dated September 14, 2015 (the "Program Design") and a Registered State Basic Agency Memorandum of Understanding by and between ARC and DHCD, dated September 17, 2015 (the "MOU"). The MOU is subject to the ARC Manual For State Basic Agency Grant Administration, dated March 2015 (the "ARC Manual"). The Program Design, the MOU and the ARC Manual are each attached hereto and hereby incorporated into this Agreement. ARC has agreed to provide grant funding to Grantee pursuant to a grant agreement, dated September 30, 2015 (the "ARC Grant Agreement"), which is attached hereto and hereby incorporated into this Agreement. This Agreement is subject to and shall be governed in accordance with the provisions of the Act, the MOU, the Program Design, the ARC Manual, and the ARC Grant Agreement. As the Fiscal Agent, DHCD will distribute and administer ARC grant funds to Grantee to effectuate the project set forth below.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and Grantee agree as follows:

AGREEMENT

1. Purpose of Agreement. The purpose of this Agreement is to provide Grantee with funds which will enable Grantee to carry out the activities as identified in the approved scope of work which is described in the attached Exhibit A (the "Project").
2. ARC Grant Funds Provided. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with an initial allocation of funds in an amount not to exceed \$120,000 (the "Grant"), subject to the terms and conditions set forth in this Agreement and to the availability of funds from ARC.

3. Authorized Uses of Grant Funds. Grantee agrees to use the Grant funds only for the Project. Grantee will use Grant funds only for costs that are reasonable and necessary to perform the Project. The Project may be modified only by a written amendment to this Agreement executed by DHCD and Grantee.
4. Expenditure of Grant Funds.
 - a. Except as stated below, Grantee shall use the Grant funds only in accordance with the budget submitted to and approved by ARC, outlined in Exhibit B (the "Grant Budget"), and shall not expend more than the amount allocated for any category in the Grant Budget without the prior written consent of DHCD.
 - b. Grantee may not be reimbursed for any costs incurred prior to the Effective Date of this Agreement without the prior written consent of DHCD. All costs incurred by Grantee before the Effective Date of this Agreement and without approval by DHCD of the release of the Grant Funds are incurred voluntarily, at Grantee's risk, and upon its own credit and expense.
5. Compliance with Certain Federal Requirements.
 - a. Grantee shall expend the Grant in accordance with (i) the Act and any regulations promulgated thereunder; (ii) the MOU; (iii) the Program Design; (iv) the ARC Grant Agreement; and (v) all lawful directives, policies, and procedures as adopted from time to time by ARC or DHCD.
 - b. Grantee shall conduct and administer the Grant in conformity with Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq and the Fair Housing Act, 42 USC §§3601-20.
 - c. Grantee agrees that it shall expend and administer the Grant funds in accordance with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable; including, but not limited to matters involving the procurement and construction management aspects of the Project, including bidding and contracting.
6. Grant Commencement and Completion; Changes.
 - a. Upon the Effective Date of this Agreement, Grantee shall commence the Project unless Exhibit A sets forth a special condition that must be satisfied prior to initiating the Project. In such instances, Grantee shall initiate action to satisfy any special conditions upon the Effective Date of this Agreement.
 - b. Grantee shall complete the Project on or before September 30, 2027.
 - c. Grantee shall ensure that all necessary approvals to implement the Project have been obtained, including all applicable permits and licenses.

7. Progress of the Grant. If the Project is not being completed in a manner satisfactory to DHCD, DHCD must offer, and Grantee and/or any other subrecipient of the Grant must accept, any technical assistance that DHCD feels is necessary for the Grant to proceed in a manner acceptable to DHCD prior to declaring a default.

8. Disbursement of Grant Funds.

a. After the Effective Date of this Agreement, DHCD will disburse Grant funds to Grantee after Grantee has (i) submitted any reports required to be submitted prior to the disbursement; (ii) satisfied all special conditions set forth in Exhibit A; (iii) successfully completed an environmental impact review determination; and (iv) submitted a complete request for payment that is signed by two authorized representatives of Grantee.

b. Requests for payment may seek funds to pay for projected costs anticipated to be expended as well as costs actually incurred. DHCD shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment. Payment procedures are identified in Exhibit C.

c. Grantee understands that DHCD will take approximately ten days to process a request for payment and disburse any Grant funds.

d. DHCD may withhold disbursement of Grant funds if at any time DHCD reasonably believes that Grantee is not performing or completing the Project in accordance with this Agreement.

9. Records and Reports.

a. Grantee shall maintain accurate financial and management records, in a form acceptable to DHCD and ARC, of all transactions relating to the receipt and expenditure of Grant funds and administration of the Grant. In particular, Grantee shall prepare a report for DHCD on quarterly basis in a form to be determined by DHCD.

b. Grantee shall make these records, its administrative offices and any personnel, whether full-time, part-time, consultants or volunteers, available to DHCD upon request. Grantee shall retain said records for 5 years after DHCD closes out the Grant.

c. During the Grant Period, DHCD will monitor the Grant to ensure that it is being undertaken in accordance with the terms of this Agreement. In addition, Grantee shall monitor the Grant in accordance with the requirements of DHCD and all applicable federal and State requirements.

d. Grantee shall provide DHCD with the records, reports and other documentation, as well as any additional reports upon DHCD's request. DHCD shall provide a Report Form which is to be submitted quarterly.

10. Default and Remedies.

a. A default of this Agreement shall consist of (i) the breach of any of Grantee's covenants, agreements or certifications in this Agreement; (ii) the expenditure of Grant funds for any use other than the Project; (iii) the termination of the ARC Grant Agreement; or (iv) the failure to implement the Project in a manner satisfactory to DHCD.

b. Upon the occurrence of any default, DHCD may terminate this Agreement by written notice to Grantee. Grantee shall have 30 days from the date DHCD's notice of default was postmarked to cure the default. If the default is based upon a failure of Grantee and/or any subrecipient of the Grant to implement the Project in a manner acceptable to DHCD, DHCD shall offer, and Grantee and/or any subrecipient shall accept, technical assistance. After the conclusion of such 30 day period to cure the default, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may, at its option, immediately terminate this Agreement. In the event of termination by DHCD:

(i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and

(ii) DHCD may demand repayment from Grantee of any amounts previously disbursed that DHCD determines were not expended in accordance with this Agreement; and

c. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

11. Indemnification. To the extent allowed by law, Grantee releases DHCD from, agrees that DHCD shall not have any liability for, and agrees to protect, indemnify and save harmless DHCD from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by or asserted or imposed against DHCD as a result of or in connection with this Agreement or the Project. All money expended by DHCD as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Grantee to DHCD.

12. Conflicts of Interest. No person who is an employee, designee, agent, consultant, officer, or elected or appointed official of Grantee and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in an contract.

13. Applicability to Subrecipients, Contractors and Related Parties. Where performance of the Grant is to be carried out by any subrecipient, contractor or related party of Grantee, the provisions of this Agreement shall bind such subrecipient, contractor or related party. This shall be accomplished by a written agreement or contract between Grantee and any related party. Where

the term "Grantee" appears in this Agreement it shall be interpreted to include any subrecipient, contractor or related party of Grantee.

14. Grantee Responsibilities. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement, the Act, the general statutes of the State of Maryland, and any other applicable laws, rules, regulations, requirements policies and Executive Orders currently or hereafter in force. Grantee agrees that it is responsible for the Project's conformity with all requirements set forth in the ARC Grant Agreement, the MOU, the ARC Manual, and the Program Design, and shall ensure that all requirements set forth therein are fully met.

15. Program Manager; Notices.

a. The ARC Program Director shall serve as the representative of DHCD for this Agreement.

b. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(i) Communications to DHCD shall be mailed to:
CDBG and ARC Assistant Director
Division of Neighborhood Revitalization
Department of Housing and Community Development
7800 Harkins Road
Lanham, Maryland 20706

(ii) Communications to Grantee shall be mailed to:
Robert Smith
Project Director
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

16. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and Grantee.

17. Assignment. This Agreement may not be assigned without the prior written approval of DHCD.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant funds.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland, without regard to any conflict of laws provisions.

20. Effective Date of Agreement and Date Upon Which Costs May Be Incurred.

- a. The Effective Date of this Agreement will be the date of DHCD's execution.
- b. With the exception of those costs specifically identified by DHCD as eligible for reimbursement, no costs incurred by the Grantee may be eligible for reimbursement from the Grant until after Grantee has successfully completed an environmental impact review determination.

21. Term of Agreement. Unless sooner terminated pursuant to this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect from the Effective Date of this Agreement until the Project has been completed to DHCD's satisfaction, the final amounts of the Grant have been disbursed, all reports and records due by Grantee to DHCD have been submitted and approved by DHCD and there has been a final settlement and Grant closeout between DHCD and Grantee of all issues arising out of the Grant.

22. Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendments hereto and such further instruments as may be required by DHCD or ARC to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

23. Delay Does Not Constitute Waiver. No failure or delay of DHCD to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude DHCD from exercising any such default or preclude DHCD from exercising any such right, power or remedy at any later time or times.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Witness our hands and seals, set forth below.

ATTEST

CITY OF CUMBERLAND

By: _____
Raymond M. Morriss
Mayor

WITNESS:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Jacob Day

EFFECTIVE DATE: _____

Approved for form and legal sufficiency this ____ day of _____, 2025.

Assistant Attorney General

Exhibit A: Scope of Work
Exhibit B: Grant Budget
Exhibit C: Grant Payment Procedures
Exhibit D: Federal Award Information

Attachments

1. Program Design Proposal
2. Registered State Basic Agency Memorandum of Understanding, dated September 17, 2015
3. ARC Grant Agreement

EXHIBIT A
SCOPE OF WORK

GRANTEE: CITY OF CUMBERLAND

PROJECT NAME: Messick Road Sewer Extension

PROJECT DESCRIPTION: Funds will be used for the open trench construction of 1,100 linear feet of sewer pipe on the site of a new industrial park site and a forced main sewer main extending to the adjacent bank.

LOCATION: Messick Road
Cumberland, Allegany County 21502

PERFORMANCE MEASURES: Project outcomes will include: 1,100 linear feet of sewer line, improvement to 1 business, retention of 5 jobs, and creation of 30 jobs by July 31, 2028.

SPECIAL TERMS AND CONDITIONS:

1. **Audit**
The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Specifically, Single Audits are required if the Grantee spends more than \$1,000,000 of federal funds from any source in a fiscal year. Copies of the Audit are due to the DEPARTMENT and to the CDBG/ARC PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year.
2. **Financial Management**
The County must comply with appropriate sections of 2 CFR Part 200 and other related federal regulations in the financial management of their federal grant. ARC funds should only be spent on costs that are deemed as "reasonable and necessary."
3. **Environmental Review**
The project funded with this grant requires a CATEGORICALLY EXCLUDED SUBJECT TO PART 58 under the National Environmental Policy Act. The City completed the Environmental Review Record and submitted it and the Request for Release of Funds to the ARC Environmental Officer. A letter was sent to the City on

March 8, 2021 approving the Record and providing a Release of Funds.

4. **Nondiscrimination Policy**

The City must adopt or provide a policy stating that they will not discriminate in hiring and employment practices against any individual on the ground of race, age, handicap, religion, color, sex, familial status or national origin.

5. **Labor Standards**

Contracts using federal funds must follow all applicable federal labor standards, which are set forth in the following statutes:

- Davis-Bacon Act (40 USC 276(a-a5) - DHCD's current or proposed processes for monitoring compliance with the Davis-Bacon Act are described and illustrated in Appendix 3.
- Copeland "Anti-Kickback" Act (40 USC 276(c)
- Contract Work Hours and Safety Standards Act (40 USC 327-333)

6. **Conflict of Interest**

The City must comply with federal "Code of Conduct" standards found at 2 CFR Part 200, State of Maryland law related to conflict of interest for local governments, and the [ARC Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments](#), Section 21: Procurement. Please provide a copy of your Conflict of Interest Policy to the State for review and comment.

7. **Equal Opportunity Requirements**

The Office of Federal Contract Compliance Program has primary responsibility for enforcing the Department of Labor's Equal Employment Opportunity (EEO) provisions. However, DHCD will provide technical assistance and monitor the following requirements:

- Informing the contractor of requirements and assisting the contractor in complying with the requirements.
- Inserting the appropriate equal opportunity provisions in the contract documents.
- Awarding contracts and approving subcontract awards over \$10,000.
- Ensuring that contractors and subcontractors are in compliance with the Federal Equal Employment Opportunity requirements, and are not on a debarred list.

8. **Recordkeeping**

The City is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

9. **Debarment**

The City must complete debarment checks on all non-construction contractors hired and paid with ARC funds. Please retain completed forms in project files. The County must request debarment checks from the CDBG/ARC Labor Officer for construction contractors.

10. **Procurement**

The City is to comply with the procurement processes identified in the State of Maryland's *ARC Financial and Procurement Manual* which addresses procurement with federal funds. The ARC funded activities must be procured.

11. **Build America, Buy America**

The Build America, Buy America Act (BABA) established domestic procurement preferences for all infrastructure projects funded with federal financial assistance. Specifically, BABA requires that all iron, steel, manufactured products and construction materials are produced in the United States. This requirement applies to this grant. Specific forms and information will be provided to assist with compliance.

EXHIBIT B**MD-ARC-26****GRANT BUDGET**

ACTIVITY	ARC FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
1. Construction	\$120,000	\$129,130	\$249,130	City
2. Engineering				
3. Project Inspection Fees				
4. Contingency				
5. Project Administration*				
TOTAL PROJECT COSTS	\$120,000	\$129,130	\$249,130	

** Though no administrative costs were identified in the budget, the City is required to track and report on staff costs related to administration of the grant using the Exhibit 3B form.*

EXHIBIT C

GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. PURPOSE - The grant payment procedures outlined herein are designed to expedite the transfer of Appalachian Regional Commission (ARC) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.
2. OUTLINE OF DHCD PROCEDURES FOR GRANTEE PAYMENTS - The following is an outline of the procedures necessary to process a payment request:
 - a. The State of Maryland and ARC makes a determination that the grantee will receive funds from ARC. The MOU between ARC and DCHD authorizes the State to administer ARC construction projects. After project approval, ARC enters into a grant agreement with the grantee. The Division of Neighborhood Revitalization of DHCD sends the local government two copies of the DHCD Agreement, which includes:
 - Grant Payment Procedures,
 - State of Maryland ACH/Direct Deposit Authorization for Vendor Payments Form, and
 - Authorized Signatures Form.
 - b. The grantee executes the DHCD Agreement, which includes two sets of required grant payment procedures and forms. The DHCD Agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Road, Lanham, MD 20706. The DHCD Agreement should be sent back immediately upon signing. The grant payment forms must be signed and returned prior to the grantee's first request for payment. *NOTE: The name of the grantee should appear as it is listed in the DHCD Agreement on all forms and accounts.*
 - c. DHCD then approves the completed forms. The grantee's account is established in the State's STARS financial management system in the amount of the ARC award.
 - d. DHCD provides the grantee with a copy of the Request for Payment Form.
 - e. Following the effective date of the DHCD Agreement and the completion of the Environmental Review Record which results in the grantee receiving a completed Notice of Release of Funds Form, the grantee may request funds by completing the Request for Payment Form and the Expenditure Tracking Form and submitting one original to the Maryland ARC Basic Agency Program in order to meet the grantees' current cash disbursement needs.

- f. DHCD will review grantee's Request for Payment. The review will:
- verify authorized signatures;
 - verify mathematical computations;
 - for appropriate activities, verify that the environmental clearance has been obtained and the notification of release of funds issued;
 - verify that request will not exceed amount budgeted for the appropriate project activity and that expenses to date, are listed according to the line item categories from the DHCD Agreement budget which is in compliance with the SF424C;
 - verify that sufficient grant funds are available;
 - determine that other applicable special conditions have been met; and
 - Review the grantee's brief narrative about project progress or any delays or issues, etc.
- g. Upon completion of the review of the Request for Payment, DHCD staff signs to approve the request, and then forwards approved Request for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.
- h. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the grantee's designated depository for credit to its account.
3. OUTLINE OF DHCD PROCEDURES FOR USING ASAP:
- a. DHCD will follow ARC instructions for providing the required notification prior to drawing funds via the ASAP system.

PART II. POLICY

1. Grant payments cannot be made for any project until the following actions occur: (a) the DHCD Agreement is executed by all parties; (b) DHCD receives and approves the grantee's certification of completion of the environmental review process; and (c) DHCD removes grant conditions and issues a release of funds and (d) DHCD has determined that all other possible conditions have been met.
2. The Request for Payment form must be accurately completed or it will not be processed. If there are questions, the grantee should contact the Project Manager prior to making a payment request.
3. A request should be made allowing approximately thirty days to receive the ARC grant funds. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form by DHCD and its Finance Division.

4. All grant payments must be disbursed only on a project completion basis. Grantees must submit payment requests only for completed activities.
5. For each Request for Payment, the grantee must verify that they have expended their own funds in proportion to what they are requesting from ARC.
6. Disbursement of ARC funds shall always be limited to the percent of project costs specified in the project approval.

PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the grantee for credit to the grantee's bank account. The grantee shall complete the State of Maryland ACH/Direct Deposit Authorization for Vendor Payments Form (ACH Form). If the ACH Form has been previously submitted and is current, please provide DHCD with a copy of it or complete Exhibit 1 with the most current information. If changes are required by the grantee, follow the directions on the ACH Form and provide a copy to DHCD of the ACH Form sent to the Comptroller's Office. The copies of the forms should be sent your Project Manager at the Maryland ARC Basic Agency Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706.

The Grantee shall execute a new ACH/Direct Deposit Authorization for Vendor Payments Form whenever changes in the depository are made.

2. AUTHORIZED SIGNATURE FORM - The form for Authorized Signatures for Request for Payment must contain signatures identical to the typed names of the four individuals authorized by the grantee to co-sign the Request for Payment. The written and typed names must be identical on each form. The grantee shall submit the original forms to the Maryland ARC Basic Agency Program at the address listed above and retain one set for local files. The person certifying the authorized signatures cannot be listed as an authorized signature.

When the grantee submits a Request for Payment, the Maryland ARC Basic Agency Program will accept only the signatures of persons named on the current signature form on file. A grantee therefore shall submit new signature forms whenever there is a change, including additions or deletions of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. REQUEST FOR PAYMENT FORM - The grantee shall execute one original of Request for Payment Form each time it is determined that funds are required to meet current disbursement needs or to reimburse the grantee's advance of funds from another source.

The executed original form shall be mailed to the Maryland ARC Basic Agency Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the grantee for its records.

4. EXPENDITURE FORM – The Grantee is required to submit form - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the ARC funds.
5. EXPENDITURE TRACKING FORM – LOCAL USE – The grantee is required to use and maintain form – Expenditure Tracking Form – Local Use. The purpose of this form when completed will assist the State in monitoring the grant and to assist the grantee with tracking expenditures.

EXHIBIT 1 – STATE OF MARYLAND ACH/DIRECT DEPOSIT INFORMATION
STATE OF MARYLAND ACH/DIRECT DEPOSIT AUTHORIZATION FOR
VENDOR PAYMENTS
EXHIBIT 2 – AUTHORIZED SIGNATURES
EXHIBIT 3 – REQUEST FOR PAYMENT FORM
EXHIBIT 3A – EXPENDITURE TRACKING FORM
EXHIBIT 3B – EXPENDITURE TRACKING FORM – LOCAL USE

11/2021



STATE OF MARYLAND
ACH/DIRECT DEPOSIT
AUTHORIZATION FOR VENDOR PAYMENTS

EXHIBIT 1

Type of authorization (select one only):

☐ **NEW:** Enter all banking information requested below and submit this form. (Complete lines 1-12 and 16-22)

Note: Student refunds, Lottery payments, DORS payments, Renters tax credits, and Restitution payments are NOT eligible for ACH.

☐ **CHANGE:** Complete this form by entering changes to the financial institution, account number, or type of account; and submit the completed form. Do not close your old bank account until electronic payments are received in your new account. (Complete all lines)

☐ **CANCELLATION (Revocation):** You may cancel (revoke) your prior Authorization by checking this box and completing and submitting this form. (Complete lines 1-7, 13-15 and 17-22)

Please complete all sections of this Enrollment Form and attach either a voided check OR a letter signed by your bank representative, confirming account name, account number, and ABA routing number for ACH payments. Starter checks or counter checks are NOT acceptable. Online credit cards are NOT eligible for ACH transfer.

Send completed form and documentation to: State of Maryland, Comptroller of Maryland, ACH Registration, General Accounting Division, Room 205, P.O. Box 746, Annapolis, Maryland 21404-0746 or fax the form to 410-974-2309. If you have any questions, contact the General Accounting Division at 410-260-7375 or toll free at 888-784-0144.

Please type or print legibly. PAYEE INFORMATION		The number below is: ☐ Social Security No.(SSN) ☐ Federal Employer No.(FEIN)	
1. Payee Name		2. SSN or FEIN	
3. Mailing Address		4. City, State, ZIP Code	
5. E-mail address			
6. Contact Name and Title		7. Daytime Telephone Number	
NEW - Complete 8-12		OLD BANK ACCOUNT INFORMATION - Complete 13-15	
8. Financial Institution Name		13. Financial Institution Name	
9. ABA/Routing Number		14. ABA/Routing Number	
10. Account Number		15. Account Number for Deposit of Electronic Funds Transfer	
11. Account Type (Select one only) ☐ Checking ☐ Savings			
12. Financial Institution Telephone Number			

16. Level of Detail on Bank Statement Requested (select one only):

☐ Standard format - CCD+ (DEFAULT) ☐ Detailed format - CTX* (multiple detail lines) ☐ Detailed format - EDI* (full detail)
Example: "State of Maryland" "State of Maryland and Invoice Information" "State of Maryland and Invoice Information"

**Note: You must contact your bank to receive these detailed formats. There may be a charge to you by your bank for detailed formats.*

I hereby certify that I am authorized to make the representations contained in this paragraph. I authorize the Comptroller and the Treasurer of Maryland to register the payee for automated clearing house (ACH) using the information contained in this registration form. I agree to receive all vendor payments from the State of Maryland by electronic funds transfer according to the terms of the ACH program. I agree to return to the State of Maryland any ACH payment incorrectly disbursed by the State of Maryland. I agree to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

17. Print or Type Name of Payee or Payee's Authorized Signatory	18. Title of Authorized Signatory
19. Signature of Payee or Payee's Authorized Signatory	20. Date
21. Signature of Secondary Signatory(s) - if applicable	22. Date

ADMINISTRATIVE USE ONLY

GAD Input By: _____
GAD Reviewed By: _____

STO Input By: _____
STO Reviewed By: _____

COT/GAD X-10 (Rev 4/15)

**STATE OF MARYLAND
ACH/DIRECT DEPOSIT
INSTRUCTION SHEET**

Purpose:

To provide information to the State of Maryland for ACH/Direct Deposit.

Who will use the form?

Vendors that are required to have payments made via ACH/Direct Deposit or other vendors requesting payments via ACH/Direct Deposit.

Routing and General Instructions:

Complete and send the form and documentation to Vendor Services in the General Accounting Division. Please retain a copy of the form for your records.

Submit to:

ACH Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746
(or) Fax to 410-974-2309

Processing:

Allow 30 days from the date of your request for the Comptroller's/Treasurer's office to process your request. Payments will be processed according to payment terms.

Questions: Email to GAD@comp.state.md.us, call 410-260-7375 or toll free at 888-784-0144.

EXHIBIT 1

**Appalachian Regional Commission
Comptroller of Maryland
State of Maryland ACH/Direct Deposit Information**

Please complete this information if unable to provide a copy of most recent ACH Form.

Grantee Information

Date: _____

Grantee Identification Information (Address to be used in case of default to check):

Grantee Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Taxpayer Federal Employer Identification Number: _____

Contact information: name, title, email and phone number including area code:

Depository Bank or Credit Union Information

Name: _____

Contact Name: _____ Phone number: _____

ABA (routing) number: _____

Account Number: _____

Account Type: ☐ Checking ☐ Saving

Format Desired, Check one:

☐ CCD+ (gives Standard description line: "State of Maryland")

☐ CTX* (multiple detail lines) ☐ EDI* (full detail)

* Note- There may be a charge to you by your bank with this format. You must contact your bank to receive this format.

The information on this form is the most recent information sent to the Comptroller and the Treasurer of Maryland registered for electronic funds transfer. Grantee agrees to return to the State of Maryland any payment incorrectly disbursed by the State of Maryland to the Grantee's account. Grantee agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

Signature and title of chief elected official, controller or chief financial officer and date.

EXHIBIT 2

Appalachian Regional Commission Grant

AUTHORIZED SIGNATURES FOR REQUESTS FOR PAYMENT

1. Name and Address of Grantee: _____

2. Grant Agreement Number: _____

3. The individuals named below are authorized to sign Requests for Payment (two or more)

TYPE NAME	TITLE	SIGNATURE EXACTLY AS IT APPEARS IN TYPED FORM
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Certification

I certify that the signatures above are of the individuals authorized to sign Requests for Payment funds on behalf of the identified grantee. I further understand that, as the person certifying, I am not eligible to sign Requests for Payment.

Date

Title

Signature

EXHIBIT 3

APPALACHIAN REGIONAL COMMISSION GRANT REQUEST FOR PAYMENT

SECTION I: REQUEST FOR PAYMENT

GRANT AGREEMENT NUMBER	REQUEST NUMBER	DEPOSITORY BANK AND ACCOUNT NUMBER	AMOUNT REQUESTED
MD-ARC-			
GRANTEE NAME AND ADDRESS (Use legal name as listed in DHCD Agreement)		NAME & TELEPHONE NUMBER OF GRANTEE CONTACT PERSON	FEDERAL ID NUMBER
TOTAL ARC FUNDS REQUESTED TO DATE INCLUDING THIS REQUEST:		TOTAL NON-ARC FUNDS EXPENDED TO DATE:	

SECTION II: USE OF FUNDS (ARC FUNDS ONLY)

BUDGET ACTIVITY LINE	TOTAL ARC BUDGET AMOUNT(S)	REQUESTED AMOUNT

SECTION III: CERTIFICATION BY GRANTEE

We certify that this request in accordance with the terms and conditions of the grant agreement with the Maryland Department of Housing and Community Development and the amount requested accurately reflects the expenses, as reported on this request, and that the amount is supported by documentation in our files.

_____ AUTHORIZED SIGNATURE	_____ TITLE	_____ DATE
_____ AUTHORIZED SIGNATURE	_____ TITLE	_____ DATE

SECTION IV: STATE USE

DATE RECEIVED	AMOUNT APPROVED	PAYMENT REVIEWED BY	PAYMENT APPROVED BY	APPROPRIATION CODE

Was Expenditure Tracking Form included with payment request? If no, please obtain prior to processing.

EXHIBIT 3A

APPALACHIAN REGIONAL COMMISSION GRANT

EXPENDITURE TRACKING FORM

Grant #: _____

Payment Request #: _____ Amount Requested: _____

Date Range of Expenditures*: _____

Leverage expended during the date range of expenditures: _____

*For this payment request, please identify the specific expenses to be paid with the ARC funds.
Please attach copy of form to your payment request and retain copy in your grant financial files.*

Amount Requested	Activity Line Item #	Specific Use	To Be Paid To: (Identify Specific Vendors)

*If payment is an advance, please provide projected leverage.

EXHIBIT 3B

APPALACHIAN REGIONAL COMMISSION GRANT

EXPENDITURE TRACKING FORM – LOCAL USE

Grant #: _____

Please complete and retain this form in your ARC Financial Files. It is for tracking ARC grant funds only. The completed form will assist the State with grant monitoring.

Payment Request #	Date of Request	Amount Requested	Date Payment Received

Matching Funds

Please identify the final totals of other funds used to match the ARC funds. Attach another sheet if necessary. Please identify In-Kind Costs on page 2.

Amount	Source of Funds

In-Kind Costs

Please calculate all in-kind costs related to this project that used match to the ARC funds. For staff costs, please indicate the person and the number of hours in addition to the costs.

Amount	Specific Use/Hours	Source/Staff Person

EXHIBIT D**FEDERAL AWARD INFORMATION**

(i)	Appalachian Regional Commission	
(ii)	Name of Federal Awarding Agency	Appalachian Regional Commission
(iii)	Catalog of Federal Assistance Number	23.011
(iv)	Federal Program Year	2025
(v)	Start Date of Federal Program Year for Program	September 1, 2020
(vi)	DHCD Unique Entity Identifier	028492598
(vii)	Grantee Name	City of Cumberland
(viii)	Grantee Unique Entity Identifier/DUNS Number	010095024
(ix)	Grantee Federal Identification Number	52-6000786
(x)	Date of Award to Grantee	September 4, 2025
(xi)	Amount of Federal Fiscal Year 2025 Funds Obligated/Committed by this Agreement to the Grantee by DHCD	\$120,000
(xii)	Total Amount of Federal Fiscal Year 2025 Funds Obligated/Committed to the Grantee by DHCD to date (Including the current Obligation) for Federal Fiscal Year	\$120,000

ATTACHMENT 1

STATE OF MARYLAND

STATE BASIC AGENCY PROGRAM FOR APPALACHIAN REGIONAL COMMISSION PROJECTS

This document provides the specific details as to the State of Maryland's management of Appalachian Regional Commission (ARC) funded construction projects. Specifically, these projects will be managed by the Maryland Department of Housing and Community Development (DHCD) after approval of grants by the Maryland Department of Planning (MDP) and ARC. DHCD will serve as the "State Basic Agency."

There is a specific process for the State managed projects which is identified as follows:

1. As part of the application process, upon request, DHCD will provide a letter to the ARC executive director indicating it will serve as the basic agency for an ARC project. This letter is a requirement for ARC project approval.
2. DHCD will review application for issues or concerns related to various federal compliance regulations and requirements and the impact on the application. DHCD will share any issue or concerns with MDP.
3. Upon notice of funding, the successful Grantee will receive a grant agreement directly from ARC. The agreement includes a certification regarding lobbying and a certification regarding drug free workplace requirements. These documents should be signed by the chief elected official for governments or designated official for non-profit organizations and returned to ARC who will forward executed copies of their documents to DHCD.
4. DHCD will provide the Grantee with an "ARC Fiscal Agent and Grant Agreement" which obligates the funding by the State and establishes the relationship between DHCD and the Grantee. The agreement identifies regulations, requirements and fiscal processes. The agreement also provides a two year grant period for expenditures which is standard for grants funded and/or managed at this department. Amendments for reasonable time extensions may be approved for sufficient reasons.
5. DHCD will amend the ARC Fiscal Agent and Grant Agreement if there are changes to the scope, location, outcomes, or existing budget, if it is for a new activity or for an increase to budgeted activities in excess of 10 percent of the total grant amount. The amendments must be approved in advance by DHCD and may require approval by ARC.
6. Payment requests are to be submitted using forms provided by DHCD. The State will request the payment from ARC in both the ARC grant management system (ARCnet) and the State system. The Grantee will receive payment from the State who will be reimbursed by ARC for those funds.

7. DHCD will create a progress report for the Grantee to use which is specific to their funded project. The reports are to be submitted on a semi-annual basis.
8. DHCD will provide the Grantee with technical assistance and training on compliance requirements. This includes providing manuals and specific forms to be used.
9. DHCD, in accordance with federal regulations and state policies, will monitor the Grantee to verify completion of the project, ensure compliance with regulations and requirements, audit grant financials, certify use of required leverage amount and to determine the ARC performance measures have been achieved.
10. DHCD will make all updates on grant progress, expenditures and other required items in ARCnet. Despite having access, the Grantee shall provide updates and information to DHCD.

Where there is or appears to be conflict between information in the Grantee's agreement with ARC, DHCD will determine how the Grantee is to proceed.

Compliance Requirements

All federal grants are subject to many regulations and requirements. The primary role of DHCD is to ensure the Grantee is in compliance with those that apply to the funded project. DHCD has developed several manuals and identified specific processes which are designed to ensure that grants are managed in accordance with regulations and requirements.

The following applies to all projects:

- Build America, Buy America
- Conflict of Interest
- Environmental Review
- Financial Management
- Labor Standards
- Non-Discrimination/Equal Opportunity
- Procurement and Contracting
- Recordkeeping
- Reporting

The following applies to grants in specific circumstances:

- Acquisition
- Single Audit
- Relocation

There may be additional requirements imposed specifically by ARC depending on the type of project funded. These will be highlighted in the ARC Fiscal Agent and Grant Agreement.

REGISTERED STATE BASIC AGENCY
MEMORANDUM OF UNDERSTANDING

Between

The Appalachian Regional Commission

And

The Maryland Department of Housing and Community Development

I. PURPOSE

The Appalachian Regional Development Act (40 U.S.C. §§ 14101- 14526) contains a general authorization for other agencies to assist ARC with the administration of construction grants. This Memorandum of Understanding (MOU) is entered into by the signatory agencies to allow the Maryland Department of Housing and Community Development (MD DHCD) to manage and administer Appalachian Regional Commission (ARC) construction grants in Maryland as a Registered State Basic Agency (RSBA).

II. BENEFITS TO THE AGENCIES

1. This MOU allows the ARC to disburse construction grant funds to MD DHCD so that the funds can be properly administered. Using ARC grant money to partially fund projects that may be assisted through MD DHCD's programs will result in increased administrative efficiencies, environmental benefits, and additional funding leverage to support projects in the Appalachian Region.

III. RESPONSIBILITIES

It is mutually agreed and understood by the ARC and MD DHCD that:

1. All ARC grant funds will be disbursed to MD DHCD on behalf of a local community (hereinafter "Grantee").
2. MD DHCD will provide determinations that the design, engineering, environmental reviews, and property acquisition components of the project conform to the requirements specified in the State Basic Agency Grant Administration Manual and the approved *Program Design Proposal (Program Design)*, dated September 14, 2015, which is incorporated into this agreement by this reference and attached as a supplement.
3. MD DHCD or one of the involved local or state agencies on the project will issue the project's environmental impact review determination.
4. MD DHCD will assure ARC that the grantee has agreed to comply with all applicable Federal and state laws and regulations and that the procurement and construction management aspects of the project, including bidding and contracting, are in compliance with Federal laws and

regulations pertaining to the approved *Program Design* and the State Basic Agency Grant Administration Manual, which is incorporated into this agreement by this reference and attached as a supplement.

5. MD DHCD will provide monitoring of grantee construction progress and grant expenditures no less than semi-annually. MD DHCD will perform construction inspections as necessary, but no less than one inspection during the construction phase.
6. MD DHCD will review the grantee's invoices for eligibility and completeness of supporting documentation. MD DHCD will assure processing and payment of invoices attributable to the ARC grant. MD DHCD will certify payment requests before submitting them to ARC.
7. MD DHCD will provide annual reports to ARC on construction progress and grant expenditures. Final reports shall include performance measures and final expenditures of ARC and matching funds. MD DHCD shall also obtain the grantee's written certification of final project performance measures as required by ARC and the grantee's written certification of final budget tracking on the use of ARC grant funds and matching funds.

IV. TERMS

1. This MOU will become effective on the date of the final signature. Participation in this MOU may be terminated by any signatory agency with written notification to the other parties at least 90 calendar days in advance of the effective date of termination.
2. This MOU may be amended, extended, or modified through an exchange of correspondence and upon full agreement by both signatory agencies.
3. The parties agree that nothing in this MOU requires MD DHCD to expend its funds to assist ARC projects, and that MD DHCD will do so only through the terms of its programs.


SCOTT T. HAMILTON, Executive Director
Appalachian Regional Commission

Date

9-17-15


KENNETH HOLT, Secretary
Maryland Department of Housing and Community
Development

Date

9/30/15

**Grant Agreement
Between
Appalachian Regional Commission
and
City of Cumberland**

**(Fiscal Agent for City of Cumberland: Maryland Department of
Housing and Community Development)**

ARC Contract Number: MD-22344-2025		
Project Title: Messick Road Sewer Extension		
ADMINISTRATIVE/FISCAL AGENT:	Maryland Department of Housing and Community Development 7800 Harkins Road Lanham, MD 20706	GRANTEE: City of Cumberland 57 North Liberty Street Cumberland, MD 21502 Project Director: Robert Smith 301-759-6601
Fiscal Agent's EIN:	52-6002033	ARC Project Coordinator: Magdalena Mysliwiec
Fiscal Agent Contact:	Cindy Stone 301-429-7519	State Administration/Liaison Officer: Joe Rogers
Part I - Special Provisions		

1. Statement of Purpose - Incorporation of Proposal:

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to construct a sewer main extension to an industrial park under development along Messick Road. The project includes open trench construction of 1,100 linear feet of eight-inch sanitary sewer pipe on the industrial park site and a forced sewer main extending to the adjacent bank facility. Funding will also provide for manholes, clearing and grubbing, mobilization, permanent seeding, contingencies, and other associated costs.

ARC funds are being made available to the project through the Maryland Department of Housing and Community Development (MD DHCD) and will be administered in accordance with the Memorandum of Understanding (MOU) between MD DHCD and the Appalachian Regional Commission, executed on September 30, 2015, which is attached to and hereby incorporated into this agreement.

This project shall be carried out in general accord with Grantee's proposal, approved by ARC on August 18, 2025. Grantee's proposal is incorporated by this reference as a supplement to this agreement. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

2. Order of Precedence:

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, these Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the Memorandum of Understanding, the Registered State Basic Agency Grant Administration Manual, and any other incorporated Supplements. Any conflicts among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

3. Reports:

The Grantee shall submit reports for this project to the Fiscal Agent semi-annually, or at a greater frequency determined by the Fiscal Agent. An annual report for this project shall be submitted by the Fiscal Agent to ARC, as required by the Memorandum of Agreement referenced in Article 1 on a schedule to be agreed to between the Fiscal Agent and the ARC Project Coordinator.

4. Consideration and Method of Payment:

A. Total.

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$120,000 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$129,130 in cash, contributed services, or in-kind contributions, as approved by ARC. Payments under this Agreement shall be made to the Grantee through the Maryland Department of Housing and Community Development, as Fiscal Agent. The Grantee shall not incur any project-related costs nor begin construction without prior approval from the Fiscal Agent.

B. Method.

Progress payments in the full amount of the total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the agreement, Grantee shall receive any balance of funds, which may be due under this agreement. Payments under this agreement shall be made under the Automated Standard Application for Payments (ASAP) process or, if necessary, upon the receipt of the Fiscal Agent's invoice.

5. Budget:

Costs will be determined in general accord with the budget (which is attached to and hereby incorporated into this agreement), subject to the terms of this Grant Agreement, the Registered State Basic Agency Grant Administration Manual, and pertinent ARC Code Provisions.

6. Period of Performance:

The grant period of performance shall be 8/1/2025 through 7/31/2028.

7. Federal Retention of Interest:

Title to equipment purchased with grant funds, and/or real property purchased or improved with grant funds, resides with the Grantee or Subgrantee and their assignees and successors, as applicable. However, it is a conditional title, and the federal government retains a federal interest in the property. The equipment and/or real property must be accounted for during and after the end of the project period

according to OMB property standards at 2 C.F.R. 200.310-316. Grantees and Subgrantees, other than state agencies, must also record a notice of federal interest (NFI) in real property purchased or improved with ARC funds and in equipment purchased with ARC funds when the amount of ARC funding provided for the equipment purchase exceeds \$250,000. All Grantees and Subgrantees purchasing equipment, or purchasing or improving real property, must continue to use the equipment and/or real property in the same or other projects related to objectives of ARC, as approved by ARC. It is the Grantee's responsibility to ensure that the equipment and/or real property is being used primarily for the purposes of the grant and to notify ARC promptly in the event that the equipment and/or real property is no longer being used for such purposes. If the Grantee or Subgrantee wishes to change the use of the equipment and/or real property, or dispose of it or transfer ownership, the Grantee or Subgrantee must contact ARC to request disposition instructions. The federal government is entitled to an amount equal to the value of the ARC share in the property at the time of the change of use, disposal, or transfer of ownership.

Brandon McBride

8/27/2025

Executive Director

Date

Jeff Silka-9/4/2025

9/4/2025

Jeff Silka
City Administrator

Date

Part II
Appalachian Regional Commission
Grant Agreement: General Provisions

Article 1 General Procedures.

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

Article 2 Restrictions on Use of ARC Funds.

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

Article 3 Work Plan/Detailed Budget.

(1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.

(2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

Article 4 Reports.

(1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

Article 5 Contracting Procedures

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

Article 6 Subcontracting.

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

Article 7 Coordination and Non-Duplication.

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

Article 8 Project Personnel.

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

Article 9 Compliance with Applicable Laws.

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies

provided elsewhere by law, regulation, or agreement.

Article 10 Retention of Rights.

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

Article 11 Method of Payment.

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met. The total of such progress payments shall not exceed ninety (90) percent of the total grant amount unless specifically authorized in Part I of this agreement.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

Total Advance Payments shall not exceed 90 percent of the total grant amount unless specifically authorized in Part I of this agreement.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive

any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

NOTE: All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

Article 12 Grant-Related Income.

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

Article 13 Rebates and Discharges from Liability.

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

Article 14 Records /Audit.

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission, or has failed to obligate or disburse any such sums for the purpose of this Agreement, the final payment shall be

reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

Article 15 Responsibilities.

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission;

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

Article 16 Grantee's Principal Personnel.

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

Article 17 ARC Representative.

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

Article 18 State Administration and Liaison Officer.

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this

Agreement.

Article 19 Disputes.

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

Article 20 Termination and Other Enforcement Action.

ARC may terminate this federal award in whole or in part, at any time, on the following grounds: If the grant recipient or subrecipient fails to comply with the terms and conditions of the federal award; for convenience; whenever it is in the best interest of ARC or the federal government; if ARC determines that the award no longer effectuates the program goals or agency priorities; if the award does not advance the national interest; based upon the availability of appropriated funds; or with the consent of the Grantee, in which case ARC and the Grantee shall agree upon the termination conditions.

The Grantee may terminate the federal award in whole or in part upon sending to ARC a written notification of the reasons for a termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if ARC determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, ARC may terminate the federal award in its entirety.

ARC may take all enforcement actions, including award termination, suspension or imposing additional conditions on the federal award, in accordance with applicable Executive Orders, regulations or other federal laws.

Article 21 Official Not to Benefit.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

Article 22 Covenant Against Contingent Fees.

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 23 Equal Opportunity.

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities. See also 2 CFR 200.332(e), 200.318(b), and 200.501(h). By executing this agreement and submitting each payment request or invoice to ARC, the Grantee is, and will continually be, certifying that it is complying in all respect with all applicable Federal anti-discrimination laws and it is not operating any programs promoting "diversity, equity, and inclusion," including this grant project, in violation of any applicable Federal anti-discrimination laws. In doing so, the Grantee acknowledges that such certification is material to ARC's payment decision for purposes of 31 U.S.C. 3729(b)(4).

Article 24 Patent Rights.

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

Article 25 Statement of Federal Funding.

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this

Agreement, Grantee agrees and warrants that it shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

Article 26 Lobbying.

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

Article 27 Copyrights.

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contact funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.

Article 28 Buy America.

General. None of the ARC funds provided under this grant award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives) are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

Definitions. The definitions provided in the ARC website related to the Buy America are hereby

incorporated by reference. The ARC Buy America website is available at <http://www.arc.gov/BuyAmericaGuidelines>.

Exclusions. This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers. A waiver on the application of the domestic content procurement preference (Buy America) may be available to the ARC grantee when one of the following exceptions are present: (a) the domestic content procurement preference is inconsistent with the public interest; (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (c) the inclusion of iron, steel, manufacture products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. The grantee will request the domestic content procurement preference (Buy America) waiver in writing and according to the instructions, format, content, and supporting materials described in the ARC Buy America website, available at <http://www.arc.gov/BuyAmericaGuidelines>.

Article 29 Unique Entity Identifier.

Federal award recipients are required to have an active unique entity identifier (UEI) registered in SAM.gov in order to receive a disbursement of grant funds. Further, ARC cannot award grants or process payments to grantees who are excluded from such as indicated on SAM.gov. Grantee agrees to maintain an active SAM.gov registration with current information at all times while the ARC grant is open.

Direct subrecipients of grantees must obtain a UEI in order to receive funds as a subrecipient (subrecipients of subrecipients are not subject to this requirement). Grantees are responsible for verifying that their subrecipients have a valid UEI. See 2 CFR Part 25.

Article 30 Reporting Subawards and Executive Compensation.

Grantees that receive a federal grant of \$30,000 or more may be subject to Federal Funding Accountability and Transparency Act (FFATA) reporting requirements (Pub. L. 109-282, as amended). FFATA requires grantees to report data on their executives' compensation and their subawards, if any. Exceptions to FFATA reporting requirements apply in certain circumstances. Grantee agrees to comply with all applicable FFATA requirements. See 2 CFR Part 170.

For reporting purposes, ARC Federal Award Identification Numbers (FAIN) are formatted as follows: ARC + last two digits of the award fiscal year + C + five-digit project number without any alphabetical letters. For example, the FAIN for an FY2024 award with project number CO-12345 would be: ARC24C12345.

Article 31 Reporting of Matters Related to Recipient Integrity and Performance.

Grantee is subject to the reporting requirements in Appendix XII of 2 CFR Part 200 if, for any period of time during the performance of this Federal award, Grantee has received active grants, cooperative agreements and procurement contracts from Federal agencies with a total value of over \$10,000,000. Please see Appendix XII for more information.

Article 32 Trafficking in Persons.

(1) ARC may terminate this grant or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a private entity receiving funds under this award as a recipient or subrecipient engages in: (a) Severe forms of trafficking in persons; (b) The procurement of a commercial sex act during the period of time that the grant is in effect; (c) The use of forced labor in the performance of the grant; or (d) Acts that directly support or advance trafficking in persons, including the following acts: (i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents; (ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: 1. exempted from the requirement to provide or pay for such return transportation by ARC; or 2. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action; (iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment; (iv) Charging recruited employees a placement or recruitment fee; or (v) Providing or arranging housing that fails to meet the host country's housing and safety standards. See 2 CFR Part 175.

(2) Grantee certifies that applicable requirements of 2 CFR 175.105(b) have been and will be met each year this award is in effect.

(3) Grantee shall immediately inform ARC and its Inspector General of any credible information alleging human trafficking has taken place, and fully cooperate with audits, investigations or corrective actions, as required by 2 CFR 175.105(c).

Article 33 Whistleblower Protections.

An employee of a grant recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310, as well as 2 CFR 200.217.

Appendix A
Certification Regarding Lobbying for ARC Contracts, Grants, Loans, and
Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this ARC contract, the making of this ARC grant, the making of this ARC funded loan, the entering into of this cooperative agreement, or the extension, continuation, renewal, amendment, or modification of this ARC contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person or entity for influencing or attempting to influence an officer or employee of ARC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this ARC contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of the disclosure form and instructions may be obtained from the Office of General Counsel, ARC.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. All certifications and disclosure forms shall be provided to ARC.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction. The Commission may terminate for cause any grant, contract, loan or cooperative agreement with respect to which a false certification is made. Any person who files a false certification may be subject to penalties under the law.

City of Cumberland, 57 North Liberty Street, Cumberland, MD 21502

Organization Name and Address

Jeff Silka, City Administrator

Name and Title of Certification Official

9/4/2025

Signature

Date

Certification Regarding Drug-Free Workplace Requirements

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about-
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs, and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Jeff Silka, City Administrator

Name and Title of Certification Official

Jeff Silka-9/4/2025

9/4/2025

Signature

Date

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$ 0.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$ 0.00
3. Relocation expenses and payments	\$.00	\$.00	\$ 0.00
4. Architectural and engineering fees	\$.00	\$.00	\$ 0.00
5. Other architectural and engineering fees	\$.00	\$.00	\$ 0.00
6. Project inspection fees	\$.00	\$.00	\$ 0.00
7. Site work	\$.00	\$.00	\$ 0.00
8. Demolition and removal	\$.00	\$.00	\$ 0.00
9. Construction	\$ 249,130.00	\$.00	\$ 249,130.00
10. Equipment	\$.00	\$.00	\$ 0.00
11. Miscellaneous	\$.00	\$.00	\$ 0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 249,130.00	\$ 0.00	\$ 249,130.00
13. Contingencies	\$.00	\$.00	\$ 0.00
14. SUBTOTAL	\$ 249,130.00	\$ 0.00	\$ 249,130.00
15. Project (program) income	\$.00	\$.00	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 249,130.00	\$ 0.00	\$ 249,130.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <u>48.17</u> %		\$ 120,000.00

File Attachments for Item:

. Order 27,841 - accepting the proposal from Belt Paving, Inc. to provide, mill, patch and paving work on Mechanic Street (City Project 2025-16-PVG) in the total amount not to exceed \$31,919.34, utilizing pricing obtained through the Maryland State Highway Administration's (SHA) existing contract in accordance with City Code Section 2-171(c)

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

ORDER NO. 27,841

DATE: September 16, 2025

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

THAT, the proposal from Belt Paving, Inc., PO BOX 1002, Cumberland, MD 21502 to provide, mill, patch and paving work on Mechanic Street (City Project 2025-16-PVG) in the total amount not to exceed Thirty One Thousand Nine Hundred Nineteen Dollars and Thirty Four Cents (\$31,919.34) be and is hereby accepted; and

BE IT FURTHER ORDERED, that pricing was obtained through the Maryland State Highway Administration's (SHA) existing contract in accordance with City Code Section 2-171 (c).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 9/16/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Mechanic Street Paving (2025-16-PVG)

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

THAT, the award to Belt Paving, Inc. to provide mill, patch and paving work on Mechanic Street be and is hereby approved in the estimated unit price amount of \$31,919.34; and BE IT FURTHER ORDERED, that, pursuant to Section 2- 171(c) of the City Code, this shall be awarded in accordance with the terms of the Maryland State Highway Administration's (SHA) existing contract with Belt Paving.

This project involves paving approximately 850 SY on Mechanic Street.

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

Amount of Award: \$31,919.34

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

09/03/2025 10:47
 BP25001-8 City of Cumberland Mechanic St Paving
 *** Jay Stanislawczyk

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1004	MOT	U	1.000	UD	1,500.00	1,500.00
1008	Flagger	U	30.000	HRS	105.00	3,150.00
1012	Mobilization	U	1.000	LS	2,400.00	2,400.00
5003	12.5 mm for patching (up to 3")	U	105.000	TN	230.00	24,150.00
5010	5" White Pavement Marking Paint	U	178.000	LF	0.31	55.18
5011	5" Yellow Pavement Marking Paint	U	356.000	LF	0.31	110.36
5013	White Preformed Thermo Legends & Symbols	U	26.000	SF	21.30	553.80
Bid Total =====>						\$31,919.34

File Attachments for Item:

. Order 27,842 - approving a change in traffic flow for Ascension Street, converting from two-way traffic to one-way traffic with traffic entering from Williams Street to Baker Street and also Jefferson Street, converting from two-way traffic to one-way traffic with traffic entering from Baker Street to Maryland Avenue; Parking will remain allowable on one side of the street on both Ascension and Jefferson Streets

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

ORDER NO. 27,842

DATE: September 16, 2025

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

THAT, a change in traffic flow be and is hereby approved in the following manner:

- Ascension Street will be converted from two-way traffic to one-way traffic
with traffic entering from Williams Street to Baker Street
- Jefferson Street will be converted from two-way traffic to one-way traffic
with traffic entering from Baker Street to Maryland Avenue
- Parking will remain allowable on one side of the street on both Ascension
and Jefferson Streets

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 9/16/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Ascension Street & Jefferson Street Traffic Change

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

The traffic flow of Ascension Street will be changed from two-way traffic to one-way traffic with traffic entering from Williams Street to Baker Street. In addition, Jefferson Street will be converted to one-way traffic with traffic entering from Baker Street to Maryland Avenue. Parking will remain allowable on one side of the street.

The traffic change was proposed and discussed at a public meeting on 9/10/25 @ 5:00 PM at the City Hall Council Chambers.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

Ascension Street Traffic Change

Legend



Google Earth

Image Landsat / Copernicus

900 ft

File Attachments for Item:

. Order 27,843 - accepting the sole source proposal from Bortek Industries for the purchase of one Demo Dulevo D6 Street Sweeper in the total amount not to exceed \$325,000, in accordance with City Code Sec 2-171(c) relating to purchasing cooperatives and piggyback contracts

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

ORDER NO. 27,843

DATE: September 16, 2025

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

THAT, the sole source purchase from Bortek Industries, 4713 Gettysburg Road, Mechanicsburg, PA 17055, for one (1) Demo Dulevo D6 Street Sweeper in the total amount not to exceed Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000.00) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this special pricing is through Sourcewell Contract 093021-FAY, which 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:
001.056.64000

Council Agenda Summary

Meeting Date: September 16, 2025

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the sole source purchase of a Demo Dulevo D6 from Bortek Industries, 4713 Gettysburg Road, Mechanicsburg, PA 17055 in the not-to-exceed cost of \$325,000.00.

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

Requesting a sole source order to accept the purchase of Demo Dulevo D6 from Bortek Industries for an amount not to exceed \$325,000.00. Bortek Industries is offering us Sourcewell Contract 093021-FAY pricing, which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). This will be used in daily operations by the Street Department to conduct routine street sweeping, as well as being used in our paving operations.

Amount of Award:

\$325,000.00

Budget number:

001.056.64000

Grant, bond, etc. reference:

N/A



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Purchase of Street Sweeper

7 messages

Devin Burke <devin.burke@cumberlandmd.gov>

Thu, Sep 11, 2025 at 8:08 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Over the past year, our team evaluated eight different sweeper models and technologies. These included traditional mechanical units, pure vacuum sweepers, and regenerative air systems. After thorough testing and operator feedback, three finalists emerged. Below is a breakdown of the top contenders, followed by our final recommendation.

I also wanted to make mention that even though we sought multiple options/ quotes, the prices listed below were all routed through cooperative purchasing. This is in line with City Purchasing guidelines per City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

1. Tymco DST 4

- **Cost:** \$312,889
- **Timeline:** January 26 delivery
- **Warranty:** 1 year / 1,000 miles (extension available for 2 years / 2,000 hours at \$5,500)
- **Technology:** Regenerative Air
- **Chassis:** Isuzu
- **Capacity:** 4 CYD
- **Brush Pattern:** Mid-mount, dual gutter brooms with central blast orifice head
- **Dump Height:** Low (optional high dump, not compatible with our trucks)

Notes:

- Manufacturer is the same as our current unit.
- Proven technology but less effective with our streetscape variations.
- Prior issues with the Isuzu platform in recent years.
- Requires high daily maintenance.
- Limited effectiveness for milling operations.

2. Ravo R5

- **Cost:** \$333,790
- **Timeline:** November 25 delivery
- **Warranty:** 2 years / 2,000 miles
- **Technology:** Pure Vacuum

- **Chassis:** Fayat Group / Cummins powertrain
- **Capacity:** 6 CYD
- **Brush Pattern:** Forward curb broom, dual gutter brooms with central pickup head
- **Dump Height:** Low (optional high dump, not compatible with our trucks)

Notes:

- Strong performance with user-friendly controls.
 - Larger capacity means greater daily productivity.
 - Tariff upcharge applies due to import.
 - Operators found it the easiest to use of the three.
 - Better suited for milling than the Tymco.
-

3. Dulevo D6 (Final Recommendation)

- **Cost:** \$325,000
- **Timeline:** 30-day delivery
- **Warranty:** 2 years / 2,000 miles (extended warranty: 3 years / 5,600 hours at \$6,000)
- **Technology:** Mechanical with vacuum assist
- **Chassis:** Fayat Group / FPT powertrain
- **Capacity:** 6 CYD
- **Brush Pattern:** Forward curb broom, dual gutter brooms with central pickup broom
- **Dump Height:** High/Low (compatible with our trucks)

Notes:

- Strongest overall performance during testing.
 - Mechanical sweepers remain proven and effective.
 - Larger capacity boosts uptime and productivity.
 - The Manufacturer will be providing us with a full additional set of brooms at no cost
 - Import tariff applies to a new unit
 - Best results in milling operations.
 - Combines durability with adaptability to our local conditions.
 - We were afforded the opportunity to purchase a Demo unit (<60 hours and <200 Miles) expediting our time of delivery and avoiding the Tariffs of importing a new unit.
-

Final Recommendation

While the **Dulevo D6** is not the least expensive option, it delivers the **best balance of effectiveness, versatility, and long-term value**. Its ability to dump directly into our trucks, higher capacity, and superior milling performance will significantly improve our sweeping program.

We believe this choice will benefit the city for years to come, enhance efficiency for operators, and deliver cleaner streets for residents.

We also will be placing the existing unit up for re-sale, on Govdeals. Brian could give us an idea of resale based on Comps.

Should everyone approve, I propose we move this purchase forward and add it to the Mayor & City Council agenda for the September 16 meeting.

--

Devin Burke
Superintendent of Streets and Public Properties

City of Cumberland, MD

P | 301-759-6622

C | 240-609-6793

E | Devin.burke@cumberlandmd.gov



Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Thu, Sep 11, 2025 at 8:14 AM

To: Devin Burke <devin.burke@cumberlandmd.gov>

Cc: Jeff Silka <jeff.silka@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Good morning Devin,

What will be the additional cost of each unit for the Import tariff you've noted in the bullets?

Best regards,

Mark

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Thu, Sep 11, 2025 at 8:18 AM

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

Cc: Devin Burke <devin.burke@cumberlandmd.gov>, Jeff Silka <jeff.silka@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

The Tariffs are included in all of the new units pricing. The Demo unit does not have a tariff as it is already in the US before the tariffs. But to buy a new one from Bortek it was around \$13,500 just in tariffs.

Brian

[Quoted text hidden]

--

David Brian Broadwater Jr
Fleet Manager

City of Cumberland, MD

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

215 Bowen St. | Cumberland, MD 21502



CITY OF
CUMBERLAND

Devin Burke <devin.burke@cumberlandmd.gov>

Thu, Sep 11, 2025 at 8:23 AM

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

Cc: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Jeff Silka <jeff.silka@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Just to supplement Brian's comment...

The Dulevo Unit list price at \$325,000 is the cost of the proposed Demo unit. Had we gone with an imported new unit, the cost would have ballooned to over \$340,000 with loss of incentives and additional tariff cost.

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Thu, Sep 11, 2025 at 8:25 AM

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

Cc: Devin Burke <devin.burke@cumberlandmd.gov>, Jeff Silka <jeff.silka@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Also, I think our sweeper will bring in a decent amount from GOVDEALS. I anticipate it will go over \$20,000.

On Thu, Sep 11, 2025 at 8:18 AM Brian Broadwater <brian.broadwater@cumberlandmd.gov> wrote:

[Quoted text hidden]

[Quoted text hidden]

Jeff Silka <jeff.silka@cumberlandmd.gov>

Thu, Sep 11, 2025 at 9:08 AM

To: Devin Burke <devin.burke@cumberlandmd.gov>

Cc: Brian Broadwater <brian.broadwater@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

All,
I am good with recommendations. The last three sweepers I purchased have been demos. I would carefully inspect the condition of the brushes and accessories prior to signing the final acceptance and also make sure the brushes that are delivered are the same that were on prior to delivery. This can be a costly unexpected expense right out of the gate.

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

[Quoted text hidden]

Devin Burke <devin.burke@cumberlandmd.gov>

Thu, Sep 11, 2025 at 9:37 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Brian Broadwater <brian.broadwater@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Thank you for the Approval Sir. We will be sure they hold up their end of the bargain... No bait and switch on our dime!

[Quoted text hidden]

Sourcewell Quote Form v2.0A - Sourcewell Contract #111522-TYM

Feb. 2, 2023 - Feb. 3, 2027



Customer / Sourcewell Member:	City of Cumberland, MD
Sourcewell Member #:	20853
Customer Contact Name:	David Brian Broadwater, Jr.
Customer Phone #:	301-759-6627
Customer E-Mail:	brian.broadwater@cumberlandmd.gov
Quote Date:	8/29/25
Quote Validity:	30 Days
Quoted By:	Craig Cook / JR
TYMCO Dealer:	Mid Atlantic
TYMCO Dealer Contact:	Joe Lindsey

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

MODEL DST-4® SWEEPER STANDARD EQUIPMENT

Auxiliary Engine: Kubota V2403-CR-TE48 Final Tier-4 turbocharged diesel liquid cooled; 4 cyl.; 148.5 CID; 56 HP @ 2100 RPM; Torque: 140 ft. lbs. @ 2100 RPM; includes fuel/water separator, Donaldson PowerCore® air filter with pre-cleaner. Includes Kubota Standard Warranty coverage 2 Years / 2000 Hours, contact factory for details.

Abrasion Protection Package: Standard hopper screen; separator liner; pick-up head suction nozzle liner and pressure wear pads; heavy duty pressure and suction hoses.

Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge: A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature, low coolant level or low oil pressure

Auxiliary Fuse Panel: A +12VDC fused power source panel for any needed additional electrical components or accessories i.e. radios, warning lights, controls, etc.

Hopper Inspection Door

Hopper Load Indicators: Sensor with visual and audible indicators in cab that signals full load.

Hopper Safety Prop: Integral with frame and hopper.

Hydraulic System Filter Restriction Indicator: External; mounted in filter manifold.

Hydraulic Tank Sight/Temperature Gauge: External; mounted on tank.

LED Alternating Warning Light Set: Rear mounted oval lights (2).

LED Stop/Turn/Tail/Clearance Lights

Pick-Up Head Pressure Inlet Cleanout Port: 4" diameter

Rear Bumper Pads

Rear Mounted LED Floodlight (1)

Rear View Camera System: Heavy duty rear infrared camera with 7" color monitor mounted in cab

Removable Front Curtain Set

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down.

Rubber Lined Blower: Warranty: 1 year / 1,000 hours prorated

Sweeper Warranty: 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model DST-4® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
440000	1	Model DST-4® Sweeper with Standard Equipment (Base Price)	\$184,226.00	\$175,014.00
1		AUXILIARY ENGINE HYDRAULIC OPTIONS:		
2		GUTTER BROOM OPTIONS:		
440069	1	Gutter Broom Drop Down: Right	\$900.00	\$855.00
440069	1	Gutter Broom Drop Down: Left	\$900.00	\$855.00
3		DUST CONTROL SYSTEM OPTIONS:		
Unpublished	1	Additional Left Gutter Broom Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Right Gutter Broom Nozzle	\$422.00	\$400.00
440005	1	Hi/Low Pressure Wash Down System	\$1,895.00	\$1,800.00
Unpublished	1	Hydrant Wrench	\$53.00	\$50.00
Unpublished	1	Shop Air Purge	\$422.00	\$400.00
4		BLOWER HOPPER OPTIONS:		
440088	1	Hopper "Up" Alarm	\$237.00	\$225.00
Unpublished	1	Hopper Vibrator - Electric	\$2,369.00	\$2,250.00
5		PICK-UP HEAD OPTIONS:		
440063	1	Pick-Up Head Curtain Lifter	\$1,706.00	\$1,620.00
Unpublished	1	Skid Bumper Extension Set (3")	\$264.00	\$250.00
6		AUXILIARY HAND HOSE OPTIONS:		
7		STAINLESS STEEL OPTIONS:		
440097	1	Stainless Steel Hopper and Dust Box (Exchange)	\$19,943.00	\$18,945.00
Unpublished	1	Stainless Steel Auxiliary Hand Hose	\$1,264.00	\$1,200.00
Unpublished	1	Stainless Steel Blower Housing (Exchange)	\$1,579.00	\$1,500.00

Section / Type	Qty	Model DST-4* Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
Unpublished	1	Stainless Steel Dust Separator (Exchange)	\$1,790.00	\$1,700.00
8	SWEEPER ADDITIONAL OPTIONS:			
Unpublished	1	CurbView™ Camera System: Right Side Gutter Broom View	\$6,316.00	\$6,000.00
Unpublished	1	CurbView™ Pick-Up Head Camera (Additional)	\$1,053.00	\$1,000.00
Unpublished	1	Sweeper Paint: TYMCO Standard White	\$0.00	\$0.00
9	UNPUBLISHED SPECIAL SWEEPER OPTIONS:			
Unpublished	1	Additional Set of (4) DST Filters (P12734)	\$2,737.00	\$2,600.00
Unpublished	1	GPS Sweeping Status Kit *This option gives the ability for users to easily access sweeper inputs for their individual fleet's GPS solutions provider.	\$422.00	\$400.00
Unpublished	1	Remote Grease Zerk - Separator Inner Bearing	\$422.00	\$400.00
Unpublished	1	Auto Sweep Assist (ASA)	\$2,632.00	\$2,500.00
Unpublished	1	Surcharge - Base Sweeper Unit	\$3,690.00	\$3,505.00
Section / Type	Qty	Model 435* Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
10	CAB CHASSIS:			
440706	1	2024 Isuzu NQR, 17,950 lb. GVWR, 150" WB, Diesel *Includes Isuzu Factory Power Mirrors & Mechanical Seat	\$74,970.00	\$74,970.00
Unpublished	1	UPGRADE - 2025 Isuzu NRR (150")	\$6,000.00	\$6,000.00
11	CHASSIS ADDITIONAL OPTIONS:			
Unpublished	1	Fire Extinguisher	\$100.00	\$100.00
Unpublished	1	Hazard Reflectors	\$100.00	\$100.00
Unpublished	1	LED Alternating Warning Light Set: Front Bumper	\$450.00	\$450.00
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	\$800.00	\$800.00
Unpublished	2	Parabolic Mirror Head - 12" (Exchange)	\$75.00	\$150.00
	Color:			
Unpublished	1	Truck Paint: Standard Factory White	\$0.00	\$0.00
12	UNPUBLISHED SPECIAL CHASSIS OPTIONS:			
Unpublished	1	Battery Disconnect Switch	\$450.00	\$450.00
13	DEALER UNPUBLISHED OPTIONS:			
14	TOTAL COST OF ACQUISITION COSTS			
	1	Freight / PDI / Inservice	\$6,000.00	\$6,000.00

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan

(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price:	\$312,889.00
FOB:	Cumberland, MD
Delivery ARO:	180-210 Days

***Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 9). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 10 – 14) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.**

ATLANTIC

MACHINERY INC.

Sewer and Street Equipment Specialists

September 8, 2025

City of Cumberland
215 Bowen St.
Cumberland, MD 21701

Attn: Devin Burke

Re: **RAVO 5 iSERIES STREET SWEEPER, Virginia Sheriffs Contract # 26-07-0711**

Good morning Devin,

Per our conversations and recent demonstration, Atlantic Machinery, Inc. is pleased to quote a Ravo street sweeper as follows:

ONE (1) RAVO 5 iSERIES STREET SWEEPER

RAVO

- < **RAVO 5 iSeries, Standard Hopper.**
- < **25,132 GVW.**
- < **Single steering, hydraulic.**
- < **Hydrostatic drive system, 25 MPH.**
- < **Air ride drivers seat, AM/FM radio.**
- < **Hydraulic brakes.**
- < **2 year/2000 hours warranty.**
- < **Engine - 138 HP diesel, Cummins.**
- < **Factory air conditioning.**
- < **Painted white.**
- < **6.5 cubic yard hopper, hydraulic dump. Stainless steel hopper and chassis corten steel.**
- < **Fold down screens, made of stainless steel.**
- < **28" diameter fan, 10 blades made of borium steel.**
- < **24" pickup head with 8.9" HD suction tube lined. Suspended swivel wheels.**
- < **Dual hydraulic gutter brooms - 36" diameter with tilt adjustment from cab. Variable speed.**
- < **160 Gallon water tanks w/ dust suppression system. Hydraulically driven water pump, 4 GPM @ 2000 PSI, wash down system with 25' retractable reel and gun.**
- < **25' x 2" hydrant fill hose.**
- < **Gauge package (Tach, volt, oil, temp, hour) in cab. Standard shutdown system included.**

ATLANTIC

MACHINERY INC.

Sewer and Street Equipment Specialists

- < **Spray bars on each gutter broom, vacuum head plus in vacuum tube.**
- < **Low water light and gutter broom flood lights. LED strobe front and rear.**
- < **Color camera system for suction nozzle and rear door.**
- < **Third brush / Weed cutter with third brush double angle adjustment. Preparation third brush, third brush quick release system.**
- < **12 volt plug in, LED work light package for brooms, cabin and rear. LED strobes front and rear.**
- < **Water recycling system.**
- < **3 year Ravo Telematics**
- < **Full day of factory training.**
- < **All standard equipment.**
- < **Painted white.**

NET PRICE: **Delivered Cumberland, MD.....\$333,790.00**

DELIVERY: 60-90 days. Units subject to prior sale.

TERMS: Purchase order and **NET Upon Delivery.**

*****NOTE*****

The above pricing does not include any applicable federal, state or local taxes.

Optional equipment for your consideration:

- 8" wander hose installed on rear door with spring assist. \$4,974.00

We look forward to working with you and the City of Cumberland, MD. The above pricing is discounted from our VA Sheriffs contract. Please do not hesitate to call should you have any questions.

Sincerely,
ATLANTIC MACHINERY INC.

Agreed,
CITY OF CUMBERLAND

Trevor "T" Gardner, III
Vice President



FESA 2024 Dulevo D6 Sourcewell Price List 03/01/2024 V1				
Dealer Name Bortek			Sourcewell Discount	5%
Customer Name City of Cumberland			Order Number	
Customer Physical Address 215 Bowen Street			Quotation Date	9/11/25
City, State, Zipcode Cumberland, MD 21502			Sourcewell Contract #	093021-FAY
Contact Person Brian Broadwater				
Contact Title 0				
Contact Email Address brian.broadwater@cumberlandmd.gov				
Contact Phone Number 301-759-6627				
Customer Sourcewell Number Pending				
SWEEPER D6 TIER4 Final			Sourcewell List Price Ea	Sourcewell Total List Price
QTY	Code	Description		
1	09500D600A	SWEEPER D6 TIER4	\$ 284,866.50	\$ 284,866.50
		EQUIPMENT Maxi		
		Hydraulic dumping up to 90 In (REGULAR)		
		180 ° Right hand/Left hand front extendable brush unit		
		Water sprinkling system for side brushes (Water tank 105,7 Gal) with pneumatic emptying system		
		Water sprinkling extension for front extendable brush unit		
	D600A.09.21	Suction system with Ø 5,9 In hose - Length 177 In	\$ 38,766.50	\$ 38,766.50
		Additional Vortex pre-filter for endothermic engine		
		Mirror for front brush		
		Radio with USB and Bluetooth		
		GORE® Filter (5 years warranty)		
0	D600A.09.19	Addl Cost Equipment Maxi with DULEVO 2.0 filtration system by GORE® Must Select Item D600A.09.21	\$ 3,898.50	\$ -
	Code	Municipal Equipment Suggested configuration for municipal and urban centers		
0	D600A.00.00/2	Hydraulic dumping up to 90 In (REGULAR)	\$ 10,062.50	\$ -
0	D600T.00.03	180° Right hand/Left hand front extendable brush unit with mirror	\$ 17,986.00	\$ -
0	D600T.02.01	Water sprinkling system for side brushes (Water tank 105,7 Gal) with pneumatic emptying system	\$ 6,106.50	\$ -
0	D600T.02.04	Water sprinkling extension for right hand front extendable brush unit	\$ 747.50	\$ -
0	D600T.03.02	Suction system without hose	\$ 1,552.50	\$ -
0	D600T.03.05	Ø 5,9 In hose - Length 177 In	\$ 897.00	\$ -
0	D600T.08.00	Centralized manual greasing system without pump	\$ 5,497.00	\$ -
0	D600T.20.03	GORE® Filter (5 years warranty)	\$ 5,301.50	\$ -
0	D600T.21.02	Radio con USB e Bluetooth	\$ 644.00	\$ -
	Code	Cement Equipment Suggested configuration for cement, ceramic sector or where water can not be used		
0	D600T.01.01	Side brushes casings (Sweeping width reduced to 88.6 In) Without sweeping width extension hydraulic system	\$ 4,830.00	\$ -
0	D600T.03.02	Suction system without hose	\$ 1,552.50	\$ -
0	D600T.03.05	Ø 5,9 In hose - Length 177 In	\$ 897.00	\$ -
0	D600T.05.05	Additional Vortex pre-filter for endothermic engine	\$ 632.50	\$ -
0	D600T.08.00	Centralized manual greasing system without pump	\$ 5,497.00	\$ -
0	D600T.20.03	GORE® Filter (5 years warranty)	\$ 5,301.50	\$ -
	Code	Heavy industry Equipment Suggested configuration for heavy industry or the metallurgical sector		
0	D600A.00.00/2	Hydraulic dumping up to 90 In (REGULAR)	\$ 10,062.50	\$ -
0	D600T.02.01	Water sprinkling system for side brushes (Water tank 105,7 Gal) with pneumatic emptying system	\$ 6,106.50	\$ -
0	D600T.03.02	Suction system without hose	\$ 1,552.50	\$ -
0	D600T.03.05	Ø 5,9 In hose - Length 177 In	\$ 897.00	\$ -
0	D600T.05.05	Additional Vortex pre-filter for endothermic engine	\$ 632.50	\$ -
0	D600T.08.00	Centralized manual greasing system without pump	\$ 5,497.00	\$ -
0	D600T.07.03	Pneumatic tyres with foam	\$ 5,405.00	\$ -
0	D600T.20.03	GORE® Filter (5 years warranty)	\$ 5,301.50	\$ -
	Code	Airport Equipment Suggested configuration for airports		
0	D600A.00.00/2	Hydraulic dumping up to 90 In (REGULAR)	\$ 10,062.50	\$ -
0	D600T.00.03	180° Right hand/Left hand front extendable brush unit with mirror	\$ 17,986.00	\$ -



0	D600T.01.05	Rubber skid for central brush	\$ 920.00	\$ -
0	D600T.02.01	Water sprinkling system for side brushes (Water tank 105,7 Gal) with pneumatic emptying system	\$ 6,106.50	\$ -
0	D600T.02.04	Water sprinkling extension for right hand front extendable brush unit	\$ 747.50	\$ -
	D600T.02.07	High pressure washing system with gun and reel 433 In hose	\$ 7,314.00	\$ -
0	D600T.03.02	Suction system without hose	\$ 1,552.50	\$ -
0	D600T.03.05	Ø 5,9 In hose - Length 177 In	\$ 897.00	\$ -
0	D600T.08.00	Centralized manual greasing system without pump	\$ 5,497.00	\$ -
0	D600T.09.18	Rear magnetic bar	\$ 11,166.50	\$ -
0	D600T.13.10	Customized painting (chassis excluded)	\$ 2,196.50	\$ -
0	D600T.13.24	Reflecting stripes	\$ 494.50	\$ -
0	D600T.16.02	PPL side brushes	\$ -	\$ -
	Code	Additional Options		
0	D600T.00.02	Right hand front extendable brush unit with mirror and additional front lighting	\$ 9,441.50	\$ -
0	D600T.00.03	180° Right hand/Left hand front extendable brush unit with mirror and additional front lighting	\$ 17,986.00	\$ -
0	D600T.01.01	Side brushes casings (Sweeping width reduced to 88.6 In)Without sweeping width extension hydraulic system	\$ 4,830.00	\$ -
0	D600T.01.05	Rubber skid for central brush	\$ 920.00	\$ -
1	D600T.01.10	Stone guard for front brush (with 00.03)	\$ 736.00	\$ 736.00
0	D600T.01.13	Weed brush with stone guard (with 00.03)	\$ 1,759.50	\$ -
0	D600A.00.00/2	Hydraulic dumping up to 90 In (REGULAR)	\$ 10,062.50	\$ -
0	D600T.13.19	Ladder to the top of the container	\$ 1,840.00	\$ -
0	D600T.02.01	Water sprinkling system for side brushes (Water tank 105,7 Gal) with pneumatic emptying system	\$ 6,106.50	\$ -
0	D600T.02.03	Water sprinkling extension for right hand front extendable brush unit (with 02.01 and 00.02)	\$ 563.50	\$ -
0	D600T.02.04	Water sprinkling extension for front extendable brush unit (with 02.01 and 00.03)	\$ 747.50	\$ -
0	D600T.02.05	High pressure rear sprinkling bar (only with 02.07)	\$ 2,760.00	\$ -
1	D600T.02.07	High pressure washing system with gun and reel 433 In hose (with 02.01)	\$ 7,314.00	\$ 7,314.00
0	D600T.02.12	Container door dust control sprinkler (with 02.01 and 02.07)	\$ 2,472.50	\$ -
0	D600T.02.06	Additional water tank (171,7 Gal)	\$ 13,627.50	\$ -
0	D600T.02.10	Spray turning arm gun (with 02.07)	\$ 5,865.00	\$ -
0	D600T.13.21	High visibility arrow warning sign (without 03.02 and 09.08)	\$ 1,138.50	\$ -
0	D600T.13.22	High visibility arrow warning sign (with 03.02 and without 09.08)	\$ 1,552.50	\$ -
0	D600T.13.24	Reflecting stripes	\$ 494.50	\$ -
0	D600T.21.10	Acoustic reverse signal (self leveling)	\$ 356.50	\$ -
0	D600T.21.21	Radar detection systems (Rear obstacles)	\$ 3,576.50	\$ -
0	D600T.08.00	Centralized manual greasing system without pump	\$ 5,497.00	\$ -
1	D600T.08.01	Centralized manual greasing system with pump	\$ 7,682.00	\$ 7,682.00
0	D600T.08.02	Centralized automatic greasing system	\$ 11,891.00	\$ -
0	D600T.06.10	Left hand drive (without 13.16)	\$ 2,139.00	\$ -
0	D600T.06.17	Electrically controlled and heated mirrors	\$ 920.00	\$ -
0	D600T.06.27	Darkened windshields (without approval)	\$ 2,656.50	\$ -
0	D600T.06.28	Double mirrors for blind corner	\$ 402.50	\$ -
0	D600T.13.16	Left hand drive lighting system	\$ 402.50	\$ -
0	D600T.21.02	Radio con USB e Bluetooth	\$ 644.00	\$ -
0	D600T.21.13	Additional side camera	\$ 563.50	\$ -
0	D600T.21.15	360° Camera (without 21.13)	\$ 5,405.00	\$ -
0	D600T.21.14	Camera in the sweeping area	\$ 1,299.50	\$ -
0	D600T.13.32	Cabin protection cage	\$ 3,392.50	\$ -
0	D600T.03.02	Suction system without hose	\$ 1,552.50	\$ -
0	D600T.03.03	Ø 3,9 In hose – Length 177 In (with 03.02)	\$ 736.00	\$ -
0	D600T.03.05	Ø 5,9 In hose - Length 177 In (with 03.02)	\$ 897.00	\$ -
0	D600T.03.08	Water kit for suction hose Ø 5,9 In (with 02.01 and 03.05)	\$ 644.00	\$ -
0	D600T.03.09	Water kit for suction hose Ø 3,9 In (with 02.01 and 03.03)	\$ 644.00	\$ -
0	D600T.09.01/3	Belt conveyor stainless steel body (Additional 90 days to the standard delivery)	\$ 10,097.00	\$ -
0	D600T.05.05	Additional Vortex pre-filter for endothermic engine	\$ 632.50	\$ -
0	D600T.07.01	Spare tire (not on board)	\$ 1,449.00	\$ -
0	D600T.07.03	Pneumatic tyres with foam	\$ 5,405.00	\$ -
0	D600T.07.05	Hydraulic Jack	\$ 506.00	\$ -
0	D600T.07.07	Wheel chocks	\$ 736.00	\$ -
0	D600T.09.18	Rear magnetic bar (without 02.05)	\$ 11,166.50	\$ -
0	D600T.13.10	Customized painting (chassis excluded)	\$ 2,196.50	\$ -
0	D600T.20.03	GORE® Filter (5 years warranty)	\$ 5,301.50	\$ -
1	D600T.50.10	Wax film for sea freight	\$ 437.00	\$ 437.00
0	D600T.20.04	DULEVO 2.0 filtration system by GORE® (5 years warranty)	\$ 8,510.00	\$ -
1	D600T.60.04	Dulevo US version	\$ 862.50	\$ 862.50



0	D600A.13.03	Extension up to the 2nd year of warranty or 2600 hours (1 year more than standard conditions)	\$ 5,681.00	\$ -
0	D600A.13.06	Extension up to the 3rd year of warranty or 3900 hours (2 years more than standard conditions)	\$ 12,408.50	\$ -
			Subtotal:	\$ 340,664.50
			Sourcewell Discount:	\$ (17,929.71)
			Optional Additional Dealer Discount:	\$ -
			Dulevo D6 Subtotal:	\$ 322,734.79

ADDITIONAL NON SOURCEWELL ITEMS

QTY	Code	Description	Net Price Ea	Total Net
1	NS.1	Demonstrator Unit Incentive: VIN ZA9D600A00SC38226	\$ (8,500.00)	\$ (8,500.00)
1	NS.2	Extended 2nd year of warranty or 2600 hours (1 year more than standard conditions)	\$ -	\$ -
1	NS.3	Set of brushes at time of delivery	\$ -	\$ -
1	NS.4	Additional Discount	\$ (1,439.79)	\$ (1,439.79)
0	NS.5			\$ -
0	NS.6			\$ -
0	NS.7	Option: Extension up to the 3rd year of warranty / 3900 hours (2 years more than standard conditions) - Add' Cost: \$6,727.50		\$ -
0	NS.8			\$ -
0	NS.9			\$ -
0	NS.10			\$ -
0	NS.11			\$ -
0	NS.12			\$ -
0	NS.13			\$ -
0	NS.14			\$ -
0	NS.15			\$ -
0	NS.16			\$ -
0	NS.17			\$ -
0	NS.18			\$ -
0	NS.19			\$ -
0	NS.20			\$ -

We are pleased to offer this quotation for a Dulevo Model D6 with the options listing above per the terms and conditions of the Sourcewell Contract Number 093021-FAY and the additional terms sheet attached.

Dulevo D6 Subtotal:	\$ 322,734.79
Total Non Sourcewell Items:	\$ -9,939.79
Training:	Included
Dealer Prep:	Included
Freight:	\$ 12,205.00
Total Sourcewell Price:	\$ 325,000.00

Very Truly Yours,
Shane Scott
Regional Sales Manager
sscott@bortekpwx.com
717-737-7162

For Acceptance:

Signed: _____
Brian Broadwater
0

Date: _____

Shane Scott
Regional Sales Manager

File Attachments for Item:

. Order 27,844 - authorizing the execution of an Operating Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not to exceed \$25,000 in grant funds to the City to be used for operating support through the Main Street Improvement Program, and authorizing the City Comptroller to accept these funds

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

ORDER NO. 27,844

DATE: September 16, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Operating Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not to exceed Twenty Five Thousand Dollars and No Cents (\$25,000.00) in grant funds to the City to be used for operating support through the Main Street Improvement Program; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept these funds.

Raymond M. Morriss, Mayor

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**"), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**"), and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "**Grantee**"), is entered into as of September 1, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes: Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated May 16, 2025 (the "**Application**"), DHCD has approved an award of **MIP Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose.

The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**"). Upon request by the Grantee, the Department, in its sole discretion, may modify the Project Activities and/or the Project by providing prior written notice to Grantee of such modification.

2. Grant Amount.

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000) (the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as set forth in the budget (the "**Budget**") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the “**Grant Period**”). The Grant Period is deemed to commence on the Effective Date. The Department, in its sole discretion, may extend the Grant Period by providing prior written notice to the Grantee of such extension. Grantee shall be reimbursed for eligible costs incurred during the Grant Period; provided, however, that DHCD may, in its sole discretion, determine if Grantee shall be reimbursed for costs incurred before the Effective Date. Any costs incurred by Grantee before the Effective Date and before approval by DHCD of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement. DHCD, in its sole discretion, may extend the Termination Date by written notice to Grantee.

5. Expenditure of the Grant.

Grantee agrees to use the Grant funds only for the approved Project and in accordance with the Budget. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be made in writing upon forms provided by DHCD. During the term of this Agreement, each request for disbursement from the Grantee shall be accompanied by a progress or final report and contain the information required by DHCD, including but not limited to the status of the Project, goals achieved, expenditures made against the Budget and expected Project activity to be completed prior to submitting the next disbursement request.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are, and remain, true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred, as well as reimbursement for costs incurred, on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant must total \$3,000 minimally and are subject to the availability of funds from the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however, to the satisfaction of any special conditions set forth in Exhibit C.

(e) DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each disbursement request all costs for which payment is requested.

(f) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii)

Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant; (iii) Grantee is in default of the terms of this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(g) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or another State of Maryland ("State") agency, if applicable; or (ii) up to 15% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities set forth in the Budget or as otherwise authorized by this Agreement; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD, in its sole discretion may:

- (i) Reduce or withhold subsequent disbursements of the Grant;
- (ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 3 years following termination of this Agreement.

(b) Progress Report. Grantee shall submit a written progress report within six months of the effective date containing the information required by DHCD, including but not limited to the current status of the Project, problems encountered or barriers to implementing Project activities as identified in the Budget, and plans for moving Project activity forward.

(c) Final Report. Grantee shall submit to DHCD a final report (the “**Final Report**”) which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also list all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report. The Final Report shall be submitted to DHCD within 30 days of the expiration of the Grant Period; provided, however, that in the event Grantee submits its final request for disbursement for all remaining undisbursed Grant funds prior to the expiration of the Grant Period, the Final Report shall be submitted with such final request for disbursement.

9. Modifications.

(a) Except as provided in Section 9 (b), no modification to this Agreement may be made unless by written instrument executed by both Parties.

(b) Modifications not requiring a written instrument.

(i) Modifications to the Project.

- a. DHCD will consider reasonable modifications to the Project.
- b. All requests to modify the Project must be submitted to DHCD in writing.
- c. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must have approved the proposed modification.
- d. DHCD shall determine, in its sole discretion, whether to allow the requested modification.
- e. Upon approval of the modification, DHCD will notify the Grantee in writing. This approval shall formalize the modification and constitute a valid modification to this Agreement. A separate written instrument executed by both Parties is not required.

(i) Modifications of the Grant Period or the reallocation DHCD funding in Exhibit B.

- a. Requests to change the grant period or reallocate the use of DHCD funds as described in Exhibit B may be amended from time to time by the Grantee.
- b. To request such change, Grantee may submit a written change order.
- c. Once approved by the Department, the change order will be countersigned by DHCD. This shall formalize the modification and constitute a valid modification to this Agreement. A separate written instrument executed by both Parties is not required.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD, or DHCD's designee, if DHCD determines such assistance is necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) The Grantee shall complete, execute and deliver the Debarment Affidavit included with this Agreement (Exhibit D) to the Department. If the Grantee is unable to make all the affirmations in the Debarment Affidavit without qualification, the Department shall determine in its sole discretion whether to withdraw its offer under this Agreement.

(b) Grantee is a nonprofit 501(c)(3) organization or a government entity validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.

(c) This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.

(d) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(e) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(f) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 11(e)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy;

(g) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(h) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(i) Grantee is not affiliated with or controlled by a for-profit organization;

(j) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(k) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(l) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(m) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national origin;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) DHCD's Minority Business Enterprise Program, as amended;

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 *et seq.* of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "**PIA**"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the

name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Kristin Dawson, Project Manager

(b) Communication to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, MD 21502
Attn: Melinda Kelleher, Business Development & Main Street Manager

17. Amendment. Other than modifications that are explicitly identified in this Agreement as modifications, the Department may make unilaterally by providing written notice to the Grantee, this Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to its conflict of laws provisions.

20. Effective Date. This Agreement is effective as of the Effective Date.

21. Execution. The parties agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken

together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Each person signing this Agreement on behalf of a Party represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

22. CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

Signed by:
By: Mayor Ray Morris (SEAL)
Name: Mayor Ray Morris
Title: Mayor of Cumberland

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

Signed by:
By: Carol Gilbert (SEAL)
Name: Carol Gilbert
Title: Assistant Secretary, Division of Neighborhood
Revitalization

Approved for form
and legal sufficiency

DocuSigned by:
Ruke Mauck
Assistant Attorney General

8/12/2025
Date

Exhibit A - Description of the Project Activities
Exhibit B - Project Budget
Exhibit C - Special Conditions
Exhibit D - Debarment Affidavit

EXHIBIT A**OPERATING ASSISTANCE GRANT PROGRAM****PROJECT ACTIVITIES**

As more fully described in Grantee's application for funds
dated May 16, 2025

GRANTEE: MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

PROJECT ADDRESS: 57 North Liberty Street, Cumberland, MD 21502

GRANT AMOUNT: \$25,000

USE OF FUNDS: Funds will be used for Main Street contractor staff salary and events / marketing / promotion.

OTHER CONTRIBUTION(S)**Source of Funds**

N/A

Amount

\$N/A

Value Derivation

N/A

EXHIBIT B

OPERATING ASSISTANCE GRANT PROGRAM

PROJECT BUDGET

USES OF FUNDS	DHCD	Grantee	Other	Name of Other Sources	TOTALS
Contractor Salary	\$10,000				\$10,000
Events / Promotion / Marketing	\$15,000				\$15,000
TOTALS	\$25,000	\$	\$		\$25,000

EXHIBIT C

OPERATING ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

N/A

**EXHIBIT D
DEBARMENT AFFIDAVIT**

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am the duly authorized representative of MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "Grantee"), and that I possess the legal authority to make this Affidavit on behalf of the Grantee for which I am acting.

B. Certification of Corporation Registration and Tax Payment

I FURTHER AFFIRM THAT:

1. The Grantee named above is a domestic corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the Maryland State Department of Assessments and Taxation is:

Grantee's Resident Agent: Mayor Ray Morriss

Resident Agent's Address on File: 57 North Liberty St. Cumberland Md 21502

2. Except as validly contested, the Grantee has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the Maryland State Department of Assessments and Taxation, and the Department of Housing and Community Development (DHCD), as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

C. Affirmation Regarding Bribery Convictions

I FURTHER AFFIRM THAT:

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

N/A

D. Affirmation Regarding Other Convictions

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, members, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

1. Been convicted under the state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement,
2. Been convicted of any criminal violation of a state or federal antitrust statute;
3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act. 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
4. Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
5. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;
6. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
7. Admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

E. Affirmation Regarding Debarment

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, members, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their

current positions and responsibilities with the business, the grounds for the debarment or suspension]:

N/A

F. **Affirmation Regarding Debarment of Related Entities**

I FURTHER AFFIRM THAT:

1. The Grantee was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §§16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The Grantee is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reasons(s) why the affirmations cannot be given without qualification]:

N/A

G. **Sub-Contract Affirmation**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. **Acknowledgment**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to DHCD and may be distributed to units of: 1. the State of Maryland; 2. counties or other subdivisions of the State of Maryland; 3. other states; and 4. the federal government.

I FURTHER ACKNOWLEDGE THAT this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any agreement resulting from the submission of this Affidavit shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above Grantee with respect to: 1. this Affidavit, 2. the Agreement, and 3. other Affidavits comprising part of the Agreement.

I FURTHER ACKNOWLEDGE THAT any inability to make the above affirmations without qualification may affect the ability of DHCD to engage in, or continue to engage in any Agreement with the Grantee.

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

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (Grantee)

By:

Mayor Ray Morriss

293945538B14404

Name: Mayor Ray Morriss

Title: Mayor of Cumberland

[Name and Title should match
Name/Title of a person authorized by the
Corporate Resolution/Authorized
Officers document]

File Attachments for Item:

. Order 27,845 - authorizing Special Taxing District residential exemptions for 27 N. Centre Street in the amount of \$355.91, 50-52N.Centre Street in the amount of \$313.34 and 43-45 N. Liberty Street in the amount of \$220.63.

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

ORDER NO. 27,845

DATE: September 16, 2025

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

THAT, the following Residential Exemption from the Special Taxing District Levy
for the 2025-2026 tax year be and is hereby granted:

Property Owner	Tax Year / Account No.	Tax Year	Exemption Amt.
Sandra Saville	27 N. Centre St. / 14-002618	2025-2026	\$ 355.91
William and Barbara Humberton	50-52 N. Centre St. / 14-005781	2025-2026	\$313.34
William and Barbara Humbertson	43-45 N. Liberty St./ 14-005773	2025-2026	\$220.63

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to
the provisions of Section 236 of the City Charter.

Raymond M. Morriss, Mayor

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2025

I, Sandra Saville request an exemption from the Special Taxing District Levy for property owned by me at: 27 N. Centre

My request is based upon the fact that:

50% **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

 Industrial - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: SXSaville

Date: Aug 27, 2025

For City use

Tax Account No: 14 002618 - 49

	Assessed Amount	Tax Amount
Original	156 100	711.82
Exempt	78 050	355.91
Billable	78 050	355.91

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2025

I, William & BARBARA Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 50-52 N. Centre Street, Cumberland, MD, 21502

My request is based upon the fact that:

X **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

 Industrial - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: CS. O. C. Humbertson

Date: 09/12/2025

For City use

Tax Account No: 14005781 4P

	Assessed Amount	Tax Amount
Original	137433	626.69
Exempt	48716	313.34
Billable	48716	313.34

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2025

I, William & Barbara Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 43-45 N. Liberty Street, Cumberland, MD 21502

My request is based upon the fact that:

X **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

 Industrial - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: William & Barbara J. Humbertson

Date: 09/12/2025

For City use

Tax Account No: 14005773 4P

	Assessed Amount	Tax Amount
Original	96767	441.26
Exempt	48383	220.43
Billable	48383	220.43

File Attachments for Item:

. Order 27,846 - authorizing the execution an Engineering Procurement & Installation Agreement by and between the Mayor and City Council of Cumberland and Centrica Business Solutions Services, Inc., relative to the installation and maintenance of ground and roof mounted solar arrays located at 400 E. Offutt Street at a contract price not to exceed \$4,241,351.96

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

ORDER NO. 27,846

DATE: September 16, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Engineering Procurement & Installation Agreement by and between the Mayor and City Council of Cumberland and Centrica Business Solutions Services, Inc., relative to the installation of ground and roof mounted solar arrays located at 400 E. Offutt Street at a contract price not to exceed Four Million, Two Hundred Forty One Thousand Three Hundred Fifty One Dollars and Ninety Six Cents (\$4,241,351.96).

Mayor Raymond M. Morriss

Council Agenda Summary

Meeting Date: 9/16/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Engineering Procurement and Installation Agreement with Centrica Business Solutions, Inc.

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

An order to allow the Mayor and City Council to accept an Engineering Procurement and Installation Agreement and Solar PV Maintenance & Production Guarantee Agreement with Centrica Business Solutions, Inc to install a solar array and replace the main switchgear at the Water Reclamation Facility.

The City entered into a Project Development Agreement with Centrica Business Solutions, Inc. in 2024 for the purposes of determining energy savings projects. The outcome of the process identified two projects that can move forward to provide energy savings over the life of the agreement. The savings from the solar array will offset the construction of the switchgear and hedge future electrical rate increases.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

NOTE – SCHEDULE 2 CONTAINS CONFIDENTIAL COMMERCIAL INFORMATION PROTECTED FROM DISCLOSURE UNDER THE MARYLAND PUBLIC INFORMATION ACT. IT IS NOT TO BE RELEASED TO THIRD PARTIES UNLESS ALL PRICING INFORMATION SET FORTH THEREIN IS REDACTED.

**ENGINEERING PROCUREMENT
& INSTALLATION AGREEMENT**

THIS ENGINEERING PROCUREMENT & INSTALLATION AGREEMENT (this “Agreement”) is made and effective as of the ____ day of _____, 2025 (“Effective Date”) by and between: **Centrica Business Solutions Services, Inc.**, a New York corporation with an address at 2111 Ellsworth Blvd., Malta, New York 12020 (“Centrica”), and **Mayor and City Council of Cumberland** with an address at **57 N. Liberty Street, Cumberland, MD 21502** (“Owner”). Centrica and Owner are sometimes referred to in this Agreement, individually, as a “Party” and, collectively, as the “Parties”.

**ARTICLE I
CONTRACT DOCUMENTS AND PROJECT PROVISIONS**

1.1. **CONTRACT DOCUMENTS.** The contract documents consist of this Agreement and those attachments which are hereby incorporated by reference as the Schedules and Exhibits listed below, Modifications and Change Orders executed by the Parties after the execution of this Agreement, and any other documents enumerated or described in the Agreement, Schedules, or Exhibits (the “Contract Documents”).

**Schedule 1 – Scope of Work
Schedule 2 – Milestone Payment Schedule
Schedule 3 – Manufacturer and Installation Warranties
Schedule 4 – Not Used
Schedule 5 – Certificate of Substantial Completion
Schedule 6 – Insurance
Schedule 7 – Lien Waiver**

1.2 **THE PROJECT.** Upon the terms and conditions set forth in this Agreement, Owner hereby retains Centrica and Centrica agrees to be retained, to perform or cause to be performed and furnish the certain turnkey design, engineering, procurement of materials and equipment, installation and commissioning services (the “Work”) as detailed in attached **Schedule 1 - Scope of Work** at the Owner’s facility, located at: **400 E Offutt Street, Cumberland, MD 21502** (the “Facility”). The term “Project” shall mean all Work performed by Centrica in relation to the system to be installed at the Facility and the site where the Project is located and where the Work will be performed, i.e., 105 East Offut Street Cumberland, MD 21502, hereinafter referred to as the “Site”.

1.3 **NOTICE TO PROCEED.** This Agreement becomes effective as of the Effective Date. The parties agree that execution of this Agreement shall constitute the notice to proceed (the “NTP”) and no further written NTP shall be required. Accordingly, Centrica is authorized to commence all Work.

**ARTICLE II
CONTRACT PRICE AND PAYMENT TERMS**

2.1 **CONTRACT PRICE.** Owner shall pay to Centrica the following sum (the “Contract Price”): **\$4,241,351.96** U.S. Dollars, subject to revision pursuant to Section 2.1.3 and such other additions and deductions made by Change Order or authorized by other provisions of this Agreement. See **Schedule 2 – Milestone Payment Schedule** for a detailed breakdown of the total Contract Price.

2.1.1 **SALES TAX.** The Contract Price includes sales tax that Centrica is required to pay on goods, equipment, or materials, but such tax will not appear as a separate line item on invoices. Each Party shall otherwise responsible for its own taxes, including income, employment, or other applicable taxes.

2.1.2 NOT USED

2.1.3 ANTICIPATED REVISION OF CONTRACT PRICE. The Parties acknowledge and agree that:

- A. Successful delivery of the Project is conditional on: (i) completion of upgrades to the electrical transmission and distribution infrastructure serving the Facility by Potomac Edison (the "Potomac Edison Upgrade Works"); (ii) construction by Centrica of a suitable racking system to support the ground mounted solar array (the "Racking Works"); ((i) and (ii) together being the "Additional Construction Works"); and (iii) the issuance by the Maryland Department of Environment of a permit for construction of the Project (the "Construction Permit").
- B. As at the Effective Date, the precise nature and scope of: (i) the Additional Construction Works; and (ii) any conditions imposed by the Construction Permit (the "Permit Conditions"), are not known;
- C. The Contract Price stated in Section 2.1 includes an estimated allowance of \$100,000 in respect of the Additional Construction Works and any Permit Conditions. This estimate assumes that: (i) the Potomac Edison Upgrade Works will fully address all required utility infrastructure upgrades; (ii) the Racking Works can be completed using ground screws for steel post installation; and (iii) the Permit Conditions will not require Centrica to undertake any construction work beyond that described in Schedule 1 – Scope of Work.
- D. If the actual costs to Centrica of performing the Additional Construction Works and/or complying with the Permit Conditions exceed the \$100,000 estimate, Centrica may propose an equitable adjustment to the Contract Price. The Parties shall engage in good faith negotiations and use all reasonable endeavors to agree on a fair adjustment to the Contract Price.
- E. If the Parties are unable to agree on a revised Contract Price within fifteen (15) days after Centrica's proposal, either Party may terminate this Agreement by written notice to the other, and Owner shall pay to Centrica:
 - (i) a break-up fee of \$98,750 in respect of the investment-grade audit delivered by Centrica to Owner on or around the date of this Agreement; and
 - (ii) all other amounts reasonably due and payable to Centrica for the Work performed up to the date of termination. Centrica shall be required to provide Owner with an itemized breakdown of the amount it claims it is due under the terms of this subsection 2.1.3.E.

2.2 PAYMENT. The procedures and protocols set forth in this Section 2.2, shall apply to Centrica's invoicing for Work performed and the Owner's payment of those invoices. Upon invoiced application for payment, Owner shall make payment to Centrica as follows:

2.2.1 Each application for payment shall provide detail and back-up information or data as Owner may reasonably require and be based upon the Work completed and materials stored on site and/or at locations approved by Owner. **Schedule 2 – Milestone Payment Schedule** shall be used in establishing the percentage of the Work completed for which compensation is sought.

2.2.2 Owner shall pay Centrica within thirty (30) days from the date of each invoice, each invoice to be mailed and emailed to Owner as of the date set forth on the document. In the event that Owner disputes any portion of an invoice, it shall notify Centrica in writing within ten (10) days of the invoice date or the date the invoice is emailed to and received by Owner, whichever is last to occur, to permit Centrica to correct the Work or adjust the invoice. Owner shall pay all undisputed portions of the Work upon receipt of a re-submitted invoice not later than twenty (20) days from the date of the invoice or the date the invoice is

emailed to and received by Owner, whichever is last to occur. If Owner disputes any of the corrections made, it shall notify Centrica in writing within the same time frames set forth in this subsection,

2.2.3 Final payment, constituting the entire unpaid balance of the Contract Price, shall be paid by Owner within thirty (30) days of the date of Final Completion and PTO/System Operation and Commissioning (see commissioning report requirements attached hereto). "Final Completion" means the point when all the Work is fully and finally complete, including the completion of the Punch List defined hereinafter, in accordance with the requirements of this Agreement.

2.2.4 Payments due and unpaid after their due dates shall bear interest from the date due at the legal rate prevailing from time to time at the place where the Project is located.

2.3 LIEN WAIVER. Centrica shall accompany each invoice with a lien waiver as set forth in **Schedule 7 -Lien Waiver**.

ARTICLE III OWNER'S OBLIGATIONS

3.1 LAWFUL AUTHORITY. Owner represents and warrants to Centrica that it is the sole lawful owner of the Facility or that it has the full authority and right to make the improvements to the Facility as contemplated by this Agreement; and it shall defend, indemnify and hold Centrica harmless on account of any liabilities incurred by Centrica resulting from a breach of this representation and/or warranty.

3.2 AUTHORIZED REPRESENTATIVE. Owner shall designate one (1) individual who shall be its authorized representative. Such authorized representative shall be the only person Centrica shall look to for instructions, orders and/or directions, except in an emergency, in connection with the Project. The City Engineer, presently Robert Smith, shall serve as that point of contact.

3.3 SITE ACCESS AND STORAGE. Owner, at its sole cost and expense, will or will cause (a) site access to and within the Facility necessary to perform the Project; (b) access to water and other utilities necessary for performance of the Work; (c) reasonable on-site areas for storage of all materials and equipment during its performance of the Project. Owner shall reimburse Centrica for any additional costs of having to relocate such storage areas at Owner's direction, and for reasonable measures to protect the Project and Centrica personnel from harm within the Facility.

3.4 COMMUNICATIONS. Owner shall use commercially reasonable efforts to review and respond to submittals, transmittals, and requests for written approvals in a timely manner so as not to delay or disrupt the progress of the Work. All such communications shall be addressed promptly and in good faith. Unless otherwise specified in the Agreement, and except in the event of an emergency, communications by and with Centrica's subcontractors and suppliers shall only be through Centrica.

3.5 OTHER. Owner will perform any other obligations expressly set forth in the Agreement.

ARTICLE IV CENTRICA'S OBLIGATIONS

4.1 SUPERVISION AND WORK PROCEDURES. Centrica shall supervise and direct the Work, using good workmanlike skill and attention ordinarily used by members of the profession performing similar work and services under similar circumstances. Centrica shall be solely responsible for, and have control over, the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work, unless the Agreement gives other specific instructions concerning these matters.

4.2 LABOR AND MATERIALS. Centrica shall provide and pay for all labor, materials, supplies, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work unless otherwise provided by the Agreement. Centrica shall enforce discipline and good order among Centrica's employees and other persons carrying out the Work. Centrica shall deliver, handle, store and install materials and equipment in accordance with manufacturers' instructions. Centrica may make substitutions only with the written consent of Owner and in accordance with a written Change Order.

4.3 DESIGN AND DRAWING.

4.3.1 APPROVALS. Centrica will submit for Owner's review and approval the designs, plans, and drawings in accordance with the Project Schedule. Owner will promptly render decisions required pursuant to this Agreement in writing and in conformity with the agreed upon project schedule, including but not limited to providing feedback and/or approval on design documents and other submittals within seven (7) days of its receipt of the same. Centrica will be entitled to an equitable Change Order for any delay in providing necessary approvals and feedback.

4.4.2 AS-BUILT DRAWINGS. Upon Centrica's receipt of the final payment of the Contract Price, Centrica will deliver to Owner a set of the final design specifications for the system as required by the Agreement (which specifications may be included in the plans and drawings) and to the extent applicable, Stamped Plans and shop drawings and test reports, including performance test reports and commissioning documents, in sufficient detail to allow the operation and maintenance of the System (the "Final Drawings"). All Final Drawings shall be provided in electronic form upon Final Completion. Upon such delivery, the Final Drawings are deemed to be Contract Documents.

4.4 WARRANTY/GUARANTEE.

4.4.1 WARRANTY. Applicable warranties are described in the attached **Schedule 3 – Manufacturer and Installation Warranties**.

4.4.2 ASSIGNMENT OF MANUFACTURER WARRANTIES. Upon Substantial Completion (as that term is defined in Section _____ hereinafter), Centrica shall assign and deliver to Owner all manufacturers' warranties for equipment, products, supplies, systems and other goods ("Goods"). to be delivered to Owner. Upon Substantial Completion, Centrica shall promptly take such actions and execute such documents as are required to transfer the said warranties. Such assignment shall be without limitation and shall be effective to the fullest extent permitted by law. Centrica shall take all steps reasonably necessary to perfect or evidence the City's rights under such warranties, including but not limited to executing written assignments if requested by the Owner.

4.4.3 ALL WARRANTIES OR REPRESENTATIONS NOT EXPRESSLY INCLUDED IN THE AGREEMENT, INCLUDING THOSE WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED, STATUTORY OR ARISING FROM A COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE WITH RESPECT THE WORK ARE EXPRESSLY EXCLUDED. Notwithstanding the foregoing, Centrica warrants that the equipment they have selected, if it is properly functioning, is fit for the purpose it was intended to fill.

4.5 SUBSTANTIAL/FINAL COMPLETION.

4.5.1 "Substantial Completion" shall mean the date a Certificate of Substantial Completion has been executed by the Parties. Owner may condition its execution of the Certificate upon its confirmation that all Goods are installed in accordance with the specifications set forth in **Schedule 1 -Scope of Work** [and that the Project produces power]. Centrica shall determine those items of Work that do not impact proper functionality in the form of a punch list ("Punch List), which should be deferred until after Substantial Completion. Owner shall review and respond with commercially reasonable modifications. If Owner does not approve the Punch List within ten (10) days, the Punch List shall be deemed approved. Upon approval of the Punch List, Centrica may issue a Certificate of Substantial Completion shall be deemed met and

Centrica shall issue and execute a Certificate of Substantial Completion with the Punch List, in substantially the form attached hereto as **Schedule 5 – Certificate of Substantial Completion**. Owner may only reject Goods provided in relation to the Work that do not materially conform to the specifications of the Agreement; provided however, upon Substantial Completion, the Goods shall be deemed to be an unqualified acceptance by Owner and Owner waives all claims with respect thereto. Thereafter, all nonconforming Goods shall be subject to the manufacturer's warranty.

4.5.2 "Final Completion" means the point when all the Work is fully and finally complete, including the completion of the Punch List, in accordance with the requirements of this Agreement.

4.6 **PERMITS, FEES, AND NOTICES.** Centrica shall coordinate with the appropriate authorities to secure and pay for such building permit and/or other permits and governmental fees, licenses and inspections in respect of which Centrica is responsible for in **Schedule 1 – Scope of Work**. Centrica shall provide reasonable assistance and support to Owner in connection with those permits, governmental fees, licenses and inspections in respect of which Owner is responsible for in **Schedule 1 – Scope of Work**.

4.7 **CLEANING UP.** Centrica shall keep the Facility, Site and surrounding area free from accumulation of waste materials or rubbish caused by the Work. At completion of the Work, Centrica shall remove from and about the Site, Facility and surrounding area any waste materials, rubbish, Centrica's tools, construction supplies, machinery, and surplus material.

4.8 **SAFETY OF PERSONS AND PROPERTY.** Centrica shall take all reasonable steps to protect: a) its employees and other persons at any part of the Site, Facility and surrounding area under Centrica's control, b) its materials, supplies and equipment stored at the Site or Facility for use in performance of the Work, and c) the Project and all property located at the Facility that relates to the Project. Centrica shall designate an individual at the Facility who is performing work on a full-time basis at the Facility or Site in the employ of Centrica who shall act as Centrica's designated safety representative.

4.9 **HAZARDOUS MATERIALS.**

4.9.1 **OWNERS OBLIGATIONS.** Centrica obligations hereunder expressly exclude any condition, within the Work, of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances that were located at the Site or Facility prior to the Effective Date or were brought to the Site by any party other than Centrica or persons for whom Centrica is legally responsible (including its subcontractors, employees, agents, or others under its direction or control) after the Effective Date, including but not limited to asbestos, lead, or PCBs, in or on the premises. Owner represents that there is no hazardous material on the premises that may in any way affect Centrica's ability to deliver the Services. If either Party becomes aware of or suspects the presence of hazardous materials on the premises, Centrica shall have the right to suspend or stop work in the affected area immediately and shall notify the Owner. Owner will be responsible for correcting the hazardous condition in accordance with all applicable laws. Centrica shall have no responsibility for any claims arising out of or relating to the presence of hazardous materials on the premises. To the extent that the presence of hazardous materials on the premises (not brought on site by Centrica), Centrica shall be entitled to an equitable Change Order to address any impact to the schedule or price.

4.9.2 **CENTRICA'S OBLIGATIONS.** None of the provisions set forth in Section 4.9.1 apply with respect to hazardous substances brought or caused to be brought to the Facility or Site by Centrica, its agents, representatives, employees and contractors. If either Party becomes aware of or suspects the presence of hazardous materials on the premises, Owner and Centrica shall have the right to suspend or stop work in the affected area immediately and shall notify Centrica. Centrica will be responsible for correcting any hazardous condition caused by Centrica or persons for whom Centrica is legally responsible (including its subcontractors, employees, agents, or others under its direction or control) in accordance with all applicable laws. Owner shall have no responsibility for any claims arising out of or relating to the presence of these hazardous materials on the premises. Centrica shall be entitled to an equitable Change Order to address any impact to the schedule or price.

ARTICLE V CHANGE ORDERS

5.1 **CHANGE ORDERS.** During the term of this Agreement, either Party may request changes, additions, or deletions of the Work in the Agreement. Any such changes shall be made pursuant to a duly written change order, signed by each Party, stating the changes in the Work, the amount of the adjustment to the Contract Price, and/or the extent of the adjustment to the Project Schedule ("Change Order"). The Parties will reasonably and expeditiously negotiate in good faith the appropriate adjustments for changes in the Work. Work described in a Change Order may not be performed until such time as the Change Order is executed by Centrica and the City. In the event there is a conflict between any other provisions in this Agreement and this Article, the terms of this Article shall apply.

ARTICLE VI INTELLECTUAL PROPERTY

6.1 **LICENSE TO USE.** Centrica retains all intellectual property rights, whether registered or unregistered, including trademarks, patents, and copyright of all documents, design rights, developed programs, software and models, and other data developed during the Project. ("Centrica IP") Centrica hereby grants to Owner, its agents, representatives, employees, and contractors, as applicable, a non-exclusive, non-assignable license to use the Centrica IP delivered to Owner or embodied in the Project for the purpose of operation, repair, replacement, relocation, maintenance and decommissioning of the Project. If Owner sells or transfers the Project to another entity, excluding an entity hired to manage the Facility, the Site or the Project, Owner shall obtain written consent from Centrica, which shall not be unreasonably withheld, denied or delayed.

6.2 **INTELLECTUAL PROPERTY INDEMNITY.** Centrica will indemnify and hold harmless Owner from any claim, suit or proceeding brought against Owner by a third party for a claim that the Work furnished by Centrica and used in the manner for which it was intended and sold to Owner constitutes an infringement of any US, Canadian or EU patent, if Centrica is promptly notified in writing and given authority, information and assistance for the defense of such claim or proceeding. Owner may participate in the defense, at Owner's own expense, including attorney fees, provided Centrica shall remain solely responsible for the defense and settlement of such claim. Should it be held that any of the Work constitutes an infringement, Centrica shall, at its sole discretion and its own expense, procure for Owner the right to continue to use the Work, replace the Work or modify the Work to become non-infringing.

6.3 **EXCLUSIONS.** Provided however, Centrica's intellectual property indemnity obligation shall not apply to liability for infringement where the Work (a) is modified without written approval of Centrica, (b) used in a manner different than the use communicated and understood as a part of the Project, (c) was designed or specifically required by Owner's specifications. Owner will indemnify and hold harmless Centrica from any third-party claim based upon these exclusions.

ARTICLE VII INSURANCE

7.1 **CENTRICA INSURANCE.** Throughout the term of the Agreement, Centrica shall maintain in full force and effect no less than the insurance coverages set forth in **Schedule 6 – Insurance**. Prior to commencement of the Work or as requested by Owner, Centrica will provide evidence of the insurance in the form of an ACORD certificate of insurance by companies having an AM Best Rating of A- or better. Mayor and City Council of Cumberland shall be named as an additional insured in the policy and the policy or an endorsement thereto shall require the insurer to give Owner advance written notice of a change in the policy coverages, nonrenewal or cancellation.

7.2 **INSURANCE TO PROTECT PROPERTY.**

7.2.1. **ALL RISK COVERAGE.** Owner shall obtain and maintain all-risk insurance, in a form reasonably acceptable to Centrica, upon the entire Project including the Facility and all existing structures in which any of the Services are to be performed, as well as all Project equipment, materials and supplies, for the full cost of replacement at the time of any loss. Such insurance shall include as insureds/loss payee Owner, Centrica and all subcontractors and suppliers, as their interests may appear. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include risk coverage including, at a minimum, theft,

vandalism, malicious mischief, inland transit, collapse, temporary buildings, debris removal, flood, earthquake, wind, testing and damage resulting from defective design, workmanship, and material. Owner shall be responsible for all premiums and any co-insurance penalties, exclusions, sub-limits, or deductibles. Such insurance shall be primary and noncontributory in respect to any insurance of Centrica, and all subcontractors and suppliers.

7.2.2. **PROPERTY DAMAGE.** Owner and Centrica waive all claims and other rights they may have against each other for loss of and/or damage to: (i) the Project; (ii) all equipment, materials, machinery, supplies, and other items used in accomplishing the Work and/or to be incorporated into the Project, while the same are in transit, at the Project site and/or the Facility, during erection, and otherwise; and (iii) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such insurance. In the event of a conflict between the policy terms and this Agreement, the policy terms shall control. The waiver set forth in this section shall not apply to intentionally harmful acts.

ARTICLE VIII DELAYS

8.1 **EXCUSABLE DELAY.** In the event of any of the following (each, an "Excusable Delay"), Centrica shall be entitled to a Change Order effecting equitable adjustment to the Project Schedule and (for items 8.1.1-8.1.6 below) Contract Price:

8.1.1 **OWNER-CAUSED DELAYS.** Owner caused delays for failure to perform any obligations under the Agreement, including action or inaction by Owner, Owner's contractors or Owner's subcontractors ("Owner Caused Delay").

8.1.2 **PERMITTING DELAY.** Except as provided for in Section 8.1.1, any delay in the issuance or receipt of any permits, approvals, or other governmental authorizations required in connection with the Work, except to the extent such delay results from Centrica's failure to exercise due diligence, including the timely and complete submission of applications, or from Centrica's failure to account for reasonably foreseeable delays in the Project Schedule.

8.1.3 **CHANGE IN LAW.** The change of any law or regulation that materially impacts Centrica's time for performance of the Work.

8.1.4 **CONCEALED CONDITIONS.** Discovery of any unknown, concealed or hidden conditions in the Facility or at the Site that would delay or prevent the completion of the Work, provided that Centrica could not have reasonably determined existed from a visual inspection as of the Effective Date ("Concealed Conditions").

8.1.5 **FORCE MAJEURE.** "Force Majeure" means any event, circumstance or condition, other than for payment owed under this Agreement, beyond the reasonable control of the affected Party, including, without limitation:

- a. Any change in law, regulation, code, permit condition, governmental policy, or utility standard that increases the cost of performance or expands the scope of services performed by Centrica, including the imposition of any new tax, tariff, or levy;
- b. Any unforeseen change in physical conditions at the site on which the Systems are located, including subsurface or latent conditions, or the presence of hazardous materials not previously identified;
- c. The obsolescence, unavailability, or withdrawal of support for equipment, software, or technology required by Centrica in connection with this Agreement, where replacement or continued use would be commercially impracticable, as determined by Centrica acting reasonably;

- d. Acts of God, natural disasters, or extreme weather events, including but not limited to floods, earthquakes, hurricanes, storms, lightning, or other environmental catastrophes;
- e. War (declared or undeclared), armed conflict, acts of terrorism, civil unrest, rebellion, sabotage, or military actions, including damage resulting from any such acts;
- f. National or regional labor strikes, lockouts, slowdowns, or other labor disputes, whether involving the affected Party's workforce or third parties, that impact the performance of this Agreement;
- g. Any act, order, directive, or failure to act by any Governmental authority, including denial or delay in issuance of any required approval, permit, or license, or compliance with any governmental requirement not in effect as of the signature date of this Agreement;
- h. Epidemics, pandemics, outbreaks of infectious disease, or other public health emergencies, including any related government-imposed travel or work restrictions;
- i. Inability or delay in obtaining labor, equipment, materials, parts, or services essential for the performance of this Agreement, provided such inability is not caused by the affected Party's negligence or breach;

Neither Party shall be liable for failure or delay in the performance of its obligations under this Agreement (other than obligations to make payments when due) if such failure or delay arose due to or was caused by Force Majeure. The affected Party shall promptly notify the other Party in writing of the occurrence of a Force Majeure and shall use commercially reasonable efforts to mitigate the effects of the Force Majeure and to resume performance as soon as reasonably possible.

8.1.6 **ADDITIONAL CONSTRUCTION WORKS AND PERMIT CONDITIONS.** Any delays arising out of or in connection with final confirmation of the nature and scope of the Additional Construction Works and/or Permit Conditions.

8.2 **NOTICE OF DELAY.** If the Work is delayed for any reason (including as a result of any Excusable Delay) and such delay is reasonably likely to have a material adverse effect on the construction or operation of the System, Centrica will, as soon as practicable after it becomes aware: (a) notify Owner, in writing, of the nature, cause, date of commencement of the delay or interruption, and the expected length of the delay; (b) exercise all commercially reasonable efforts to minimize the delay; and (c) notify Owner when the delay ceases.

ARTICLE IX TERMINATION

9.1 **TERMINATION BY OWNER FOR CAUSE.** Upon thirty (30) days' advance written notice to Centrica, Owner may terminate this Agreement for Cause (as hereinafter defined) if, after giving Centrica written notice of such Cause, Centrica fails to cure the same within thirty (30) days following receipt of such notice. In the instances described in Section 9.1.1 below, if such cure cannot reasonably be effected within thirty (30) days, Centrica shall notify the City and the City shall grant it an extra thirty (30) days to effect the cure. Extensions of time are contingent upon Centrica's due diligence in rectifying the cause for the termination.

9.1.1 For purposes of this Agreement, "Cause" shall mean the occurrence of any of the following:

- (i) Any material failure on the part of Centrica to perform or comply with the terms and conditions of this Agreement; or
- (ii) If Centrica (a) files a petition in bankruptcy or is adjudicated bankrupt; (b) becomes insolvent or makes an assignment for the benefit of creditors; (c) has a receiver, trustee, or custodian appointed for substantially all of its property; or (d) initiates or becomes subject to any proceeding under any law relating to bankruptcy, insolvency, or the protection of creditors.

9.1.2 Owner shall be responsible for paying for all Work performed by Centrica through the effective date of termination. In the event that Centrica is terminated by Owner under this provision, and it is later determined that such termination was improper, Centrica shall be entitled to the remedies set forth in Section 9.3 (Termination for Convenience). Notwithstanding the foregoing, Owner may deduct from the amount due to Centrica the actual and reasonable direct costs to Owner of any necessary remediation required with respect to the matters resulting in such termination.

9.2 TERMINATION BY CENTRICA FOR CAUSE.

9.2.1 Upon fifteen (15) days' advance written notice to Owner, Centrica may terminate this Agreement for any of the following reasons:

- a. If the Work has been stopped for at least a sixty (60) - day period under a court order or order of another governmental authority having jurisdiction, through no fault of Centrica
- b. If Owner has failed to pay any compensation due and fails to cure such a payment default. However, Centrica may, at its sole election, suspend performance of the Work, with written notice to Owner.
- c. If the Work has been suspended for any reason by Owner for a continuous period exceeding sixty (60) days;

9.2.2 Centrica may terminate this Agreement if Owner has materially hindered or delayed Centrica in the performance of any of its obligations, or Owner has otherwise materially breached any covenant, agreement, warranty or representation set forth in this Agreement, if after giving Owner written notice thereof Owner fails to cure the same within thirty (30) days following receipt of such notice or, if such cure cannot reasonably be effected within thirty (30) days, such cure is undertaken within such time period and is thereafter continued diligently until completion.

9.2.3 Centrica may terminate this Agreement upon written notice to the Owner if the Owner (a) files a petition in bankruptcy or is adjudicated bankrupt; (b) becomes insolvent or makes an assignment for the benefit of creditors; (c) has a receiver, trustee, or custodian appointed for substantially all of its property; or (d) initiates or becomes subject to any proceeding under any law relating to bankruptcy, insolvency, or the protection of creditors that is not dismissed within sixty (60) days.

9.2.4 Upon a termination for cause under Section 9.2, Centrica shall be entitled to recover from Owner as provided in Section 9.3.1 (Termination for Convenience). However, in the event that Owner is terminated by Centrica and it is later determined that such termination was improper, Centrica shall forfeit the right to recover from Owner as provided for in Section 9.3.1.

9.3 TERMINATION FOR CONVENIENCE.

9.3.1 Owner may terminate this Agreement for convenience ("Termination for Convenience") upon ten (10) days' advance written notice to Centrica. Upon a Termination for Convenience, Centrica shall be entitled to recover from Owner as follows:

- a. Owner shall be responsible for paying for all Work performed by Centrica through the effective date of termination and to the extent any Work shall be based upon a milestone payment, the percentage of Work complete therein; and

- b. Owner shall pay for all demobilization costs incurred by Centrica together with any reasonable, documented third-party costs that could not have been avoided or mitigated through commercially reasonable efforts, including costs for equipment or materials procured specifically for the Project, subject to wear and tear caused as a result of its use. Upon payment, the equipment and materials shall become Owner's property, and Centrica shall take such actions, including, but not limited to signing bills of sale and executing title transfer documents, as are necessary or expedient to ensure that Owner is provided with unencumbered title and ownership of the equipment and materials.

9.4 SUSPENSION.

9.4.1 If the Work is suspended (including for any delays caused by Owner or its agents), Owner shall reimburse Centrica for all costs reasonably incurred by Centrica as a result of such suspension including remobilization costs. The Project Schedule shall also be equitably adjusted to reflect the period of suspension.

9.4.2 Owner may only suspend the Agreement upon written notice to Centrica. In the event such notice is provided and the suspension lasts more than sixty (60) consecutive days, Centrica may terminate the Agreement and be paid in accordance with Section 9.3 (Termination of Convenience).

ARTICLE X INDEMNIFICATION AND WAIVERS

10.1 **OWNER INDEMNIFICATION.** Owner shall indemnify, protect, defend and hold harmless, reimburse and defend Centrica from, for and against any and all third-party claims for injury or death or damage to property arising out of or as an incident to this Agreement and due to the negligence or willful misconduct of Owner, without any negligence or willful misconduct on the part of Centrica Group.

10.2 **CENTRICA INDEMNIFICATION.** Centrica shall indemnify, protect, defend and hold harmless, reimburse and defend Owner from, for and against any and all third-party claims for injury or death or damage to property arising out of or as an incident to this Agreement and due to the negligence or willful misconduct of Centrica without any negligence or willful misconduct on the part of Owner .

10.3 **NOTICE.** Each Party shall promptly notify the other in writing of any claims from any third party that may be covered by the indemnities set forth in this Article X.

10.4.1 DUTY TO DEFEND; RIGHT TO ASSUME DEFENSE.

A. The indemnifying Party (the "Indemnitor") shall, at its sole expense, defend, indemnify, and hold harmless the indemnified Party (the "Indemnitee") from and against any and all third-party claims, demands, actions, or proceedings arising out of or relating to the causes for indemnification set forth in Sections 10.1 and 10.2 above. The Indemnitor shall promptly assume the defense of any such claim with counsel reasonably acceptable to the Indemnitee.

B. If the Indemnitor fails to diligently pursue the defense, and objective evidence supports such failure the Indemnitee may, at its option, undertake the defense at the Indemnitor's expense after providing the Indemnitor with written notice of its concerns and allowing the Indemnitor ten (10) business days to cure such failure. The Indemnitee shall have the right to participate in the defense with counsel of its choosing at its own expense, provided that if the Indemnitee reasonably determines that the Indemnitor's counsel has a conflict of interest or is not adequately defending the claim, based on objective evidence, the Indemnitee may assume control of the defense, and the Indemnitor shall remain liable only for reasonable and necessary defense costs.

C. The Indemnitor's obligations in this section are contingent upon Indemnitee's reasonable cooperation in defending against such third-party claims, damages, actions or proceedings.

10.5 WAIVER OF DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, (A) OWNER AND CENTRICA AND THEIR RESPECTIVE AFFILIATES, SUCCESSORS AN ASSIGNS HEREBY WAIVE ALL CLAIMS FOR SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES OR OTHER ECONOMIC LOSSES OR DAMAGES WHETHER ARISING UNDER CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OR COMBINATION OF CAUSES; (B) IN NO EVENT WILL THE CUMULATIVE LIABILITY OF CENTRICA EXCEED THE AMOUNT PAID BY OWNER TO CENTRICA UNDER THIS AGREEMENT.

10.6 The obligations under this Article X (Indemnification and Waivers) shall survive the expiration of or the earlier termination of this Agreement.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 ENTIRE AGREEMENT. This Agreement, including the Contact Documents, embody the entire agreement and understandings of the Parties with respect to the subject matter of this Agreement. Each Party acknowledges that no other Party has made any, or makes any, promises, representations, warranties, covenants, or understandings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

11.2 NO THIRD-PARTY BENEFICIARIES. The Agreement is solely for the benefit of Owner and Centrica and their respective successors and assigns. not otherwise be deemed to confer upon or give to any third party any right, claim or cause of action or other interest herein. Nothing in this Agreement, express or implied, shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

11.3 SURVIVAL. The provisions of this Agreement that by their nature should apply beyond its termination or expiration shall remain in full force and effect, including but not limited to provisions relating to indemnification and limitation of liability.

11.4 CONTRACT INTERPRETATION.

A. Any term not defined in this Agreement shall have its plain and ordinary meaning in common English usage; provided, however, that words and abbreviations with a well-known meaning in the United States power generation industry shall carry that industry meaning.

B. References to any agreement, contract, or document shall include all amendments or modifications thereto, unless expressly stated otherwise. References to a Party include that Party, its successors and assigns, and their respective officials, officers, directors, employees, agents and contractors.

C. Headings and captions are for convenience only and shall not affect the construction or interpretation of this Agreement. The grouping of articles, sections, and specifications under various headings is for organizational purposes only and shall not limit or alter the meaning of any provision.

D. The terms "herein," "hereof," "hereunder," and similar words refer to this Agreement as a whole, and not to any particular section, subsection, schedule, or exhibit. The terms "include," "includes," and "including" mean "including, without limitation."

E. The Parties have jointly negotiated and drafted this Agreement, and no presumption or rule of construction shall apply that disfavors either Party on the basis of authorship.

F. 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.

11.5 CONFIDENTIALITY/MARYLAND PUBLIC INFORMATION ACT.

A. As defined in the MPIA and in applicable case law, "confidential commercial information" and "trade secrets" may not be supplied in response to a request for public records. The parties agree that the milestone pricing set forth in Schedule 2 is confidential information which may not be released under the MPIA unless Owner is legally compelled to produce it.

B. Nothing in this Agreement shall be construed to require Owner to withhold disclosure of any Confidential Information if such disclosure is required by the Maryland Public Information Act, Md. Gen. Prov'ns. Code Ann. §§ 4-401, et seq. (the "MPIA") or other applicable law, regulation, or court order.

C. Owner shall not be liable for disclosure of records that it reasonably determines must be disclosed under the MPIA.

D. The term Confidential Information does not include any information which (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of an unauthorized disclosure by Owner), (ii) was available to Owner on a non-confidential basis from a source other than the discloser, provided that such source is not and was not known by Owner to be bound by a confidentiality agreement or other duty of confidentiality that protected the Confidential Information, (iii) has been independently acquired or developed by Owner without violating any of its obligations under this Agreement and without use of or reference to any Confidential Information, or (iv) was in the lawful possession of Owner prior to disclosure.

E. If time and circumstances reasonably allow, Owner shall use reasonable efforts to consult with Centrica regarding the potential redaction of other Confidential Information before making any disclosure. If such consultation is not practicable due to time constraints or other considerations, Owner shall, to the extent permitted by law, notify Centrica promptly after any such disclosure is made. For the avoidance of doubt, nothing in this Agreement shall be construed to require the Owner to act in a manner that would place it in violation of the MPIA or any other applicable law or regulation. In the event of any conflict or inconsistency between this Section 11.5 and the MPIA, the terms of the MPIA shall prevail.

F. The Owner's obligations under this section 11.5 shall expire three (3) years from the date of this Agreement.

11.6 APPLICABLE LAWS. In carrying out the Work, Centrica shall comply with all applicable laws, regulations, ordinances, rules, codes, statutes, and other requirements of local, state or federal governmental authorities having jurisdiction over the Work.

11.7 NOTICE. That notices pursuant to this Agreement shall be in writing and addressed as follows:

To Owner:

City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
ATTN: City Administrator (presently Jeffrey Silka - jeff.silka@cumberlandmd.gov)

With a copy to:

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

To Centrica:

Centrica Business Solutions Services, Inc.
2111 Ellsworth Blvd.
Malta, New York 12020
ATTN: Head of Legal (NA-Legal@centrica.com)

Any and all notices required herein shall be given in writing and sent to the addressee identified above by overnight mail or hand-delivery. Alternatively, either party may give written notice to the other by e-mail provided the other provides written acknowledgment of the receipt of the message. Automatically generated responses to emails shall not be sufficient as evidence of receipt of an email. Either party may change the address at which it will receive notices related to this Agreement by providing written notice of the change to the other party. Notices provided under the terms of this Agreement shall be deemed to have been given on (i) the date overnight mail is actually delivered, (ii) the date of delivery if hand-delivered, and (iii) the date an email is confirmed as having been received.

11.8 ASSIGNMENT. Neither Owner or Centrica shall assign its interest in this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed; provided however, (a) Owner may conditionally assign to an institutional lender providing financing for the Project as long as the assignment is no less favorable to Centrica than this Agreement, and Centrica shall execute all consents reasonably required and (b) Centrica may assign its interest to an affiliated entity, without Owner's consent, but Centrica shall remain bound under the terms of this Agreement.

11.9 GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland without regard to conflicts of laws rules or principles. Any proceeding between the Parties shall be commenced and maintained in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland.

11.10 JURY TRIAL WAIVER. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OF THEM MAY BE PARTIES ARISING OUT OF, AS AN INCIDENT TO, 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 THEY 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.

11.11 SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be severed and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired. The Parties further agree that any such invalid, illegal, or unenforceable provision shall be reformed and construed so as to be valid, legal, and enforceable to the maximum extent permitted by law, consistent with the intent of the Parties as reflected in this Agreement.

11.12 NO WAIVER OF PERFORMANCE. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

11.13. ENTIRE AGREEMENT, This Agreement 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. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

11.14 BINDING EFFECT. This Agreement shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives, and permitted assigns.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Appending the signature and notary pages of one counterpart to the other complete counterpart shall suffice for these purposes. Signed email or electronic counterparts (excepting those sent by facsimile transmission) and copies of signed counterparts shall be treated the same as and deemed to be originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CENTRICA BUSINESS SOLUTIONS
SERVICES, INC.

By: _____

Printed name

Title

MAYOR AND CITY COUNCIL OF
CUMBERLAND

By: _____
Raymond M. Morris, Mayor

SCHEDULE 1 – SCOPE OF WORK

Centrica agrees to provide all labor, supervision, services, materials, installation, cartage, hoisting, supplies, insurance, sales tax, equipment, scaffolding, tools and other facilities required for the completion of the Work in accordance with the Agreement. All terms defined in the Agreement shall have the same meaning in this Schedule.

1. System Configuration and Key Equipment

- 1.1. PV Solar System Nameplate Rating - 1,174 kW DC and 933kW AC (at standard test conditions)
 - 1.1.1. Boviet Solar TopCon 575W – BVM7612M-575-H-HC-BF-DG modules
 - 1.1.2. Chint Power Systems 25, 36, 50kW and SMA HighPeak 125kW inverters
- 1.2. Battery Energy Storage System Nameplate Rating –
 - 1.2.1. N/A
- 1.3. Utility Meter(s) – Proposed Solar System(s) will interconnect behind the meter (i.e., the System is electrically interconnected on the Customer's side of the utility service meter, such that the System primarily serves the electrical load at the Facility). Any excess electricity not consumed at the Facility may, to the extent permitted by applicable law and utility requirements, be exported to the utility grid to the Potomac Edison electrical service. The solar system's primary point of connection is at each building located within the Owner's wastewater treatment facility.
- 1.4. General System Information
 - 1.4.1. Site utility – Potomac Edison
 - 1.4.2. Utility Interconnection Type – Behind the Meter
 - 1.4.3. Utility Interconnection Method – As per final design plans
 - 1.4.4. System Mounting Type – Uni-Rac Flush Mount – asphalt shingles positive attachment, standing seam metal roofing positive attachment and APA solar Ground Mount system.
 - 1.4.5. Tilt Angle(s): ~19-degree roof and 25-degree ground mount
 - 1.4.6. Azimuth(s): 180-degrees ground mount and 151-degrees roof mount
 - 1.4.7. 1st Year Production Estimate – 1,306,118 kWh for all arrays
 - 1.4.8. AlsoEnergy DAS Revenue Grade Meter
- 1.5. Existing Switchgear Upgrades – Centrica will upgrade the existing 4160 kV switchgear serving the facility. Upgrades will include the following:
 - 1.5.1. Installation of vacuum type circuit breakers manufactured by ABB as replacement for the existing GE air-gap type circuit breakers.
 - 1.5.2. Installation of solid state relays to replace the existing electromechanical type relays
 - 1.5.3. Replacement of the existing damaged ground and test device
 - 1.5.4. Temporary installation of a diesel generator as necessary to support plant operations while switchgear upgrades are taking place

2. Owner-Provided Documents, Materials, and Services

- 2.1. Owner agrees to provide Centrica with the Potomac Edison letter for Conditional Approval to interconnect the proposed PV system.

3. Owner Requirements

- 3.1. The following special Owner requirements were known to all Parties at the time of executing the Agreement. All costs for adhering to these requirements while carrying out the Work have been included in the Contract Price.
 - 3.1.1. Access. Access secure for Centrica and its employees, subcontractors, and contractors all necessary real property rights at the Site and access to, from, and across the Site for performance of the Work, including but not limited to, access for lifting, rigging, and material handling equipment required by

- Centrica and access necessary for Centrica to fulfill any warranty obligations; and not prevent, obstruct, or otherwise interfere with Centrica's reasonable rights of ingress to or egress from the Site;
- 3.1.2. Temporary Services. Ensure Centrica has reasonable access to and use of lighting, power, water, and any other utilities or services necessary for performance of the Work.
- 3.1.3. Storage Space. Provide Centrica with reasonable storage space located at the Site for storage of materials, tools, and equipment.
- 3.1.4. Roof Loading. Provide loading zone adequate to support crane for loading materials to the roof.
- 3.1.5. Other. Perform any other obligations expressly set forth in this Agreement.

4. General Conditions

- 4.1. Bonds – NA
- 4.2. Codes, Standards, and Specifications – The Work shall comply with all applicable Maryland Building Performance Standards, as amended from time to time.
- 4.3. Existing Damage - Centrica shall inform Owner in writing of any existing damage to Owner's property at the Site in the area where Centrica will be performing the Work.
- 4.4. This section is intentionally left blank.
- 4.5. In the event that unknown conditions, including, but not limited to, refusal during drilling, underground obstructions, high water table, collapsible soils and unidentified utilities at the Facility or the Site are encountered while performing the Work, and would result in a delay or potential increase in the cost of the Work, Centrica shall meet with Owner to discuss the delay, identify potential costs and develop a plan to continue the Work at the Facility.
- 4.6. Labor – Centrica shall furnish the labor necessary to complete the Work in a timely manner. Centrica shall hire people who demonstrate the competence either through experience and/or education and shall train staff on the requirements herein such that they are capable of performing the Work competently and correctly.
- 4.7. Layouts – Centrica shall assume full responsibility for proper location and layout of equipment.
- 4.8. Metal Shavings - During the Work, Centrica shall clean up all metal shavings daily. Additionally, if metal cutting is to be performed on the roof, it shall be done so over a tarp, in one location, to mitigate any metal shavings from being left on site. No metal shavings are to be left inside any electrical equipment.
- 4.9. Monitoring Portal – Centrica shall provide Owner with access to an online monitoring portal. Access to the portal will be pre-paid by Centrica for the term of the Workmanship Warranty and is included in the Contract Price. A cell modem is included in the Scope of Work and Centrica shall be responsible for the cost of the cellular service for the term of the Workmanship Warranty.
- 4.10. Permission to Operate ("PTO") – Centrica shall be responsible for initially obtaining and coordinating the PTO Date with the utility in accordance with the Interconnection Agreement.
- 4.11. Prevailing Wage (if applicable) – NA
- 4.12. Project & Construction Management – Before commencing activities on site, Centrica shall attend a meeting at the Facility, or via conference call with members of the Owner's team to discuss execution of the Work. Centrica shall have its Site/Construction Manager assigned to the Project in attendance at the meeting. Centrica shall provide a weekly progress report covering the prior week activities and progress for all projects currently active. Centrica shall provide weekly reports until Final Completion for all projects included in the Agreement. Commencing after Notice to Proceed, a weekly meeting will be held via conference call to discuss the weekly report and relevant current issues.

- 4.13. Investment Tax Credit (ITC) Assistance – Centrica will provide reasonable assistance to and cooperation with Owner in connection with Owner’s efforts to obtain any applicable Investment Tax Credit (ITC) direct pay incentives. Notwithstanding the foregoing, Owner acknowledges and agrees that Centrica does not provide tax, legal, or financial advice, and Owner shall be solely responsible for obtaining its own independent professional advice regarding eligibility, compliance, and any potential risks or obligations associated with the ITC or related incentives.
- 4.14. Solar Renewable Energy Certificates (“SREC”) – Centrica will provide reasonable assistance and cooperation to Owner in identifying, finding, obtaining, certifying, and initially administering any available SREC’s. Centrica makes no representation or warranty as to the value or availability of any SREC’s. Any documentation furnished by Centrica in relation to an SREC is furnished in good faith and without representation or warranty as to whether the same would be beneficial to Owner.
- 4.15. Roof Protection – Centrica shall take all necessary precautions to ensure that there is no damage to the roofing shingles, membrane and/or steel roof sheeting, including punctures and scratches to the surface of the membrane of the roof of the Facility. In the event Centrica damages the roof, it shall cause it to be restored to as good or better condition than it was in before the damage and it shall do so at its sole expense.
- 4.16. Shutdowns - Centrica shall provide a shutdown plan to the Owner, at least 5 Business Days prior to the planned shutdown work being performed, detailing the equipment needing to be shut down, timeline for work being performed, and safety procedures for lock out/tag out. Shutdown plan shall be reviewed and agreed to by Owner prior to any shutdown work being performed.
- 4.17. Site Restoration after Construction – Once construction activities have been completed, Centrica shall restore the Site to a condition reasonably similar to the immediately adjacent area and it shall remove all construction debris, rubbish, and other disposable waste Centrica created in the performance of the Work.
- 4.18. Traffic Control - NA
- 4.19. Trenching - Trench lines must be approved by Owner and the on-site management team prior to construction. All affected concrete/asphalt must be repaired and/or replaced upon the completion of installation. All affected parking lot paint and markings shall be repainted as necessary, and these costs shall be included in the Contract Price. Changes to the trench lines at the direction of the Owner made after Notice to Proceed may be subject to Change Order.
- 4.20. Utility Mitigations - After review of the utility interconnection application or utility studies, the utility may require additional upgrades and/or mitigations to the Facility, or utility infrastructure, to support the interconnection of the System to the utility. Centrica will facilitate mitigation discussions between the utility and the Owner. However, any costs or delays associated with utility mitigations shall be the responsibility of the Owner and processed as a change order.

5. Permits

- 5.1. Centrica shall be responsible for obtaining all of the following approvals and permits required for the performance for the Work:
- 5.1.1. Fire Review (if applicable)
 - 5.1.2. Planning Review (if applicable)
 - 5.1.3. Building Permits
 - 5.1.4. Electrical Permits
 - 5.1.5. Maryland Department of the Environment

- 5.2 Owner will provide Centrica with reasonably requested assistance in connection with Centrica's responsibility to obtain the permits. Owner shall, to the extent consistent with applicable law, be responsible for obtaining and maintaining all other permits, waivers, consents, exemptions, entitlements, conditional use permits, variances, certificates, franchises and authorizations ("Special Permits") required by law or necessary for Centrica to perform the work in accordance with the Agreement.

6. Utility Interconnection Application

Not used

7. Site Services

- 7.1. Centrica shall FURNISH the following site services equipment necessary to support the Work:
- 7.1.1. Sanitation
 - 7.1.2. Latrines & Wash Stations
 - 7.1.3. Waste Removal
 - 7.1.4. Temporary Fencing w/Screening
 - 7.1.5. Temporary Utilities
- 7.2. Centrica shall FURNISH a temporary receiving yard at Owner-approved location on the Site.
- 7.3. Centrica shall provide prompt written notice to Owner upon receipt of any materials provided by Owner which Centrica deems defective or otherwise inoperable.
- 7.4. FURNISH and INSTALL all fall protection necessary to complete the work, including, but not limited to: guard rails, warning lines, skylight covers, and fall arrest harnesses.

8. Equipment Rentals

- 8.1. Centrica shall supply all equipment necessary to complete the Work, including, but not limited to: hoisting, loading, rigging, ladders, scaffolding, extendable reach forklift, pallet Jacks, forklifts, etc.

9. Not Used

10. Final Design and Planning Phase

Centrica will commence with the activities outlined below upon the execution of the Agreement.

10.1. Design

- 10.1.1. Final Design and Permitting. Prepare Final Electrical drawings, including array string layouts.
- 10.1.2. Prepare final Array Structural Drawings or other drawings necessary for permitting.
- 10.1.3. Perform site survey and geotechnical analysis to determine property line limits, soil makeup and loading capacity, and confirm soil load bearing capacity assumptions.
- 10.1.4. Submit Final Rooftop Array design to Uni-Rac for approval.
- 10.1.5. Submit Final Groundmount Array design to APA Solar Racking for approval
- 10.1.6. Professional Engineer, registered in Maryland, to provide stamped electrical calculations and associated drawings.
- 10.1.7. Professional Engineer, registered in Maryland, to provide stamped structural calculations and associated drawings.
- 10.1.8. Prepare and submit required permit applications and obtain approval to begin construction/installation.

10.2. Procurement of Major Equipment

- 10.2.1. Submit Equipment Purchase Orders for the Major Equipment items, to include the items listed in section 1 above.

10.2.2. Coordinate with all parties to arrange for mutually agreeable equipment delivery dates and times.

10.3. Construction Logistics Plan

10.3.1. Determine work plan; including roof-loading plan, day of week and time to perform, area to be roped off for safety, including location of hoisting equipment as required.

10.3.2. Determine a location for a temporary receiving yard on the Site to receive, lay down and store materials and equipment on the Site during the performance of the Work.

10.3.3. Determine a location for a storage trailer and/or construction trailer at the Site.

10.3.4. Determine location and plan for the placement and removal of portable toilets, dumpsters, and other similar facilities which are necessary for, but ancillary to, the performance of the Work)

10.4. Site Preparation

10.4.1. Owner is responsible for:

10.4.1.1. Removing its equipment, materials and other items that are not affixed to the site where the temporary receiving yard described in Section 10.3 above will be located.

10.4.1.2. Providing suitable parking within a reasonable distance from the Site for Centrica's employees and subcontractors.

10.4.1.3. Providing and maintaining road access to the Site.

10.4.2. Centrica is responsible for:

10.4.2.1. Coordinating, receiving and maintaining all services, equipment, materials and other items necessary to support the Work on-site, including sanitation, waste removal, temporary utilities (excluding backup-power), and cleaning.

10.4.2.2. Receiving, offloading, and accepting materials and equipment delivered to the Site by its suppliers.

10.4.2.3. Preparing a safety plan for the safe storage of its equipment, materials and other items at the Site during the performance of the work, including, but not limited to, the location and placement of delineators, fencing, markings, etc.

11. Construction Phase

Following the completion of the Final Design & Planning Phase, Centrica will perform and be responsible for the activities and matters set forth below:

11.1. Rooftop System

11.1.1. FURNISH and INSTALL racking system per the design drawings.

11.1.1.1. Receive, unload, lift, store, and secure, racking system.

11.1.1.2. Layout and assemble racking system per design drawings and manufacturers specifications.

11.1.1.3. Torque all fittings as required by manufacturer.

11.1.2. FURNISH and INSTALL roof attachments per design and manufacturer's specifications.

11.2. Photovoltaic ("PV") Modules

11.2.1. FURNISH PV modules per design drawings.

11.2.2. Receive, unload, lift, store, and secure, PV modules.

11.2.3. FURNISH and INSTALL PV module mounting hardware and fasteners.

11.2.4. INSTALL PV modules to racking system per design drawings and specifications, including torque specifications.

11.2.5. Connect Modules in series per design drawings and specifications.

11.3. Direct Current ("DC") Electrical

- 11.3.1. FURNISH and INSTALL array wiring (Source Circuit Wiring).
- 11.3.2. Neatly bundle wires for route from under array to conduit to inverter locations.
- 11.3.3. FURNISH and INSTALL Source Circuit/ String wiring from module leads to be terminated at inverter locations.
- 11.3.4. FURNISH and INSTALL all Module Level Shutdown Devices (MLSD) and associated mounting hardware required per the design drawings and specifications.
- 11.3.5. FURNISH and INSTALL Multi-Contact MC4 connectors. MC4 connector tool shall be Multi-Contact, part number 32.6019 (or approved equal).
- 11.3.6. All wires must be labeled with string number and color-coded per the drawings and NEC standards on both ends. Labels shall be UV-resistant and outdoor-rated.
- 11.3.7. FURNISH and INSTALL all conduit/fittings/pull boxes/conductors per design drawings and specifications. All conduit installation must include expansion provisions.
- 11.3.8. FURNISH and INSTALL all necessary racking, hangers, supports, anchorage, ground cables, and associated hardware.
- 11.3.9. FURNISH and INSTALL pull boxes/cans as necessary to complete work.
- 11.3.10. The use of high-quality weather-resistant material, e.g., anodized aluminum, galvanized metal/stainless steel fasteners, rubber-coated UV-resistant SS cable ties, rain tight conduit fittings, in all outdoor applications.
- 11.3.11. Paint all welds and cut ends with ZRC Galvalite Gold Galvanizing Compound, silver finish.
- 11.3.12. FURNISH and INSTALL all required signage per design drawings and specifications.

11.4. Grounding

- 11.4.1. FURNISH and INSTALL all grounding materials as required per design drawings and specifications.
- 11.4.2. FURNISH and INSTALL any lugs/hardware/CAD welding necessary for grounding.

11.5. AC Electrical

- 11.5.1. FURNISH and INSTALL all AC Conductors and conduit per drawings.
- 11.5.2. FURNISH and INSTALL necessary poles per drawings.
- 11.5.3. FURNISH and INSTALL all Electrical Equipment per drawings.
- 11.5.4. FURNISH and INSTALL all required support, racking, hardware and anchorage unless otherwise stated.
- 11.5.5. FURNISH and INSTALL panel boards and breakers
- 11.5.6. FURNISH and INSTALL inverter racks
- 11.5.7. FURNISH and INSTALL PV Inverters
- 11.5.8. FURNISH and INSTALL AC disconnect, and fuses
- 11.5.9. FURNISH and INSTALL all required signage per design drawings and specifications.

11.6. INTENTIONALLY LEFT BLANK.

11.7. DAS (Data Acquisition System)

- 11.7.1. FURNISH and INSTALL DAS AlsoEnergy provided enclosure, hardware and associated internal communication components including:
 - (i) Preconfigured meter(s)
 - (ii) Cell modem(s) with prepaid 5 year data plan and data-logger(s)
 - (iii) GFCI receptacle below the DAS at ground mount solar array only
 - (iv) MET station(s) per design drawings and specifications
 - (v) Mounting material
- 11.7.2. Terminate, and test, grounding, AC and DC conductor and communication cable for all installed electrical and communications equipment per design drawings and specifications.

11.8. Interconnection

- 11.8.1. FURNISH and INSTALL tie-in/interconnection as specified in design drawings.

- 11.8.2. Coordinate tie-in with utility representative, Owner, and Owner's personnel who work at the Site.
- 11.8.3. FURNISH and INSTALL all mounting hardware/anchor bolts per design drawings and specifications.
- 11.8.4. FURNISH and INSTALL all required signage per design drawings and specifications.

12. Testing, Inspections, and Start-up Phase

- 12.1. FURNISH inspection and re-certification of existing switchgear after supply-side connection is performed and prior to reenergizing the electrical system.
- 12.2. Centrica shall provide skilled labor and all testing equipment required to fully test and commission Work.
- 12.3. Centrica shall be responsible for completing the required testing and commissioning.
- 12.4. Centrica shall coordinate and stand all inspections by the AHJ and utility personnel, and ready each system for final startup.
- 12.5. As-Built documentation per general conditions.
- 12.6. Punch list requirements per general conditions.
- 12.7. Centrica will provide support (to include roof access equipment and fall protection measures) to the site as necessary during the following non-concurrent commissioning activities:
 - 12.7.1. System testing and commissioning
 - 12.7.2. DAS/Metering commissioning
 - 12.7.3. Utility interconnection inspection
 - 12.7.4. All AHJ inspections

13. Assumptions and Clarifications

- 13.1. Facility can support a solar array with no additional structural upgrades or mechanical attachments necessary
 - 13.1.1. Exception – Controls Building will require a field modification to one chord of the existing trusses. Centrica will make this modification as part of project work.
- 13.2. Main electrical service switchgear and utility infrastructure can support the specified solar system size.

14. Centrica Exclusions

- 14.1. The following products and services are expressly excluded from the Work:
 - 14.1.1. Utility required upgrades
 - 14.1.2. Interconnection costs beyond interconnecting via existing spare breaker
 - 14.1.3. Buy American, American Made, or American Recovery and Reinvestment Act certified components
 - 14.1.4. Moving or relocating any personal property belonging to any Person that is not Centrica or a Centrica subcontractor or supplier
 - 14.1.5. On-site licensed professional engineer
 - 14.1.6. Payment of Prevailing Wages and Certified Payroll
 - 14.1.7. Centrica not required to engage union labor or apprentices
 - 14.1.8. Centrica not required to undertake overtime work, or work performed outside of Centrica's standard working hours of 7 AM – 6PM Monday through Friday
 - 14.1.9. Supporting Owner-requested third-party reviews of the Work
 - 14.1.10. Groundwater abatement.
 - 14.1.11. Bird, rodent, and insect abatement
 - 14.1.12. Removal or remediation of hazardous waste existing at the Site before the execution of the Agreement
 - 14.1.13. Removing or repairing rot or insect infestation
 - 14.1.14. PV module cleaning

- 14.1.15 Backup, or temporary power for existing electrical system except as required during switchgear upgrades
- 14.1.16 Operation & Maintenance except as detailed in the separately attached "Solar PV Maintenance & Production Guarantee Agreement"
- 14.1.17 Backup generator power for use during interconnection shutdown
- 14.1.18 Any environmental impacts due to trenching on account of hazardous materials existing at the Site prior to the execution of the Agreement, utility lines that were not identified by Owner prior to trenching, and/or caused by Owner's negligence or intentionally harmful acts.

SCHEDULE 2 – MILESTONE PAYMENT SCHEDULE

Upon Contract Execution	
Project Development Engineering	
Civil Engineering- (Progress Billing)	
Electrical and Structural Engineering-	
Switch Gear POs Placed	
Switch Gear Replacement Mobilization	
Switch Gear Replacement Complete	
Solar Mobilization	
GM Racking Material Delivered	
RT Racking Material Delivered	
Module Material Delivered	
GM Racking and Module Installation (Progress Billing)	
RT Racking and Module Installation	
BOS Material Delivered	
GM(SMA) Inverter Material Delivered	
RT (Chint) Inverter Material Delivered	
DC Inverter and BOS Installation (Progress Billing)	
AC Installation(Progress Billing)	
Solar Mechanical Completion	
Solar Commissioning	
Final Completion	
General Conditions (Billed Monthly)	
PROJECT Unknown Construction Works Allowance	
	\$ 4,241,351.96

SCHEDULE 3 – MANUFACTURER AND INSTALLATION WARRANTIES

Centrica shall transfer all of the warranties below to Owner at Project Completion. In addition, to the extent any such warranties exist at the time of Project Completion, Centrica shall also transfer to Owner any other material warranties of a similar scope or importance that would customarily be transferred to an owner in comparable projects.

PV Solar Panels

The PV Solar Panels are covered by a minimum 12-year product and 30-year linear performance warranty from the manufacturer.

PV Racking

The PV Racking is covered by a 25-year warranty from the manufacturer.

PV Inverters

The PV Inverters are covered by a 20-year extended warranty from the respective manufacturers.

PV DAS

The PV Data Acquisition Suite (“DAS”) assembly is covered by a 5-year workmanship warranty from the supplier.

Transformer

If the Work includes installation of a step-up/step-down Transformer, the Transformer is covered by a 1-year warranty from the manufacturer.

Switchgear

If the Work includes installation of a new Switchgear, the Switchgear is covered by a 1-year warranty from the manufacturer.

All equipment and materials incorporated into the Work are subject to the applicable manufacturer or vendor warranties only.

Workmanship Warranty

Centrica warrants that (a) the Work will be *free from installation workmanship defects for one year from Substantial Completion* (“Warranty Period”); (b) installation workmanship will not invalidate the manufacturer’s warranty for the equipment incorporated into the Work; (c) all roof penetrations performed as part of the Work will be water tight for the longer of 1 year or until the end of any existing installation warranty for your roof. If Centrica determines that a valid warranty claim exists, any materials, equipment, or part thereof damaged as a result of installation defect, will be repaired or replaced, as determined in Centrica’s sole discretion, at no cost to the Owner. Warranty specifically excludes (a) the Goods incorporated into the Work (including its removal and/or reinstallation) except as expressly provided above, and (b) making of access to the Work. Repair Work will be warranted for the remainder of the original Warranty Period or for sixty (60) days, whichever is longer. However, if Owner notifies Centrica of any defects in workmanship within the Warranty Period, the Warranty Period will be extended for an additional sixty (60) days or the remainder of the original Warranty Period, whichever is longer.

Workmanship Warranty Exclusions

Centrica’s Warranty for its Work performed excludes the following:

- (1) Damage caused by lightning, flood, earthquake, fire, excessive wind and other weather events or accidents, abuse, misuse, negligence or other events beyond Centrica’s control.
- (2) Owner’s failure to operate or maintain the Work in accordance with accepted industry practice or specific instructions provided by Centrica or the applicable manufacturer/vendor manual(s).

- (3) Damage caused by strikes by objects such as balls, bullets, dirt, dust, bird excrement, animals, insects, foliage, or algae growth.
- (4) Roof leaks caused by ordinary wear and tear, or water entering into a fitting, accessory, or other material not installed by Centrica.
- (5) Any material or product connected to the Work that was not installed by Centrica as part of the Work.
- (6) Altering, removing, re-installing, or repairing any part of the Work without prior written consent from Centrica.
- (7) Pre-existing conditions at the site, including but not limited to unpermitted conditions, improper electrical wiring, defects in the roof structure, cracked or crumbling masonry or stucco.
- (8) Normal wear and tear, or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the Work.
- (9) Items which by their nature are consumable or expendable, such as filters or batteries.
- (10) Defects or damage that are the result of contraction or expansion or earth movement or settling not caused by defective workmanship (even if caused by ordinary weather conditions) or the result of other typical or ordinary characteristics of building materials supplied by Centrica or its subcontractors.
- (11) Theft or vandalism.

Transfer of Warranty

Centrica will accept and honor any valid and properly submitted workmanship warranty claim made during the Warranty Period by any Person who either purchases the Facilities/Project from Owner or to whom Owner otherwise properly transfers the Facility/Project, and Owner's rights and obligations hereunder will be automatically transferred to any such Person who purchases or receives the transfer of the Facilities/Project.

Upon Owner's consent, Centrica may assign its rights or obligations under this workmanship warranty to a third party that is professionally and financially qualified to perform such obligations. Owner's consent may not be unreasonably withheld, delayed or denied.

SCHEDULE 4 – NOT USED
INTENTIONALLY LEFT BLANK

SCHEDULE 5 – CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____

Date of Substantial Completion: _____

Owner Name: _____

Project Address: _____

This Certificate of Substantial Completion applies to all Work under the Contract dated _____ and any Change Order or other documents subsequently executed in relation to the Contract. The Work to which this Certificate applies has been inspected by authorized representatives of Owner and Contractor and is hereby declared substantially complete in accordance with Agreement. Punch List dated _____ attached hereto, identifies remaining Work to be completed.

Centrica Business Solutions Services, Inc.

By: _____

Date: _____

Acknowledged:

Owner: _____

Date: _____

By: _____

SCHEDULE 6 – INSURANCE

Centrica shall procure and maintain in full force and effect the following insurance coverages:

GENERAL LIABILITY

Each Occurrence:	\$2,000,000.00
Damage to Rented Premises (each occurrence):	\$1,000,000.00
Med Exp (Any one person):	\$ 10,000.00
Personal & Adv Injury:	\$2,000,000.00
General Aggregate:	\$2,000,000.00
Products - Comp/Op AGG:	\$2,000,000.00

AUTOMOBILE LIABILITY

Combined Single Limit (Each Accident):	\$2,000,000.00
--	----------------

UMBRELLA LIABILITY

Each Occurrence:	\$5,000,000.00
Aggregate:	\$5,000,000.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY LIMITS

E.L. Each Accident:	\$2,000,000.00
E.L. Disease - EA Employee:	\$2,000,000.00
E.L. Disease - Policy Limit:	\$2,000,000.00

PROFESSIONAL LIABILITY

Each Occurrence:	\$2,000,000.00
Aggregate:	\$2,000,000.00

SCHEDULE 7 – LIEN WAIVER

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - a. Date(s) of waiver and release: _____
 - b. Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (a) a right based on rescission, abandonment, or breach of contract, and (b) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: _____
Other: _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

File Attachments for Item:

. Order 27,847 - authorizing the execution of a Solar PV Maintenance & Production Guarantee Agreement with Centrica Business Solutions Services, Inc., relative to the annual maintenance of ground and roof mounted solar arrays located at 400 E. Offutt Street at an annual contract price not to exceed \$21,902 with the annual maintenance agreement commencing on the date notified in writing by Centrica that all of the conditions in respect of the systems have been met and shall continue for an initial term of five years with automatic renewal for up to two successive renewal terms of five years each unless earlier terminated in writing as specified in the contract terms

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

ORDER NO. 27,847

DATE: September 16, 2025

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

THAT, the Mayor be and is hereby authorized to execute a Solar PV Maintenance & Production Guarantee Agreement by and between the Mayor and City Council of Cumberland and Centrica Business Solutions Services, Inc., relative to the annual maintenance of ground and roof mounted solar arrays located at 400 E. Offutt Street at an annual contract price not to exceed Twenty One Thousand Nine Hundred Two Dollars and No Cents (\$21,902.00); and

BE IT FURTHER ORDERED THAT, this annual maintenance agreement shall commence on the date notified in writing by Centrica that all of the conditions in respect of the systems have been met and shall continue for an initial term of five (5) years with automatic renewal for up to two (2) successive renewal terms of five (5) years each unless earlier terminated in writing as specified in the contract terms.

Mayor Raymond M. Morriss

Council Agenda Summary

Meeting Date: 9/16/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Engineering Procurement and Installation Agreement with Centrica Business Solutions, Inc.

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

An order to allow the Mayor and City Council to accept an Engineering Procurement and Installation Agreement and Solar PV Maintenance & Production Guarantee Agreement with Centrica Business Solutions, Inc to install a solar array and replace the main switchgear at the Water Reclamation Facility.

The City entered into a Project Development Agreement with Centrica Business Solutions, Inc. in 2024 for the purposes of determining energy savings projects. The outcome of the process identified two projects that can move forward to provide energy savings over the life of the agreement. The savings from the solar array will offset the construction of the switchgear and hedge future electrical rate increases.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

**SOLAR PV MAINTENANCE
& PRODUCTION GUARANTEE AGREEMENT**

THIS SOLAR PV MAINTENANCE & PRODUCTION GUARANTEE AGREEMENT ("Agreement") is made the ____ day of _____, 2025 ("Effective Date") by and between: Centrica Business Solutions Services, Inc., a New York corporation with an address at 2111 Ellsworth Boulevard, Malta, New York 12020 ("Centrica"), and Mayor and City Council of Cumberland, a Maryland municipal corporation, with an address at 57 N. Liberty Street, Cumberland, MD 21502 ("Owner"). Centrica and Owner are sometimes referred to in this Agreement, individually, as a "Party" and, collectively, as the "Parties."

RECITALS:

WHEREAS, Owner desires to engage Centrica to provide annual maintenance service ("Maintenance Service") at its facility located at 400 E Offutt Street, Cumberland, MD 21502 (the "Site") on the 700 kW AC ground mount solar array and multiple roof-mounted solar arrays totaling 183 kW AC. ("Systems"). The Maintenance Service is more specifically described in the **Schedule 1 – Scope of Services**;

WHEREAS, Owner further desires to engage Centrica to provide a production guarantee for the Systems;

WHEREAS, Centrica is willing to provide and/or arrange for such Maintenance Service and to provide a production guarantee in accordance with **Schedule 2 - Solar Power Production Guarantee**.

WITNESSETH:

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the Parties mutually agree as follows:

1. **Term.** This Agreement, including both Maintenance Service and performance guarantee, shall commence on the Maintenance Start Date, as defined below, and continue for an initial term of five (5) years. Thereafter, this Agreement shall automatically renew for up to two (2) successive renewal terms of five (5) years each, unless earlier terminated in accordance with Section 12.

"Maintenance Start Date" shall be the date notified in writing by Centrica to Owner on which all of the following conditions in respect of the Systems have been met: (i) substantial completion has occurred; (ii) all remote monitoring equipment has been installed and is reporting as expected; and (iii) all performance readings are within the expected operating range.

2. **Annual Contract Price.** The annual contract price ("Annual Contract Price") is annual fee Centrica charges Owner for Maintenance Services under the terms of this Agreement.
 - a. **Amount of Annual Contract Price.** Except as provided in the subsections below, the Annual Contract Price shall be \$21,902.00/yr. If the Maintenance Start Date is delayed beyond August 31, 2026, for reasons beyond Centrica's control, the Annual Contract Price of \$21,902 shall be reasonably adjusted to account for documented additional costs associated with the delay.
 - b. **Annual Contract Price Due Date.** The Annual Contract Price is due immediately upon the Maintenance Start Date and each anniversary date thereafter. Owner shall pay Centrica for Additional Repair work performed, net thirty (30) days following presentation of an invoice by Centrica to Owner in the manner set forth in subsection (c) below. The Annual Contract Price and Additional Repair rates shall increase

by 2% or the rise in the employment cost index for private industry workers, compensation, not seasonally adjusted ("ECI") over the prior year, whichever is greater, each year on the day of anniversary of the Maintenance Start Date starting in Year 6 of the term. In the event the particular index for the ECI is no longer available, the parties shall agree upon a substitute index.

- c. **Invoices.** Invoices for payment will be sent to the following representatives of Owner :

City Engineer (currently Robert Smith)
City of Cumberland Public Safety Building
20 Bedford Street
Cumberland, MD 21502
robert.smith@cumberlandmd.gov

City Administrator (currently Jeff Silka)
City of Cumberland, City Hall
57 N. Liberty Street
Cumberland, MD 21502
Jeff.silka@cumberlandmd.gov

City Comptroller (currently Mark Gandolfi)
City of Cumberland City Hall
57 N. Liberty Street
Cumberland, MD 21502
mark.gandolfi@cumberlandmd.gov

The invoices shall be emailed or hand-delivered to all three (3) of the persons identified above. The date of emailing or hand-delivery shall be deemed to be the date of the invoice.

- d. **Disputes.** If there is any dispute about any amount invoiced by Centrica, Owner agrees to promptly pay the amount not in dispute when due. Notwithstanding the foregoing, Owner will be deemed to have no disputes with respect to a Payment Application if Centrica does not receive written notice from Owner that it disputes the amount invoiced within ten (10) days after Owner's receipt of a Payment Application. .
- e. **Late Payments.** Any payment not received within forty-five (45) days of receiving an invoice shall accrue interest from the date it becomes due and payable until the date that it is paid at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law.
3. **Scheduled Maintenance.** Centrica or its designated subcontractor shall provide the Maintenance Service, notifying Owner of the impending Maintenance Service call(s) by Centrica. Centrica shall be given unimpeded access to the work site and the Systems for the purpose of performing the Maintenance Service. Free parking on-site and an on-site unloading area shall be provided at no cost to Centrica. Pre-scheduled Maintenance Service calls that Owner cancels after the technician is on the way are subject to the greater of four (4) hour minimum charge or travel costs and labor time incurred. Unless approved by Owner, all Maintenance Service shall be provided between 7:00 a.m. and 7:00 p.m.
4. **Additional Repairs.** As part of the Maintenance Service, if it is observed that additional repairs are required ("Additional Repair"), such repairs will be brought to the attention of Owner and, to the extent approved, Centrica shall perform the work and shall be paid in accordance with **Schedule 1 (Scope of Services)**.

5. **General Maintenance & Owner Responsibilities.** Owner shall, at all times, be responsible for: (i) all maintenance services not set out in Schedule 1 (to the extent any are required); and (ii), maintaining all supporting or connected systems and facilities, in good repair and operable condition. If repairs are found to be required, Centrica shall, upon Owner's request, submit proposed repair charges for Owner's review and approval.

Each Party shall designate one person and one backup person (if desired) as their primary representatives to facilitate and coordinate the scheduling of services outlined in Schedule 1. It is understood that these contacts may change from time to time, and the parties are responsible for notifying one another of any such changes. The primary representatives at the signing of this agreement are:

For Owner:

Robert Smith
City Engineer
City of Cumberland Public Safety Bldg
20 Bedford St.
Cumberland, MD 21502
759-6601
robert.smith@cumberlandmd.gov

For Centrica:

Steven Hess
Manager of Assets and Services
2111 Ellsworth Boulevard
Malta, New York 12020
845-535-4435
steven.hess@centrica.com

6. **Performance Guarantees.** Centrica's sole performance guarantees regarding the System's solar power production are set forth in **Schedule 2 - Solar Power Production Guarantee**. Centrica makes no other guarantees, representations, or warranties regarding the performance, efficiency, or output of the Systems. For clarity, the guaranteed annual production is expressly contingent upon: (i) Centrica's provision of the Maintenance Services described herein, except as otherwise provided herein; and (ii) the completion of any additional repairs or remedial work recommended or required by Centrica.
7. **Insurance.** Centrica shall carry the insurance required under Section 7 of the Engineering Procurement & Installation Agreement between Owner and Centrica on the same date as this Agreement.
8. **Emergency.** In the event emergency repair is needed the parties are to contact the individuals identified in Section 5 above. Arrangements will be made to have a technician dispatched as soon as possible.
9. **Warranty.** All Maintenance Services performed by Centrica shall be carried out in a good and workmanlike manner. This workmanship warranty shall remain in effect for a period of ninety (90) days from the completion of the applicable Maintenance Service (the "Warranty Period"). If during the Warranty Period any Maintenance Service proves deficient, Centrica shall, upon written notice from Owner received within the Warranty Period, correct the deficiency expeditiously. The Warranty Period shall be extended by ninety (90) days from the date the corrections are made. It shall be voided and of no effect if (i) the subject of the Maintenance Service has been subject to accident, misapplication, environment contaminant, corrosion, damage, improper passivation, abuse or misuse not caused by Centrica, (ii) Owner or any third-party has modified the subject of the Maintenance Service, (iii) Owner has used the subject of the Maintenance Service after discovery of the defect without Centrica's prior written consent. OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTY SHALL BE THE CORRECTION OF THE DEFICIENT MAINTENANCE SERVICES, PROVIDED NOTICE IS GIVEN DURING THE WARRANTY PERIOD, AND IF CENTRICA IS NOT ABLE TO MAKE THE CORRECTION,

WITHIN TWENTY-EIGHT (28) DAYS AFTER WRITTEN NOTICE, THEN AT ITS EXPENSE, CENTRICA SHALL RETAIN THE SERVICES OF ANOTHER CONTRACTOR TO PERFORM THE WORK.

10. **Backcharges.** No backcharges will be paid or allowed unless Centrica is notified in writing and either (i) Centrica provides prior written approval, or (ii) if Centrica does not provide that approval, the procedure set forth in Section 2.d hereinbefore shall apply.
11. **Limitation of Liability.** In no event shall Centrica or Owner or their respective Affiliates be liable for indirect, special, incidental or consequential damages, whether arising from contract, tort or strict liability, at law or in equity, including but not limited to, loss of profits or revenue, economic loss, "down time", lost production or failure to meet contractual obligations. The aggregate liability of Centrica or Owner arising out of or in connection with this Agreement shall in no event exceed the total Annual Contract Price then in effect..
12. **Termination.**
 - a. **Termination by Centrica.** Upon ten (10) days' written notice to Owner, Centrica may, in addition to any other rights or remedies it has, terminate this Agreement if Owner fails to pay Centrica as required by the Agreement. Upon termination by Centrica, Owner shall pay Centrica all fees earned up to the date of termination, plus the remaining balance of any unpaid Annual Contract Price for the rest of the Agreement's term.
 - b. **Termination by Owner.** After thirty (30) days' written notice to Centrica of a material breach of the Agreement and Centrica's failure to correct it (or if it cannot be corrected within thirty days, diligently and continuously performing efforts until cured), Owner may terminate the Agreement for cause. Owner shall then undertake to perform any necessary corrective work, and Centrica's Annual Contract Price shall be adjusted to cover any additional costs incurred by Owner.
 - c. **Term Structure and Renewal.** Either party may elect not to renew the Agreement for a renewal term by providing the other party with no less than sixty (60) days advance written notice during the final year of the then-current term.
13. **Applicable Law.** This Agreement will be governed and construed in accordance with the laws of the State of Maryland, without reference to choice of law provisions. Any proceeding between the Parties shall be commenced and maintained in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland.
14. **Force Majeure.** "Force Majeure" means any event, circumstance or condition, other than for payment owed under this Agreement, beyond the reasonable control of the affected Party, including, without limitation:
 - a. Any change in law, regulation, code, permit condition, governmental policy, or utility standard that increases the cost of performance or expands the scope of services performed by Centrica, including the imposition of any new tax, tariff, or levy;
 - b. Any unforeseen change in physical conditions at the site on which the Systems are located, including subsurface or latent conditions, or the presence of hazardous materials not previously identified;
 - c. The obsolescence, unavailability, or withdrawal of support for equipment, software, or technology required by Centrica in connection with this Agreement, where replacement or continued use would be commercially impracticable, as determined by Centrica acting reasonably;

- d. Acts of God, natural disasters, or extreme weather events, including but not limited to floods, earthquakes, hurricanes, storms, lightning, or other environmental catastrophes;
- e. War (declared or undeclared), armed conflict, acts of terrorism, civil unrest, rebellion, sabotage, or military actions, including damage resulting from any such acts;
- f. National or regional labor strikes, lockouts, slowdowns, or other labor disputes, whether involving the affected Party's workforce or third parties, that impact the performance of this Agreement;
- g. Any act, order, directive, or failure to act by any Governmental authority, including denial or delay in issuance of any required approval, permit, or license, or compliance with any governmental requirement not in effect as of the signature date of this Agreement;
- h. Epidemics, pandemics, outbreaks of infectious disease, or other public health emergencies, including any related government-imposed travel or work restrictions;
- i. Inability or delay in obtaining labor, equipment, materials, parts, or services essential for the performance of this Agreement, provided such inability is not caused by the affected Party's negligence or breach;
- j. Delay or failure by third-party suppliers, subcontractors, or utility providers, where such delay or failure is caused by a Force Majeure event affecting them and not attributable to the affected Party's fault or mismanagement;
- k. Cyberattacks, cybersecurity incidents, or other malicious or unauthorized acts affecting systems essential to the delivery of the Services.

The occurrence of a Force Majeure event shall entitle the affected Party to a reasonable adjustment to the time for performance and/or equitable adjustment to the Annual Contract Price, to the extent directly caused by such event, subject to the procedural requirements of this Agreement. The affected party shall notify the other in writing, as to the nature and cause of such Force Majeure event, exercising commercially reasonable efforts to minimize such effects.

15. Intellectual Property and Ownership of Deliverables.

- a. All intellectual property rights, including but not limited to any methodologies, software, tools, know-how, and data models developed, used, or incorporated by Centrica in connection with the performance of this Agreement or creation of any deliverables (collectively, "Centrica IP"), shall remain the exclusive property of Centrica.
- b. Notwithstanding the foregoing, Owner shall own all physical and digital deliverables, reports, and other tangible outputs provided by Centrica under this Agreement (collectively, the "Deliverables"). Owner shall have a perpetual, non-exclusive, royalty-free, and transferable right to use, copy, modify, and distribute the Deliverables for its internal business purposes, provided that such use does not infringe the Centrica IP rights embedded in or underlying the Deliverables.
- c. Nothing in this clause shall restrict Owner's use of any data, analysis, or conclusions contained in the Deliverables, nor limit Owner's ability to share such Deliverables with third parties for legitimate business purposes.

15B. Confidentiality/Maryland Public Information Act.

A. As defined in the Maryland Public Information Act ("MPIA") and in applicable case law, "confidential commercial information" and "trade secrets" may not be supplied in response to a request for public records. The parties agree that the milestone pricing set forth in Schedule 2 is confidential information which may not be released under the MPIA unless Owner is legally compelled to produce it.

B. Nothing in this Agreement shall be construed to require Owner to withhold disclosure of any Confidential Information if such disclosure is required by the MPIA or other applicable law, regulation, or court order.

C. Owner shall not be liable for disclosure of records that it reasonably determines must be disclosed under the MPIA.

D. The term Confidential Information does not include any information which (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of an unauthorized disclosure by Owner), (ii) was available to Owner on a non-confidential basis from a source other than the discloser, provided that such source is not and was not known by Owner to be bound by a confidentiality agreement or other duty of confidentiality that protected the Confidential Information, (iii) has been independently acquired or developed by Owner without violating any of its obligations under this Agreement and without use of or reference to any Confidential Information, or (iv) was in the lawful possession of Owner prior to disclosure.

E. If time and circumstances reasonably allow, Owner shall use reasonable efforts to consult with Centrica regarding the potential redaction of other Confidential Information before making any disclosure. If such consultation is not practicable due to time constraints or other considerations, Owner shall, to the extent permitted by law, notify Centrica promptly after any such disclosure is made. For the avoidance of doubt, nothing in this Agreement shall be construed to require the Owner to act in a manner that would place it in violation of the MPIA or any other applicable law or regulation. In the event of any conflict or inconsistency between this Section 15B and the MPIA, the terms of the MPIA shall prevail.

F. The Owner's obligations under this Section 15B shall expire three (3) years from the date of this Agreement.

16. Subcontractors. Centrica may subcontract the performance of any or all of its obligations under this Agreement without the prior consent of Owner.

17. Removal of Equipment, Etc. at End of Agreement. Upon expiration or termination of this Agreement, Centrica shall remove any monitoring equipment or software and shall cooperate reasonably with any transition to a new provider, provided that any post-termination services or data transfer shall be subject to a separate agreement and fees.

18. Jury Trial Waiver. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OF THEM MAY BE PARTIES ARISING OUT OF, AS AN INCIDENT TO, 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 THEY 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.

19. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be severed and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired. The Parties further agree that any such invalid, illegal, or unenforceable provision shall be reformed and construed so as to be valid, legal, and enforceable to the maximum extent permitted by law, consistent with the intent of the Parties as reflected in this Agreement.

20. No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights

hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

21. Binding Effect. This Agreement shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives, and permitted assigns.

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

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Appending the signature and notary pages of one counterpart to the other complete counterpart shall suffice for these purposes. Signed email or electronic counterparts (excepting those sent by facsimile transmission) and copies of signed counterparts shall be treated the same as and deemed to be originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CENTRICA BUSINESS SOLUTIONS
SERVICES, INC.

By: _____
David Derstine, VP Services

MAYOR AND CITY COUNCIL OF
CUMBERLAND

By: _____
Raymond M. Morris, Mayor

Schedule 1
(Scope of Services)

[#] of Solar PV Inspections (per annual term), included in Annual O&M Fee: 1 (One)

[#] of Module Washing services (per annual term), included in Annual O&M Fee: 0 (Zero)

Solar Preventative Maintenance Inspection

- PV Modules and DC Electrical System
 - Onsite IR Inspections – DC
 - **DC Combiners and Disconnects.** Open combiners, inspect for discoloration, signs of arcing or faults, defects, missing or blown fuses. Capture IR images of combiners and DC disconnects. Re-torque any connections displaying high resistance heat (if possible). Capture before and after IR images of any corrective actions.
 - Visual Inspections and Maintenance – DC
 - **Arrays.** Inspect arrays for soiling, evidence of pest infestation, water pooling, vegetation growth, shading or damage. Photo-document general condition of each array, noting location of any issues requiring remediation beyond PM visit time allocation.
 - **Racking Structures, Ballast Blocks.** Inspect for mechanical integrity, corrosion, settling, damage, pest infestation, and any condition impacting safety, performance or serviceability. Photo-document general conditions and any abnormalities.
 - **DC Combiners, Disconnects and Raceways.** Inspect enclosures and raceways for mechanical integrity, corrosion, damage, and evidence of overheating, moisture intrusion, or pest infestation. Verify proper operation of DC disconnects.
 - **Modules.** Inspect for integrity of electrical and ground connections, wire management, visible defects or damage, and proper and secure attachment to racking structures or trackers. Photo-document any damaged modules, noting locations and serial numbers
 - **Grounding System.** Inspect grounding system connections for mechanical and electrical integrity, corrosion, and damage. Spot check torques.
 - Testing – DC
 - **Grounding System.** Perform electrical resistance testing to verify continuity of grounding systems on all major equipment. Measure current on ground conductors and test for ground faults.
 - **DC-Side Surge Protection Devices.** Determine status of SPDs through visual inspection or electrical testing as required by device manufacturer. Note deficiencies in service report.
- Inverters and AC Electrical System

- Onsite IR Inspections – AC
 - **Inverters - IR Inspection.** Open inverter termination cabinets, inspect for discoloration, signs of arcing or faults, and defects. Capture IR images of inverter terminations. Re-torque any connections displaying high resistance heat (if possible). Capture before and after IR images of any corrective actions.
 - **AC Panels and Disconnects.** Capture IR images of AC Panels and Disconnects. Note any connections displaying high resistance heat. Capture before and after IR images of any corrective actions.
- Visual Inspections and Maintenance – AC
 - **Inverters - Visual Inspection.** Inspect enclosures for corrosion, damage, mechanical integrity, and evidence of overheating, moisture intrusion, or pest infestation. Inspect inverter display screens for cracking or evidence of thermal fatigue. Verify proper operation of inverter circuit breakers. Verify fan operation, filter condition, and proper cooling airflow. Clean fans, heat sinks, and clean or replace filters as necessary to ensure optimal cooling. Photo-document each inverter during inspection, and before and after any corrective actions.
 - **Inverters - Warranty Preservation.** Perform all inspections and preventative maintenance procedures required by the manufacturer. Adequately document required inspections & service procedures to preserve inverter warranties.
 - **AC Panels, AC Disconnects and Raceways.** Inspect enclosures and raceways for mechanical integrity, corrosion, damage, and evidence of overheating, moisture intrusion, or pest infestation. Verify proper operation of AC disconnects and breakers.
- Testing – AC
 - **Surge Protection Devices - AC.** Determine status of SPDs through visual inspection or electrical testing as required by device manufacturer and replace any that are faulted.
- Data Acquisition System and Instrumentation
 - **DAS Equipment.** Inspect enclosures and raceways for mechanical integrity, corrosion, damage, and evidence of overheating, moisture intrusion, or animal nesting.
 - **Meteorological Stations, Reference Cells and Soiling Stations.** If present, visually inspect sensor clusters and/or reference cells to verify secure mounting and free of debris and obstructions. Clean the dome or window of irradiance sensors per the manufacturer's recommended procedure even if there is no apparent soiling. If a soiling station is installed, wash the "clean" module and photo-document the station.
 - **Module Temperature Sensor.** Inspect back of module temperature sensor to ensure proper and secure attachment. Re-attach sensor if improperly secured.
- Site Maintenance
 - **Roof & Site Condition Monitoring.** Inspect and photo-document general condition of roof surfaces including debris, drainage, pooling and staining, degradation of roofing materials, racking wear pads, and flashings. Inspect site for vegetation growth or accumulation which could shade arrays and impact PV production.
 - **Pest Infestations.** Inspect and photo-document evidence of any wildlife or pest infestations on the project site noting locations.

- **Safety Equipment and Placards.** Verify applicable signage and placards are present and legible. Photo-document any deficiencies noting locations, including, if applicable, any system specific safety equipment such as fire extinguishers.
- **Erosion and Drainage.** Inspect project site for evidence of erosion greater than 3" wide and 3" deep, or which could reasonably be expected to hamper safety or project serviceability. Photo-document areas impacted by erosion noting locations.
- **General Site - Roads, Fences, Gates, Lighting, Security.** Inspect and photo-document condition of any roads to access or traverse the project site. Inspect perimeter fences and gates for integrity and security. Inspect any lighting fixtures on project site. Inspect any security cameras or devices on project site for integrity and evidence of vandalism
- **Housekeeping.** Inspect project site for excessive rubbish or debris buildup. Remove reasonable amounts of rubbish and debris. Photo-document excessive amounts noting locations.

2. Reporting

Within fifteen (15) business days after completion of the annual Maintenance Service, Contractor shall notify Client of the work performed by providing a report and interpretation of inspection results, recommendations for performance improvement, relevant observations, and photos of any equipment which shows signs of damage, disrepair, extreme weathering, requiring further attention or maintenance. Any items flagged during inspection will be assigned one of the following impacts:

High Priority: Finding of condition that currently exists, or could result in, a reduction of system output by greater than 10% of expected maximum power capacity. Examples include damage to or incapacitation of central inverter, transformers, or switchgear.

Medium Priority: Finding of damage to or incapacitation of minor equipment (combiner box/string inverter) or communication loss (for example, cell modem) that does not affect the maximum power capacity of the system by more than 10%.

Low Priority: Finding of damage to or incapacitation of a source circuit, module(s) or communication device (for example, weather station), or other minor issue identified at facility that may not be directly affecting output of system (pest or other infestation, as example).

3. Monitoring Services

Should PV facility be equipped with monitoring through the AlsoEnergy PowerTrack™ web-based monitoring platform, Centrica or designated Contractor shall utilize PowerTrack to create a reasonable monitoring alert scheme that shall alarm Centrica in the event of a performance anomaly. Centrica shall remotely investigate all alarms within 72 hours and if necessary, dispatch a technician for investigative services or provide Owner with a proposal for investigative services on site. Centrica shall contact equipment manufacturer should any product warranties be intact and product replacement covered under warranty terms. Centrica shall not be responsible for any failure of manufacturers to provide remedy or replacement of parts under product warranty. All investigative service visits shall produce a service report outlining the work completed, any findings, and recommended next steps. This service report shall be included with any invoice for Additional Services.

4. Module Cleaning (if purchased)

Module washing services will be completed with industry methods and hardware with the exact tools and delivery of cleaning dependent upon the location of water access (if Owner supplied) and/or the physical layout of the modules on location (rooftop, ground mount, canopy, etc). Most cleanings will utilize a mobile water pump and a rotating soft-bristle brush to gently lift and rinse any debris from the face of the modules. Your system cleaning quote was prepared with the following assumptions:

- o Water shall be provided by Owner, with water bib supplied by a ¾" line with minimum 40 psi and 10 gpm, no more than 200 feet from module location.
- o Mounting type: Pitched Roof, Ground Mount

5. Production Guarantee Services

Except as otherwise expressly provided in this O&M Agreement, during the Production Guarantee Term, Centrica shall be responsible for performing, at its sole cost and expense, the identification of failed hardware or products, compliance with applicable submission requirements, removal of defective components, and labor necessary for replacement, provided such hardware or products qualify for repair or replacement under a manufacturer's warranty or warranty for defective workmanship.

Centrica's obligations under this Section shall not apply in the following circumstances:

- o The affected product or hardware is subject to a recall or has been designated as having an epidemic failure.
- o The manufacturer refuses or fails to honor its warranty obligations, including but not limited to situations involving bankruptcy, insolvency or other forms of financial distress.

In all cases, Centrica shall use commercially reasonable efforts to pursue warranty claims on the Customer's behalf and shall provide the Customer with all documentation reasonably required to support any further pursuit of remedies by the Customer.

6. Emergencies / Additional Services

"Emergency" means an event occurring at or impacting the site or the Systems that (a) poses actual, or imminent risk of, (i) serious personal injury or death or (ii) material physical damage to the Site or the Facility; and (b) requires a good faith determination by Contractor or Owner that immediate preventative or remedial action is necessary. In the event of any emergency, Contractor shall take such action as may be reasonable and necessary. All labor, equipment, fees and costs for responding to and addressing such emergencies or other recommended or required work, if not otherwise included in services listed within this agreement, *are not included* in the Annual Contract Price and shall be billed as Additional Services as follows.

Additional Services Rate Table

	Rate
Technician	\$ 200/hr
Technician Travel	\$ 120/hr
Licensed Electrician	\$ 250/hr
*4 Hour Service Call Minimum	
Billable Materials – 25% margin on cost, plus applicable tax (cost includes shipping) Rental Equipment – 25% margin on cost, plus applicable tax Labor time is calculated portal to portal (in addition to time worked) based on: i. Standard rates between 7:00 a.m. and 4:00 p.m. Monday thru Friday (“Normal Work Hours”), ii. Sunday – double the standard rate, iii. Federal holidays – two and half times the standard rate, and iv. All other time (ie. Saturday and after hours) – one and half times the standard rate.	

SCHEDULE 2 – SOLAR POWER PRODUCTION GUARANTEE

Definitions

Adjusted Annual Production (“AAP”). The Adjusted Annual Production, or AAP, is the value compared to the Guaranteed Annual Production, or GAP. AAP is based on adjusting the Measured Annual Production, or MAP, yearly values subject to the following conditions:

- **Availability.** System downtime due to utility interruptions and/or other interruptions, if any, that are not due to any fault of either Centrica or normal System operation shall increase the AAP value. Utility interruptions include delivered power characteristics (voltage, frequency, power factor, etc.) that fall outside inverter operating tolerances. The lost energy, in kWh, for the downtime will be added to the MAP for each hour of eligible downtime as specified by the performance model.
- **Monthly Solar Insolation.** For the twelve (12) month guarantee period where the measured monthly solar insolation is less than the TMY3 monthly insolation used in the performance model, the AAP value shall increase in proportion to the difference in insolation. The site insolation is measured at the plane-of-array pyranometer installed at, or near, the site and maintained by Centrica.
- **Soiling Impact.** Accumulation of soiling causing more than 10% impact to Systems production as measured by the onsite meteorological equipment and modeling of expected generation.

The monthly AAP value is calculated by multiplying the monthly MAP by the factor for insolation when the measured monthly value is less than TMY3. The factor is not included in the monthly AAP calculation if less than one (1).

Once the monthly AAP values are determined after each (12) month period, the AAP value for the annual guarantee review is the sum of all twelve (12) months and the eligible energy added for availability.

Avoided Cost. The Avoided Cost is the dollar value per kWh of energy that the Systems produce during each twelve (12) month period following the Maintenance Start Date.

Maintenance Start Date has the meaning given to such term in the main body of this Agreement.

Data Acquisition System (“DAS”). The system that displays historical meteorological and production data over an Internet connection and consists of hardware located on-site and software housed on Centrica or its subcontractor’s DAS server. The DAS measures and logs, at a minimum, the following parameters on a 15-minute average basis at the site: actual AC electricity production of the Systems (in kWh) and solar irradiance (in W/m²).

Solar Power Production Guarantee Term (“Production Guarantee Term”). The Production Guarantee Term or Term is the length of time, in years, that this Solar Power Production Guarantee is in effect, beginning the first of the month following the expiration of the initial Production Guarantee Term which followed the Maintenance Start Date.

Estimated Annual Production (“EAP”). The Estimated Annual Production or EAP is the estimated number of kilowatt-hours (kWh) anticipated to be generated by the Systems for the first year of Systems operation. The EAP is calculated based on the following:

- **Calculation Method.** EAP values were calculated using the HelioScope performance modeling software. The model inputs conform to prudent industry practices and are based on system performance

specifications defined by Centrica and typical environmental conditions determined by meteorological data collected at nearby weather stations.

- **Meteorological Data.** The environmental conditions used in the model are inputs from the National Renewable Energy Laboratory (NREL) National Solar Radiation Database “Typical meteorological Year 3” (TMY3) dataset.

Guaranteed Annual Production (“GAP”). Guaranteed Annual Production or GAP means that amount of energy to be produced in the future by the Systems, which is guaranteed by Centrica. The GAP is calculated as ninety percent (90%) of the Estimated Annual Production (EAP) for the first twelve (12) month period of Systems operation. GAP reduces each year due to standard module degradation. Such amounts are set forth in the following table (“Guarantee Table”):

Estimated Annual Production (EAP): 1,465,901 kWh
Guaranteed Annual Production (90% of EAP): 1,306,118 kWh

Year	Avoided Cost Rate (\$/kWh)	Degradation	Guaranteed kWh
1	\$0.1209	1.0%	1,306,118
2	\$0.1239	0.4%	1,300,893
3	\$0.1270	0.4%	1,295,690
4	\$0.1302	0.4%	1,290,507
5	\$0.1335	0.4%	1,285,345
6	\$0.1368	0.4%	1,280,204
7	\$0.1403	0.4%	1,275,083
8	\$0.1438	0.4%	1,269,982
9	\$0.1474	0.4%	1,264,903
10	\$0.1511	0.4%	1,259,843
11	\$0.1549	0.4%	1,254,804
12	\$0.1588	0.4%	1,249,784
13	\$0.1628	0.4%	1,244,785
14	\$0.1669	0.4%	1,239,806
15	\$0.1711	0.4%	1,234,847

For clarity, the Guaranteed Annual Production values set forth in the table above are provided for each year of the Agreement, up to a maximum of fifteen (15) years. If the Agreement expires or is terminated prior to the end of such fifteen (15) year period (including following the initial five (5) year term or any renewal term), Centrica’s performance guarantee shall apply only through the end of the then-current term, and shall automatically expire with the Agreement.

Measured Annual Production (“MAP”). The Measured Annual Production or MAP is the aggregate energy in kilowatt-hours (kWh) reported by the Systems’ generation meters, or parallel generation meters, included in the Systems for each twelve (12) month period during the Term. The generation meters and monitoring systems will be maintained by Centrica during the Performance Guarantee Term.

General

Centrica guarantees to Owner that the Systems will produce an amount of annual energy greater than or equal to Guaranteed Annual Production (GAP) values in the Guarantee Table, as such amounts are adjusted to the AAP.

Guarantee Review and Payment

Systems production will be reviewed following each twelve (12) month period to determine the following:

- **Excess Production.** If AAP is found to be greater than the GAP for the twelve (12) month period in review, no performance guarantee payment is owed. Any excess energy in kWh shall be carried forward as a surplus and may be applied as an offset against any production shortfall in the subsequent twenty four (24) months within the Performance Guarantee Term.
- **Production Shortfall.** Following close of each twelve (12) month period Centrica shall, upon Owner's request, provide Owner an annual report which includes the AAP and GAP. If AAP is found to be less than GAP, Centrica shall pay Owner an amount equal to the difference in kWh multiplied by the applicable Avoided Cost rate in kWh for that twelve (12) month period. Payment shall be made within 30 days of the close of the (12) month period. The production shortfall amount shall be adjusted for any carry forward of excess production from the prior twelve (12) month period only. Payment of the shortfall amount shall constitute Owner's sole and exclusive remedy with respect to the performance of the Systems.

Annual Report

Centrica shall provide an annual report to Customer within 60 days following the end of each 12 month period. The annual report shall contain the following:

- Details of guarantee review calculation including any adjustments applied and final payment or production surplus.
- Monthly performance records for the period, comparing actual system production to modeled performance as well as a weather-adjusted model using data captured by on-site meteorological sensors.
- Summary of all service tickets opened during the period with service category, impact, and date.
- Expected savings vs calculated savings for the period applying the avoided utility rate as specified in the table set out above.

Contingency for Equipment Failure

In the event of hardware, communication, or other failure affecting the DAS, Centrica will make reasonable efforts to resolve the failure in a timely manner. In the event that data is lost, actual generation for the Systems shall be adjusted to compensate for such lost data:

- In lieu of lost meteorological data, Centrica will utilize data obtained from a nearby meteorological station that Centrica monitors and selects for such purpose.
- In lieu of lost electricity data, Centrica will utilize the cumulative data from each System's available meter readings to calculate the electricity generated during the missing interval.

Owner Responsibilities

Throughout the Production Guarantee Term, and as conditions to the obligations of Centrica hereunder, Owner shall:

1. Promptly permit any repairs or remedial actions recommended or required by Centrica, such permission not to be unreasonably withheld or delayed and, in any event, to be granted within thirty (30) days of such request;
2. Remain in full compliance with all obligations applicable to Owner under this Agreement;
3. Provide Centrica personnel and representatives with reasonable access to the Systems and associated facilities, including during normal business hours or as otherwise agreed;
4. Not modify, alter, damage, service, shade, or repair any part of the Systems, their supporting structures, or associated wiring without Centrica's prior written consent;

5. Promptly repair any damage to the Systems not covered under Centrica's workmanship warranty or applicable manufacturer warranties;
6. Clean or rinse the Systems as needed or as required by Centrica to prevent excessive soiling of the PV Solar Modules, defined as causing a power loss of greater than ten percent (10%) due to accumulated dirt or debris;
7. Notify Centrica in advance of any site-specific safety rules, procedures, or access requirements applicable to Centrica's personnel, and where necessary, provide appropriate safety training or escort to ensure compliance with such requirements;
8. Provide, at no cost to Centrica, adequate on-site parking for Centrica's vehicles and personnel during service visits or other access periods.
9. Represent and warrant that the Systems shall be safely accessible and the Site shall be maintained in a manner that is suitable for Centrica's performance of the Services in accordance with this Agreement.

If Owner fails to comply with any of the obligations set out in this section, and such failure increases the cost, effort, or time required for Centrica to perform its obligations hereunder, Centrica shall be entitled to: (i) an equitable adjustment to the scope of work, the Annual Contract Price, and/or the applicable Production Guarantee; and (ii) invoice Owner for any stand-by time, mobilization, or demobilization costs incurred as a result of such non-compliance, including where Centrica personnel are delayed or unable to perform work due to restricted access, rescheduling, or other Owner-imposed constraints.

Exclusions

Centrica shall not be liable under this production guarantee for any lost electricity production, reduced system output, or underperformance to the extent caused by any of the following:

1. Damage to, destruction of, or unauthorized modification to the Systems or their components not caused by Centrica or its authorized agents;
2. Any failure, outage, or shortfall in production not attributable to a defect in Centrica's workmanship under the applicable workmanship warranty contained in this Agreement;
3. Externally-caused outages or interruptions, including but not limited to:
 - a. **Network Disturbance Hours** – hours during which fluctuations or abnormalities in utility grid parameters (e.g., frequency or voltage variations) cause disconnection of the Systems or their inverters from the utility network, thereby preventing the export or evacuation of energy;
 - b. **Network Outage Hours** – hours during which failures or interruptions in the utility distribution network, transmission system, or point of interconnection infrastructure prevent energy from being exported;
 - c. **Owner-Caused Hours** – hours during which any of the Systems is taken offline at the request of Owner or due to actions, omissions, or operational restrictions imposed by Owner;
 - d. **Major Maintenance Hours** – hours during which any System is non-operational to accommodate major maintenance or repair activities initiated or requested by Owner that fall outside the scope of Centrica's workmanship warranty or contracted Maintenance Services;
4. Obstructions to solar insolation due to shading or blockage from third-party structures, vegetation, or activities on adjacent properties, or other conditions outside Centrica's or Owner's control;
5. Theft, vandalism, or unauthorized tampering with the Systems;
6. Force Majeure events, including any unforeseeable circumstance or event beyond Centrica's reasonable control that materially impacts the performance of the Systems;
7. Any breach by Owner of its obligations under this Agreement, including failure to maintain the site on which the Facility is located in accordance with agreed standards;
8. Material changes in site conditions that adversely affect solar production, including but not limited to new construction, vegetation growth, or installation of additional equipment that causes shading or interferes with Systems performance;
9. Failure by Owner to permit or enable Centrica to perform timely repairs, perform routine maintenance, or otherwise carry out its obligations under the Agreement, including unreasonable delay in granting necessary access, approvals, or operational control.

10. Latent defects or workmanship issues arising from engineering, procurement, or construction (EPC) work, except to the extent such defects or issues are expressly included in the scope of the Maintenance Services under this Agreement.

Notification of Changes to Expected Energy

If Centrica determines that any event or condition described in the *Exclusions* or *Owner Responsibilities* sections has occurred and is reasonably expected to have an impact on Systems performance, Centrica shall notify Owner in writing, providing a description of the event and its expected impact. In such cases, Centrica may revise the Estimated Annual Production (EAP) to reflect the adjusted operating conditions, and such revised EAP shall form the new basis for assessing performance under the production guarantee, effective from the date of the event or such other reasonable date specified in the notice.

Transfer of Guarantee

Centrica will honor any valid and properly submitted Production Guarantee claim made during the Production Guarantee Term by a Person who has lawfully acquired the Systems from Owner, whether by sale or other transfer, provided that: (i) such Person is the lawful owner or operator of the Systems; (ii) the Systems remain at the original installation site and are unmodified; and (iii) Owner has notified Centrica of the transfer in writing, including the name and contact details of the transferee. Upon such transfer, the transferee shall be deemed to have assumed Owner's obligations under this Production Guarantee.

Centrica may assign its rights, or delegate its obligations, under this Production Guarantee to a third party without Owner's consent, provided that any such delegation of obligations shall be to a third-party professionally and financially qualified to perform such obligations.