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: January 06, 2026

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Presentations

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

Approval of Minutes

1. Approving the Closed Session Minutes, Open Session Minutes and Regular Meeting Minutes of December 16, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 4038 (*2nd and 3rd readings*) - authorizing and empowering Mayor and City Council of Cumberland to issue and sell (1)(A) general obligation bonds and (B) general obligation bond anticipation notes, each in an aggregate principal amount not to exceed $7,550,000, and (2) general obligation refunding bonds subject to the limitations provided for herein, in order to finance, reimburse or refinance costs of certain projects

New Business

(A) Ordinances

1. Ordinance 4039 (*1st reading*) - repealing Article I of Chapter 14 of the City Code pertaining to Health and Sanitation Nuisances and to reenact it with amendments

(B) Orders (Consent Agenda)

1. Order 27,929 - awarding an increment of the Choose Cumberland Relocation Package grant to Suzanne Klinejohn-Jones in an amount not to exceed $20,000 (City match $10,000, Grant $10,000), with the cumulative programmatic City amount not to exceed $100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development

2. Order 27,930 - authorizing the execution of a donation agreement between the Mayor and City Council of Cumberland and C Corp Leasing, Inc., for the donation of the parcels of real properties at 842 Dephart Drive, 846 Gephart Drive, 800 Maryland Avenue, 802 Maryland Avenue and 804 Maryland Avenue and improvements thereon, if any, to the City, and accepting the deeds effecting the transfer of said properties; and releasing certain reverter provisions in the deeds for two properties (107 N. Allegany Street and 619 Greene Street) previously conveyed by the City to the Owner

3. Order 27,931 - approving a Historic District Tax Incentive Program credit and assessment freeze for property at 204 Washington St. (Tax No. 06-014399) owned by John Pendleton, based on total eligible project costs of $38,219.29 for a Property Tax Credit of $3,821.93 valid for 3 years and a Property Tax Assessment Freeze for 2 years

4. Order 27,932 - declaring real property known as 124-126 Arch Street as surplus property to be offered for sale

5. Order 27,933 - accepting the proposal from Micro-Tech Designs for the WFP Main Filter Panel (City Project 2025-12-WFP) to perform PLC replacement to the Main Filter Panel in the cost not to exceed $110,410

6. Order 27,934 - approving the sole source purchase from Southern States Cooperative of heating oil for the Water Reclamation Facility and the Water Filtration Plant in the estimated amount of $54,740.00 for 23,000 gallons, being the current cost as of December 23, 2025

7. Order 27,935 - authorizing appointments to the Historic Preservation Commission

8. Order 27,936 - authorizing the revocation of an Outdoor Dining Lease Agreement, originally approved on October 21, 2025, by Order 27,868 between the Mayor and City Council and Uncle Jack's Pizzeria and Pub Inc., at the request of the Allegany County Liquor Board, effective 30 days from this date

9. Order 27,937 - approving the sole source purchase of garage door replacements at the Municipal Service Center and Public Safety Building from Overhead Door in the not to exceed cost of $87,249

10. Order 27,938 - accepting the proposal from CUES, Inc., for the purchase and installation of GraniteNET Asset Inspection and Decision Support software in the City CCTV truck and office in an amount not to exceed $35,000

11. Order 27,939 - accepting the bid from Carl Belt, Inc., for the Mechanic Street and Harrison Street Intersection Improvements Project (City Project 2024-06-PVG) in the amount not to exceed $384,597 and rejecting all other bids received for this project

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Approving the Closed Session Minutes, Open Session Minutes and Regular Meeting Minutes of December 16, 2025

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
2nd Floor Conference Room
Tuesday, December 16, 2025; 4:15 p.m.

On December 16, 2025, the Mayor and City Council met in public session beginning at 4:15 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to A) discuss Board and Commission appointments, B) receive legal advice from the City Solicitor relative to the terms and conditions of a particular lease agreement and C) receive the advice of the City Solicitor regarding the Tolling Agreement with CSX. Authority to close the session is provided by Sections 3-305(b)(1)(i) and (b)(7) 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: Council Members Richard Cioni, Jimmy Furstenberg, Eugene Frazier, and Brian Lepley

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton; City Clerk; and Michael Cohen; Solicitor; Robert Smith; City Engineer; and Chief James Pyles

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, December 16, 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; Ruth Davis-Rogers, Historic Preservation Planner; and Amy Baker, GIS Specialist

Media: Greg Larry from the Times-News, and Kathy Cornwell from WCBC

I. DISCUSSION SURROUNDING THE HISTORIC PRESERVATION PLANNER POSITION AND POSSIBLE REORGANIZATION

Mr. Silka discussed the Historic Preservation Planner job description and the proposal to merge positions to fill the opening. Due to the City's constantly changing needs, Code Enforcement was downsized years ago, with tasks split among staff, so there is no Planning Department with a dedicated planner today.

Cumberland does not have full-time historic Preservation needs, which is why Ruth's position also included other duties overseeing special projects, grant applications, and the Comprehensive Plan that fell outside of her capacity.

A job description outlining the duties required for the Historic Preservation/City Planner position has been drafted. The ideal candidate would have experience in Comprehensive Planning and knowledge of zoning. Mr. Silka believes Community Development could benefit from such a blended position, given the current focus on Code Enforcement and Revitalization.

II. DISCUSSION ON CORRECTING AND EXPANDING THE LOCAL HISTORIC DISTRICT

Mr. Silka advised that the current map contains errors and turned the discussion over to Ruth Davis-Rogers and Amy Baker.

Ruth explained that Doug Macy, while marketing 208 Market Street, mistakenly believed the location was eligible for tax credits under the Arts and Entertainment District. Research clarified that this was not true, and modifications would require discussions with the State of Maryland. Locally, a revision and approval from the Mayor and City Council can be sought to address the situation for the Historic District.

Historic Preservation is an economic driver that has generated over $10M in tax credits in downtown over the last four years. The location was an old brewery, so the size alone provides substantial space for conversion into a large business or housing. The tax credits would provide a nice incentive for the investment. Ruth turned the discussion over to Amy Baker to address some issues with the district mapping.

Amy reviewed the Ordinances that created the districts beginning in 1978 with the Historic Preservation Committee and showed on the presentation how the districts were later combined, forming the Canal Place Preservation District and what is known as the Local District.

The first boundary was done by hand, and parcels were designated to areas that did not belong. Since then, GIS technology has advanced, and the projections have changed. Research was conducted to identify the entities that owned the parcels. The proposal is to revise the parcel boundaries to align with the technical requirements.

III. CITY ADMINISTRATOR UPDATES

Mr. Silka noted that when the Historic Preservation Commission agenda was published, it was hacked, and anyone with business on the agenda received invoices from the County of Cumberland in Carlisle, PA. The incident was reported to the authorities immediately.

Mr. Silka and Ruth Davis-Rogers attended the Economic Mobility cohort in El Paso, Texas, last week, as part of a grant that was received. Engagement with a consultant showed how we could transform the attainable housing plan into an agency or 501 (c) (3) for a five-year strategic plan. The goal is to move people from renting to home ownership while providing education on home ownership in an effort to increase the demand for homes

IV. REVIEW OF THE PUBLIC MEETING AGENDA OF DECEMBER 16, 2025

Mr. Silka updated on the following agenda items:

- Order #5 is reconciling the 2024-25 budgets (*Mr. Silka reviewed specific areas of the summary with Council, see Handout)*
- Order #6 for the ENOUGH grant. Appreciation goes to Renee Knisely and Courtney Thomas-Winterberg for their assistance with the applications.

V. MAYOR AND CITY COUNCIL UPDATES

Winterfest was well attended and many stores remained open for the event.

With no further business at hand, the meeting adjourned at 5:59 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: December 16, 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; Chief Pyles and Chief Adams;

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:15 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, December 16, 2025 for the purpose of immediately closing the meeting to A) discuss Board and Commission appointments, B) receive legal advice from the City Solicitor relative to the terms and conditions of a particular lease agreement and C) receive the advice of the City Solicitor regarding the Tolling Agreement with CSX. Authority to close the session is provided by Sections 3-305(b)(1)(i) and (b)(7) of the General Provisions Article of the Annotated Code of Maryland

V. Presentations

1. Recognition of the Promotion of Sgt. Barry Fickes to Lieutenant and Sgt. Jason McCoy to Lieutenant

   Chief Pyles discussed Barry Fickes's career background before he began employment with the Cumberland Police Department in 2002. He advanced through the ranks and was promoted to Lieutenant on November 9, 2025.

   Chief Pyles discussed Jason McCoy's career background before he began employment with the Cumberland Police Department in 2011. He was named Police Officer of the Year in 2013 and served in multiple roles, including supervisory.

   A photo was taken with the Officers and the Mayor and City Council Members.

IV. Directors Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for November 2025

(B) Public Works

1. Maintenance Division Monthly Report for November 2025

(C) Fire Department

1. Fire Department Monthly Report for November 2025

(D) Police Department

1. Police Department Monthly Report for November 2025

(E) Utilities- Flood, Water, Sewer

1. Utilities Division Water/Sewer Monthly Report for November 2025

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 Open Work Session Minutes and Regular Session Minutes of December 2, 2025

VI. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person.

No comments were received

VII. Unfinished Business

(A) Ordinances

1. Ordinance 4031 (*2^{nd}&3rd readings*) - authorizing the transfer of Walnut Island to Sheila Brant for the purchase price of $15,032

   SECOND READING: Motion to accept the second reading was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

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

   THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

2. Ordinance 4032 (2^{nd}&3rd readings) – authorizing the transfer of 10 E. Fourth Street to Nelson Rivera for $1,500

   SECOND READING: Motion to accept the second reading was made by Council Member Lepley, seconded by Council Member Cioni, and was passed on a vote of 5-0.

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

   THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

3. Ordinance 4033 (2^{nd}&3rd readings) - authorizing the transfer of 26 E. Industrial Blvd. to Jonathan Pressman for the purchase price of $7,500

SECOND READING: Motion to accept the second reading was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

4. Ordinance 4034 (2^{nd}&3rd readings) - authorizing the transfer of 112 Springdale Street to BAM Realty LLC for the purchase price of $1,113

SECOND READING: Motion to accept the second reading was made by Council Member Lepley, seconded by Council Member Cioni, and was passed on a vote of 5-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

5. Ordinance 4035 (2nd&3rd readings) - authorizing the transfer of 215 Knox Street and 217 Knox Street to Covenant Keeper, Inc. for the purchase price of $2,000

SECOND READING: Motion to accept the second reading was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

6. Ordinance 4036 (2nd&3rd readings) - authorizing the transfer of 222 N. Lee Street to Bruce Carter for the purchase price of $750

SECOND READING: Motion to accept the second reading was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

7. Ordinance 4037 (2nd&3rd readings) - authorizing the transfer of 840 Gephart Drive to Phillips, Edwards and Grace, LLC for the purchase price of $5,286

SECOND READING: Motion to accept the second reading was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

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

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

VIII. New Business

(A) Ordinances

1. Ordinance 4038 (*1st reading*) - authorizing and empowering Mayor and City Council of Cumberland to issue and sell (1)(A) general obligation bonds and (B) general obligation bond anticipation notes, each in an aggregate principal amount not to exceed $7,550,000, and (2) general obligation refunding bonds subject to the limitations provided for herein, in order to finance, reimburse or refinance costs of certain projects

   FIRST READING: The ordinance was submitted in title only for its first reading. Motion to approve the first reading and table until next meeting was made by Council Member 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 Lepley, seconded by Council Member Frazier, and was passed on a vote of 5-0.

1. Order 27,912 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Daniel Malamis (DBA Cafe' Mark) for the use of the public right of way immediately in front of and adjacent to the property for a term effective November 1, 2025 through October 31, 2026
2. Order 27,913 - approving the purchase from Target Solutions Learning, LLC for the Vector Solutions management platform in the amount not to

exceed $12,635 for use by the Cumberland Fire Department for training, compliance and documentation management

3. Order 27,914 - rescinding the bid from Isniqi Nokshiqi for a 2010 GMC Sierra 1500 from the "2025 Sale of Surplus Equipment on GovDeals", originally authorized by Order No. 27,886, due to non-compliance with bid procedures; and accepting the bid of Barbara Shaffer for said vehicle

4. Order 27,915 - 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 an amount not to exceed $20,000 in grant funds to be used for consulting services for a Real Estate Development Plan to assist with downtown Cumberland's Revitalization Strategy, and authorizing the Comptroller to accept these funds

5. Order 27,916 - approving budget appropriations and transfers for fiscal year 2024-2025

6. Order 27,917 - authorizing the execution of the FY26 ENOUGH Grant Program agreement with the Maryland Governor's Office for Children for a total amount not to exceed $210,000 in grant funds to the City of Cumberland, in partnership with the Local Management Board of Allegany County, Inc., for the period November 1, 2025 through September 30, 2027; and authorizing the Comptroller to accept these funds

7. Order 27,918 - accepting the proposal from Micro-Tech Designs to perform PLC Replacement at the Water Reclamation Facility, including materials and labor for the GBT Panel and Dewatering Building Panel at a cost not to exceed $66,186

8. Order 27,919 - declaring real property known as 6 Oldtown Road as surplus property to be offered for sale

9. Order 27,920 - adopting the 2024 Cumberland Planning and Commission Annual Report

10. Order 27,921 - authorizing Special Taxing District residential exemption for 55 Baltimore Street in the amount of $353.14

11. Order 27,922 - authorizing the abatement of City Real Property taxes and interest for the properties at 301 E. Oldtown Rd., 229 Columbia St., 413 Broadway St., and 404 Chestnut St.
12. Order 27,923 - authorizing the execution of an Interconnection Agreement by and between the Mayor and City Council of Cumberland and Centrica Business Solutions Services, Inc., relative to the installation of a small generator facility with EDC's Electric Distribution System to be used for Level 2,3 and 4 interconnection requests as set forth in the Maryland Standard Small Generator Interconnection Rule
13. Order 27,924 - authorizing the Mayor or City Administrator to execute a Capital Projects Grant Agreement between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works, to provide funding for the "Evitts Creek Phase IV Project" (City Project 06-08-S) in the amount not to exceed $500,000
14. Order 27,925 - authorizing the City Administrator to increase staffing at the Water Reclamation Facility for FY26 with the hiring of 2 additional Operators-in-Training, bringing the number to 11 operators as the City will assume operations at the Heat Drying Facility and discontinue operations with the use of a third-party vendor
15. Order 27,926 - authorizing the acceptance of a FY26 Program Open Space Local Share Grant, administered by the Maryland Department of Natural Resources Board of Public Works, in the amount of $225,000 for restoration of the Fairmont Avenue Playground
16. Order 27,927 - accepting the proposal from Downtown Redevelopment Services for a Real Estate Development Plan to include market and demographic analysis, Downtown property assessment and programming and Redevelopment concepts and final plan in the amount not to exceed $20,000 utilizing previously awarded grant funding from a Technical Assistance Grant Program through the Maryland Department of Housing and Community Development
17. Order 27,928 - granting a 90 day extension on the Fourth Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally approved on May 6, 2025 by Order 27,704, which is believed to be in the best interests of the City

IX. Public Comments

No comments were received

X. Adjournment

With no further business at hand, the meeting adjourned at 6:47 p.m.

Minutes approved on____________________

Raymond M. Morriss, Mayor ____________________________

ATTEST: Allison K. Layton, City Clerk ______________________________

File Attachments for Item:

1. Ordinance 4038 (*2nd and 3rd readings*) - authorizing and empowering Mayor and City Council of Cumberland to issue and sell (1)(A) general obligation bonds and (B) general obligation bond anticipation notes, each in an aggregate principal amount not to exceed $7,550,000, and (2) general obligation refunding bonds subject to the limitations provided for herein, in order to finance, reimburse or refinance costs of certain projects

ORDINANCE NO. 4038

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED

AN ORDINANCE TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL OF CUMBERLAND (THE "CITY") TO ISSUE AND SELL FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, ONE OR MORE SERIES OF (1)(A) GENERAL OBLIGATION BONDS AND (B) GENERAL OBLIGATION BOND ANTICIPATION NOTES, EACH IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS ($7,550,000), AND (2) GENERAL OBLIGATION REFUNDING BONDS, SUBJECT TO THE LIMITATIONS PROVIDED FOR HEREIN, THE PROCEEDS OF THE SALE THEREOF TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING, REIMBURSING OR REFINANCING COSTS OF THE PROJECTS IDENTIFIED HEREIN AND RELATED COSTS; PROVIDING THAT THE MAYOR AND CITY COUNCIL, THE GOVERNING BODY OF THE CITY, BY RESOLUTION SHALL DETERMINE, APPROVE OR PROVIDE FOR VARIOUS MATTERS RELATING TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY, PAYMENT AND PREPAYMENT OR REDEMPTION OF AND FOR EACH ISSUED SERIES OF THE BONDS, THE BOND ANTICIPATION NOTES OR THE REFUNDING BONDS (COLLECTIVELY, THE "OBLIGATIONS"); PROVIDING FOR THE IMPOSITION OF AD VALOREM TAXES SUFFICIENT FOR, AND PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY TO, THE PAYMENT OF DEBT SERVICE ON THE OBLIGATIONS; PROVIDING THAT DEBT SERVICE ON THE OBLIGATIONS ALSO MAY BE PAID FROM OTHER

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LAWFULLY AVAILABLE REVENUE SOURCES; PROVIDING THAT CERTAIN ACTIONS MAY BE TAKEN OR PROVIDED FOR BY RESOLUTION IN CONNECTION WITH THE REISSUANCE OR MODIFICATION OF ANY OF THE OBLIGATIONS; PROVIDING THAT ANY OF THE OBLIGATIONS MAY BE CONSOLIDATED WITH OTHER OBLIGATIONS OF THE CITY AND ISSUED AS A SINGLE SERIES; AUTHORIZING, DIRECTING AND EMPOWERING CITY OFFICIALS AND EMPLOYEES TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE OBLIGATIONS; AUTHORIZING MODIFICATIONS OF THE OBLIGATIONS TO BE MADE BY RESOLUTION UNLESS ANOTHER ACTION IS REQUIRED; PROVIDING THAT THIS TITLE IS A FAIR SUMMARY OF THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR THE OBLIGATIONS.

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act, the Bond Anticipation Note Act and the Refunding Act identified herein (the “City”), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Enabling Act”), and Sections 81 and 82A of the Charter of the City, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper

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public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

2. The City has determined to undertake the public purpose projects described in Section 2(a) of this Ordinance.

3. The City has determined to authorize the issuance from time to time of one or more series of its general obligation bonds in order to finance, reimburse or refinance all or a portion of the costs of any of the public purpose projects described in Section 2(a) of this Ordinance and related costs, including costs of issuance.

4. Prior to issuing one or more series of the bonds authorized hereby, the City may need to obtain interim financing in order to finance, reimburse or refinance applicable project costs on a timely basis through the issuance from time to time of its general obligation bond anticipation notes in one or more series pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Bond Anticipation Note Act").

5. Subsequent to the issuance of any bonds provided for herein, the City may desire to currently refund or advance refund all or a portion of such bonds through the issuance from time to time of one or more series of its general obligation refunding bonds pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Refunding Act"), and any other applicable law.

6. The City has determined to pledge its full faith and credit and unlimited taxing power to the prompt payment of debt service on any issued series of the bonds, the bond anticipation notes or the refunding bonds authorized hereby.

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7. The method of sale of any bonds, bond anticipation notes or refunding bonds authorized hereby will be determined by the Mayor and City Council of the City, the governing body of the City (the "Mayor and City Council"), by resolution pursuant to the authority of the Enabling Act, the Bond Anticipation Note Act, the Refunding Act, Section 82A of the Charter, any other applicable law, and this Ordinance, as applicable.

8. As provided in the Charter, the City shall issue any bonds, bond anticipation notes or refunding bonds authorized hereby in accordance with the terms and conditions provided for in a resolution or resolutions to be adopted by the Mayor and City Council pursuant to the authority of the Enabling Act, the Bond Anticipation Note Act, the Refunding Act, Sections 81 and 82A of the Charter, any other applicable law and this Ordinance, as applicable.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1. (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in the Sections of this Ordinance that are not otherwise defined herein shall have the meanings given to such terms in the Recitals to this Ordinance.

(b) References in this Ordinance to any official or employee by title shall be deemed to refer (i) to any official or employee authorized under the Charter, the code of ordinances of the City (the "City Code") or other applicable law or authority to act in such titled official's or employee's stead if the position in question is vacant or during the absence, disability or unavailability of such titled official or employee, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a "deputy," "associate," or "assistant"

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capacity as such an official or employee, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official or employee commonly uses another title not provided for in the Charter, the City Code or other applicable law or authority, the official or employee, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to the "par amount" of any of the Bonds, the BANs, the Refunding Bonds or the Obligations (each as defined herein) shall be construed to mean the principal amount of such Bonds, BANs, Refunding Bonds or Obligations, as applicable.

(d) References in this Ordinance to the term "registered owner" with respect to the Bonds, the BANs, the Refunding Bonds or the Obligations shall be construed to refer to the owners in whose names such instruments are registered with the applicable registrar and, with respect to any references in this Ordinance to notice to or the consent of the registered owners of the applicable instruments not being required, shall also be construed to refer to the beneficial owners of such instruments when held in book-entry only form.

(e) It is the intention of the Mayor and City Council that if the position of the City Clerk is vacant or the incumbent City Clerk is absent, disabled or unavailable at any time the corporate seal of the City is to be impressed on or affixed to any of the Obligations or any related documents, agreements, instruments or certificates, that such impression or affixing of the City seal shall be attested to by the following City officials or employees in the following order of priority: (A) first, by any Assistant City Clerk, (B) second, if no Assistant City Clerk has been appointed or employed

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or in the absence, disability or unavailability of any incumbent Assistant City Clerk, by the City Administrator, (C) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the incumbent City Administrator, by any acting or interim City Administrator designated or appointed in accordance with the Charter, and (D) fourth, if no acting or interim City Administrator has been designated or appointed in accordance with the Charter or such incumbent official is absent, disabled or unavailable, by the Director of Administrative Services; provided that, no such official or employee may both execute any Obligation or related document, agreement, instrument or certificate on behalf of the City and attest to the impression or affixing of the City seal thereon; however, any such official or employee may both execute and attest to the impression or affixing of the City seal on any standard closing certificates.

SECTION 2. (a) Pursuant to the authority of the Enabling Act and Sections 81 and 82A of the Charter, the Mayor and City Council hereby determines to authorize and empower the City to borrow money and incur indebtedness from time to time for the public purpose of financing, reimbursing or refinancing costs of any one or more components of certain projects identified as follows: (A) new and/or replacement vehicles and heavy duty equipment (including, without limitation, patrol vehicles, pickup trucks, street sweeper replacements, a truck with a plow, backhoe attachments, skid steer attachments, an excavator, and a trailer), (B) facility and site improvements (including, without limitation, exterior and structural building improvements and renovations, roof replacements, a pool slide, camera system upgrades, a garage lift and garage doors), (C) street improvements, (D) various water system equipment, improvements and repairs (including, without limitation, SCADA system equipment and improvements, pumps, motors, cross connections program upgrades, hydrant/valve improvements, water main replacement, valve

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equipment, water lines, and filtration plant improvements, including but not limited to building design, gate operator replacement, security upgrades, and fencing), and/or (E) various sewer and flood system equipment, improvements and repairs (including, without limitation, SCADA system equipment and improvements, electrical equipment, solar power array and switch gear, a gate operator, pumps, grinders, sewer lines and related improvements, security upgrades, and junction box improvements), all for use by various City departments, including, without limitation, the Police, Fire, Engineering, Public Works, Parks & Recreation, Street, Municipal Parking, Water Distribution, Sanitary Sewer, and Flood Control Departments (the projects generally described in clauses (A) through (E) being referred to herein collectively as the "Projects" and, individually, as a "Project"), together with, in each such case as is applicable with respect to the respective Project components described in clauses (A) through (E), land and right-of-way acquisition and development; acquisition of other property rights; site and utility improvements, including, without limitation, grading, landscaping, paving and repaving, sidewalk, curb, gutter, storm water, water and sewer improvements, traffic control improvements, and related or similar activities and expenses; demolition, razing and removal; acquisition, construction, expansion, upgrading, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and equipping activities and expenses and related or similar activities and expenses; planning, design, architectural, engineering, feasibility, testing, surveying, document development, bidding, permitting, inspection, construction management, financial and legal expenses and other related or similar activities and expenses; contingencies; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); capitalized interest (whether or not expressly so stated); and any such costs that may represent the City's share or contribution to the financing or refinancing of any such Project (collectively, "Costs of the Projects" or "Costs").

(b) It is the intention of the Mayor and City Council that, without having to amend this Ordinance, unless an amendment is necessary to expand the definition of "Costs of the Projects," and without notice to or the consent of the registered owners of any issued series of the Bonds (or the registered owners of any issued series of the BANs), the proceeds of any issued series of the Bonds (or of any issued series of the BANs) may be spent on any applicable Costs of the Projects, including costs related to changes in the scopes of and/or identifications of any of the Projects effected through applicable budgetary procedures or applicable law.

(c) The Mayor and City Council, without having to amend this Ordinance, and without notice to or the consent of the registered owners of any issued series of the Bonds (or the registered owners of any issued series of the BANs), may allocate and reallocate the principal amount of any issued Bonds (and of any issued BANs) (exclusive of any premium realized upon sale and/or investment earnings that may be applied for such purposes) to be spent on Costs of the Projects among any of the Projects in compliance with applicable budgetary procedures or applicable law.

(d) The Mayor and City Council, by enactment of an ordinance that supplements and amends this Ordinance (a "supplemental ordinance") and, to the extent applicable, by adoption of one or more resolutions that supplement and amend any resolution or resolutions adopted pursuant to this Ordinance or that are adopted in furtherance of any such supplemental ordinance, and without notice to or consent of the registered owners of any issued series of the Bonds (or the registered owners of any issued series of the BANs), may reallocate any portion of the principal amount thereof to be spent on Costs of the Projects (as such definition may be amended by supplemental ordinance) of one or more additional projects identified in such supplemental ordinance and, in such event, (i) references in this Ordinance to the "Projects" shall be deemed to include the Projects identified in subsection (a) above and all such additional projects (unless any original or additional project is removed entirely from the definition of the Projects by a supplemental ordinance), and (ii) references in this Ordinance to "Costs of the Projects" and "Costs" shall be deemed to include any modifications to such definition, as applicable. After any such reallocation is made by supplemental ordinance, the Mayor and City Council, without having to further amend this Ordinance and without notice to or the consent of the registered owners of any issued series of the Bonds (or the registered owners of any issued series of the BANs), may reallocate the maximum principal amount of any issued series of the Bonds (or of any issued series of the BANs), to be spent on Costs of the Projects among all such authorized projects in compliance with applicable budgetary procedures or applicable law.

(e) Subject to the foregoing provisions, by resolution or as otherwise required by applicable law, and without notice to or the consent of the registered owners of any issued series of the Bonds (or the registered owners of any issued series of the BANs), the Mayor and City Council may determine or provide for the determination of, and subsequently reallocate, how any unexpended principal amount of any series of the issued Bonds (or any series of the issued BANs), net original issue premium realized upon sale and/or any investment earnings shall be expended, which may include, without limitation, on Costs of the Projects (including costs of issuance), and/or on debt service payable or prepayable on any such series of the issued Bonds (or on any such issued series of the BANs), to the extent not prohibited by applicable law.

SECTION 3. (a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act, Sections 81 and 82A

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of the Charter and this Ordinance, hereby determines to issue and sell from time to time, in one or more series, upon its full faith and credit, its general obligation bonds in an original aggregate principal amount not to exceed Seven Million Five Hundred Fifty Thousand Dollars ($7,550,000) (each, a "series of the Bonds" and, collectively, the "Bonds"). Any series of the Bonds may consist of one or more bonds and any such bond may be issued in installment and/or draw-down form. Any series of the Bonds may be issued in the current or any future fiscal year of the City.

(b) In the event the City issues any series of the BANs pursuant to Section 6 of this Ordinance, proceeds of the Bonds of any series in anticipation of which such series of the BANs was issued may be applied to prepay or pay principal, premium and/or interest on such series of the BANs in accordance with the provisions of the Bond Anticipation Note Act, and such application shall be deemed the payment of Costs of the Projects for purposes of this Ordinance.

SECTION 4. The proceeds of the Bonds shall be used and applied by the City exclusively and solely for the public purposes described or provided for in Sections 2 and 3 of this Ordinance.

SECTION 5. Pursuant to the authority of the Enabling Act, Sections 81 and 82A of the Charter and this Ordinance, the Mayor and City Council, prior to the issuance, sale and delivery of each series of the Bonds, shall adopt a resolution or resolutions specifying, prescribing, determining, providing for or approving such matters, details, forms (including, without limitation, the form or substantially final form of the Bonds of such series), documents or procedures as may be required by the Enabling Act, Sections 81 and 82A of the Charter or this Ordinance or as the Mayor and City Council may deem appropriate for the authorization, sale, security, issuance, delivery, payment, prepayment or redemption of or for such series of the Bonds. Any such resolution may, subject to the limitations of any applicable law, set forth, determine or provide for the determination of,

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provide for, or approve or provide for the approval of, among other matters, as applicable, the designation of such series of the Bonds; the date of issue of such series of the Bonds; the original aggregate principal amount of such series of the Bonds; the denomination or denominations of such series of the Bonds; the maturity or maturities of such series of the Bonds; the principal installment or installments (including, without limitation, serial maturities and/or mandatory sinking fund installments) payable on such series of the Bonds or the method of determining such principal installments; the rate or rates of interest, or the method of determining the rate or rates of interest, payable on such series of the Bonds, which may be fixed or variable; provisions for the payment of late fees, additional interest and/or penalties payable with respect to such series of the Bonds and/or adjustments to interest rates; the purchase price for such series of the Bonds (which may be at, above or below par value); provisions relating to the prepayment or redemption of such series of the Bonds at the City's option or by mandatory sinking fund payments; provisions allowing the registered owners of such series of the Bonds to put or cause the prepayment or redemption of the same at their option; the manner of selling such series of the Bonds, which may be either at public or private sale, and all matters in connection therewith; the specific Projects the Costs of which are to be financed, reimbursed or refinanced from proceeds of such series of the Bonds; any limitations on the Costs of the Projects on which the proceeds of such series of the Bonds may be expended; whether any net original issue premium shall be applied to reduce the principal amount of the Bonds to be issued for the intended purposes; provisions for the appropriation, disposal and/or investment of proceeds of such series of the Bonds; the manner of executing and sealing such series of the Bonds; unless otherwise required by applicable law, the selection of any bond registrar, paying agent, investment bidding agent or other appropriate service providers in connection with such series of the Bonds;

certifications, representations, determinations, designations or elections relating to the tax-exempt or taxable status of interest payable on such series of the Bonds; any other sources of revenue from which such series of the Bonds shall be payable in the first instance; and all other terms and conditions pursuant to which such series of the Bonds will be issued, sold and delivered, including, without limitation, any determinations to be made or provided for by resolution as contemplated by Section 82A(d) of the Charter to the extent not determined or provided for in this Ordinance. Among other matters, the Mayor and City Council by resolution may authorize, approve or otherwise provide for (i) payment of any commitment fee, breakage fee or similar fee and other costs payable in connection with any series of the Bonds (including, without limitation, other parties' legal costs and expenses), (ii) the obtaining of credit enhancement or liquidity enhancement for any series of the Bonds (and the negotiation, approval, execution and delivery of any documents or agreements relating thereto), and (iii) any other documents, agreements, instruments, certificates or determinations necessary or desirable to enhance the marketability of or as security for any series of the Bonds, including, without limitation, any ratings, any official statement or similar disclosure document or any continuing disclosure undertaking required to satisfy the requirements of Securities and Exchange Commission Rule 15c2-12. By resolution the Mayor and City Council may delegate to one or more City officials or employees the authority to make any of the determinations, approvals or decisions contemplated by this Section 5 with respect to a series of the Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the matters identified in this Section 5 for more than one series of the Bonds.

SECTION 6. (a) Pursuant to the authority of the Enabling Act, the Bond Anticipation Note Act, Sections 81 and 82A of the Charter and this Ordinance, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bond anticipation notes in an original aggregate principal amount not to exceed Seven Million Five Hundred Fifty Thousand Dollars ($7,550,000.00) (each, a series of the "BANs" and, collectively, the "BANs") prior to and in anticipation of the sale of any series of the Bonds in order (i) to finance, reimburse or refinance all or a portion of any one or more components of Costs of the Projects on an interim basis, (ii) to finance or reimburse any costs of issuance of such series of the BANs including, without limitation, legal and financial costs and costs of any credit enhancement or liquidity enhancement, and/or (iii) to pay capitalized interest on such series of the BANs. Any such series of the BANs may consist of one or more notes and any such note may be issued in installment form and/or draw-down form. Any series of the BANs may be issued in the current or any future fiscal year of the City. Prior to the issuance, sale and delivery of each series of the BANs, the Mayor and City Council shall adopt a resolution or resolutions pursuant to the authority of the Enabling Act, the Bond Anticipation Note Act, Sections 81 and 82A of the Charter and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the BANs, the types of matters, details, forms, documents or procedures and determinations detailed in Section 5 hereof that may be made or addressed by resolution with respect to each series of the Bonds, to the extent applicable with respect to such series of the BANs, and as otherwise may be authorized or required by applicable law. By resolution the Mayor and City Council may delegate to one or more City officials or employees the authority to make any determinations, approvals or decisions with respect to any series of the BANs. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 6 for more than one series of the BANs.

(b) The City hereby covenants (i) to pay from the proceeds of one or more series of the Bonds the principal of any series of the BANs actually issued, (ii) to the extent that interest on any series of the BANs actually issued is not paid from proceeds of such BANs, to pay the interest on such series of the BANs from the proceeds of one or more series of the Bonds, and (iii) to issue the applicable series of the Bonds as soon as there is no longer a reason for deferring its issuance. This covenant shall not be construed to prevent the City from paying principal of and/or interest on any series of the BANs from sources of funds other than proceeds of the Bonds, to the extent such other proceeds are available for such purpose.

(c) As authorized by the Bond Anticipation Note Act, by resolution the Mayor and City Council may provide for the renewal of any series of the BANs at maturity with or without resale, together with any amendments or modifications to or replacements of such series of the BANs and any related documentation.

SECTION 7. Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, any other applicable law and this Ordinance, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation refunding bonds (each, a "series of the Refunding Bonds" and, collectively, the "Refunding Bonds") for the public purpose of currently refunding or advance refunding all or any portion of the then-outstanding Bonds, including paying or reimbursing all or any portion of the following: (i) outstanding principal, prepayment or redemption premium and/or interest accrued or to accrue to the date or dates of prepayment, redemption, purchase or maturity

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of the Bonds or portions thereof to be refunded, (ii) costs and expenses incurred in connection with the issuance, sale and delivery of such series of the Refunding Bonds, including, without limitation, legal and financial costs and costs of any credit enhancement or liquidity enhancement, and (iii) to the extent determined or provided for by the Mayor and City Council by resolution, paying interest on such series of the Refunding Bonds, in each such case (A) for the public purpose of (1) realizing savings in the total cost of debt service on a direct comparison or present value basis, (2) debt restructuring that reduces the total cost of debt service, or (3) debt restructuring that the City determines is in its best interests, is consistent with the City's long-term financial plan, and realizes a financial objective of the City, including improving the relationship of debt service to any source of payment such as taxes, assessments or other charges, or (B) for any other purpose then authorized by the Refunding Act or other applicable law, as determined by the Mayor and City Council by resolution; provided that, the original aggregate principal amount of any such series of the Refunding Bonds shall not exceed one hundred thirty percent (130%) of the outstanding aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds may consist of one or more bonds and any such bond may be issued in installment form and/or draw-down form. Any series of the Refunding Bonds may be issued in any fiscal year of the City. Prior to the sale, issuance and delivery of each series of the Refunding Bonds, the Mayor and City Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the Refunding Bonds, the same types of matters, details, forms, documents, procedures and determinations detailed to be made in Section 5 hereof with respect to each series of the Bonds, to the extent applicable to such series of the Refunding Bonds, and as otherwise may be authorized or required by applicable law, including, without limitation, the purposes of the Refunding Act to be achieved by the issuance of such series of the Refunding Bonds; unless otherwise required by applicable law, the selection of any escrow agent, verification agent, investment bidding agent or other service provider; the determination of the Bonds to be refunded in whole or in part from such series of the Refunding Bonds; and any documents, agreements, instruments or certificates necessary or desirable in connection with the refunding. By resolution the Mayor and City Council may determine or provide for the determination of how any unexpended proceeds of any series of the Refunding Bonds, premium realized upon sale and/or investment earnings on proceeds of such series of the Refunding Bonds shall be expended, which may include, without limitation, on refunding the applicable Bonds, on costs of issuance of such series of the Refunding Bonds or on debt service payable or prepayable on such series of the Refunding Bonds, to the extent permitted by applicable law. By resolution the Mayor and City Council may delegate to one or more City officials or employees the authority to make any determinations, approvals or decisions with respect to any series of the Refunding Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 7 for more than one series of the Refunding Bonds.

SECTION 8. (a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the payment of the principal of and interest on each series of the Bonds, the BANs or the Refunding Bonds actually issued, as applicable (each, a "series of the Obligations" and, collectively, the "Obligations"), when due and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to

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meet the debt service requirements of each series of the Obligations. Subject to the further provisions of this Section 8, the City hereby covenants with the registered owners of the Obligations of each series to impose ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and the interest on the Obligations in each fiscal year in which any of the Obligations are outstanding and to take any further action that may be lawfully appropriate from time to time during the period that the Obligations of such series remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon. If the proceeds from the taxes so imposed in any such fiscal year are inadequate for such payment, additional taxes shall be imposed in the succeeding fiscal year to make up such deficiency.

(b) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on the Obligations of any series from the proceeds of the sale of any other obligations of the City or from any other funds legally available for that purpose (including, without limitation, with respect to any BANs, from the proceeds of any Bonds and, with respect to any Bonds, from the proceeds of any Refunding Bonds). Pursuant to the authority of Section 82A of the Charter, by resolution the Mayor and City Council may provide that all or a portion of the debt service on the allocable portion of any series of the Obligations shall be payable in the first instance from specified revenues or other moneys identified in such resolution, to the extent available for such purpose. Within the limitations of any applicable Maryland or federal law (including, without limitation, the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder), the City may apply to the payment of the principal of or interest on the

Obligations of any series any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if the funds are granted or paid to the City for the purpose of assisting the City in accomplishing the components of Costs of the Projects which the Obligations of such series are issued to finance, reimburse or refinance or are otherwise available for such purpose, and to the extent of any such funds received or receivable as described in this subsection (b) in any fiscal year, the taxes hereby required to be imposed may be reduced proportionately.

SECTION 9. By resolution, the Mayor and City Council may make any appropriate arrangements (including, without limitation, by authorizing one or more appropriate officials or employees to make any elections, designations, determinations or filings on the City's behalf) in the event the right of any registered owner of any Obligation to put or cause the prepayment or redemption of such Obligation at its option, or any change in the interest rate of an Obligation, or any other modification of an Obligation could lead to a reissuance of such Obligation for purposes of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

SECTION 10. By resolution the Mayor and City Council may determine that any of the Bonds, the BANs or the Refunding Bonds authorized hereby may be consolidated with any bonds, bond anticipation notes and/or refunding bonds authorized by the Mayor and City Council and issued as a single series of bonds, bond anticipation notes and/or refunding bonds.

SECTION 11. By resolution the Mayor and City Council may make or authorize any modifications to (i) any series of the Obligations once issued, and (ii) any related documents, agreements, instruments or certificates, unless under applicable law the proposed modifications require action by ordinance in addition to or in place of a resolution.

SECTION 12. With respect to any series of the Obligations, the Mayor and City Council by resolution may delegate to one or more specified officials or employees the authority to negotiate, approve, execute and deliver, as applicable, any documents, agreements, instruments or certificates relating to such Obligations or to take other actions with respect thereto. The following City officials and employees: the Mayor, the City Administrator, the Treasurer, the Director of Administrative Services, the Comptroller, the City Clerk and all other appropriate officials and employees of the City are hereby authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale, issuance and delivery of any series of the Bonds, the BANs or the Refunding Bonds, (ii) negotiate, approve, execute and deliver all documents, agreements, instruments and certificates necessary or appropriate in connection with any such sale, issuance and delivery, and (iii) carry out the transactions contemplated by this Ordinance, any ordinance amendatory of or supplemental to this Ordinance, any resolution adopted in furtherance of this Ordinance (including any amendatory or supplemental resolutions), and any documents, agreements, instruments or certificates executed and delivered in connection with any series of the Obligations, all to the extent any particular action is within the scope of such official's or employee's authority and such authorization has not been delegated to one or more specified City officials or employees by ordinance or resolution.

SECTION 13. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 14. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

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<u>SECTION 15</u>. This Ordinance shall become effective thirty (30) days after its passage pursuant to the provisions of Section 82A of the Charter, subject to the petition-to-referendum provisions of Section 82A(c) of the Charter.

MAYOR AND CITY COUNCIL OF CUMBERLAND

(SEAL)

____
Raymond M. Morriss
Mayor

ATTEST:

____
Allison K. Layton, City Clerk

Introduced: ______________________, 2025

Passed: ______________________, 2026

Votes for passage:_________________
Votes against passage: _____________

Effective: ______________________, 2026

#242609;10002.084

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File Attachments for Item:

. Ordinance 4039 (*1st reading*) - repealing Article I of Chapter 14 of the City Code pertaining to Health and Sanitation Nuisances and to reenact it with amendments

ORDINANCE NO. 4039

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL ARTICLE I OF CHAPTER 14 OF THE CITY CODE PERTAINING TO HEALTH AND SANITATION NUISANCES AND TO REENACT IT WITH AMENDMENTS."

WHEREAS, Article I of Chapter 14 of the City Code regulates health and sanitation nuisances;

WHEREAS, the Mayor and City Council wish to expedite the remediation of these nuisances

WHEREAS, City staff have recommended amendments to Article I to expedite the remediation and abatement of nuisances, including provisions for posting properties with notice to eliminate identified nuisances within seven (7) days and authorizing the City to abate such nuisances if they are not corrected in a timely manner;

WHEREAS, City staff have recommended further revisions to Article I to enhance the clarity and effectiveness of its provisions and to rename it the City of Cumberland Nuisance Property Code; and

WHEREAS, this Ordinance adopts those recommendations and incorporates them into the City Code.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Article I of Chapter 14 (Sections 14-1 through 14-10) of the Code of the City of Cumberland (1991 Edition) is hereby repealed, and it is reenacted, to read as is set forth in the Attachment A appended hereto and incorporated by reference herein.

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

Passed this ____ day of January, 2025.

____
Raymond M. Morriss, Mayor

ATTEST:

____
Allison Layton, City Clerk

ATTACHMENT A

ARTICLE I. – NUISANCE ABATEMENT CODE

Sec. 14-1. - Title; policy, purpose.

(a) *Title*. This chapter shall be known and may be cited as the "City of Cumberland Nuisance Abatement Code."

(b) *Policy*. It is the City's public policy to preserve, protect, and enhance the community's aesthetic character, and to prevent and eliminate conditions that are or could be harmful to public health, safety, and welfare. This policy aims to ensure that all properties are maintained in a manner that promotes a clean, safe, and orderly environment for the benefit of all residents.

(c) *Purpose.* This article is enacted to define, regulate, and eliminate nuisances, and to establish penalties for violations of its terms.

Sec. 14-2. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bamboo means any grasses in the genera bambusa, phyllostachys, and pseudosasa of the family poaceae (grass).

Building means a structure adapted to permanent or continuous occupancy or use for residential, public, institutional, business, industrial or storage purposes.

Director means the director of administrative services and that individual's designees, including, but not limited to, code enforcement staff.

Dwelling means any building which is wholly or partly used or intended to be used for living or sleeping by human occupants, provided that temporary housing (i.e., any tent, trailer or other structure used for human shelter which is designed to be transportable and which is not affixed to the ground, another structure or any utility system for more than thirty (30) consecutive days) shall not be regarded as a dwelling.

Garbage means all kitchen refuse of residences, hotels, restaurants or other places where food is prepared for human consumption, and all offal from fish, meat, and vegetable markets, and all vegetable or organic substances unfit for food that are subject to immediate decay.

Infestation means the presence, within or around a dwelling, of any insects, rodents or other vermin and pests.

Junk vehicles means dismantled, partially dismantled, wrecked, junked, nonoperating, or discarded vehicles left on private property with or without the consent of the property owner.

Lot means a piece, parcel or plot of land.

Nuisance means any condition or use of premises or building exteriors which is dangerous to human life, health or safety; renders soil, water, food, or air impure or unwholesome; is generally detrimental to the health and safety of the citizens of the city; which is detrimental to the property of others or which causes or tends to cause diminution in the value of other property in the neighborhood in which such premises are located.

Offal means the refuse from slaughtered or salvageable dead animals, crustaceans, or any other animal form, including, but not limited to, heads, feet, viscera, hair, blood, feathers, bowels, scales, or oils.

Open fire means a fire where any material is burned in the open or in a receptacle other than a furnace, incinerator or other equipment connected to a stack or chimney.

Ornamental grasses means grasses that are not indigenous to the state that are intended to add beauty and diversity to landscaping and are not invasive. Ornamental grasses do not include turf grasses or weeds.

Owner or property owner means any sole or part owner, joint owner, tenant in common, joint tenant or tenant by the entirety, of the whole or a part of any building or land..

Premises or property means a lot, plot, piece or parcel of land, including the buildings or structures thereon.

Rubbish means all combustible and noncombustible waste materials, except garbage; including, but not limited to, the residue from the burning of wood, coal, coke and other combustible material, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust.

Unsightly condition means any of the following:

(1) The accumulation of trash or junk;

(2) The excessive accumulation of items intended for use outdoors that are not screened from public view; and

(3) Furniture, equipment, appliances and other items intended for indoor use that are stored, kept, abandoned or junked outside, including, by way of example, on a porch, in a yard, or under a carport or other unenclosed structure.

Sec. 14-3. - Certain conditions declared nuisances.

Whatever is dangerous to human life, health or safety; whatever renders soil, water, food or air impure or unwholesome; whatever is detrimental to the health and safety of the citizens of the city are hereby declared to be nuisances and are prohibited. Property owners and occupants are responsible for keeping their properties free from nuisances. Nuisances include, but are not restricted to:

(1) Any conditions which cause or are likely to cause the discharge of noxious, foul, or putrid liquids or substances from or out of any property into or upon any stream, waterway, ditch, public right-of-way or adjacent property;

(2) Any accumulation or deposit of any substance or stagnant water;

(3) Any private street or road, or any part thereof, or any water course, ditch, gutter, side channel, drain, dump, ash pit, sewer, privy, urinal or cesspool or similar feature which, in the opinion of the director is, or could become, so foul as to be reasonably offensive or unhealthful to persons at neighboring properties;

(4) Any house or dwelling, or the lot or yard thereof, which, in the opinion of the director, has been or could be rendered unsanitary or offensive by the keeping of animals;

(5) Water or food which has been set outside for the purpose of providing sustenance for or attracting feral animals;

(6) Any accumulation of manure, hay, straw, filth, offal, hazardous or poisonous substance or any other noxious substance, except a compost pile properly maintained so as not to affect the health or safety of others;

(7) Any dead animals, other than those lawfully slaughtered for food, left in any premises within the city for longer than is reasonably necessary to remove them.

(8) Burning of garbage, offal, rubbish, sawdust, wood, leaves, stumps or other materials in an open fire as set forth in section 14-6;

(8) Practices or operations that generate fugitive dust, particulate matter, gases, or noxious fumes that could be detrimental to the health, comfort, or repose of any person except for lawfully conducted activities; and

(10) Any other condition that is determined by the director to be in violation of the standards and requirements of this article.

Sec. 14-4. - Dwellings, yards and lots to be kept clean.

Every property within the city and every part thereof shall be kept clean and free from any accumulation of dirt, animal excrement, filth, rubbish, garbage, junk vehicles or similar matter and shall be kept free from vermin and rodent infestation. All porches, yards, lawns, vacant lots and other exterior areas shall be similarly maintained and shall be kept free from unsightly conditions. Property owners and occupants shall be jointly and severally responsible for complying with the terms of this section.

Sec. 14-5. - Cutting of weeds.

It shall be unlawful for any owner, occupant, or person in control of any property to allow or maintain on any such lot or land any growth of grass (other than ornamental grasses), weeds, or other rank vegetation to a height of more than ten (10) inches. Every owner, occupant, or person in control of any lot or land within the city shall ensure that such lot or land is kept free of ragweed, wild mustard, wild lettuce, wild parsley, common thistle, milkweed, poison ivy, poison oak, and sumac by destroying these invasive weeds. It shall also be unlawful for any owner to permit grass, weeds, or any vegetable matter, other than shade trees, to grow or remain growing on the sidewalks, curbs, or gutters abutting that individual's property.

Sec. 14-6. - Burning of trash or rubbish; accumulations of garbage.

(a) *Prohibition*. It shall be unlawful for any person to burn garbage, offal, rubbish, trash, household waste, sawdust, wood, leaves, grass, stumps or other materials in an open fire in such a manner as to cause or permit dense smoke, noxious fumes, ashes, soot or gases arising from such burning to become or reasonably likely to become injurious to the health, comfort or repose of persons at neighboring properties;

(b) *Exceptions*. Exceptions to subsection (a) are as follows.

(1) Normal emissions produced during the startup of a properly installed, maintained and operated wood-burning or incineration device, as well as normal emissions generated by outdoor food cooking;

(2) A person may have an open fire for the burning of brush if that person obtains the required permits from the Maryland State Department of Health and the city fire department. The director, fire department and police department shall have the authority to order that a fire be extinguished at any time in the event they determine that the fire presents public safety concerns or neighbors make reasonable complaints.

Sec. 14-7. - Propagation of ornamental grasses and bamboo.

The planting and/or propagation of ornamental grasses and/or bamboo must be undertaken responsibly by property owners to ensure that the plantings are regularly maintained in a controlled and attractive manner. Ornamental grasses and bamboo shall not be maintained at a plant density that promotes habitats for snakes, rats and other pests that create a nuisance for adjoining property owners. Such plantings must also be maintained within defined garden or landscaping areas and not allowed to spread onto adjoining properties. To ensure that these planting requirements are served, all ornamental grass and bamboo plantings shall comply with the following requirements:

(1) All planting areas for ornamental grasses and bamboo shall be defined and controlled through the installation of appropriate growth barriers for the varieties of plants used that will effectively prevent the unintentional spread of the plants beyond the defined boundaries of the planting area. Planting areas containing bamboo shall be completely enclosed through the installation of a root barrier comprised of galvanized metal sheathing or other barrier material impenetrable to bamboo roots to a depth below the ground sufficient to prevent the spread of bamboo beyond the enclosed planting area.

(2) Planting areas containing ornamental grasses or bamboo shall not be located within the minimum front, rear, or side building setbacks for the applicable zoning district of the property as specified in section 25-133 of the city code. In zoning districts where no specific minimum front, side, or rear building setbacks are required, a minimum planting setback of ten (10) feet shall be observed along all property boundaries. These planting setbacks shall not be required of any indigenous (native) plants to the State of Maryland.

(3) Where a property owner seeks to establish a planting area or garden within the minimum setback lines required in subsection (2) above, approval from the natural resource specialist or his designee must be obtained prior to planting. In order to obtain approval for such plantings, the applicant must submit a sketch plan of the property, drawn to scale, noting the locations of all improvements on the property, the boundaries of the planting area, the species of plants that will be planted within the planting area, and the location of all adjoining property lines relative to the planting area. The applicant shall also specify the intended plant density that the owner seeks to achieve at maturity and the specifications of all barriers that will be employed along the boundaries of the planting area to contain and prevent the future spreading of the plantings. The natural resources specialist or his designee may require additional measures to be employed as may be necessary to ensure containment of the plantings and may impose a limit on plant density within the planting area to ensure that the plants can be maintained in a healthy and attractive state that will not be conducive to pest habitats.

(4) The owner of any property containing ornamental grasses and bamboo shall be solely and directly responsible for preventing the spread of such plants beyond the defined planting area(s). Where such plants spread across a property line, the owner of said property from which the plants originated shall be financially and materially liable for removing and eliminating the invading bamboo from all adjoining premises as well as for mitigating or repairing any physical damage caused to improvements on adjoining properties or rights-of-way by invasive plant growth.

Sec. 14-8. - Removal or trimming of trees, vegetation, etc.

(a) It shall be unlawful for any person to allow any trees, vegetation, poles, wires, signs or structures which may be located on such person's property to obstruct the view of the public using the streets, alleys, railroad crossings and highways of the city.

(b) All trees growing over the sidewalks of the city shall be trimmed and kept trimmed by the owner thereof so that there shall not be less than ten (10) feet in height of clear space above the pavement. All grass and weeds growing in such sidewalks in front of any premises shall be removed by the owner, agent or occupant of such premises.

(c) It shall be unlawful for any person to allow or permit the limbs or foliage of any tree on such person's property to extend over any street or alley at a height of less than fifteen (15) feet or to block the view of street signs, traffic lights and other traffic control devices.

(d) It shall be the duty and obligation of the owner of the property abutting a sidewalk, alley or street to maintain all vegetation located on the property side of the physical boundary of the right-of-way.

(e) The city engineer, city forester or code enforcement officer or their authorized representatives, either on their own accord or upon a reasonable complaint made, shall make an inspection of any trees, vegetation, poles, wires, signs or structures located either in any public place, street, highway or alley or in or upon any privately-owned lot within the city, and where they find that any trees, vegetation, poles, wires, signs or structures dangerous to life or property, they shall give a notice thereof to the owner, stating the condition of such trees, vegetation, poles, wires, signs or structures and requiring the same to be removed or trimmed by the deadline stated in the notice, which shall be no less than fifteen (15) days from the date of the notice. No person shall fail to comply with such notice within the time required.

(f) In addition to the other remedies provided for in this article or elsewhere in this code, if the owner of the property shall fail or refuse to comply with the terms of the notice set forth in subsection (e), the city may enter upon the property and abate the condition which is the subject of the notice in accordance with and subject to the terms of section 14-9.

(g) Roadside trees, i.e. plants with woody stems or trunks that grow, all or in part, within the right-of-way of a public road, are subject to sections 5-401 to 5-411 of the Natural Resources Article of the Annotated Code of Maryland, as amended from time to time, and the regulations promulgated pursuant thereto. To the extent the terms of this section of the city code conflict with the aforesaid state law, state law shall control.

Sec. 14-9. - Abatement.

(a) *Generally*. The city administrator, director, police chief or fire chief (for section 14-6, exclusively) and their respective designees shall have the authority to require the owner and/or occupant of any premises or property to cause nuisances to be removed or abated. The city may remove or abate nuisances when owners and/or occupants fail to do so. Junk vehicles may be impounded by the police department and disposed of in accordance with section 25-209 of the Transportation Article of the Annotated Code of Maryland, as the same may be amended from time to time. The costs of the work performed, including labor and materials and the charges of third-party contractors in abating and removing nuisances and as an incident thereto shall be charged against the owner and occupant of the premises

(b) *Notice to abate*. In the event any owner or occupant of property allows a nuisance to exist on any premises or property, said owner or occupant shall have seven (7) days from the date the city posts a notice to abate the nuisance at the front door of the premises or at some other prominent location on the property.

(c) *Failure to abate*. If a nuisance is not abated in a timely manner, the City may cause the violation to be abated. All costs of abatement, including labor, materials and charges of third-party contractors and/or the city, as well as reasonable administrative fees shall be charged to the owner. The owner shall be provided notice of the costs of abatement and the administrative fees associated therewith. The owner shall pay those costs within thirty (30) days of the date the city mails them a demand for the payment of said costs together with an invoice therefor.

(d) *Failure to pay abatement costs*. If the owner does not pay the costs of abatement in a timely manner, those costs shall be charged against and shall become a lien upon the land where the nuisance existed. The city may seek a money judgment against the owner for those costs, and it may seek such other and further remedies as are available to it under applicable law, in either of which cases, the owner of the subject property shall be liable for the city's attorneys' fees, court costs, and litigation expenses.

(e) *Other remedies*. The remedies set forth in the section are in addition to any others available at law or in equity, including, but not limited to, injunctive relief. The exercise of one remedy shall not preclude the exercise of others.

Sec. 14-10. - Summary abatement.

If the city administrator or director determine that a nuisance poses an immediate threat to the health and safety of the public, they may order that the violation be summarily abated. Prior to any summary abatement, the premises shall be posted with a notice that a violation exists and a demand that said violation be abated within 24 hours. Failure of the owner, occupant or user of the premises or property to abate the violation within 24 hours shall result in the violation being abated by the City, and costs and fees being assessed against the owner, occupant or user of the premises or property in accordance with section 14-9.

Sec. 14-11. - Municipal infraction; penalty; removal of nuisances.

(a) The violation of any of the provisions of this article is declared to be a municipal infraction punishable by a fine of up to three hundred dollars ($300.00) if said violation is a first offense and a fine of up to five hundred dollars ($500.00) if said violation is a repeat offense. If the fine is not paid within the period set forth in the citation and no notice of intent to stand trial for said offense is filed, the city may double the fine. Each day a violation continues shall constitute a separate offense.

(b) The application of the above penalty shall be in addition to the abatement procedures set forth in section 14-9 and any other remedies provided for in this article.

File Attachments for Item:

. Order 27,929 - awarding an increment of the Choose Cumberland Relocation Package grant to Suzanne Klinejohn-Jones in an amount not to exceed $20,000 (City match $10,000, Grant $10,000), with the cumulative programmatic City amount not to exceed $100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. ___27,929___ **DATE: __January 6, 2026__**

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

THAT, increments of the Choose Cumberland Relocation Program funds be and are hereby approved for distribution to the individual listed in an amount not to exceed Twenty Thousand Dollars and No Cents ($20,000.00) per individual (City match $10,000, Grant $10,000) and a cumulative programmatic City amount not to exceed One Hundred Thousand Dollars and No Cents ($100,000.00); and

BE IT FURTHER ORDERED THAT, this program utilizes grant funds previously received from the Maryland Department of Housing and Community Development and requires the grantees to meet the program requirements specified in the attached document.

- Suzanne Klinejohn-Jones

____

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: *1/6/26*

Key Staff Contact: *Ruth Davis – Rogers/Jeff Silka*

Item Title: *Choose Cumberland Relocation Package*

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

Finalist for the Choose Cumberland Relocation Package

Award: *Community Legacy-2024-Cumberland-00226*
Choose Cumberland Relocation and Renovation Package

Amount of Award: $100,000 *($10,000 per awardee)*

First round of Finalists (one award per household/family):

- Suzanne Klinejohn-Jones

File Attachments for Item:

. Order 27,930 - authorizing the execution of a donation agreement between the Mayor and City Council of Cumberland and C Corp Leasing, Inc., for the donation of the parcels of real properties at 842 Dephart Drive, 846 Gephart Drive, 800 Maryland Avenue, 802 Maryland Avenue and 804 Maryland Avenue and improvements thereon, if any, to the City, and accepting the deeds effecting the transfer of said properties; and releasing certain reverter provisions in the deeds for two properties (107 N. Allegany Street and 619 Greene Street) previously conveyed by the City to the Owner

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 27,930 **DATE: January 6, 2026**

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

THAT the Mayor be and is hereby authorized to accept the donation from C Corp Leasing, Inc., of the parcels of real property and the improvements thereon, if any, to the City:

(i) 842 Gephart Drive, Cumberland, MD 21502
Tax ID No. 06-012744
Land Records Book 2841, Folio 204

(ii) 846 Gephart Drive, Cumberland, MD 21502
Tax ID No. 06-043402
Land Records Book 2841, Folio 203

(iii) 800 Maryland Avenue, Cumberland, MD 21502
Tax ID No. 04-022017
Land Records Book 2897, Folio 442

(iv) 802 Maryland Avenue, Cumberland, MD 21502
Tax ID No. 04-025393
Land Records Book 2850, Folio 282

(v) 804 Maryland Avenue, Cumberland, MD 21502
Tax ID No. 04-012089
Land Records Book 2841, Folio 204

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

BE IT FURTHER ORDERED, that in exchange for the donation of the Properties, the City will release certain reverter provisions in the deeds for two properties previously conveyed by the City to the Owner (107 N. Allegany Street, Cumberland, MD 21502 and 619 Greene Street, Cumberland, MD 21502); and

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

____

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **C Corp Leasing, Inc.** (the "Owner(s)"), a Maryland corporation, and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its execution is completed, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, the Owner owns the parcels of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the "Properties":

A. 842 Gephart Dr., Cumberland, MD 21502 - Tax ID No. 06-012744; described in the deed recorded in Land Records of Allegany County, Maryland (the "Land Records") in Book 2841, Page 204;

B. 846 Gephart Dr., Cumberland, MD 21502 - Tax ID No. 06-043402; described in the deed recorded in Land Records in Book 2841, Page 203;

C. 800 Maryland Ave., Cumberland, MD 21502 – Tax ID No. 04-022017; described in the deed recorded among the Land Records in Book 2897, Page 442;

D. 802 Maryland Ave., Cumberland, MD 21502 – Tax ID No. 04-025393; described in the deed recorded among the Land Records in Book 2850, Page 282; and

E. 804 Maryland Ave., Cumberland, MD 21592 – Tax ID No. 04-012089; described in the deed recorded among the Land Records in Book 2905, Page 412.

WHEREAS, the Owner offered to donate the Properties to the City, and the City has agreed to accept that donation subject to the terms and conditions of this Agreement;

WHEREAS, in exchange for the donation of the Properties, the Owner requested that the City release certain reverter provisions in the deeds for properties that were previously conveyed by the City to the Owner (i.e., 107 N. Allegany Street, Cumberland, MD 21502 and 619 Greene Street, Cumberland, MD 21502), and the City has agreed to do so; and

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

WITNESSETH:

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

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

2. **Donation.** Subject to the terms and conditions of this Agreement, the Owner agrees to donate the Properties together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held (or the deed shall be delivered) no later than sixty (60) days from the Effective Date unless the deadline is extended by written agreement of the parties. The City Solicitor and City Administer are separately empowered by the City to execute agreements to extend this sixty (60) day period.

3. **Estate/Condition.** Properties shall be conveyed to the City in fee simple and in "AS IS" condition. The Owner shall convey the Properties to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing. It shall be in the form attached hereto and incorporated by reference herein as Exhibit 1.

4. **Contingencies.** Closing and the City's acceptance of the deed for the Properties shall be subject to the following contingencies:

4.1. **Title.** Title to the Properties shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Properties are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Properties.

4.2. **No Occupancy/Property Removal.** This Agreement is contingent upon the Owner delivering the Properties to the City free of tenants or inhabitants of any kind. The Properties must not be subject to any written or oral leases or occupancy agreements. All personal property, junk, and debris must be removed from the Properties before closing. Additionally, the City has the right to conduct a walk-through inspection of the Properties within 48 hours prior to settlement.

If, notwithstanding the foregoing, personal property remains in the Properties after closing, it shall be deemed abandoned and the City may dispose of it in any manner it sees fit without any liability therefor. In that regard, the Owner agrees to indemnify and hold the City harmless from and against any and all liabilities, including, but not limited to, attorneys' fees, incurred as a result of or as an incident to the City's disposal of any personal property left behind in the Properties subsequent to Closing. The parties agree that the covenants in this paragraph shall not merge into the deed effecting the conveyance of the Properties to the City and shall survive closing.

4.3. <u>Waiver of Contingencies</u>. The City may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement as to the Properties by accepting a deed or deeds for those Properties. Any waiver of contingencies shall not be effective to effect the waiver of the covenants contained in the second paragraph Section 4.2 above.

5. <u>Appraisal</u>. The Owner has the right to have the Properties appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Properties to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed(s) for the Properties. Upon delivery of the deed(s) for the Properties and the City's acceptance of the same, the Owner shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)[1]. Upon the City's acceptance of the deed(s) and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Properties in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, the Owner shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to the Owner with respect to such matters.

6. <u>Risk of Loss</u>. The Properties shall be held at the risk of the Owner until legal title has passed to the City.

7. <u>Possession</u>. The Owner agrees to give possession and occupancy of the Properties to the City upon the completion of closing.

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[1] Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

> **(i)** The amount of cash and a description (but not value) of any property other than cash contributed.
>
> **(ii)** Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
>
> **(iii)** A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which the Owner(s) held title to the Properties, the Owner(s) warrant(s) that the Properties (including land, surface water, ground water, and improvements) have, by acts or omission or commission, not been subjected to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Properties, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, the Owner(s) disclose(s) an environmental condition on any of the Properties to the City, the City shall have the option to take title to the any or none of the Properties, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property/any of the Properties without incurring any liability or obligations as a result of said declination.

10. **Transfer Charges/Recording Fees.** The transfer of the Properties to the City are exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed(s) for the Property/Properties.

11. **Real Estate Taxes/Water & Sewer Bills/Municipal Infractions.**

11.1. **Real Estate Taxes.** The City will waive all City real estate taxes due on the Properties that are conveyed to it. It will secure a waiver of the County real estate taxes due on those Properties or it will pay them.

11.2. **Water & Sewer Bills.** The City will waive all City water and sewer bills presently due on those of the Properties that are conveyed to it. The Owner shall be responsible for the payment of any water and sewer rents incurred subsequent to the Effective Date.

11.3. **Municipal Infractions.** Upon the recordation of the deed(s) for the conveyance of the Properties to the City, it shall note the satisfaction of judgments entered against the Owner for property maintenance or nuisance infractions at the Properties. If there are any pending court cases for such municipal infractions, they shall be dismissed.

12. Notice of Release of Rights of Reverter. Upon the recordation of the deed for the Properties, the City shall cause the Notice of Release of Rights of Reverter attached hereto as Exhibit 2 to be recorded among the Land Records.

13. Breach of Agreement and Default. The City and the Owner are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the Owner may pursue any legal or equitable rights which may be available to it. If the Owner fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

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

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

16. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To the Owner:

C Corp Leasing, Inc.
c/o Jared B. Court
725 Park St., Ste. 283
Cumberland, MD 21502

To the City:

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

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

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

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

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

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

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

22. **<u>Modification</u>.** 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. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

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

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

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

WITNESS/ATTEST:

C CORP LEASING, INC.

_____________________________ By:_____________________________(SEAL)
Jared B. Court, President

____
Date

MAYOR AND CITY COUNCIL CUMBERLAND

_____________________________ By:_____________________________(SEAL)
Allison Layton ,
City Clerk
Raymond M. Morriss, Mayor

____
Date

EXHIBIT 1

THIS DEED, made this ___ day of ________, 20____, by and between **C Corp Leasing, Inc.** (the "Grantor"), a Maryland corporation, and **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns, the following described properties, to wit:

PARCEL ONE_- 842 Gephart Dr., Cumberland, MD 21502 – Tax ID No. 06-012744

> **ALL** that lot, piece or parcel of ground lying and being on the easterly side of Gephart Drive, known and designated as Lot No. 88 on the Amended Plat of properties of the Cumberland Homes Company, Inc., Kelly-Springfield Tire Company, et al, in the City of Cumberland, Allegany County, Maryland, a plat of which said Addition is designated as No. 21, among the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:
>
> **BEGINNING** for the said parcel on the easterly side of Gephart Drive, where the dividing line between Lots Nos. 87 and 88 in said Addition intersects said Gephart Drive; and running then with said Gephart Drive, North 34 degrees 12 minutes East 39 feet to the dividing line between Lots Nos. 88 and 89 in said Addition; then with said dividing line, South 55 degrees 48 minutes East 100 feet to the westerly side of an alley; then with said alley, South 34 degrees 12 minutes West 39 feet to the aforesaid dividing line between Lots Nos. 87 and 88; and then with said dividing line, North 55 degrees 48 minutes West 100 feet to the place of beginning.
>
> **IT BEING** the same property that was conveyed from the City to Grantor by deed dated December 6, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2841, Page 204.

PARCEL TWO - 846 Gephart Dr., Cumberland, MD 21502 – Tax ID. No. 06-043402

ALL that lot, piece or parcel of ground lying and being in the City of Cumberland, Allegany County, Maryland, and known as Lot No. 86, as shown on the amended plat of properties of The Cumberland Homes Co., Inc., Kelly Springfield Tire Company, et al, and more particularly described as follows:

BEGINNING for the same at a point on the southeasterly side of Gephart Drive to the division line between Lots Nos. 86 and 87 of said Addition and running thence with Gephart Drive South 34 degrees 12 minutes West 39 feet to a division line between Lots Nos. 85 and 86; thence with said division line South 55 degrees 48 minutes East 100 feet to an alley; thence with said alley North 34 degrees 12 minutes East 39 feet to the aforesaid division line between Lots Nos. 86 and 87; thence with said division line North 55 degrees 48 minutes West 100 feet to Gephart Drive and the point of beginning.

IT BEING the same property that was conveyed from the City to Grantor by deed dated December 6, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2841, Page 213.

PARCEL THREE – 800 Maryland Ave., Cumberland, MD 21502 – Tax ID No. 04-022017

ALL that lot or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, on the easterly side of Maryland Avenue, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake in the easterly side of said Avenue, it being at the end of the second line of the lot conveyed by the Johnson, Stewart and Walsh Company to Harrison Swartzwelder by deed dated July 17, 1905 and running thence with said Avenues 50-1/4 degrees West 30-1/4 feet, then leaving said Avenue, South 37-1/2 degrees East 101-4/5 feet, then North 55 degrees East 30 feet to the end to the third line of the said Swartzwelder deed, then reversing said third line North 37-1/2 degrees West 104-1/4 feet to the place of beginning.

IT BEING the same property that was conveyed from the City to Grantor by deed dated May 2, 2023 and recorded among the Land Records of Allegany County, Maryland in Book 2897, Page 442.

PARCEL FOUR – 802 Maryland Ave., Cumberland, MD 21502 – Tax ID No. 04-025393

ALL that lot or parcel of land lying and being on the easterly side of Maryland Avenue in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at the end of the first line of the lot of ground conveyed to Rhoda Westbrook by deed dated February 27, 1907 and recorded in Liber 101, folio 211, Allegany County Land Records, and running thence with the east side of Maryland Avenue, North 50-1/4 degrees East 23 feet to the end of the first line of the lot of ground conveyed to William Sheridan Moore by deed dated July 17, 1905 and recorded among the Land Records of Allegany County, Maryland, in Liber 198, folio 103; and running thence with the second line of said Moore lot, South 37-1/2 degrees East 100 feet; thence parallel with said Avenue, South 50-1/4 degrees West 23 feet to the said Westbrook lot; then with the second line of said Westbrook lot, North 37-1/2 degrees West 100 feet to the place of beginning.

IT BEING the same property that was conveyed from the City to Grantor by deed dated November 1, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2850, Page 282.

PARCEL FIVE – 804 Maryland Ave., Cumberland, MD 21502 – Tax ID No. 04-012089

BEGINNING for the same at a point of beginning of the lot of ground conveyed to William T. Coulehan by deed dated October 3, 1905, and recorded among the Land Records of Allegany County in Liber 98, Folio 718, and running thence with the east side of Maryland Avenue, North 50 ½ degrees East 25 feet; then parallel with the fourth line of said Coulehan deed, South 37 ½ degrees East 100 feet; then parallel with said Avenue, South 50 ½ degrees West 25 feet to said Coulehan lot, and with the fourth line thereof, North 37 ½ degrees West 100 feet to the place of beginning.

IT BEING the same property that was conveyed from the City to Grantor by deed dated May 2, 2023 and recorded among the Land Records of Allegany County, Maryland in Book 2905, Page 412.

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

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described properties unto the City, its successors and assigns, in fee simple forever.

AND the said Grantor, for itself, its, successors and assigns, does hereby warrant specially the title to the above-described properties and covenants that it will execute such other and further assurances of the same as may be requisite or necessary.

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

WITNESS:

C CORP. LEASING, INC.

______________________________ **By:__________________________(SEAL)**
Jared B. Court, President

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _______________, 202____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jared B. Court**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of C Corp Leasing, Inc., a Maryland corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $0.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

____
NOTARY PUBLIC

My Commission Expires: _____________________

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned Maryland attorney.

____
Michael Scott Cohen

EXHIBIT 2

NOTICE OF RELEASE OF RIGHTS OF REVERTER

THIS NOTICE OF RELEASE OF RIGHTS OF REVERTER ("Notice"), made this ______ day of _____________, 202____, by and between **Mayor and City Council of Cumberland** (the "City"), a municipal corporation of the State of Maryland, and **C Corp Leasing, Inc.** ("C Corp"), a Maryland corporation.

RECITALS:

WHEREAS, by deed dated December 6, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2841, Page 229, the City conveyed the real property and improvements located at 619 Greene Street, Cumberland, MD 21502 to C Corp;

WHEREAS, by deed dated August 26, 2022 and recorded among the Land Records of Allegany County, Maryland in Book 2826, Page 457, the City conveyed the real property and improvements located at 107 Allegany Street, Cumberland, MD 21502 to C Corp;

WHEREAS, to ensure that C Corp would remediate blight conditions at these properties (collectively, hereinafter referred to as the "Properties") and otherwise improve them, the aforementioned deeds for the Properties included covenants and agreements obligating C Corp to perform specific tasks within designated timeframes and other covenants and agreements granting the City rights to reclaim title to the Properties if the tasks were not completed as required.

WHEREAS, the Rights of Reverter are set forth in paragraphs numbered 1-11 in each of the deeds for the Properties;

WHEREAS, C Corp agreed to donate other properties to the City in exchange for the City's release of the Rights of Reverter; and

WHEREAS, the City has agreed to execute this Notice to release the Rights of Reverter.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing, the City hereby releases the Rights of Reverter. Effective the date of this Notice, they are null and void and of no further force and effect.

WITNESS the hand and seal of the City the day and year set forth above.

ATTEST:	**MAYOR AND CITY COUNCIL OF CUMBERLAND**
By: ___________________________	By: __________________________(SEAL)
Allison Layton, City Clerk	Raymond M. Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of ________________, 202____, before me, the undersigned, a notary public in and for the state and county aforesaid, personally appeared **Raymond M. Morriss**, known to me (or satisfactorily proved) to be the person whose name is subscribed to the foregoing deed, and he acknowledged that he is the Mayor of Mayor and City Council of Cumberland and that, being authorized to do so, he executed the aforegoing Notice as the act and deed of said municipal corporation; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is $0.00 and that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident agent of the State of Maryland.

WITNESS my signature and notarial seal the day and year last above written.

____
NOTARY PUBLIC

My Commission Expires: _____________________

CERTIFICATE OF PREPARATION

I HEREBY CERTIFY that the aforegoing instrument was prepared by me or under my supervision and that I am admitted to practice law in the State of Maryland.

____
Michael Scott Cohen

File Attachments for Item:

. Order 27,931 - approving a Historic District Tax Incentive Program credit and assessment freeze for property at 204 Washington St. (Tax No. 06-014399) owned by John Pendleton, based on total eligible project costs of $38,219.29 for a Property Tax Credit of $3,821.93 valid for 3 years and a Property Tax Assessment Freeze for 2 years

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _27,931_ **DATE: _January 6, 2026_**

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

THAT, the property located at 204 Washington Street (Tax No. 06-014399), owned by John Pendleton is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Thirty Eight Thousand Two Hundred Nineteen Dollars and Twenty Nine Cents ($38,219.29) as follows:

1. Real Estate Property Tax Credit - in the amount of Three Thousand Eight Hundred Twenty One Dollars and Ninety Three Cents ($3,821.93) will be utilized to offset the annual tax bill for a total of three (3) years or until fully exhausted; any credit remaining after the three-year period will expire;
2. Property Tax Assessment Freeze is applicable for two (2) years for this project since the ratio of the project investment versus the pre-improvement value of One Hundred Fifty Nine Thousand Nine Hundred Dollars and No Cents ($159,900.00) is Twenty Three Percent (23%). The pre-construction phased in assessment for 2026-2027 (fiscal year 2027) is One Hundred Eighty Two Thousand Six Hundred Dollars and No Cents ($182,600).
3. The effective tax year to when these incentives should be applied is 2025/2026 (Fiscal Year 2026).

____

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 1/6/2026

Key Staff Contact: *Ruth Davis - Rogers*

Item Title: *M&CC Approval of Local Historic Tax Credits*

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

Approval of local tax credits for the following properties:

204 Washington Street Tax Acct. # 06-014399 – John Pendleton

File Attachments for Item:

. Order 27,932 - declaring real property known as 124-126 Arch Street as surplus property to be offered for sale

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 27,932 **DATE: January 6, 2026**

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

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

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

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

    1. 124-126 Arch Street Tax ID No. 04-031350

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

____

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,933 - accepting the proposal from Micro-Tech Designs for the WFP Main Filter Panel (City Project 2025-12-WFP) to perform PLC replacement to the Main Filter Panel in the cost not to exceed $110,410

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

ORDER NO. _27,933_ **DATE: _January 6, 2026_**

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

THAT, the proposal from Micro-Tech Designs, 4312 Black Rock Road, Suite 1, Hampstead, MD 21074, for the WFP Main Filter Panel (City Project 2025-12-WFP) to perform PLC replacement to Main Filter Panel in the cost not to exceed One Hundred Ten Thousand Four Hundred Ten Dollars and No Cents ($110,410.00) be and is hereby accepted.

____

Raymond M. Morriss, Mayor

Budget: 002.299DD

Council Agenda Summary

Meeting Date: 1/6/2026

Key Staff Contact: Robert Smith

Item Title:

WFP Main Filter Panel, City Project # 2025-12-WFP

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

The City of Cumberland's Water Filtration Plant (WFP) needs to utilize the services of Micro-Tech Designs in order to perform PLC replacement to Main Filter Panel. The estimated total cost will be approx. $110,410.00 for the WFP for FY26. The project is budgeted for this fiscal year, and utilizes City Funds

Amount of Award: $110,410.00 for FY26

Budget number: 002.299DD

Grant, bond, etc. reference: City Funds

Micro-Tech Designs
4312 Black Rock Rd., Suite 1
Hampstead, MD 21074-2641
Phone (410) 239-2885
Fax (410) 239-3736

QUOTE

We're In Control

December 11, 2025

Mr. Zachary Sloane
City of Cumberland
400 East Offut Street Ext
Cumberland, MD 21502

fax:

Re.: Cumberland WFP Main Filter Panel

Dear Mr. Sloane,

We are pleased to quote on the following scope of work for the above project:

- PLC replacement material and labor for Main Filter Panel
- Supply all hardware
- Field installation
- Updated drawings
- Startup
- 1 Year Warranty

Lot Price.. $110,410.00

Applicable tariffs and taxes are not included

The above quotation is valid for 30 days

Micro-Tech Designs, Inc. (MTD) shall not be responsible for any failure to perform, or delay in performance of our obligations resulting from the Covid-19 pandemic or any future epidemic, or any resulting supply chain issues, and the customer/end user shall not be entitled to any damages resulting thereof.

Quotation assumes NET 30 payment terms with payment by check. EFT, ACH and Credit Card payments are subject to approval prior to order acceptance. Credit Card payments will be subject to a surcharge of up to 7%. If there are any questions concerning the above, please contact me. I look forward to working with you and your staff on this and future projects.

Sincerely,
Micro-Tech Designs

W martin jr

Wes Martin Jr.

File Attachments for Item:

. Order 27,934 - approving the sole source purchase from Southern States Cooperative of heating oil for the Water Reclamation Facility and the Water Filtration Plant in the estimated amount of $54,740.00 for 23,000 gallons, being the current cost as of December 23, 2025

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

ORDER NO. __27,934__ **DATE:** __January 6, 2026__

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

THAT the sole source purchase from Southern States Cooperative, 811 N. Mechanic Street, Cumberland, Maryland, 21502 for the purchase of heating oil for the Water Reclamation Facility and the Water Filtration Plant, in the estimated amount of Fifty Four Thousand Seven Hundred Forty Dollars and No Cents ($54,740.00) for 23,000 gallons, being the current cost as of December 23, 2025, be and is hereby accepted.

____
Raymond M. Morriss, Mayor

Budgets: 002.230.20700
003.310.20700

Council Agenda Summary

Meeting Date: 1/6/2026

Key Staff Contact: Robert Smith

Item Title:

Water Reclamation Facility & Water Filtration Plant No. 2 Heating Oil FY26

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

The City is authorized to purchase heating oil from Southern States Cumberland Co-Op through a sole source request. Southern States Cumberland Co-Op's mark up price per gallon is $0.012. As of 12/23/2025 the estimated price to supply 23,000 gallons to our WRF & WFP would be $54,740.00

Amount of Award: Estimated $54,740.00

Budget number: 002.230.20700 & 003.310.20700

Grant, bond, etc. reference: City Funds

Gmail

Holli Coleman <holli.coleman@cumberlandmd.gov>

Sole Source Approval- Southern States

2 messages

Holli Coleman <holli.coleman@cumberlandmd.gov> Wed, Dec 24, 2025 at 10:08 AM
To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Jeff,

I would like to request sole source approval on behalf of the plants to utilize Southern States for FY26. Their mark up price per gallon is $0.12 and current No.2 Heating Oil cost is $2.389 per gallon (this will fluctuate through the fiscal year). This equates to roughly $54,740.00 for FY26 based on today's prices.

I reached out to two (2) other suppliers for Fuel Bids. Oakland Oil has a higher mark up price + additional additive cost for winter. The other supplier, Wilson oil, was non- responsive.
Southern States continue to be the lowest cost for heating oil.

If I obtain your approval I will place this on the next M&CC to accept Southern States as our supplier for FY26.

Thanks
Holli

Jeff Silka <jeff.silka@cumberlandmd.gov> Wed, Dec 24, 2025 at 10:12 AM
To: Holli Coleman <holli.coleman@cumberlandmd.gov>

APproved

Jeffrey F. Silka, ICMA-CM
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

File Attachments for Item:

. Order 27,935 - authorizing appointments to the Historic Preservation Commission

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. _27,935_ **DATE: _January 6, 2026__**

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

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

Board/Commission	*Member*	*Position*	*Term*
Historic Preservation Commission	Larry Jackson	Seat 1	12/31/25-12/31/28
Historic Preservation Commission	Justin Paulman	Seat 2	12/31/25-12/31/28
Historic Preservation Commission	Nathan Williams	Seat 3	12/31/25-12/31/28

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,936 - authorizing the revocation of an Outdoor Dining Lease Agreement, originally approved on October 21, 2025, by Order 27,868 between the Mayor and City Council and Uncle Jack's Pizzeria and Pub Inc., at the request of the Allegany County Liquor Board, effective 30 days from this date

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. __27,936_ **DATE: _January 6, 2026_**

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

THAT, the Mayor and City Council be and are hereby authorized to revoke an Outdoor Dining Lease Agreement, originally approved on October 21, 2025 by Order 27,868 by and between the Mayor and City Council of Cumberland and Uncle Jack's Pizzeria and Pub Inc., at the request of the Allegany County Liquor Board; and

BE IT FURTHER ORDERED THAT, the revocation is effective 30 days from this date.

____

Raymond M. Morriss, Mayor

ALLEGANY
· COUNTY ·
Liquor Board

Thomas E. Farrell, Chairman
Charles R. Miller, Commissioner
James S. Stafford Jr, Commissioner
Keith Bageant, Chief Inspector
Vacant, Inspector
Brandy Gordon, Office Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

November 20, 2025

Dear Mr. Jeffrey Silka:

On behalf of the Allegany County Board of License Commissioners, better known as the Liquor Board, we would like to request that the lease for the area behind Uncle Jack's and to the side of Niner's Pub not be renewed or revoked for 2026.

We have received verbal complaints. The area known as Merchant's Alley has been an area of concern due to the overcrowding and calls of service to the police department. Numerous affrays have been reported in this area.

There are tables and chairs to the rear of Uncle Jack's and to the side of Niner's. This area after a certain hour promotes groups of people coming in bringing their own alcoholic beverages not providing either establishment with customers or revenue. The owners have been asked to remove tables or prevent seating after 10 PM to lessen the attendance of non-patrons whom bring alcohol from outside sources. In addition, neither of the establishments enforces outside alcohol being brought to the property/leased county property to be illegally consumed. Neither establishment has complied with this request to shut down/move tables.

Therefore, we request their rent/lease of public property be immediately revoked or not renewed for 2026. Thank you for your consideration regarding this matter. We look forward to hearing from you.

Sincerely,

Thomas E. Farrell, Chairman

701 Kelly Road, Suite 112
Cumberland, Maryland 21502
T-301-724-6485
liquorboard@alleganygov.org
www.alleganygov.org

File Attachments for Item:

. Order 27,937 - approving the sole source purchase of garage door replacements at the Municipal Service Center and Public Safety Building from Overhead Door in the not to exceed cost of $87,249

- Order -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. **27,937** **DATE:** **January 6, 2026**

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

THAT, the sole source purchase from Overhead Door, 920 Kelly Rd, Cumberland, MD 21502, for the procurement of Garage Door Replacements at the Municipal Service Center and Public Safety Building, be and is hereby approved in the not to exceed amount of Eighty Seven Thousand Two Hundred Forty Nine Dollars and No Cents ($87,249.00); and

BE IT FURTHER ORDERED THAT, this pricing is in accordance with City Code Section 2-171(d) (ii), which pertains to the purchase of supplies from a source having significant familiarity with the city resource for which the purchase is being sought.

Raymond M. Morriss, Mayor

Budget:
115.GP18.62000 ($42,785.00)
001.048.62000 ($44,464.00)

Council Agenda Summary

Meeting Date: January 6, 2025

Key Staff Contact: Greg Snyder

Item Title:

Order Accepting the sole source purchase of garage door replacements at the Municipal Service Center and Public Safety from Overhead Door, 920 Kelly Rd, Cumberland, MD 21502 in the not-to-exceed cost of $87,249.

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

Requesting a sole source order to accept the purchase of garage door replacements at the Municipal Service Center and Public Safety from Overhead Door for an amount not to exceed $87,249.00. Overhead Door has familiarity with our existing parts and service which ensures continuity and the proposed doors match the current aesthetic of the Municipal Service Center and Public Safety Building. This is in accordance with the City Code Section 2-171 (d) (ii).

Amount of Award:

$87,249.00

Budget number:

115.GP18.62000 ($42,785.00)

001.048.62000 ($44,464.00)

Grant, bond, etc. reference:

N/A

www.hpg-ohd.com

Hagerstown
18136 Oak Ridge Drive
Hagerstown, MD 21740
301–739–4300
301–739–0726 fax

Cumberland
920 Kelly Road
Cumberland, MD 21502
301–724–4888
301–724–4106 fax

Proposal

October 28, 2025

City of Cumberland MD
Greg Snyder
57 North Liberty Street
Cumberland, MD 21502
301-268-9026
Reference: 215 Bowen Street Phase 2– Commercial Overhead Doors

Thank you for the opportunity to quote HPG Windows and Doors products. I am confident you will find our products and workmanship to be of excellent quality. We stand behind all our products and services, which is what has made our fine reputation for over 100 years.

HPG will furnish and install the following, Phase 2-A:

3 Each – 14'2" Wide x 14'1" High Overhead Door Model 591 White Door; Insulated R-Value = 14.86 with Interior Steel Skin; Horizontal Ribbed Exterior; No Lock; 2 Sections Fully Glazed with ½" Clear Insulated Glass; Insulated Stiles and Rails; 50" Lift Clearance 3" Track with 10,000 Cycle Torsion Springs for Steel Jambs; Solid Torsion Shaft; Perimeter Seals; Leaf Springs.

3 Each – Overhead Door Model RSX Standard Duty Jackshaft Operator; with Brake and Emergency Chain Hoist; Side-Mounted; 3/4 HP / 208 Volt / 3 Phase Motor; 3 Button Interior Wall Control Station; Constant-Contact-to-Close Operation.

****Remove and dispose of existing doors and operators****

The above installed for the sum of…………………………………………………………...**$33,495.00 tax exempt**

___Accept / ___Decline ($11,165.00 Deposit Required)

HPG will furnish and install the following, Phase 2-B:

4 Each – 14'2" Wide x 14'1" High Overhead Door Model 591 White Door; Insulated R-Value = 14.86 with Interior Steel Skin; Horizontal Ribbed Exterior; No Lock; 2 Sections Fully Glazed with ½" Clear Insulated Glass; Insulated Stiles and Rails; 50" Lift Clearance 3" Track with 10,000 Cycle Torsion Springs for Steel Jambs; Solid Torsion Shaft; Perimeter Seals; Leaf Springs.

4 Each – Overhead Door Model RSX Standard Duty Jackshaft Operator; with Brake and Emergency Chain Hoist; Side-Mounted; 3/4 HP / 208 Volt / 3 Phase Motor; 3 Button Interior Wall Control Station; Constant-Contact-to-Close Operation.

****Remove and dispose of existing doors and operators****

The above installed for the sum of…………………………………………………………...**$42,785.00 tax exempt**

___Accept / ___Decline ($14,262.00 Deposit Required)

Proposal Notes:

- Proposal pricing is based upon the ceiling height that was provided via phone.
- Electrical connections to the existing operators will need to be disconnected By Others prior to HPG's arrival for the removal of the existing.
- HPG will return to set the limits of the new operators after the 3 Phase electric is supplied to the operators By Others.
- If during the installation there is found to be anything inferior with the opening (such as, but not limited to, rot, incorrect opening prep, etc.), HPG will need to replace substandard areas to ensure the integrity of the product and warranty. This additional work is above and beyond the stipulated price of this proposal and will be handled at time and materials with payment due in full upon receipt of invoice.

HPG WINDOWS AND DOORS
1924 Serving Our Community - 100 Years 2024

www.hpg-ohd.com

Hagerstown
18136 Oak Ridge Drive
Hagerstown, MD 21740
301–739–4300
301–739–0726 fax

Cumberland
920 Kelly Road
Cumberland, MD 21502
301–724–4888
301–724–4106 fax

OVERHEAD DOOR® the original since 1921

Terms of Payment: 1/3 deposit required upon acceptance of order. Balance will be due 30 days after installation of product. Valid credit card information must be on file prior to order processing.

Please note: Material will not be ordered until the deposit (if required) and signed proposal are received, and (if applicable) after the final measurement is completed and/or shop drawings are approved.

Lead Time: With our current lead time from our suppliers, please allow 6-8 weeks for the material to arrive once it has been ordered by HPG. Due to current labor and supply chain shortages beyond the control of HPG, there may be an increase in lead time and product availability.

This offer is subject to the attached Terms and Conditions. (_____) **Initial here** to indicate they have been received and acknowledged as part of the submitted proposal.

Warranty:
New Installation: 1 Year Labor from installation date; Manufacturer's warranties to apply.

Clarifications

1. Signed proposal must be returned to initiate project.
2. Valid credit card information or approved credit application must be on file prior to order processing. Terms of Payment: COD with deposit required unless payment terms have been established with HPG.
3. Any permits are to be provided by others.
4. Installed order pricing is subject to site inspection and final measurements.
5. Preparation of the opening (jambs, spring pads, operator pads) and electrical wiring (where appropriate) is excluded from this proposal unless otherwise noted above.
6. Work to be completed during normal service & install hours. Mon-Fri 7:00 am to 3:30 pm.
7. Price named is based on items enumerated only. It is, therefore important that this estimate be examined carefully, as it is proposed to furnish the articles, their quantities, sizes, specifications, etc., only as stated. Errors in quantities, omission, and/or specifications are subject to correction. Any changes from the attached scope will require a revised quote.
8. Quote valid for 30 days from date noted above.
9. Per HPG policy, we accept the responsibility for sizing the product when HPG is installing the product that is included in the signed proposal. In proposals where HPG is only delivering the product, the owner or GC is responsible for all final measurements when ordering the product. If you have any questions, please cover them with your HPG Sales Representative.
10. All Change Orders, by others, will increase Lead Times and in many cases result in an increase of price and require additional deposits.
11. HPG will provide one (1) electronic O & M Manual, submittal, and/or shop drawing, if desired. Hard copies are available for an additional charge.

Thank you again for the opportunity to quote our quality products and services. Should you have any questions, please feel free to call me. We look forward to working with you.

Should you wish to initiate this order, please sign, and date below and return all pages to HPG.

Sincerely,
Tim

Tim Palkovitz Hagerstown Paint & Glass Co., Inc - MHIC # 42178

________________ ________________ ________________ __________
Customer Signature | Printed Name | Title | Date

Customer Reference: PO#_______________ Contract # _______________ Tax Exempt #_______________

@HPG_Windows_and_Doors @HPGWindowsandDoors

HPG WINDOWS AND DOORS
1924 Serving Our Community - 100 Years 2024

www.hpg-ohd.com

Hagerstown
18136 Oak Ridge Drive
Hagerstown, MD 21740
301–739–4300
301–739–0726 fax

Cumberland
920 Kelly Road
Cumberland, MD 21502
301–724–4888
301–724–4106 fax

OVERHEAD DOOR® the original since 1921

Proposal

December 10, 2025

City of Cumberland
Greg Snyder
215 Bowen Street
Cumberland, MD 21502
(301) 759-6640
Reference: Replace Public Safety Building Door & Operator- COHD

Thank you for the opportunity to quote HPG Windows and Doors products. I am confident you will find our products and workmanship to be of excellent quality. We stand behind all of our products and services, which is what has made our fine reputation for over 100 years.

HPG will furnish and install the following:

1 Each – **18'10" x 10'7"** Overhead Door Model 591 White Door; Insulated R-Value = 14.86 with Interior Steel Skin; Horizontal Ribbed Exterior; No Lock; 3rd Section Fully Glazed with ½" Clear Insulated Glass; 3rd Section Frame to have Insulated Stiles and Rails; 2" x 15" Radius Track for Steel Jambs; 100,000 Cycle Torsion Springs; 5 each HS-1 Struts; Heavy Duty Trolley Plate for Operator; Perimeter Seals.

1 Each – Overhead Door Model RHX Heavy Duty Trolley Operator; with Brake and Emergency Side-Mounted Chain Hoist; 12' Chain Rail; ½ HP / Single Phase Motor; 3-Button Interior Wall Control Station; NEMA-4 Watertight Photo Eye Safety System; 2 each Remote Transmitters.

*****Remove and dispose of existing doors and operators.*****

The above installed for the sum of…………………………………………………**$13,385.00 tax exempt**

****Potential tariffs imposed on United States imports may affect pricing provided in this proposal.****

Proposal Notes:

- **Permanent electrical wiring, conduits and connections are NOT included in this proposal.**
- **For each additional remote transmitter, add $65.00.**
-
- If during the installation there is found to be anything inferior with the opening (such as, but not limited to, rot, incorrect opening prep, etc.), HPG will need to replace substandard areas to ensure the integrity of the product and warranty. This additional work is above and beyond the stipulated price of this proposal and will be handled at time-and-materials with payment due in full upon receipt of invoice.

Terms of Payment: One-third deposit in the amount of $4,462.00 is required upon acceptance of order. Balance will be due 30 days after installation of product. Valid credit card information must be on file prior to order processing.

Please note: Material will not be ordered until the deposit (if required) and signed proposal are received **and** after the final measurement is completed (if applicable) and shop drawings are approved.

Lead Time: With our current lead time from our suppliers, please allow **8-10 weeks** for the material to arrive once it has been ordered by HPG. Due to potential and unforeseen delays from our vendors, there may be fluctuations in lead time and product availability.

This offer is subject to the attached Terms and Conditions. (_____) **Initial here** to indicate they have been received and acknowledged as part of the submitted proposal.

Warranty:
New Installation: 1 Year Labor from installation date; Manufacturer's warranties to apply.

Clarifications

1. Signed proposal and deposit (as defined in Terms of Payment) must be returned to initiate project.
2. Valid credit card information or approved credit application must be on file prior to order processing. Terms of Payment: COD with deposit required unless payment terms have been established with HPG.
3. Any permits are to be provided by others.
4. Installed order pricing is subject to site inspection and final measurements.
5. Preparation of the opening (jambs, spring pads, operator pads) and electrical wiring (where appropriate) is excluded from this proposal unless otherwise noted above.
6. Work to be completed during normal service & install hours. Mon-Fri 7:00 am to 3:30 pm.
7. Price named is based on items enumerated only. It is, therefore important that this estimate be examined carefully, as it is proposed to furnish the articles, their quantities, sizes, specifications, etc., only as stated. Errors in quantities, omission, and/or specifications are subject to correction. Any changes from the attached scope will require a revised quote.
8. Quote valid for 30 days from date noted above.
9. Per HPG policy, we accept the responsibility for sizing the product when HPG is installing the product that is included in the signed proposal. In proposals where HPG is only delivering the product, the owner or GC is responsible for all final measurements when ordering the product. If you have any questions, please cover them with your HPG Sales Representative.
10. All Change Orders, by others, will increase Lead Times and in many cases result in an increase of price and require additional deposits.
11. HPG reserves the right under applicable state law to file a mechanic's lien for non-payment of work, labor, services or materials performed or furnished to customer.
12. HPG will provide one (1) electronic O & M Manual, submittal, and/or shop drawing, if desired. Hard copies are available for an additional charge.

Thank you again for the opportunity to quote our quality products and services. Should you have any questions, please feel free to call me. We look forward to working with you.

Should you wish to initiate this order, please sign and date below and return all pages to HPG.

Sincerely,

Tim

Tim Palkovitz Hagerstown Paint & Glass Co., Inc - MHIC # 42178

_________________________ _______________________ __________________ _____________

Customer Signature Printed Name Title Date

Customer Reference: PO#________________ Contract # _______________ Tax Exempt #_______________

www.hpg-ohd.com
Hagerstown
18136 Oak Ridge Drive
Hagerstown, MD 21740
301–739–4300
301–739–0726 fax

Cumberland
920 Kelly Road
Cumberland, MD 21502
301–724–4888
301–724–4106 fax

Proposal

October 28, 2025

City of Cumberland
Greg Snyder
57 North Liberty St.
Cumberland, MD 21502
301-268-9026
Reference: Public Safety Building, 20 Bedford St.; Phase 2– Commercial Overhead Doors

Thank you for the opportunity to quote HPG Windows and Doors products. I am confident you will find our products and workmanship to be of excellent quality. We stand behind all of our products and services, which is what has made our fine reputation for over 100 years.

HPG will furnish and install the following:

Replace 2 Doors and Operators

2 Each – 17'2" Wide x 14'7" High Overhead Door Model 591 White Doors; Insulated R-Value = 14.86 with Interior Steel Skin; Horizontal Ribbed Exterior; No Lock; 2 Sections Fully Glazed with ½" Clear Insulated Glass; Glazed Sections to have Insulated Stiles and Rails; Double End Stiles; 3" Low Head-Room Track for Steel Jambs; 100,000 Cycle Torsion Springs on 1" Solid Shaft; 2-Trolley Plates; Perimeter Seals.

2 Each – Overhead Door Model RSX Standard Duty Dual Trolley Operators; with Brake and Side-Mounted Emergency Chain Hoist; ½ HP / Single Phase Motor; 3-Button Interior Wall Control Station; NEMA-4 Watertight Photo Eye Safety System; 2 Each 4-Channel Remote Transmitters.

****Remove and dispose of existing doors and operators**.**

The above installed for the sum of………………………………………………… **$31,079.00 tax exempt**

Proposal Notes:

- If during the installation there is found to be anything inferior with the opening (such as, but not limited to, rot, incorrect opening prep, etc.), HPG will need to replace substandard areas to ensure the integrity of the product and warranty. This additional work is above and beyond the stipulated price of this proposal and will be handled at time-and-materials with payment due in full upon receipt of invoice.

Terms of Payment: 1/3 deposit in the amount of $10,360.00 required upon acceptance of order. Balance will be due 30 days after installation of product. Valid credit card information must be on file prior to order processing.

Please note: Material will not be ordered until the deposit (if required) and signed proposal are received, and (if applicable) after the final measurement is completed and/or shop drawings are approved.

Lead Time: With our current lead time from our suppliers, please allow 8–10 weeks for the material to arrive once it has been ordered by HPG. Due to current labor and supply chain shortages beyond the control of HPG, there may be an increase in lead time and product availability.

This offer is subject to the attached Terms and Conditions. (_____) **Initial here** to indicate they have been received and acknowledged as part of the submitted proposal.

Warranty:
New Installation: 1 Year Labor from installation date; Manufacturer's warranties to apply.

HPG WINDOWS AND DOORS
1924 Serving Our Community - 100 Years 2024

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OVERHEAD DOOR®
the original since 1921

Clarifications

1. Signed proposal must be returned to initiate project.
2. Valid credit card information or approved credit application must be on file prior to order processing. Terms of Payment: COD with deposit required unless payment terms have been established with HPG.
3. Any permits are to be provided by others.
4. Installed order pricing is subject to site inspection and final measurements.
5. Preparation of the opening (jambs, spring pads, operator pads) and electrical wiring (where appropriate) is excluded from this proposal unless otherwise noted above.
6. Work to be completed during normal service & install hours. Mon-Fri 7:00 am to 3:30 pm.
7. Price named is based on items enumerated only. It is, therefore important that this estimate be examined carefully, as it is proposed to furnish the articles, their quantities, sizes, specifications, etc., only as stated. Errors in quantities, omission, and/or specifications are subject to correction. Any changes from the attached scope will require a revised quote.
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Sincerely,

Tim

Tim Palkovitz Hagerstown Paint & Glass Co., Inc - MHIC # 42178

________________ Customer Signature | ________________ Printed Name | ____________ Title | ________ Date

Customer Reference: PO#________________ Contract # _______________ Tax Exempt #_______________

@HPG_Windows_and_Doors @HPGWindowsandDoors

Gmail **Brian Broadwater <brian.broadwater@cumberlandmd.gov>**

Sole Source Purchase of Garage Door for MSC and PSB Replacement

3 messages

Greg Snyder <greg.snyder@cumberlandmd.gov> Tue, Dec 23, 2025 at 11:02 AM
To: Jeff Silka <jeff.silka@cumberlandmd.gov>
Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Jeff,

We have allocated funding for capital improvements at the Municipal Service Center and Public Safety Building for the replacement of garage doors in need of updating.

Doors being updated (Replaced)

The last 2 of the 6 doors at Fire Department PSB
The 1 Police door PSB

4 of Mechanics shop doors with 5 remaining for next FY at MSC of the 12 doors that needed replaced.

We recommend proceeding with Overhead Door. Their familiarity with our facility's existing parts and service ensures continuity, and their proposed doors match the current aesthetic of the Municipal Service Center and Public Safety Building. Additionally, this is in accordance with **City Code Section 2-171 (d) (ii).**

Thanks

Greg Snyder
Central Services Coordinator

City Of Cumberland
215 Bowen St, Cumberland, MD 21502
301-722-2000 | 301-759-6640 | 301-268-9026
greg.snyder@cumberlandmd.gov | www.cumberlandmd.gov

Jeff Silka <jeff.silka@cumberlandmd.gov> Tue, Dec 23, 2025 at 11:13 AM
To: Greg Snyder <greg.snyder@cumberlandmd.gov>
Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Brian Broadwater <brian.broadwater@cumberlandmd.gov>

I approve

Jeffrey F. Silka, ICMA-CM
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

Greg Snyder <greg.snyder@cumberlandmd.gov> Tue, Dec 23, 2025 at 11:13 AM

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

Thank you!

Greg Snyder
Central Services Coordinator

City Of Cumberland
215 Bowen St, Cumberland, MD 21502
301-722-2000 | 301-759-6640 | 301-268-9026
greg.snyder@cumberlandmd.gov | www.cumberlandmd.gov

[Quoted text hidden]

File Attachments for Item:

. Order 27,938 - accepting the proposal from CUES, Inc., for the purchase and installation of GraniteNET Asset Inspection and Decision Support software in the City CCTV truck and office in an amount not to exceed $35,000

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 27,938 **DATE: January 6, 2026**

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

THAT, the proposal from CUES, INC., 3600 Rio Vista Avenue, Orlando, FL 32805, for the purchase and installation of GraniteNET Asset Inspection and Decision Support software in the City CCTV truck and office, in the amount not to exceed Thirty Five Thousand Dollars and No Cents ($35,000.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget: 003.320.48201

Council Agenda Summary

Meeting Date: 01/6/2026

Key Staff Contact: George Chory, Sewer & Flood Superintendent

Item Title:

Order accepting the written quotation for GraniteNET Asset Inspection and Decision Support software from CUES, INC. 3600 Rio Vista Ave Orlando, FL 32805., Not to exceed $35,000.00

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

Requesting an order to accept the written quotation for CUES INC. for GraniteNET Asset Inspection and Decision Support software to be installed in the City CCTV truck and office. GraniteNET is a software Program for recording, labeling and documenting CCTV Sewer Line Inspections, and Integrating with The City ESRI / GIS system and keeping it updated, not to exceed $35,000.

The Sewer Department received 3 quotes for CCTV software systems. Granite was not the low bidder but over a 3 year period with the annual license renewal cost @ $2030.00/yr. compared to $9650/yr. and $29,000.00/yr. from other quotes it will be the lowest cost after 3 years.

This work is budgeted in the FY26 budget under 003.320.48201.

Amount of Award:

$35,000.00

Budget number:

Sewer: 003.320.48201

Grant, bond, etc. reference:

N/A

PipeTech

Proposal

Order no.	ITG-118
Valid until	01/29/2025
Offered	12/30/2024
Created by	Chris McAleenan
Created for	George Chory george.chory@cumberlandmd.gov

Supplier

Industrial Technology Group
P.O. Box 1577
Miles City, MT 59301
US

Ship to

Cumberland, MD

Service term	Effective date	End date	Currency	Total amount
12 months	01/02/2025	01/01/2026	USD	$19,030.00

May/can work on Price

One-time costs

Inspect Professional - Startup	**$5,900.00**
Hub Professional - Startup	**$2,900.00**
Training (web-based)	**$580.00**

Recurring costs

Inspect Professional - Subscription 1 license **1** license x $3,450.00

$3,450.00

Hub Professional - Subscription **$6,200.00**

Web-based software for syncing, editing, and delivering inspection projects. Inspections automatically sync to Hub when Inspect has internet access. Includes 5 editing users and 5TB data.

$9650.00

Standard 5 editing

Can't Do Much with cost but could prob Do or eliminate the 5% annual Fee.

Renewal terms

The products identified as recurring or usage-based in this contract will automatically renew on the anniversary date of its commencement, extending the term for an additional 12 month(s). If the customer wishes to cancel the contract, they must do so by providing written/emailed notice at least 30 day(s) before the end of the current term. Renewal term price will increase by 5.00%.

[redacted]

$19,030 initial total $3450.00 License/yr 6200.00 Hub Professional (5 Editors)/yr. 1st yr

2yrs Total = + 9650 = 28680
3yr Total + 9650 = 38330
4yr Total + 9650 = 47,980
5yr Total + 9650 = 57,630

Cumberland, MD - Web, Mobile - ITpipes Quote

Subscription: This quote includes licensing for the following:

- Tier 2 Government Package
  - ITpipes Web - **4** Users
  - ITpipes Mobile - **1** License
  - ITpipes Cloud - **1TB** storage
  - **Unlimited** Inspection Viewers
  - **Sanitary** Asset Class
  - **Mainline and Manhole** Asset Types

Services: This quote includes the following one-time services as part of the implementation:

- Guided ESRI integration and support
- Guided Template creation and support

Software Subscription Term & Payment Schedule:

Item	Price	Fee Schedule
Initial Implementation	$15,000	Due 30 days after implementation start
Year 1 subscription	$29,000	Due upon licensing activation.
Total Committed	***$44,000***	

* *Implementation and training require Client staff, IT resources, and collaboration with ITpipes Project Manager.*

Signature (First and Last name)

Date

The terms of this quote are valid until March 31st, 2025

Optional services

ITpipes offers multiple value-added services that could be beneficial for day-to-day operations. Follows next a select list of optional services that can be added to the subscription.

Assisted Inspection Coding (AIC): This service includes compliant condition assessment of CCTV mainline inspection data, using NASSCO, SPICAP or similar.

Inspection data included	Additional services included	Annual commitment
80k LF/year	• Proactive Data Structure Assistance • Insights reporting package	$24,000 *(Overage fee: $0.30 per LF)*
170k LF/year	*Services listed above plus…* • Web analytics training and setup • Quarterly operator review recommendations	$41,000 *(Overage fee: $0.25 per LF)*
300k LF/year	*Services listed above plus…* • Custom smart tabs development • Quarterly operator remedial training based on review • Rollover of unused feet to subsequent year	$64,000 *(Overage fee: $0.20 per LF)*

Manhole Inspection Coding (AIC): This service includes NASSCO MACP condition assessment of manhole inspection data. Cost per manhole: $30 per manhole

Data QA/QC Guidelines: A data QC program defines clear guidelines for mainline inspection data submittals. The deliverable is a document used by internal personnel and external contractors to clarify inspection submittal requirements. This can be used for training, QA/QC, and contractor submittal review and should clean up data inconsistencies, ensuring Client staff time is spent reviewing, planning, and scheduling.

> The cost to develop a Data QA/QC Guideline Manual is not to exceed the amount of $10,000, billed at hourly rates that vary based on the personnel involved. The final result will be a road map that parties doing work for your organization can follow and access to provide your desired expectations. For sample deliverables, please request more information.

CUES

GraniteNet
ASSET INSPECTION / DECISION SUPPORT SOFTWARE

9/9/2025
Quote#Q-04668

George Chory
Cumberland (MD)
57 N. Liberty Street, Cumberland, MD 21502
Cumberland MD
Office: 301-759-6630
george.chory@cumberlandmd.gov

George Chory:

Thank you for the opportunity to quote the GraniteNet Asset Inspection and Decision Support software platform from CUES, the most trusted brand in North America for pipeline inspection technology.

For more than two decades, CUES has supplied the industry with the most innovative and extensible software platform available to help utilities and contractors alike achieve their regulatory and productivity goals. Our clients demand software that is able to be customized to meet their needs while supporting the process flows unique to their organization. GraniteNet offers unmatched flexibility to create many different types of inspections in addition to CCTV assessments such as cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, hydrant inspections, light pole inspections etc. Additionally, this new software platform offers a very simple User Interface to allow people to quickly become proficient users, often in a matter of minutes.

For those organizations that desire more advanced capabilities such as GIS map (ESRI/Cartegraph) integration, CMMS integration (Cityworks, Maximo, Infor Hansen), User Management controls, enterprise database support (Oracle & SQL), a Web-based Portal, custom Scoring formulas, etc., the CUES GraniteNet software platform can meet the needs of the Cumberland (MD) now or in the future as the requirements evolve.

The following is a short description of each GraniteNet software package and the suggested optional modules to be included in the software package for the Cumberland (MD).

Please feel free to contact me with any questions, comments or concerns.

Sincerely,
Gary Alvarez
galvarez@cuesinc.com
Office:(207) 285-5245
Mobile:(207) 285-5245

GraniteNet Inspection Basic PACP Kit

GraniteNet Basic captures a wide array of data and video from robotic transporters deployed in pipelines. It is highly specialized and customizable, yet simple enough for users to learn to operate quickly.

GraniteNet has many advantages which are critical to deploying a comprehensive Capacity Assurance, Management, Operation, and Maintenance program (CMOM) that is aligned with Federal regulations. Below are some of the key features offered by the software:

- Asset based architecture
- Dynamic pipe graphs are navigable to any observation within the inspection
- CD/DVD burning
- Synchronization
- Out-of-the-box Reporting
- Reports available in HTML, ASCII and PDF formats along with the standard printed reports
- Built-in functionality to email reports
- Unlimited still images can be captured (dependent upon hard drive space)
- User customizable forms and mandatory fields can be specified to meet client specifications
- Built in synchronization mechanism to allow precise data aggregation
- The ability to take additional still images (snapshots) during playback in the truck or the office
- Tasks can be assigned and managed throughout the system

The Basic Inspection Package includes the following components: GraniteNet Basic, Main Inspection Module, Analog Video Recording Module Mainline, Video Indexing Module, Titling, Distance Acquisition, Still Image Capture Module, PACP and Data Transfer.

GraniteNet ESRI Interface Module

Developed by CUES as a registered business partner with ESRI, this optional module for GraniteNet allows users to be able to point and click on an asset from within the GraniteNet integrated map. After clicking on the asset, the asset and inspection panes are automatically populated with the asset's attribute information. The operator may initiate an inspection by simply selecting the asset on the map and right-clicking. The GraniteNet ESRI Interface also provides the ability to create a new asset in the field. The system is able to collect, store, display, manipulate and analyze data, and then link the information to the ESRI ArcGIS map file. The software provides a chronological record of every inspection completed on the asset.

GraniteNet Inspection Basic Annual Support Plan

The annual Support Plan provides the following technical support services to ensure continuous productivity and up time in the field:

- Perpetual, free upgrades available online for download for the most current versions of your GraniteNet Software to match the latest Microsoft Windows version you may have as well as including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM to 5:00 PM ET
- Remote Online Technical Support**
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and Video Tutorial
- Online review sessions with support specialists at pre-scheduled, mutually convenient times to review the proper use of the software including advanced administration and best practices

**Additional charges not covered by the Support Plan may apply such as hardware upgrades, data conversion services and re-implementation fees*

***Certain elements of the support plan requires internet access*

Support Terms and Conditions:

CUES GraniteNet Support Terms and Conditions available in the following link: https://supportterms.granitenetweb.com

These terms and conditions are specifically aligned with the scope of services outlined. It is CUES expectation that upon receipt of a corresponding Purchase Order, these Terms will prevail in the event of any conflict. During any Subscription Term, Provider shall have the right, in its sole discretion, to increase the Support Fees by up to five percent (5%) for any Renewal Subscription Term by providing Subscriber with at least thirty [30] days' notice before the end of the then-current Subscription Term.

GraniteNet Office Software License

Used primarily by engineers and supervisors, the Office Edition allows CCTV inspection records to be edited and changed upon subsequent review. This edition has the ability to generate reports, allow users to modify inspections and observations gathered in the field, synchronize inspections, capture images from playback, view mapped data, and import/export map data.

GraniteNet Scheduler Module

The GraniteNet Scheduler Module allows users to schedule the transfer of CCTV data and media files to perform database synchronization automatically. At specific times set by the administrator, usually each day after working hours when the network is less burdened, the office can automatically import completed inspections from the truck to the office and synchronize incomplete inspections from the office to the truck to automate the transfer and archival of data on a daily, weekly or monthly schedule. On a daily basis, supervisors can get their completed inspections sent in and CCTV crews can come to work and find their new, incomplete inspections waiting for them to get started out in the field. In addition to selecting complete or incomplete inspections, users will be able to create scheduled transfer tasks with specific pre-set filters to intelligently identify specific data to be transferred such as "inspections by" pipe type, operator, severity, date range, etc. Users can also schedule to send the data to an alternative destination for backup, third party review, regulatory requirement, etc. In a typical configuration, the service is activated and started from a network-connected office machine which has GraniteNet and the GraniteNet Scheduler Module installed on it. The service will sequentially poll each vehicle and perform the synchronization tasks automatically.

The GraniteNet Scheduler can also automate report generation and GIS data import and export.

GraniteNet ESRI Import Module

This optional module for GraniteNet provides a bi-directional interface between ESRI ARCGIS 10.X and the GraniteNet software. This module enables GIS features to be imported directly into GraniteNet where they can be used to verify and validate the location of utility assets.

GraniteNet Office Annual Support Plan

The annual Support Plan provides the following technical support services to ensure continuous productivity and up time in the field:

- Perpetual, free upgrades available online for download for the most current versions of your GraniteNet Software to match the latest Microsoft Windows version you may have including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM to 5:00 PM ET
- Remote Online Technical Support**
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and Video Tutorial
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GraniteNet ESRI Implementation

The implementation service of ESRI maps and map data within CCTV operations includes integration consultation, documentation, and training with the client's office staff by a CUES software division implementation specialist in accordance with the unique business requirements of the organization. An ESRI Implementation service with GraniteNet is required for any organization that has not defined, or has changed, their GIS mapping profiles which allow for the seamless import and export of GIS data. CUES shall provide integration consultation, documentation, and training with the client's office staff through a series of guided instruction sessions performed via a remote virtual meeting tool called Zoom. CUES will work with an appointed resource/project manager from the organization to define the goals and then collaboratively create the standard operating procedures desired by the organization. As a best practice, initiating the Implementation Service well in advance of receiving a vehicle/field equipment is critical to ensure a smooth deployment, often with basic field training, that leverages the integration. Before a CUES technical resource is assigned to the implementation project, a GraniteNet ESRI Pre-Implementation Checklist must be completed by the client and submitted to CUES. Once it is received by CUES and verified that all prerequisites are met to begin the work, the client's Implementation Service request will be placed into a queue where CUES will assign the appropriate implementation specialist Project Manager based on the order in which the Checklist was received. Due to the fluctuating availability of resources needed by both parties to complete the implementation, the actual start date for the project may vary.

The Checklist requests that a "Readiness Date" be provided which means the date the customer will be ready to start the implementation work with CUES. CUES will plan its resource availability around this important date so that it can establish the date for the completion of the work which shall be within forty five (45) business days from the Organization's readiness date. For each business day the implementation extends beyond the Readiness Date due to the Organization's failure to complete its key tasks or other Organization delays impacting the implementation, a "Time Extension Fee" will be applied on the 46th business day following the Organization's readiness date in the amount of fifty dollars ($50) per business day, invoiced monthly, until the implementation is completed.

Software

PART #	GraniteNet Software & Services	Asset Id	PRICE	QTY	Subtotal	Actual
GN922	GraniteNet Inspection Basic PACP Kit		$12,470.00	1	$9,976.00	$9,976.00
GN521	GraniteNet ESRI Interface Module		$8,200.00	1	$6,560.00	$6,560.00
GN537	GraniteNet Inspection Basic Annual Support Plan		$1,070.00	1	$1,070.00	$1,070.00
GN904	GraniteNet Office Software License		$1,300.00	1	$1,040.00	$1,040.00
GN522	GraniteNet Scheduler Module		$1,550.00	1	$1,240.00	$1,240.00
GN523	GraniteNet ESRI Import Module		$2,080.00	1	$1,664.00	$1,664.00
GN538	GraniteNet Office Annual Support Plan		$520.00	1	$520.00	$520.00
GN904	GraniteNet Office Software License		$1,300.00	1	$1,040.00	$1,040.00
GN538	GraniteNet Office Annual Support Plan		$520.00	1	$520.00	$520.00
GN576	GraniteNet ESRI Implementation		$7,270.00	1	$7,270.00	$7,270.00
					Software TOTAL:	$30,900.00

TOTAL:	$30,900.00

This Quotation is valid for 90 days for the itemized products and services listed herein and is subject to the following Terms and Conditions. Delivery of a purchase order by Buyer pursuant to this quotation shall be deemed to be an acceptance by Buyer of these Terms and Conditions. Pro-rata payments shall become due upon the shipment of goods and/or delivery of services. Seller shall not be liable or penalized for any delays beyond its reasonable control, including but not limited to acts of God, acts of Buyer, carrier delays, accidents, etc. In the event of any such delay, delivery or performance shall be extended accordingly and shall not relieve Buyer of its obligation to accept and make payment net 30 days from the date deliverables are provided. Past due invoices are subject to 1.5% per month (18% APR) charge or as permitted by applicable law. Payments made by credit card may be subject to an additional 3% finance fee at the time of processing. No merchandise will be acceptable for return without a Material Return Authorization Number written on the outside of the package. No returns will be accepted on used electrical parts. This quote is provided in US dollars and does not include tax.

File Attachments for Item:

. Order 27,939 - accepting the bid from Carl Belt, Inc., for the Mechanic Street and Harrison Street Intersection Improvements Project (City Project 2024-06-PVG) in the amount not to exceed $384,597 and rejecting all other bids received for this project

- ORDER -

of the

Mayor and City Council of Cumberland

MARYLAND

ORDER NO. 27,939 **DATE:** **January 6, 2026**

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

THAT, the bid from Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, for the Mechanic Street and Harrison Street Intersection Improvements Project (City Project 2024-06-PVG) be and is hereby accepted in the amount not to exceed Three Hundred Eighty Four Thousand Five Hundred Ninety Seven Dollars and No Cents ($384,597.00); and

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

Raymond M. Morriss, Mayor

Order of bids:

Carl Belt, Inc.	$384,597.00
First Fruits Excavating	$368,283.75
Excavating Associates, Inc.	$493,156.00

Budget: 127.08W.63000

Council Agenda Summary

Meeting Date: 1/6/2026

Key Staff Contact: Robert Smith, P.E.

Item Title:

Award Mechanic Street and Harrison Street Intersection Improvements, City Project # 2024-06-PVG

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

Award Mechanic Street and Harrison Street Intersection Improvements Contract to low responsive bidder, Carl Belt, Inc., in the lump sum cost of $384,597.00.

This project includes intersection improvements at the Mechanic Street and Harrison Street Intersection. This project will include improvements to sidewalks, paving, crosswalks, and a new traffic signal.

This project was advertised for bid on 11/12/25. Bids closed on 12/17/25, with three qualified bids being received. The low bidder was Carl Belt, Inc., with an acceptable bid of $384,597.00.

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

Amount of Award: $384,597.00

Budget number: 127.08W.63000

Grant, bond, etc. reference: City Funds & Capital Project Grant

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	Mechanic Street and Harrison Street Intersection Improvements
City Project:	2024-06-PVG
Contract Length:	60 Calendar Days
BID OPENING	
Date & Time:	December 17, 2025 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

Certified Bid Tabulation

BIDDER	BIDDER	BIDDER
First Fruits Excavating	**Carl Belt, Inc.**	**Excavating Associates, Inc.**
407 Plum Run Road Ridgeley, WV 26753	11521 Milnor Avenue Cumberland, MD 21501-1210	P.O. Box 434 Ellerslie, MD 21529

BIDS AND ALTERNATES

BID NO.	DESCRIPTION OF BID	UNITS	QTY.	First Fruits Excavating UNIT PRICE	First Fruits Excavating AMOUNT	Carl Belt, Inc. UNIT PRICE	Carl Belt, Inc. AMOUNT	Excavating Associates, Inc. UNIT PRICE	Excavating Associates, Inc. AMOUNT
1001	Mobilization	LS	1	23881	$ 23,881.00	74000	$ 74,000.00	51888	$ 51,888.00
1002	Maintenance of Traffic	LS	1	38432	$ 38,432.00	30000	$ 30,000.00	76812	$ 76,812.00
2001	Removal of Existing Signal	LS	1	7391	$ 7,391.00	5500	$ 5,500.00	9747	$ 9,747.00
2002	Removal of Existing Storm Inlet	EA	1	4740	$ 4,740.00	1700	$ 1,700.00	2231	$ 2,231.00
3001	Type H Storm Inlet	EA	1	37756	$ 37,756.00	14900	$ 14,900.00	12182	$ 12,182.00
4001	Traffic Signal Foundation	EA	1	7500	$ 7,500.00	11000	$ 11,000.00	12546	$ 12,546.00
4002	Traffic Signal	EA	1	98500	$ 98,500.00	102200	$ 102,200.00	132989	$ 132,989.00
4003	Signal Heads	EA	6	1500	$ 9,000.00	1560	$ 9,360.00	2055	$ 12,330.00
4004	Mast-Arm Mounted Sheet Aluminum Signs	EA	4	1200	$ 4,800.00	1250	$ 5,000.00	1677	$ 6,708.00
4005	PVC Conduit	LF	250	108.5	$ 27,125.00	58	$ 14,500.00	76.5	$ 19,125.00
4006	10’ Breakaway Pedestal Pole	EA	4	5919	$ 23,676.00	6700	$ 26,800.00	8205	$ 32,820.00
4007	Audible/Tactile Pedestrian Pushbutton Stations and Signs	EA	4	1500	$ 6,000.00	1600	$ 6,400.00	2148.5	$ 8,594.00
5001	Trench Patch (4 Inch Depth) In Conjunction with Mill and Overlay	TON	34	308	$ 10,472.00	483	$ 16,422.00	774	$ 26,316.00
5002	Removal of Unsuitable Material and Refill	TON	15	173.5	$ 2,602.50	142	$ 2,130.00	156	$ 2,340.00
5003	Milling Asphalt Pavement, 0 Inch To 2.5 Inch	SY	635	14	$ 8,890.00	14	$ 8,890.00	19.8	$ 12,573.00
5004	Superpave Asphalt Mix 12.5mm For Surface, PG 64S-22, Level 2 (2” Depth)	TON	70	365	$ 25,550.00	213	$ 14,910.00	295.8	$ 20,706.00
5005	Superpave Asphalt Mix 9.5mm For Wedge/Level, PG 64S-22, Level 2 (1/2” Depth Nomir	TON	20	286.5	$ 5,730.00	161	$ 3,220.00	228.3	$ 4,566.00
5006	White Preformed Thermoplastic Pavement Marking Lines	SF	185	20	$ 3,700.00	21	$ 3,885.00	22.2	$ 4,107.00
6001	5-Inch Reinforced Concrete Sidewalk	SF	265	32.25	$ 8,546.25	52	$ 13,780.00	32.8	$ 8,692.00
6002	ADA Ramps	EA	4	3498	$ 13,992.00	5000	$ 20,000.00	8971	$ 35,884.00

Note: Due to local preference, Carl Belt, Inc. has the lowest bid for this project due to the 5% calculation for being located within the county.

	First Fruits Excavating		Carl Belt, Inc.		Excavating Associates, Inc.	
	Bid	✓	**Bid**	✓	**Bid**	✓
	AoQtB	✓	**AoQtB**	✓	**AoQtB**	✓
	LPC	**N/A**	**LPC**	**County**	**LPC**	**N/A**
	ARVF	✓	**ARVF**	✓	**ARVF**	✓
BASE BID	**$**	**368,283.75**	**$**	**384,597.00**	**$**	**493,156.00**

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

Robert Smith

Director of Engineering