



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 Meeting
57 N. Liberty St., Cumberland, MD 21502

DATE: May 19, 2026

OPEN SESSION - 6:15 PM

Pledge of Allegiance

Roll Call

Director's Reports

(A) Administrative Services

- [1.](#) Administrative Services Monthly Report for April 2026

(B) Public Works

- [1.](#) Maintenance Division Monthly Report for April 2026

(C) Police

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

(D) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Water/Sewer Monthly Reports for April 2026

Approval of Minutes

- [1.](#) Approving the Open Work Session Minutes and Regular Session Minutes of May 5, 2026

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Resolutions

- [1.](#) Resolution R2026-05 (*1 reading only*) – a resolution authorizing and empowering the Mayor and City Council of Cumberland to issue and sell two separate series of general

obligation single installment bonds, one in the form of a single installment bond in original principal amounts not to exceed \$1,223,676, designated "Mayor and City Council of Cumberland Water Quality Bond, Series 2026A", and the other in the form of a single bond in original principal amount not to exceed \$1,223,676, designated "Mayor and City Council of Cumberland Water Quality Bond, Series 2026B" the proceeds of the sale to be used and applied for the public purpose of financing or reimbursing costs of a wastewater system project generally referred to as "Evitts Creek CSO P-4" and related costs

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

(B) Ordinances

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

(B) Orders (Consent Agenda)

- [1.](#) Order 28,013 - approving a contract extension with Farrell Forestry LLC to complete the final timber sale of the existing five year plan for the Evitts Creek Watershed (City Project 2022-41-SRVC) for a one year term beginning July 1, 2026 through June 30, 2027 in the amount not to exceed \$33,000
- [2.](#) Order 28,014 - rescinding Order No. 28,010, originally approved on May 5, 2026 due to a misstated purchase price, and accepting the bid from low responsive bidder Top Coat Technicians for Epoxy Flooring to repair broken concrete at the Municipal Service Center in a total project cost not to exceed \$58,509 and rejected all other bids
- [3.](#) Order 28,015 - declaring real property known as 938 Gay Street as surplus property to be offered for sale
- [4.](#) Order 28,016 - approving the sole source repair by Carl Belt for emergency repair work on the Market Street waterline in the amount not to exceed \$121,489.70, in accordance with City Code Section 2-171(d) (iii), pertaining to purchases for emergency use

- [5.](#) Order 28,017 - accepting the sole source proposal from Alfa Laval, Inc. for the rebuild of the centrifuge for the Heat Drying Facility at the Water Reclamation Facility (WRF) in the amount not to exceed \$75,975.81, in accordance with City Code Section 2-171(d) (i), pertaining to the need for standardization or interchangeability of parts for the City's machinery or equipment
- [6.](#) Order 28,018 - accepting the proposal from Perfect Reflections for the cleaning and maintenance of the Downtown Development Commission footprint to include sidewalk cleaning, trash removal, weed control and snow/ice removal in the not to exceed amount of \$41,184
- [7.](#) Order 28,019 - approving Outdoor Dining Leases with Will's Hotel and Lilly's Books and Cafe for the use of the public right of way immediately in front of and adjacent to each property for outside case dining for the term May 15, 2026 through October 31, 2026
- [8.](#) Order 28,020 - rescinding Order No. 27,994, originally approved on April 21, 2026 due to a repealed bid amount by one of the bidders, and accepting the bids from Phoenix Solutions, LLC, Shannon Chemical Corporation, Brenntag Northeast LLC, USALCO, LLC, Chemstream, LLC and Univar Solutions USA LLC for the purchase of all advertised chemicals for the Combined Chemical Bid FY27 (2025-22-UTIL) for use at the Water Reclamation Facility, Water Filtration Plant and Constitution Park Pool
- [9.](#) Order 27,021 - approving the 2026 Annual Action Plan Projects for the Community Development Block Grant Program
- [10.](#) Order 28,022 - declaring computer equipment as surplus property and authorizing it to be scrapped or e-cycled
- [11.](#) Order 28,023 - authorizing the execution of a Memorandum of Understanding with the Canal Place Preservation and Development Authority to memorialize each party's respective obligations with respect to the ownership of, maintenance of, and access to certain facilities associated with the River Park Project, effective when executed and remains in effect unless and until terminated with 60 days written notice by either party to the other
- [12.](#) Order 28,024 - authorizing the execution of a master service agreement between the City of Cumberland and GBS Benefits Inc. to provide the City of Cumberland with insurance consulting services concerning cost, benefits provided, maintenance, analysis, administrative support, software and contracts with insurance carriers in connection with the health, dental, life, employee assistance, wellness, vision, and section 125 plans or programs for the 12 month period of April 1, 2026 to March 31, 2027 at a cost not to exceed \$7,000 per month

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for April 2026



Administrative Services Monthly Report for April, 2026

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of April, 2026.

Information Technology Department

April 2026

Johnna Byers, Director

Statistics

157 new help desk requests
98 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Assist with police mobile data terminal issues
- Assist with migrating to new police body camera models
- Continue updating PCs to Windows 11 from Windows 10
- Continue evaluating alternatives to VMWare for virtual servers
- Work with vendor on Property Tax Interest problems
- Work with Tyler Tech on Water Dist. Time Clock replacement

Cumberland Main Street Report

April 2026

Melinda Kelleher, Main Street Manager

Meetings/Presentations

- WCBC Live Ads to promote tree naming opportunities
- MD Economic Development Association Spring Meeting in Cambridge, MD
- New Main Street website designer to review first draft
- Vibrant Image Productions/Dave Romero – planning for last video in series
- Roxanne Tuinstra – new Editor of Allegany Magazine to discuss promotions
- Canal Towns Partnership board meeting in Harpers Ferry, WV
- New Cumberland Main Street board chair to plan Board Retreat
- MD 250 Cumberland Parade meeting
- Special events committee
- Taylor Layton, PR and Social Media Coordinator – New Main Street Facebook page planning
- Check in meeting with contract worker on BOOM Tracker program for building inventory

Main Street Meetings

- Main Street MD Power Hour – New DHCD Business Division

Projects/Events

- Real Estate Development Plan – first draft in hand for review
- Signage for vacant storefront windows – finalized and ordered
- Radio ads placed for naming trees downtown
- Naming plaques for benches – layout and map of placements finalized and given to Central Services for installation
- Hotel Motel Tax grant application
- Submitted 2025 990-N postcard to IRS for first tax year of Cumberland Main Street
- Cumberland Main Street Board Retreat prep for June 1

Social Media and Outreach

April 2026

Taylor Layton, Coordinator

- Content and platform statistics for Facebook and Instagram are slightly down for the month of April, but overall, since July there is a trending increase in all statistics.
- New campaigns will be implemented across LinkedIn, Facebook, and Instagram to increase numbers.
- The City of Cumberland America's 250th Parade has 27 participants as of May 12, 2026.

Social Media Analytics for Instagram July 1, 2025-April 30, 2026

Facebook		% Change
Views	2,617,167	--
Content Interactions	32,015	222.3%
Link Clicks	5,168	103.2%
Visits	52,170	55.8%
Follows	1,728	120.1%
Followers	7,589	

Social Media Analytics for Instagram July 1, 2025-April 30, 2026

Instagram		% Change
Views	56,016	100%
Reach	3,934	43.1%
Content Interactions	962	100%
Link Clicks	38	100%
Visits	761	4.6%
Follows	148	221.7%
Followers	1,155	

Social Media Analytics for LinkedIn July 1, 2025-May 10, 2026

LinkedIn		
Impressions	11,999	
Reactions	292	
Comments	10	
Reposts	15	
Page Views	367	
Unique Visitors	160	
Followers	805	
New Followers	73	(Last 314 days)

Parks and Recreation

April 2026

Ryan Mackey, Director

- Meetings attended:
 - Special Events meeting
 - Rec Board Meeting
 - Youth Camp training
 - Day Camp Counselor Interview x4
 - Constitution Park Wayfinding trails meeting
 - Allegany Youth Services Coalition
 - Parks Maintenance Operations Meeting
- Events:
 - Easter Egg Hunt - ~200 kids, ~500 people total, with 5,500 eggs put out for prizes. We had CPD to let a siren off to start the hunt.
 - Earth day – The after school program planted 12 trees at the Gene Mason sports complex. The Shade Tree commission volunteered
 - Potomac Wild Tree Planting Day at the Gene Mason Sports Complex
- Upcoming:
 - Pool Opening May 23th
 - Trail signage Completion at Constitution
 - Parking lot project Completion at Constitution

Community Development Report

April 2026

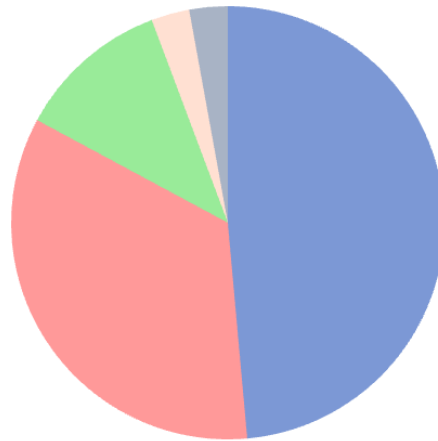
Kevin Thacker, Code Compliance Manager

Noted Activity:

- 1 new single-family dwelling, 0 Moccasin Path. Valuation \$304,000.00.
- 2 - \$15,000.00 rehab grants complete
 - 32 E. Roberts ST, \$52,269.64 total investment
 - 18 Independence St., \$45,043.05 total investment

Code Enforcement Activity:

75 new cases received – 35 of those are still open
35 violations were found
40 cases have been resolved
392 active cases overall



Violations by Violation Type			
	Cutting of weeds	17	48.6%
	Dwellings, yards and lots to be kept clean	12	34.3%
	Duties of owner and operator	4	11.4%
	Licensing of rental dwelling units	1	2.9%
	Accessory uses and structures	1	2.9%

Permits/Reviews & Rental Licenses:

60 Total Permits/Reviews were issued

31 Rental Inspections were completed

Building		Miscellaneous		Occupancy		Signage	
Residential.....	4	Residential.....	4	Residential	0	Commercial.....	3
Commercial	1	Commercial	0	Commercial.....	5		
Electrical		Plumbing		Utility		Demolition	
Residential.....	7	Residential.....	6	Residential	2	Residential	2
Commercial	1	Commercial	2	Commercial.....	1	Commercial.....	0
Public ROW		Rental Licenses		Rental Inspections			
Issued.....	11	Issued.....	10	Passed	21		
				Failed	10		
Plans, Reviews, Amendments and Appeals				Certificates of Appropriateness			
(ZA, RPR, SR, ZMA, ZTA, SRA)				Issued.....			
(Type) Issued {1 ZA}				4			
				Request for Change/Amendment			
				Issued.....			
				0			

Revenue from 'Issued' Permits/Reviews:

Building Permits	\$2,437.00
Miscellaneous Permits	165.00
Occupancy Permits	150.00
Sign Permits	439.00
Utility Permits	2,125.00
Plan reviews, Amendments & appeals	0.00
Zoning Classification Détermination (info request)	0.00
Municipal Infractions (abatements, admin.)	0.00
Certificates of Appropriateness (COA-ROA)	60.00
Rental Licenses (new & renewal)	375.00
Paid Rental Inspection Requests	0.00
TOTAL	\$5751.00
Demolition Bonds Collected	\$1500.00

Also collected:

P&R Reservations 1657.11
P&R Day Camp 150.00
P&R Swimming Pool00
Main Street 600.00

COMMUNITY DEVELOPMENT PROGRAMS:

Lee Borrer, Senior Community Development Specialist

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Lee Borrer, Senior Community Development Specialist

Staff presented the Draft 2026 CDBG Annual Action Plan at the 2nd Public Hearing; the draft document was posted

The 2024 CAPER public notice and DRAFT CAPER document were published and posted
Staff met with Allegany Museum staff to provide technical assistance, met with Dumbhundred neighborhood group leaders, and attended the ENOUGH organizational meeting

Staff met in committee for the 2026 Annual Fair Housing event, organized the HRC, and facilitated the swag and food for the event that occurred on April 21

Cumberland successfully met the timeliness test due to efforts through the end of April

	April 2026 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Community Development Block Grant Program				
2022 Const Pk (amended)	2022	\$167.04	\$167.04	
2022 Grant Totals	2022	\$167.04	\$167.04	\$0.00
2023 Const Pk (amended)		\$42,231.28	\$42,231.28	
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
2023 Grant Totals		\$120,231.28		\$78,000.00
Baltimore St Redesign Ph 5 Areas	2024	\$330,000.00	\$181,253.40	\$148,746.60
Alleg Youth Enrichment Youth Center Rehab	2024	\$24,000.00	\$0.00	\$24,000.00
IC	2024	\$15,182.00	\$15,182.00	\$0.00
Targeted Foot and Bike Patrol	2024	\$4,960.00	\$4,951.96	\$8.04
Parks and Recreation Improvements	2024			
Const Pk Trails Signage Wayfinding	2024	\$41,082.32	\$0.00	\$41,082.32
Const Pk ADA Parking Lot Grove 4	2024	\$200,851.00	\$92,097.04	\$108,753.96
2024 Grant Totals		\$616,075.32	\$293,484.40	\$322,590.92
City Infrastructure: Oldtown Rd sidewalks	2025	\$278,221.00	\$0.00	\$278,221.00
Allegany Museum Non Res Hist Preservation	2025	\$249,040.00	\$0.00	\$249,040.00
Admin	2025	\$111,374.00	\$48,320.13	\$63,053.87
IC	2025	\$15,182.00	\$2,202.25	\$12,979.75
FH	2025	\$13,444.00	\$6,244.62	\$7,199.38

ACDSS Rental Assist	2025	\$14,000.00	\$7,323.53	\$6,676.47
ACDSS Utility Assist	2025	\$14,000.00	\$13,924.24	\$75.76
SOAR Program	2025	\$20,000.00	\$16,716.56	\$3,283.44
FCRC Shelter Operating Cost	2025	\$18,000.00	\$0.00	\$18,000.00
FCRC Domestic Violence Services	2025	\$18,000.00	\$0.00	\$18,000.00
Targeted Foot and Bike Patrol	2025	\$4,960.00	\$0.00	\$4,960.00
YMCA Food	2025	\$8,000.00	\$3,539.83	\$4,460.17
CEDC Cumberland Rideshare Program	2025	\$12,000.00	\$0.00	\$12,000.00
HRDC Closing Cost Grant	2025	\$10,000.00	\$0.00	\$10,000.00
2025 Grant Totals		\$786,221.00	\$98,271.16	\$687,949.84
			Total All Yrs	\$1,088,540.76
April 2026 CDBG Report				

Human Resources

April Howser, HR Officer/Justin Lam, HR Associate, Joshua Ward, HR Associate
April 2026

- Time & Attendance System
 - * Helped answer questions and fix minor issues
 - * Trained new employees on T&A system
- Employee Benefit Investigations
- Internal Employee Investigations
- Administered FMLA Program for City
- Administered Workers Comp Program for City
- Administered City's Drug testing
- Bi-Weekly Payroll
- YMCA Enrollments
- Employee Inquiries & Updates
- Posted and Administered Job Postings on Indeed & Other Job Boards
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions
- New Hire Interviews (Police, Community Development & Historic Preservation)
- New Employee Onboarding
- Began Summer Seasonal Employee Hiring/Onboarding
- Employee Termination
- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- Researched & Presented New HR Software Platform to City Management
- Open-Enrollment Meetings & Planning
- Selected New Health/Dental/Vision/Life Insurance Providers
- FMLI Leave Training
- Insurance Invoicing
- Administered Police & Fire Testing

- Employee Grievance Process
- Gathered information and documents related to employment issues and uploaded documents to proper authorities

	30-Apr
Open positions	4
New Hires	2
Retirements	0
Resignations	2
Terminations	1
FMLA	3
Workers Comp	3
Elected Officials	5
FT Employees	254
PT Employees	13
Contractual Employees	5

Comptroller's Office
 Financial Activity Report
 April 2026
 Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of April 2026.

On April 1, 2026, the City had a cash balance of \$23.0 million (\$21.6 million invested in a value money market program and \$1.4 million participating in a sweep program at First United Bank). Disbursements exceeded revenues by \$1.1 million resulting in a cash balance of \$22.0 million at April 30, 2026 (\$21.7 million invested in a value money market program and \$0.3 million participating in a sweep program at First United Bank).

As of April 30, 2026, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 2,275,149
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2026	\$ 1,563,389	\$ -	\$ -	160,072	\$ -	\$ 1,403,317
FY 2025	572,031	-	-	57,719	-	514,312
FY 2024	231,329	-	-	82,437	-	148,892
FY 2023	53,632	-	-	266	-	53,366
FY 2022	43,432	-	-	-	-	43,432
FY 2021	27,428	-	-	-	-	27,428
FY 2020	38,269	-	-	-	-	38,269
FY 2019	7,636	-	-	-	-	7,636
FY 2018	8,367	-	-	-	-	8,367
FY 2017	6,759	-	-	-	-	6,759
FY 2016	6,087	-	-	-	-	6,087
FY 2015	5,397	-	-	-	-	5,397
FY 2014	4,328	-	-	-	-	4,328
Prior FY's	7,559	-	-	-	-	7,559
	<u>\$ 2,575,643</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 300,494</u>	<u>\$ -</u>	<u>\$ 2,275,149</u>

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

Real property (non-owner occupied)	\$ 748,236
Personal Property	232,981
Real Property (semiannual payments)	406,441
Real Property (Half Year)	15,659
	<u>\$1,403,317</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash is comprised primarily of CSX funding restricted for capital projects.

Cash and Investment Summary		
April 30, 2026		
	Cash	Investments
Beginning Balance	\$ 22,971,475	\$ 12,197,411
Add:		
Cash Receipts	4,523,562	-
Investment Transfer	-	36,985
Less:		
Disbursements	5,588,735	-
Investment Transfer	-	-
Ending Balance	\$ 21,906,302	\$ 12,234,396
Restricted	\$ 8,246,432	\$ -

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

Restricted Cash				
	4/1/2026	Increase	Utilization	04/31/2026
Police Seizures	\$ 71,947	\$ -	\$ -	\$ 71,947
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	70,902	15,213	-	86,115
Mason Sports Complex Donation	2,080	-	-	2,080
Infill Development Allegany County	150,000	-	-	150,000
National Opioid Settlement	149,148	-	-	149,148
DDC	14	-	-	14
GOB 2026	6,285,975	19,995	23,279	6,282,691
Capital Projects	1,437,439	4,572	-	1,442,011
Let's Beautify Cumberland	8,083	-	-	8,083
Human Relations Commission	656	-	-	656
Demolition & Fiscal Agent Bonds	52,191	-	704	51,487
	\$ 8,230,635	\$ 39,780	\$ 23,983	\$ 8,246,432

Increases to Capital Projects and GOB 2026 are interest earnings.

Increases to Let's Beautify Cumberland are additional donations.

Increases to Bowers Trust are interest earnings and annual revenue.

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

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

National Opioid Settlement is available for opioid intervention in Cumberland.

Capital Projects and Associated Debt:

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

Available Bond Proceeds				
	4/1/2026	Increase	Utilization	4/30/2026
CDA 2023	611,228	-	43,188	568,040
CDA 2024	440,388	-	24,319	416,069
CDA 2025	1,749,401	-	192,836	1,615,164
GOB 2026	6,285,975	19,994	23,279	6,282,691
	\$ 9,086,992	\$ 19,994	\$ 283,621	\$ 8,881,964

CSO Projects				
	4/1/2026	Increase	Utilization	4/30/2026
Evitts Creek Phase 3 Debt	\$ 2,618,130	\$ -	\$ -	\$ 2,618,130
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,855,950	-	-	3,855,950
78" Pipeline Debt	23,193,833	-	-	23,193,833
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,424,533	\$ -	\$ -	\$ 81,424,533

CDA 2023 \$43K utilization is toward the water filtration building design. CDA 2024 \$24K utilization is for a chemical holding tank at the water filtration plant (WFP). CDA 2025 \$193K utilization includes \$12K for concrete street repairs, \$59K for MPA garage entry software, \$1K toward a chemical holding tank at the WFP, and \$109K toward the Wastewater Treatment Plant (WWTP) Clearwell and sludge odor covers and \$12K for a WWTP riding mower. GOB 2026 \$23K utilization consists of \$1K toward the Mechanic/Frederick Street crosswalk and \$22K toward WFP security upgrades. GOB 2026 increase of \$20K is interest earnings.

Remaining CDA 2023 funds consist primarily of a 5-ton dump truck (\$64K), water filtration building design (\$423K), and WWTP main pump replacements (\$75K). Remaining CDA 2024 funds are primarily allocated to sewer lining (\$183K), and main pump replacements (\$79K). Remaining CDA 2025 funds are primarily allocated to sewer lining (\$184K), WWTP odor covers (\$10K), watermain replacements (\$65K), hydrants and cross connections (\$301K), paving and concrete repair (\$416K), intersection light improvements (\$200K), MSC garage floor resurfacing (\$75K) and SCADA improvements (\$100K). Remaining GOB 2026 funds consist primarily of the WWTP solar power array

and switchgear (3.1M), SCADA (\$218K), Mill Race junction box improvements (\$300K), Ridgedale pump station generator (\$200K), and watermain replacements (\$1.1M).

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$8.0 million and is funded with \$5.4 million in grants and \$2.6 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase with most of the funding in place. Phase 4 project cost is estimated at \$4.0 million and is funded with \$3.9 million in loan including \$1.5 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY27 or FY28. The total estimated project cost is \$77.9 million and is substantially funded with \$46.3 million in grants and \$23.2 million in loan with \$4.4 million being forgivable.

Comptroller's Office
Fiscal Year 2026 General Fund Quarterly Budget Review
March 31, 2026

General Fund:

The table below illustrates the differences between the Adopted FY26 budget and the unofficial revised budget with an explanation for the most significant variances. The revised FY26 General Fund budget estimates indicate a \$659K increase in unassigned fund balance is expected. This represents a \$254K improvement over the adopted budgeted increase in unassigned fund balance.

City of Cumberland FY 2026 Adopted vs Revised Comparison			
	Adopted Budget	Revised Budget	Change Fav (Unfav)
Revenues			
Taxes	\$16,054,855	\$16,124,631	69,776
Licenses & Permits	135,200	137,800	2,600
Intergovernmental	5,537,763	5,858,263	320,500
Charges for Services	2,094,708	1,910,879	(183,829)
Fines, Forfeitures & Interest	646,615	731,573	84,958
Miscellaneous	1,318,882	1,628,920	310,038
Financing Proceeds	1,101,836	1,101,836	-
Interfund Transfers	2,617,851	2,559,867	(57,984)
Total Revenue and other financing sources	29,507,710	30,053,769	546,059
Expenditures			
General Government	2,399,698	2,523,564	(123,866)
Public Safety	16,835,668	17,183,013	(347,345)
Public Works	3,599,871	3,555,252	44,619
Recreation	1,031,167	1,091,309	(60,142)
Community Dev & Housing	2,139,285	1,950,036	189,249
Debt Service	3,787,329	3,787,329	-
Operating Transfers	2,964,621	3,105,580	(140,959)
Total Expenditures and other financing uses	32,757,639	33,196,083	(438,444)
Surplus (Deficit)	\$ (3,249,929)	\$ (3,142,314)	\$ 107,615
(Creation) utilization			
Restricted/nonspendable fund balance	2,500,662	2,925,881	425,219
(Creation) utilization Assigned fund balance	1,154,500	875,836	(278,664)
Increase in unassigned Fund balance	\$ 405,233	\$ 659,403	\$ 254,170

Revenue – Overall the revised FY26 revenue estimate is \$546K (1.85%) above the adopted budget. The overall revenue net increase is driven by three primary changes in estimates. Actual year-to-date results through March

2026 indicate an improvement in intergovernmental revenue and miscellaneous revenue; partially reduced by a decline in charges for service revenue.

- Intergovernmental revenue increased \$320K primarily resulting from greater highway user and income tax revenue.
- Miscellaneous revenue increased \$310K primarily due to greater expenditure reimbursements and grant revenue.
- Service revenue decreased by \$184K primarily due to lower projected ambulance service revenue.

Expenditures – The revised FY26 expenditure estimate is \$438K (1.34%) above the adopted budget. This increase is primarily due to the addition of More Cops payroll, capital equipment and capital projects.

Assigned fund balance - The revised FY26 budget is \$279K less than the adopted budget due to reduced utilization for Baltimore Street Bridge, Fayette Street Bridge, Rolling Mill development, and infill development; offset by increased utilization for portions of property rehabilitations, skate park, pool liner replacements, park roof replacements, pool pump, and playground surfacing. In total, the FY26 revised budget reflects an \$876K decrease to the assigned fund balance.

Unassigned fund balance - The revised FY26 budget reflects an increase to the unassigned fund balance of \$659K. This result is the net effect of the above discussion.

The table below depicts the General Fund FY 2026 budget status through March 31, 2026 and its comparison to the prior year.

City of Cumberland

FY 2026 Comparison to FY 2025 General Fund

	FY 2026				FY 2025		
	YTD Thru March 31	Adopted Budget	%age		YTD Thru March 31	Adopted Budget	%age
Revenues							
Taxes	\$ 15,418,069	\$ 16,054,855	96.0%		\$ 14,526,017	\$ 15,074,614	96.4%
Licenses & Permits	64,345	135,200	47.6%		102,372	141,800	72.2%
Intergovernmental	3,631,519	5,537,763	65.6%		3,417,929	5,674,503	60.2%
Charges for Services	1,267,787	2,094,708	60.5%		1,243,434	1,999,452	62.2%
Fines, Forfeitures & Interest	498,216	646,615	77.0%		772,326	930,235	83.0%
Miscellaneous	1,086,968	1,318,882	82.4%		1,176,223	1,164,910	101.0%
Financing Proceeds	1,114,663	1,101,836	101.2%		1,832,973	3,588,000	51.1%
Interfund Transfers	2,559,867	2,617,851	97.8%		2,487,113	2,510,426	99.1%
Total Revenue and other financing sources	25,641,432	29,507,710	86.9%		25,558,387	31,083,940	82.2%
Expenditures							
General Government	1,666,972	2,399,698	69.5%		1,938,826	2,327,303	83.3%
Public Safety	13,277,076	16,835,668	78.9%		12,873,510	15,664,822	82.2%
Public Works	2,478,987	3,599,871	68.9%		3,009,108	3,462,776	86.9%
Recreation	731,783	1,031,167	71.0%		575,928	926,938	62.1%
Community Dev & Housing	1,526,372	2,139,285	71.3%		1,330,774	2,259,585	58.9%
Debt Service	1,648,144	3,787,329	43.5%		1,700,107	3,734,332	45.5%
Operating Transfers	1,800,831	2,964,621	60.7%		3,702,303	5,612,645	66.0%
Total Expenditures and other financing uses	23,130,165	32,757,639	70.6%		25,130,556	33,988,401	73.9%
Surplus (Deficit)	\$ 2,511,267	\$ (3,249,929)			\$ 427,830	\$ (2,904,461)	
(Creation) utilization Restricted d/nonspendable fund balance	1,397,241	2,500,662			1,454,001	943,557	
(Creation) or utilization Assigned fund balance	500,836	1,154,500			1,737,853	2,173,171	
Increase (Decrease) in unassigned Fund balance	\$ 4,409,344	\$ 405,233			\$ 3,619,684	\$ 212,267	

Revenue

Overall, revenue through March 31st is \$83K greater compared to the same period last year primarily due to greater tax revenue, intergovernmental revenue, and interfund transfers; partially offset by less financing proceeds and interest revenue.

- Tax revenue improved by \$892K compared to the prior year primarily due to improved real property tax billings, timing differences among which quarter property tax credits took place and timing differences among corporate personal property tax billings. Personal property assessments are received at varying times of year from the State of Maryland.
 - Real estate tax revenue is greater by \$738K.
 - Personal property corporate tax revenue is greater by \$210K.

- Intergovernmental revenue is \$214K greater than FY26 primarily due to:
 - Greater FEMA SAFER grant (\$503K)
 - Greater Highway User (175K)
 - Less ARPA grant (\$404K)
 - Less Income Tax (\$87K)
- Fines, Forfeitures & Interest are \$274K less than the prior year due to lower sustained investment balances resulting from large capital outlay and lower interest rates due to Federal Reserve interest rate reductions.
- Financing proceeds – During FY25, quarter one includes a one-time \$1.8 million GASB 87 lease accounting financing entry for the Stryker medical equipment. A FY26 debt issuance for \$1.1 million of capital equipment and infrastructure took place in February 2026. The difference is the \$718K year over year difference.
- Interfund transfers – FY26 Sewer Fund Pilot is down by \$63K over the prior year due to reduced net book value as depreciation exceeded new asset additions. Water Fund Pilot is up by \$135K over the prior year due to increased net book value resulting from new asset additions exceeding depreciation.

Expenditures

Overall, expenditures are lower by \$2.0 million compared to the same period last year.

- General government expenditures are lower in FY26 than during the same period last year by \$272K. This decrease is due to timing differences among year-to-date expenditures.
 - Insurance – \$248K lower expenditures resulting from changes in the health insurance enrollment altering the year over year monthly maximum funding equivalent expenditure.
- Public Safety is greater by \$404K in FY26 over FY25 primarily due to greater fire department SAFER grant payroll and greater uniform officer payroll. Both result from fewer vacancies in FY26 compared to FY25.
- Public Works expenditures are \$530K less in FY26 than during the same period last year primarily due to the \$295K difference in capital expenditures in Street Maintenance and fewer snow removal chemicals purchase through March 31st. During FY25, additional paving equipment was received whereas in FY26, fewer equipment purchases took place.
- Operating transfer expenditures are \$1.9 million less in FY26 compared to FY25 due to lower FY26 General Fund capital project activity level.

Health Care Claims Analysis

The table below compares our FY26 health care plan status to FY25. The claims status can fluctuate widely from month to month. It is something we monitor closely, but the earlier in the year the less concerned we are about variances. Key points are as follows:

- Through February 28th, we have a \$645K surplus compared to \$384K in FY26 and a performance ratio of 86.7% compared to 96.61% in FY25.
- A key figure to watch is our performance ratio. The annual rates are established by estimating claims and adding a 15% “corridor” as a cushion for overages. A performance ratio of 100% indicates that we are at the expected claims rate.
- Members of the group pledge a “cross-share” that can be used to cover deficits of other members.
- Our “potential refund” is the balance after cross share which is the surplus less any anticipated cross-share.

Month	Total Deposits	Reinsurance		Net Monthly Claims Paid	CIGNA Refunds	Surplus (Deficit)	Performance Ratio	Pledged Cross		Anticipated Cross Share Needed	Balance After Cross Share
		Received	Pending					%age	Dollars		
Feb-25	2,418,558	114,406	-	2,165,259	19,035	386,740	96.61%	5.0%	(19,337)	(2,950)	383,790
Feb-26	2,695,871	124,437	-	2,165,697	8,863	663,474	86.70%	5.0%	(33,174)	(18,487)	644,987

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for April 2026

**MAINTENANCE DIVISION REPORT
APRIL 2026**

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
APRIL 2026**

- Potholes and Citizen Reports
 - 33 Service Requests Completed
 - 21 Streets and 3 Alleys Repaired
- Street Maintenance and Utility Work
 - Paving was completed on:
 - Mary
 - Humbird
 - Olive
 - Ellea
 - Approximately 1600 T of Material used. Project complete in 1 week
 - Utility Repair work has commenced with the HMA Plants opening
- Tree Removal and Pruning (Arborist)
 - 14 hazard trees were removed
 - 21 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 27 tree complaints and tree issues
- Sign Work
 - 21 Traffic Control Signs Repaired / Installed
 - 18 Street Name Signs Repaired / Installed
 - 8 Handicap Signs Repaired / Replaced
 - 3 Handicap Signs Removed / Installed
- Other
 - Pool Liner project completed
 - Park and Masons are fully open and ready for service
 - New sign landscaping completed at Mason's Complex
 - Paving still outstanding
 - Handicap parking lot at park completed (Minus Paving)
 - Cavanaugh infield replacement project has been completed

Fleet Maintenance Monthly Report

April 2026

Departments	Count of Maintenance Type
Community Development	1
Tires/Tire Repair	1
Engineering	1
Body Repair	1
Fire	4
General Repair	1
PM - Oil Change	2
Transmission	1
Fleet Maintenance	1
PM - Oil Change	1
Flood	8
Brakes	1
General Repair	1
Lights and Electrical	1
No Start	1
Snow Removal	2
Tires/Tire Repair	1
Welding and Fabrication	1
Parks and Rec	10
Body Repair	1
General Repair	2
No Start	1
PM - Oil Change	3
Tires/Tire Repair	3
Police	15
Brakes	1
Diagnostics	2
Oil and Filter Change	1
PM - Oil Change	11
Sewer	8
Exhaust	1
Fluid Leak	1
General Repair	1
Oil and Filter Change	1
PM - Oil Change	1
Snow Removal	2
Welding and Fabrication	1

Street	25
Brakes	1
Diagnostics	2
General Repair	8
Lights and Electrical	1
PM - Oil Change	1
PM - Seasonal Service	1
Snow Removal	8
Tires/Tire Repair	1
Welding and Fabrication	1
Windshield/Glass	1
Water Distribution	8
Battery	2
General Repair	2
PM - Oil Change	2
PM - Seasonal Service	1
Snow Removal	1
WFP	1
PM - Oil Change	1
WWTP	1
Body Repair	1
Grand Total	83

**CENTRAL SERVICES
MONTHLY REPORT
APRIL 2026**

- **City Hall:** Caulked and painted the windows on the done. Fixed the Maryland flag in front of PSB, clip broke. Replaced the US flag on the roof. Picked up the chair taken to City Hall last week.
- **Municipal Service Center:** Washed the RTU's and split units outside of the water Department and on the roof. Installed new hand sink in the mechanic's garage. Installed new paper towel dispenser in main break room and bathroom. Moved everything off the second floor for the strip and waxing. Sprinkler test with Brewer.
- **Public Safety Building:** Fixed toilet in the 2nd floor Fire Department bathroom. Fixed the ADA door button on the inside of lobby. Installed new doors, walls, data cables and outlets on the 3rd floor of PSB for C3I. Replaced the fan and repairing the motor bracket on the chiller. Sprinkler test with Brewer. Removed the rest of the old desks from the 3rd floor on police side. Replaced broken shower head in men's locker room 2nd floor police side. Pulling in a PTZ cable for the new cameras on the 3rd floor police side. Worked on replacing exhaust fan in 3rd floor bathroom police side.
- **Fire Stations #2:** Checked on the boiler and garage door.
- **Downtown Area & Baltimore St:** Worked on the sump pump for the water fall on Baltimore St and Liberty St. corner. Checked on if there is water in the underpass at Queen City Dr. If the sump pump is working or not.
- **Parks:** Pulled the sump pump and removed the rags that where stuck in it at Pavilions 1&2. Replaced bad start capacitor in pump control box at Pavilions 1&2. Worked on getting all the things back together at the pool and pump building. Flushed out the sewer lines in the main pool building at Park. Replaced 2-inch pipe that feeds the booster pump at main pool building. Worked on getting all the things back together at the pool and pump building. Worked on handicap chair lift for the pool, won't turn left and right. Fixed the clean outs at Pavilions 1&2 bathrooms.
- **Traffic and Street Lights:** Reported 10 street lights for the power company to repair. Replaced burned out red lights at Henderson and Knox St intersection. Worked on the lights on McMullen Bridge, replaced bad lights and photo cells. Reset traffic light at Mechanic St and Henderson Ave. that was in flash.
- **Other areas:** Replaced all the old t5 bulbs with LEDs in the Sewer Department garage at WWTP. Replaced LED at the Viaduct parklet.

- Received 31 work orders in April
- Completed 25 work orders April
- Monthly Safety Meeting – April 20, 2026
- PMs on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

. Police Department Monthly Report for April 2026



City of Cumberland Department of Police

Monthly Report
April 2026



City of Cumberland Department of Police

Monthly Report

April 2026

Part 1 Crimes for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Aggravated Assaults	2	2	B & E (All)	15	5	Murder	0	0	Rape	1	2
Robbery	0	4	Theft - Felony	0	0	Theft - Vehicle	1	3			

Selected Criminal Complaints for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Theft - Misdemeanor	36	44	Theft - Petty	8	10	Domestic Assaults	22	20	CDS	27	29
Disturbances	165	152	DOP/Vandalism	18	19	Indecent Exposure	1	3	Sex Off - Other	1	5
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	2	3
Trespassing	74	66	Assault on Police	5	1	Assault Other	28	42			

Selected Miscellenous Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alcohol Volations	5	8	Juvenile Compl.	10	12	Missing Persons	12	4	School Resource	167	111
School Threat	0	0	Sex Off. Regist.	1	0	Truancy	0	0	Death Investigation	8	0

Selected Traffic Incidents for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
DWI	6	4	Hit & Run	13	17	M/V Crash	56	64	Traffic Stop	327	271

Selected Service Calls for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Alarms	37	33	Assist Motorist	43	22	Check Well-Being	116	110	Foot Patrol	310	266
Assist Other Agency	79	49	Bike Patrol	168	0	Special Events	7	6	Suspicious Activity	61	56

Current Incident Status for the Month

	2025	2026		2025	2026		2025	2026		2025	2026
Open	17	70	Arrest	223	200	Closed	2689	2338	Suspended	27	39



City of Cumberland Department of Police

Monthly Report

April 2026

Arrests Totals for the Month

	2025		2026			2025		2026			2025		2026	
M/V Citations	44	41	M/V SERO	4	1	M/V Warnings	280	226	Arrest on View Adult	31	35			
Arrest On Crim. Cit.	35	39	Arrest Summons	18	19	Arrest Warrant Adult	59	45	Adult Crim.	155	156			
Arrest Summon (Chrg)	13	14	Arrest Warrant (Chrg)	4	12	Juvenile Crim.	7	6	Arrest on View Juv	7	5			
Arrest Warrant JUV	0	1	Emer. Petition	13	18	Fingerprinting	0	1	RunAway & Miss Per.	8	7			
Civil Citation	10	17												

Total Incidents Reported :

2025	2026
2,956	2,647

James Pyles - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

APRIL 2026

SWORN PERSONNEL: 48 SWORN OFFICERS

Administration	5 officers
Squad D1	9 officers
Squad N1	9 officers
Squad D2	9 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	1 officer
CAT Team	0 officers
Academy	2 officers

CIVILIAN EMPLOYEES: 6 full time, 6 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 872.25

COMP TIME USED: 93.5

SICK TIME USED: 263.5

YEAR TO DATE (beginning 07/01/25): 7,874

YEAR TO DATE (beginning 07/01/25): 693.25

YEAR TO DATE (beginning 07/01/25): 2,381.5

OVERTIME REPORT

OVERTIME WORKED: 150

HOSPITAL SECURITY: 111.5

COURT TIME WORKED: 420

YEAR TO DATE (beginning 07/01/25): 1,650

YEAR TO DATE (beginning 07/01/25): 1,103

YEAR TO DATE (beginning 07/01/25): 3,374

MUNICIPAL PARKING AUTHORITY (MPA)

APRIL 2026

Parking Citations Issued	76
Warnings Issued	137
Vehicles Towed	7

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for April 2026

[illegible]

Watershed					
Removed downed tree on fire road - Evitts Creek Rd Removed trees & pushed dirt at fill site - Moore's Hollow Rd (several days) Removed downed tree - Lake Gordon Rd Greased D5 & 311 Abandoned services - 9 & 11 Hampton Pl Dug hole for new meter vault @ Highland Estates Hauled dirt to Moore's Hollow Rd fill site Graded dirt @ Moore's Hollow Rd fill site Installed new meter vault & connected 3/4" service line on 36"- Highland Estates/219 Whitetail Ln Highland Estates - installed ladder, hasp & lock/drilled holes for antennas Removed downed tree - Lake Koon boat ramp Highland Estates - dug 4" drain line from new meter vault to ditch/backfilled, seeded, strawed Burned brush pile @ dam Highland Estates - installed 16" x 16" tapping saddle on 16" main Removed downed tree WFP - Lake Gordon Rd Checked hydrant operation Va Ave @ First St - hydrant is good Park pool - shut down valves and started filling (several days) Repaired leak - 13118 Bedford Rd 13118 Bedford Rd - installed new curb box Marked valve boxes - Williams St					
GRAND TOTAL					1211

Sanitary Sewer Department Monthly Report



Apr-26

Calls Answered:	11
Service Lines Opened:	8
Owner's Trouble:	3
Traced Lines/ mains	117
Flushed Mains.	3,493'
Mains Repaired/ Replaced	2-8ft
Sewer Taps Installed	1
Cleaned Catch Basins	6
Cleanouts Installed	4
Televised Sewer Mains	13-6,257ft
Televised Sewer Lines	4-170ft
Call Outs/ Overtime	3calls 3hrs
Weekly Check of Overflows, pits, etc....	4

George Chory
Supervisor

Water Usage:

608	10,000	Gals.
605	6,000	Gals.

File Attachments for Item:

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



Mayor and City Council Of Cumberland

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

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

MINUTES

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

DATE: May 5, 2026

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

ABSENT: Council Member Richard J. "Rock Cioni"

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chief Pyles and Lee Borrer, Senior Community Development Specialist;

IV. Statement of the Closed Meeting

On April 28, 2026, the Mayor and City Council met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall for the purpose of immediately closing the meeting to conduct interviews for the Fire Chief position and to hold a discussion relative to the same. Authority to close the session is provided by Section 3-305(b)(1)(i) of the General Provisions Article of the Annotated Code of Maryland.

IV. Presentations

1. Added the recognition of the Bishop Walsh Mock Trial Team for their second consecutive state championship

Coach Orndoff gave recognition to the coach's and the team's success.

2. Recognition of the retirement of Shannon Adams

Mayor Morriss and Mr. Silka honored the retirement of Shannon Adams and reflected on his accomplishments throughout his 31 years of service to the City.

3. A presentation made to the City Clerk for Municipal Clerk's Week

Mayor Morriss read a Proclamation and recognized the dedication and contributions Allison Layton makes as the City Clerk of Cumberland.

V. Approval of Minutes

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

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes of April 21, 2026 and the Closed Session Minutes of April 28, 2026.

VI. Public Hearing

1. Public Hearing to receive comments on the Consolidated Annual Performance Evaluation Report (CAPER) for the 2024 fiscal year, presented by Lee Borrer, Senior Community Development Specialist

CONVENED: 6:42 pm

Lee Borrer outlined the 2024 Community Development Block Grant accomplishments for the City of Cumberland, highlighting **\$726,071** in total expenditures supporting infrastructure, public facilities, and community services.

Financial Breakdown

- **Total Expended:** \$726,071, which includes \$643,290 in regular CDBG funds and \$82,781 in CDBG-CV (CARES Act) funds.
- **Public Facilities:** \$448,984 directed toward major renovations and park improvements.
- **Infrastructure:** \$81,673 spent on the Baltimore Street Redesign.
- **Public Services:** \$69,943 used for community-based activities.

Key Project Highlights

- **Recreation & Youth:** Funds supported the design and construction of Constitution Park trails, a new playground, as well as the rehabilitation of the AYEPS.
- **Housing & Shelters:** Improvements to the YMCA Gilchrist Homeless Shelter, and a roof rehabilitation for an assisted living unit.

- **Public Safety:** The Cumberland Police Department conducted 149 total foot and bike patrols, resulting in 502 personal contacts.
- **Fair Housing:** The Human Relations Commission held roundtable discussions on attainable housing.

Community Impact

- **Direct Service:** 1,079 people were served through programs covering health, food, broadband access, and youth services.
- **Specific Outcomes:** 32 individuals graduated from an abuse intervention program, and 79 people received food through the Gilchrist Center.
- **Housing Support:** 124 beneficiaries accessed the transitional housing facility and its security programs.

ADJOURNED: 6:50 pm

VII. Public Comments for Agenda Items Only

No comments were received

VIII. Unfinished Business

(A) Ordinances

1. Ordinance 4049 (*2nd & 3rd readings*) - authorizing the transfer of 414 Grand Avenue to Trustech Pro, 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 Lepley, and was passed on a vote of 4-0.

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

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

2. Ordinance 4050 (*2nd & 3rd readings*) - authorizing the transfer of 319 Columbia Street, 321 Columbia Street, 659 Greene Street, 661 Greene Street, and 317 Cecelia Street to Christiansen Properties, LLC for the purchase price of \$300

SECOND READING: Motion to accept the second reading was made by Council Member Furstenberg, seconded by Council Member Lepley, and was passed on a vote of 4-0.

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

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

3. Ordinance 4051 (*2nd & 3rd readings*) - providing for the closure of a portion of Strathmore Boulevard, a portion of Longwood Drive and a portion of a 12-foot unnamed alley near Seton Drive, all being located within the City of Cumberland

SECOND READING: Motion to accept the second reading was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 4-0.

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

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

IX. New Business

(A)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 Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

1. Order 28,001 - declaring certain equipment to be surplus property and authorizing it for sale, trade in, scrap or disposal
2. Order 28,002 - approving the sole source purchase of a GPS Maintenance System from Samsara for a three year period in an amount not to exceed \$70,069.44
3. Order 28,003 - approving the sole source purchase of new compliant structural PPE turn-out gear from Fire Chasers Fire Equipment in the amount not to exceed \$54,250
4. Order 28,004 - reappointing Michael Scott Cohen to the position of City Solicitor for a four-year term, effective May 16, 2026 through May 16, 2030
5. Order 28,005 - amending Order No. 27,837, originally approved on September 16, 2025 accepting the bid from Ameri-Seal LLC for the milling of City streets in support of the Street Department's Fall Paving Operations in the increased amount of \$23,761.36, bringing the new total project cost not to exceed \$118,761.36 due to an increase in project scope
6. Order 28,006 - authorizing the City Administrator to execute all FY27 Employment Agreements for part-time and seasonal employees of the City of Cumberland
7. Order 28,007 - authorizing the sole source award of the Sedgwick Sewer Line rehabilitation work to First Fruits Excavating, Inc., to replace 180 linear

feet of sewer, three sewer manholes and six service connections with cleanouts in the not to exceed amount of \$53,456

8. Order 28,008 - awarding the 2026 ECWC Watershed Timber Sale to the highest responsive bidder, Loque Bros. Lumber in the lump sum of \$79,000 for the sale of approximately 196,778 board feet of timber at the Evitts Creek Watershed

9. Order 28,009 - authorizing the execution of Change Order No. 1 with Main Line Commercial Pools for flow cover replacements for expired covers relating to the Constitution Park Pool Liner Replacement Project (City Project 2025-24-RECR) in the amount not to exceed \$801.24, bringing the total project cost not to exceed \$329,801.24

10. Order 28,010 - accepting the proposal of low responsive bidder Top Coat Technicians for Epoxy Flooring to repair broken concrete at the Municipal Service Center in an amount not to exceed \$51,165

11. Order 28,011 - approving the purchase of three new Garage Lifts from Matz Equipment for use by the Fleet Maintenance Department in an amount not to exceed \$59,969, with pricing through COSTARS Cooperative in accordance with City Code Section 2-171(c) pertaining to purchasing cooperatives

12. Order 28,012 - accepting the bid of low responsive bidder First Fruits Excavating, Inc., for the Rolling Mill Area Pedestrian Access Improvements Contract (City Project 2026-04-FHLD) for the design and installation of numerous accessible curb ramps and entrances at various locations within the Rolling Mill area in an amount not to exceed \$374,032.25

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

Chris Meyers – advised that individuals have gotten injured as a result of the unsafe work areas downtown and inquired if the City is moving forward implementing an ordinance to enforce safety

Mike McKay – provided a 90-day report from the 449th General Assembly that highlights the accomplishments from the session that includes \$74 million to be allocated over several districts.

William Taccino – raised concerns about traffic and public safety on Pine Avenue, as well as the CSX lawsuit discussed at the last meeting. He also inquired about the legitimacy of an ambulance bill.

Mike Cornelius – inquired how the church feeding homeless people is going to be addressed as well as the trash and pigeon issues in his neighborhood.

Tamara Clarke – presented concerns against fluoridation in our drinking water and cited health risks and lack of informed consent.

David Biser – with prices increasing and an aging population, he encouraged reconsideration for funding the water and sewer departments.

Adjournment

With no further business at hand, the meeting adjourned at 7:29 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502
Tuesday, May 5, 2026; 4:30 pm

PRESENT: Mayor Raymond M. Morriss; Council Members: Eugene Frazier, James Furstenberg, and Brian Lepley.

ABSENT: Richard J. "Rock" Cioni

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Robert Smith, Director of Engineering and Utilities; Rich Reinhardt, Percy Public Affairs; Mark Gandolfi, Comptroller; and Chief Pyles

Media: Hannah Fout from WCBC, and Theresa McMinn from Cumberland Times News

Members of the public

I. FUNDING REQUEST FROM ALLEGANY COUNTY FOR PHASE II OF THEIR WILLOWBROOK OUTDOOR WELLNESS COMPLEX

Mr. Silka advised that Allegany County is requesting a \$200K contribution from the City toward the \$1.8M Phase II project to install restroom facilities, concession stands, and stadium lighting at Allegany College. Council members questioned the overlap with the proposed Sports Complex and agreed to wait until information on when the feasibility study would be completed and when

the County needed to know about the funding before making a decision. Mr. Silka will bring more information to a future meeting.

II. DISCUSSION OF A LEGISLATIVE ACTION REQUEST

Mr. Silka proposed reaching out to the Maryland Municipal League (MML) to gain support for municipalities like Cumberland in seeking state oversight of electric bikes and scooters due to rising safety concerns and the lack of licensing or insurance requirements.

In addition, Mr. Silka proposed to also inquire with MML regarding assistance in implementing the FAMLI Act. The program will begin taxing employees beginning January 1, 2027 with the program becoming available for use in January of 2028.

III. RIVER PARK PROJECT UPDATE

Robert Smith presented drawings outlining the project and advised that it is progressing, which consists determining who will have ownership of and take responsibility for maintenance of the walking path and the 20-spot parking lot under I-68.

To move forward with the project, the City would have to enter an MOU with Canal Place, assuming ownership and maintenance of the trails and the parking lot. All of the Council members agreed to proceed with the MOU.

IV. 2026 END OF SESSION REPORT PRESENTED BY RICH REINHARDT OF PERCY PUBLIC AFFAIRS (VIA ZOOM AT 5:00 PM)

Fiscal Overview & State Budget

- **Budget Balancing:** Maryland faced a projected **\$1.5 billion** budget gap. To balance it without new taxes, the state repurposed approximately **\$282 million** from the Strategic Energy Investment Fund (SEIF) to help close the shortfall.

- **Energy Relief:** An additional **\$100 million** from the SEIF was used to reduce "Empower Maryland" program surcharges on utility bills, which is projected to save the average Maryland homeowner roughly **\$150 annually**.
- **Future Deficits:** A structural deficit is projected to grow from **\$2.3 billion** in the coming term to over **\$4.1 billion by fiscal year 2031**. This is largely driven by education mandates.

Key Wins for Western Maryland

- **Flood Recovery:** The state allocated **\$9.45 million** in FY27 to support recovery efforts in Westernport and Allegany County following the May 2024 floods.
- **George Edwards Fund:** The Fund received **\$9 million** to support regional economic development.
- **Disparity Grants:** Allegany County is set to receive approximately **\$6 million** of a total \$27 million allocation for local government disparity grants.
- **Historic Vehicle Tags:** Legislation reverted the eligibility for historic vehicle tags from pre-1999 models, back to vehicles **25 years or older**.

Additional Highlights

- **Non-Profit Accountability:** New budget language was adopted that allows the state to restrict grants to non-profit organizations if they are not compliant with required state tax filings.
- **Immigration & Law Enforcement:** A controversial budget provision restricts over **\$124 million** in state aid to local law enforcement until departments certify they are not cooperating with ICE on certain immigration efforts.
- **Western Maryland Scenic Railroad:** **\$325,000** in operational funds was secured to support its ongoing steam engine operations between Cumberland and Frostburg.
- **Solar Permitting Mandate:** A new requirement for all local governments to implement automated **IT solar permitting software** for residential systems by August 2027.

V. FOLLOW UP BUDGET PRESENTATION

Mark Gandolfi reviewed the overall fiscal position for FY27 that includes a total budget of approximately \$87 million. Some of the main factors that emerged include:

Key Financial Drivers

- **Project Substitution:** A \$400,000 sewer replacement project on Sedgwick was removed in favor of a more immediate \$60,000 project, reducing anticipated debt by \$406,000.
- **Grant Reallocation:** A \$35,000 city match for a sports complex study was reallocated as a special project for the CEDC, though the project scope remains the same.
- **New Facility:** A \$60,000 pavilion for the Mason Road Recreation Complex was added to the budget, with \$54,000 covered by grant funding.
- **Assessable Base:** The city's assessable base is projected to grow by 5.94%.
- **Utility Rate Increases:** To address the increasing operational costs, an 8% rate increase for water and an 11% rate increase for sewer are recommended in order to keep the funds cash-neutral.
- **Cost-of-Living Adjustment (COLA):** The budget includes a 3% COLA for all full-time employees, which is just under the current 12-month inflation rate.
- **New Positions/Staffing:** The budget funds three new full-time positions, and has 263 budgeted positions with only nine current vacancies.

VI. CITY ADMINISTRATOR UPDATES

There are 27 entrants for the 250th parade, and five food trucks are committed. Registration is open until June 8, 2026.

In a concentrated effort along the Virginia Avenue corridor, door hangers will be placed to advise of code enforcement, and a chance to win a gift cards will be provided for motivation.

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

No discussion took place

VIII. MAYOR AND CITY COUNCIL UPDATES

Councilman Lepley met with John Michael, Assistant Director for Resources for Independents, who voiced concerns and proposed solutions he would like to discuss with the Council Members.

Concerns were addressed regarding soliciting signs along roadways and enforcement.

IX. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:12 p.m.

Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____

File Attachments for Item:

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

RESOLUTION NO. R2026-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED A RESOLUTION TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL OF CUMBERLAND (THE “CITY”), PURSUANT TO THE AUTHORITY OF SECTIONS 19-301 TO 19-309, INCLUSIVE, OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 9-1601 TO 9-1622, INCLUSIVE, OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 81 AND 82A OF THE CHARTER OF THE CITY OF CUMBERLAND, AND ORDINANCE NO. 4045, PASSED BY THE MAYOR AND CITY COUNCIL OF THE CITY (THE “MAYOR AND CITY COUNCIL”) ON APRIL 7, 2026 AND EFFECTIVE ON MAY 7, 2026 (THE “ORDINANCE”), TO ISSUE AND SELL, UPON ITS FULL FAITH AND CREDIT, TWO SEPARATE SERIES OF GENERAL OBLIGATION BONDS, ONE SUCH SERIES TO BE IN THE FORM OF A SINGLE INSTALLMENT BOND IN ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS (\$1,223,676) AND DESIGNATED THE “MAYOR AND CITY COUNCIL OF CUMBERLAND WATER QUALITY BOND, SERIES 2026A (TAX-EXEMPT),” AND THE OTHER SUCH SERIES TO BE IN THE FORM OF A SINGLE BOND IN ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS (\$1,223,676) AND DESIGNATED THE “MAYOR AND CITY COUNCIL OF CUMBERLAND WATER QUALITY BOND, SERIES 2026B (TAXABLE PF),” SUCH BONDS TO BE SUBJECT TO DIFFERENT DESIGNATIONS AS PROVIDED HEREIN; THE BONDS TO BE

ISSUED AND SOLD AND THE PROCEEDS THEREOF TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING OR REIMBURSING COSTS OF A WASTEWATER SYSTEM PROJECT GENERALLY REFERRED TO BY THE CITY AS “EVITTS CREEK CSO P-4” AND RELATED COSTS; PRESCRIBING, APPROVING AND ADOPTING THE SUBSTANTIALLY FINAL FORMS OF THE BONDS, THE TERMS AND CONDITIONS FOR THE ISSUANCE AND SALE OF THE BONDS BY PRIVATE SALE, WITHOUT PUBLIC BIDDING, TO THE MARYLAND WATER INFRASTRUCTURE FINANCING ADMINISTRATION (THE “ADMINISTRATION”), AND OTHER DETAILS INCIDENT THERETO, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ADJUST AND TO FIX CERTAIN DETAILS OF THE BONDS; APPROVING THE SUBSTANTIALLY FINAL FORMS OF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF, TWO LOAN AGREEMENTS WITH THE ADMINISTRATION PURSUANT TO WHICH ADVANCES WILL BE MADE UNDER THE BONDS; AUTHORIZING CERTAIN OFFICIALS TO TAKE CERTAIN ACTIONS WITH RESPECT TO THE LOAN AGREEMENTS AND DESIGNATING CERTAIN OFFICIALS AS “AUTHORIZED OFFICERS” FOR PURPOSES OF THE LOAN AGREEMENTS; PROVIDING FOR THE DISBURSEMENT OF ADVANCES OF THE BONDS; PROVIDING FOR THE IMPOSITION OF AD VALOREM TAXES SUFFICIENT FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS; PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY TO THE PAYMENT OF DEBT SERVICE ON THE BONDS; PROVIDING THAT DEBT SERVICE ON THE BONDS WILL BE PAYABLE IN THE FIRST INSTANCE FROM REVENUES RECEIVED BY THE CITY

IN CONNECTION WITH THE OPERATION OF THE WASTEWATER SYSTEM SERVING THE CITY, TO THE EXTENT LAWFULLY AVAILABLE THEREFOR; PROVIDING THAT DEBT SERVICE ON THE BONDS ALSO MAY BE PAID FROM ANY OTHER SOURCES OF REVENUE LAWFULLY AVAILABLE TO THE CITY FOR SUCH PURPOSE; AUTHORIZING AND DIRECTING OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE CERTAIN ACTIONS; MAKING OR PROVIDING FOR THE MAKING OF CERTAIN REPRESENTATIONS, COVENANTS OR DESIGNATIONS RELATING TO THE TAX-EXEMPT STATUS OF INTEREST PAYABLE ON ONE OF THE BONDS; PROVIDING THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE ORDINANCE OR THIS RESOLUTION, THE CITY SHALL USE AND APPLY PROCEEDS OF THE BONDS ONLY AS PERMITTED BY THE LOAN AGREEMENTS, THE CLEAN WATER ACT (AS DEFINED IN THE LOAN AGREEMENTS) AND THE ACT (AS DEFINED IN THE LOAN AGREEMENTS); PROVIDING THAT THE PROVISIONS OF THIS RESOLUTION SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR THE BONDS.

RECITALS

1. Mayor and City Council of Cumberland, a municipality of the State of Maryland within the meaning of the Enabling Act identified below and a municipal corporation of the State of Maryland within the meaning of the MWIFA Act identified below (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 (the “Enabling Act”), and Sections 81 and 82A of the Charter of the City of Cumberland (the “Charter”), to borrow money for any proper public purpose and to evidence

such borrowing by the issuance and sale of its general obligation bonds. Pursuant to Sections 9-1601 to 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland (the “MWIFA Act”), the City is authorized to issue its general obligation bonds to finance or reimburse costs of a “wastewater facility” project (as defined in the MWIFA Act).

2. Pursuant to Ordinance No. 4045, passed pursuant to the authority of the Enabling Act, the MWIFA Act and Sections 81 and 82A of the Charter by the Mayor and City Council of the City, the governing body of the City (the “Mayor and City Council”), on April 7, 2026 and effective on May 7, 2026 (the “Ordinance”), the City authorized the issuance and sale from time to time, upon its full faith and credit, of one or more series of its general obligation bonds in an original aggregate principal amount not to exceed Two Million Four Hundred Forty-Seven Thousand Three Hundred Fifty-Two Dollars (\$2,447,352) (the “Authorized Bonds”), and the Ordinance provides that any such series may consist of one or more bonds and that any bond may be issued in installment form and/or draw-down form.

3. The Ordinance provides that the proceeds of the Authorized Bonds are to be used and applied for the public purpose of financing, reimbursing or refinancing costs incurred in connection with undertaking activities relating to the fourth phase of a multi-phase project to reduce the frequency and volume of combined sewer overflows (CSOs) and improve the City’s sewer infrastructure that the City generally refers to as the “Evitts Creek CSO P-4” (or by similar names) (the “Project”). In connection with the Project, the City has undertaken or paid for or will undertake or pay for, as applicable, related study, architectural, engineering, planning, design, document development, bidding, demolition, razing, removal, acquisition, construction, improvement, installation, modification, renovation, reconstruction, repair, rehabilitation, replacement, improvement, equipping, inspection, and construction management activities, including

with respect to related improvements and appurtenances; to the extent applicable, the acquisition of necessary property rights and equipment; related site and utility improvements; site restoration; contingencies; related financial, legal and administrative expenses; and costs of issuance of any borrowing therefor (collectively, “Costs of the Project” or “Costs”), all to the extent permitted by the Maryland Water Infrastructure Financing Administration (the “Administration”).

4. The City has determined that it is in the best interest of the City and its citizens to issue and sell to the Administration at this time two separate series of the Authorized Bonds, each consisting of a single bond, in order to finance or reimburse Costs of the Project in accordance with, and pursuant to, the authority contained in the Enabling Act, the MWIFA Act, Sections 81 and 82A of the Charter and the Ordinance, and upon the terms and conditions set forth in this Resolution, the proceeds of which general obligation bonds are to be used and applied as herein set forth. Such general obligation bonds shall evidence loans made by the Administration to the City from the Water Quality Revolving Loan Fund identified in the MWIFA Act for purposes of financing or reimbursing Costs of the Project.

5. The MWIFA Act provides that a local government borrower shall identify a dedicated source of revenue for repayment of a loan.

6. Pursuant to the Ordinance, the Mayor and City Council pledged its full faith and credit and unlimited taxing power to payment of the Bonds (as defined in Section 2(a) of this Resolution) and provided that debt service thereon would be payable in the first instance from revenues received by the City in connection with the operation of the wastewater system serving the City and surrounding areas, including fee or charges for the use of or connection to such wastewater system, all to the extent such revenues are lawfully available for such purpose. Such wastewater system revenues are the dedicated source of revenues required by the MWIFA Act.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

SECTION 1. (a) The Recitals to this Resolution are incorporated by reference herein and are deemed a substantive part of this Resolution, and capitalized terms defined in the Recitals to this Resolution and used in the Sections of this Resolution will have the meanings given to such terms in the Recitals hereto.

(b) Subject to the provisions of Sections 7 and 9 of this Resolution, references in this Resolution to any official by title shall be deemed to refer (i) to any official 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 stead in the event of a vacancy in such position or during the absence, disability or unavailability of such titled official, (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” capacity as such an official, 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 commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority (including this Resolution) with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Resolution to “officials” of the City shall be construed to refer to employees of the City where applicable.

(d) References in this Resolution to the “principal amount” of either Bond (as defined in Section 2(a) of this Resolution) shall mean the par amount of such Bond.

(e) References in this Resolution to the “Project,” “Costs of the Project” and “Costs” are intended to include any modifications or amendments to components of the Project as provided for in City budgetary materials or made by other appropriate actions and that are acceptable to the Administration.

(f) References in this Ordinance to interest on a Bond being excludable from or includable in gross income for federal income tax purposes shall be construed as referring to the provisions of Section 103 of the Internal Revenue Code of 1986, as amended, and related U.S. Treasury Regulations.

(g) References in this Resolution to any statutory or legislative authority (including the Charter and the City Code) shall be deemed to refer to such statutory or legislative authority as replaced, supplemented or amended, to the extent applicable.

(h) To the extent that applicable laws, orders, regulations or other authority allow for signatures of City officials to be made by digital, facsimile, electronic or other means, the provisions of such applicable laws, orders, regulations or other authority allowing signatures to be made in a manner other than manually shall apply to any signatures of City officials provided for in or contemplated by this Resolution, including on this Resolution. In addition, this Resolution may be executed in counterparts.

SECTION 2. (a) Pursuant to the authority of the Enabling Act, the MWIFA Act, Sections 81 and 82A of the Charter and the Ordinance, the City hereby determines to issue and sell, upon its full faith and credit, two separate series of general obligation bonds for the public purpose of financing or reimbursing Costs of the Project. One such series shall consist of a single general obligation installment bond issued in the original principal amount not to exceed One Million Two Hundred Twenty-Three Thousand Six Hundred Seventy-Six Dollars (\$1,223,676) and shall be

designated as the “Mayor and City Council of Cumberland Water Quality Bond, Series 2026A (Tax-Exempt)” or by such additional or different designation as may be required by the Administration (the “Series 2026A Bond”). The other such series shall consist of a single general obligation bond issued in the original principal amount not to exceed One Million Two Hundred Twenty-Three Thousand Six Hundred Seventy-Six Dollars (\$1,223,676) and shall be designated as the “Mayor and City Council of Cumberland Water Quality Bond, Series 2026B (Taxable PF)” or by such additional or different designation as may be required by the Administration (the “Series 2026B Bond” and, together with the Series 2026A Bond, the “Bonds,” or, individually, a “Bond”). Payment of the Series 2026B Bond shall be subject to forgiveness by the Administration in accordance with the provisions of Section 3(j) hereof and the terms of the Series 2026B Bond. The Mayor of the City (the “Mayor”), on behalf of the City, with the advice of the City Administrator of the City (the “City Administrator”) and the Comptroller of the City (the “Comptroller”), is hereby authorized and directed to determine and approve the final original principal amounts of the respective Bonds, provided that the final original principal amount of the Series 2026A Bond shall not exceed \$1,223,676 and the final original principal amount of the Series 2026B Bond shall not exceed \$1,223,676, such determination and approval to be evidenced conclusively by the Mayor’s execution and delivery of the Bonds reflecting such finally determined principal amounts pursuant to Sections 5 and 7 of this Resolution.

(b) Proceeds of the Bonds shall be applied to Costs of the Project only as permitted by the Administration.

(c) The Administration generally refers to the Project by the following name: “Evitts Creek CSO Upgrades Phase IV Interceptor Sewer to ECPS.” That is the name under which the loans to the City for Costs of the Project were approved by the Maryland Board of Public Works. The City and the Administration may use different names to identify the Project.

SECTION 3. (a) The Bonds shall be issued and sold upon the full faith and credit of the City, shall be dated the date of their delivery, shall be numbered RA-1 and RB-1, respectively, and shall be issued in the form of single, fully-registered bonds, without coupons attached. The Series 2026A Bond shall be issued in installment form as authorized pursuant to the Ordinance.

(b) Subject to the provisions of subsections (d) and (e) below and the further provisions of this subsection (b), the principal amount of the Series 2026A Bond advanced under the Series 2026A Loan Agreement (as defined in Section 8(b) hereof), shall be paid in thirty (30) installments on the dates and in the amounts as set forth in the following schedule, as such schedule may be revised in accordance with the provisions of the Series 2026A Bond and the Series 2026A Loan Agreement:

<u>Due</u> <u>February 1</u>	<u>Principal</u> <u>Amount</u>	<u>Due</u> <u>February 1</u>	<u>Principal</u> <u>Amount</u>
2027	\$34,650.40	2042	\$40,829.63
2028	35,031.55	2043	41,278.77
2029	35,416.89	2044	41,732.83
2030	35,806.49	2045	42,191.89
2031	36,200.35	2046	42,656.01
2032	36,598.55	2047	43,125.21
2033	37,001.15	2048	43,599.59
2034	37,408.15	2049	44,079.19
2035	37,819.65	2050	44,564.07
2036	38,235.65	2051	45,054.27
2037	38,656.25	2052	45,549.87
2038	39,081.47	2053	46,050.91
2039	39,511.37	2054	46,557.47
2040	39,945.99	2055	47,069.61
2041	40,385.39	2056	47,587.38

The foregoing amortization schedule is calculated based on an assumed date of delivery for the Series 2026A Bond of May 28, 2026, an estimated completion date for the Project occurring in September 2026, and a per annum interest rate of 1.10% as calculated in accordance with

subsection (c) below for such assumed delivery date. Notwithstanding the foregoing amortization schedule, the Mayor, on behalf of the City, with the advice of the City Administrator and the Comptroller, is hereby authorized and empowered to approve a revised amortization schedule on a roughly level debt service basis (annualized) for the Series 2026A Bond (after taking into account any minimal initial principal payment required by the Administration) prior to the delivery thereof that is approved by the Administration and (i) corrects any typographical or calculation errors reflected in the foregoing amortization schedule, (ii) accounts for the issuance of the Series 2026A Bond in an original principal amount of less than One Million Two Hundred Twenty-Three Thousand Six Hundred Seventy-Six Dollars (\$1,223,676), (iii) accounts for delivery of the Series 2026A Bond on a date other than May 28, 2026, (iv) accounts for an estimated Project completion date occurring other than in September 2026, and/or (v) is structured to meet the Administration's program requirements and the requirements of the MWIFA Act, such approval of any revised amortization schedule to be evidenced conclusively by the Mayor's execution and delivery of the Series 2026A Bond containing such revised amortization schedule in accordance with the provisions of Sections 5 and 7 of this Resolution. The amortization schedule provided for in this subsection (b) shall be subject to adjustment post-delivery of the Series 2026A Bond as provided in the Series 2026A Bond and the Series 2026A Loan Agreement.

(c) The Series 2026A Bond, or so much of the principal amount thereof as shall have been advanced from time to time under the terms of the Series 2026A Loan Agreement, shall bear interest from its dated date at an annual rate of interest equal to 25% of the average of the Bond Buyer 11-Bond Index for the month prior to the month in which the Series 2026A Bond is delivered, provided that, the rate determined by such calculation may be rounded down by the Administration in its sole discretion. If the Series 2026A Bond is delivered in May 2026, the per annum interest rate

payable on the Bond, as determined in accordance with the provisions of this subsection (c), will be 1.10%. Interest due on the unpaid principal amounts advanced under the Series 2026A Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the dates of the respective advances of such principal amounts, and, subject to the provisions of subsection (d) below, shall be paid on August 1, 2026 and semiannually thereafter on the 1st day of February and August in each year until the principal amount of the Series 2026A Bond has been paid.

(d) The payment dates and principal installments provided for in the foregoing subsections (b) and (c) are based on an anticipated date of delivery of the Series 2026A Bond on May 28, 2026, an annual interest rate of 1.10% per annum determined in accordance with subsection (c) above based on such anticipated date of delivery, and an estimated completion date for the Project occurring in September 2026. Notwithstanding the foregoing, in the event the Series 2026A Bond, for whatever reason, is delivered on a date other than May 28, 2026, the estimated completion date for the Project is determined prior to the delivery of the Series 2026A Bond to be other than in September 2026, or the Administration determines in accordance with its program requirements that a different amortization schedule is required, the Mayor, on behalf of the City, is hereby authorized and directed to adjust and change the principal payment dates and principal installment amounts (including, without limitation, by requiring an initial minimal principal payment and/or by otherwise adjusting the dates on which principal and/or interest will commence and will otherwise be due and/or by adjusting the principal amounts set forth in subsection (b) above) and to approve the revised amortization schedule prepared by the Administration on a roughly level debt service basis (exclusive of any initial minimal principal payment due on the Series 2026A Bond as required by the Administration), all as required by the Administration in order to meet the requirements of Section 9-1605(d)(1) of the MWIFA Act or to meet other requirements of the Administration, provided that

the final original principal amount of the Series 2026A Bond does not exceed One Million Two Hundred Twenty-Three Thousand Six Hundred Seventy-Six Dollars (\$1,223,676), such approval and adjustment to be evidenced conclusively by the Mayor's execution and delivery of the Series 2026A Bond containing such revised amortization schedule in accordance with the provisions of Sections 5 and 7 of this Resolution. The final amortization schedule shall be for a term ending approximately thirty (30) years or fewer after the estimated date of completion of the Project, taking into account the Administration's standard annual principal payment dates and semi-annual interest payment dates, and any one-time initial minimal principal payment date, as well as the requirements of the MWIFA Act.

(e) If the Administration determines at any time following delivery of the Series 2026A Bond to reduce the maximum amount of the Loan Commitment (as defined in the Series 2026A Loan Agreement) relating to the Series 2026A Bond in accordance with Section 3.08 of the Series 2026A Loan Agreement, the Maximum Principal Amount (as defined in the Series 2026A Bond) of the Series 2026A Bond shall be reduced accordingly and such Maximum Principal Amount as so reduced shall be amortized as provided in the Series 2026A Loan Agreement. In such event, as determined by the Administration, the City may execute and deliver (in the manner provided for in Sections 5 and 7 hereof for the original delivery of the Series 2026A Bond) a new Series 2026A Bond evidencing such reduction in the Loan Commitment relating to the Series 2026A Loan and/or the Mayor may execute and deliver any certificates, documents or instruments as the Administration may require pursuant to Section 3.08 of the Series 2026A Loan Agreement.

(f) The City shall pay (i) a late charge for any payment of principal of or interest on the Series 2026A Bond that is received later than the tenth (10th) day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the

extent permitted by law) interest at the Default Rate provided for in the Series 2026A Loan Agreement, which Default Rate shall be equal to 100% of the average of the weekly Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Series 2026A Bond is delivered, provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Amounts payable pursuant to this subsection (f) shall be immediately due and payable to the Administration and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full. If the Series 2026A Bond is delivered in May 2026, the Default Rate, as determined in accordance with the provisions of this subsection (f), will be 4.62% per annum.

(g) The principal of the Series 2026B Bond advanced under the Series 2026B Loan Agreement (as defined in Section 8(b) hereof) shall be payable upon demand by the Administration in accordance with the Series 2026B Loan Agreement, together with interest at an annual rate equal to one hundred percent (100%) of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Series 2026B Bond is delivered (provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion), accruing from the date on which such demand is made by the Administration, which demand may be made at any time prior to that date which is the ten (10) year anniversary of the date of delivery of the Series 2026B Bond. Prior to any such date of demand, the Series 2026B Bond shall bear interest at the rate of zero percent (0.00%) per annum. If the Series 2026B Bond is delivered in May 2026, the interest rate as determined in accordance with this subsection (g) will be 4.62% per annum.

(h) The City shall pay a late charge for any payment of principal of or interest on the Series 2026B Bond that is received later than the thirtieth (30th) day following the date of demand for payment of the Series 2026B Bond, in an amount equal to 5% of such payment.

(i) If the Administration determines at any time following delivery of the Series 2026B Bond to reduce the maximum amount of the Loan Commitment (as defined in the Series 2026B Loan Agreement) relating to the Series 2026B Bond in accordance with Section 3.08 of the Series 2026B Loan Agreement, the Maximum Principal Amount (as defined in the Series 2026B Bond) of the Series 2026B Bond shall be reduced accordingly. In such event, as determined by the Administration, the City may execute and deliver (in the manner provided for in Sections 5 and 7 hereof) a new Series 2026B Bond evidencing such reduction in the Loan Commitment relating to the Series 2026B Loan and/or the Mayor may execute and deliver any certificates, documents or instruments as the Administration may require pursuant to Section 3.08 of the Series 2026B Loan Agreement.

(j) PURSUANT TO THE CLEAN WATER ACT (AS DEFINED IN THE SERIES 2026B LOAN AGREEMENT) AND SECTION 9-1605(d)(14) OF THE MWIFA ACT, THE ADMINISTRATION SHALL FORGIVE REPAYMENT OF THE PRINCIPAL AMOUNT OF THE SERIES 2026B LOAN UNDER ARTICLE III OF THE SERIES 2026B LOAN AGREEMENT AND THE SERIES 2026B BOND SO LONG AS THE CITY PERFORMS ALL OF ITS OTHER OBLIGATIONS UNDER THE SERIES 2026B LOAN AGREEMENT. UPON DETERMINATION BY THE ADMINISTRATION THAT ANY SUCH OTHER OBLIGATIONS UNDER THE SERIES 2026B LOAN AGREEMENT HAVE NOT BEEN PERFORMED BY THE CITY, PAYMENT OF THE PRINCIPAL OF THE SERIES 2026B LOAN EVIDENCED BY THE SERIES 2026B BOND WILL BE DUE AND PAYABLE UPON DEMAND, ALONG WITH

INTEREST ACCRUING AND PAYABLE AT THE RATE DETERMINED IN ACCORDANCE WITH SUBSECTION (g) ABOVE FROM THE DATE OF DEMAND. IF THE ADMINISTRATION HAS NOT DEMANDED PAYMENT OF THE PRINCIPAL OF THE SERIES 2026B BOND BY THAT DATE WHICH IS THE TEN (10) YEAR ANNIVERSARY OF THE DATE OF DELIVERY OF THE SERIES 2026B BOND, THEN THE ADMINISTRATION SHALL BE DEEMED TO HAVE FORGIVEN REPAYMENT OF THE SERIES 2026B LOAN EVIDENCED BY THE SERIES 2026B BOND AND INTEREST THEREON, THE SERIES 2026B BOND SHALL BE DEEMED CANCELLED AND THE LOAN EVIDENCED BY THE SERIES 2026B BOND AND THE SERIES 2026B LOAN AGREEMENT SHALL BE DEEMED TERMINATED AND OF NO FURTHER FORCE AND EFFECT.

(k) Both the principal of and any interest on the Bonds will be paid to the registered owners thereof in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owners at such addresses as the registered owners may designate from time to time by notice in writing delivered to the City Clerk of the City (the “City Clerk”).

SECTION 4. The Series 2026A Bond shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the United States Environmental Protection Agency’s (and its successors) State Revolving Fund Program Regulations. Otherwise, the Series 2026A Bond may be prepaid by the City, in whole or in part, only at such times and in such amounts, and upon payment by the City of such prepayment premium or penalty, as the Director of the Administration, in his or her discretion, may specify and approve.

SECTION 5. The Bonds shall be executed in the name of the City and on its behalf by the Mayor. The corporate seal of the City shall be affixed to the Bonds and attested by the signature of the City Clerk. In the event any official whose signature shall appear on a Bond shall cease to be such official prior to the delivery of such Bond, or, in the event any such official whose signature shall appear on a Bond shall have become such after the date of delivery thereof, said Bond shall nevertheless be a valid and binding obligation of the City in accordance with its terms.

SECTION 6. (a) The Series 2026A Bond shall be transferable only after the first principal payment date as set forth in the Series 2026A Bond or the date upon which the Maximum Principal Amount of the Series 2026A Bond has been borrowed, whichever is earlier, and the Series 2026B Bond shall be transferable only after the date upon which the Maximum Principal Amount of the Series 2026B Bond has been borrowed. Each Bond shall be transferable upon the books of the City at the office of the City Clerk, by the registered owner in person or by his attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the City Clerk, duly executed by such registered owner or his duly authorized attorney. The City shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds of the same series as the bond surrendered, in such denominations as the City shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered, and with the same maturity date, installment payment dates and interest rate, as applicable, and, with respect to any bond or bonds exchanged for the Series 2026B Bond, the same forgiveness provisions. If more than one bond is issued upon any such transfer of the Series 2026A Bond, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on each payment date multiplied by a fraction, the numerator of which shall be the principal amount of such bond and the

denominator of which shall be the aggregate principal amount of the bonds representing the Series 2026A Bond then outstanding and unpaid. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The City may deem and treat the party in whose name a Bond is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal thereof and interest due thereon and for all other purposes. References in this Resolution to a Bond shall be deemed to refer to any bond or bonds transferred for such Bond in accordance with the provisions of this Section 6, and references in this Resolution to the registered owner of a Bond shall be deemed to refer to any or all of the registered owners of bonds of such series contemplated by this Section 6, as applicable. Any such new bond or bonds issued in transfer or exchange may be executed and sealed as provided in Section 5 hereof with respect to the original execution and delivery of the Bonds, or as otherwise required by then-applicable law, and appropriate changes may be made to the form of the bond or bonds delivered in transfer or exchange to account for the dated date of such new bond or bonds and, to the extent applicable, the then-outstanding principal amount of the applicable Bond.

(b) If at any time when an action needs to be taken in accordance with subsection (a) above the position of the City Clerk is vacant or in the absence, disability or unavailability of the incumbent City Clerk, the authority to act as registrar for the Bond shall be exercised in the following order of priority: (i) first, by any Assistant City Clerk of the City appointed in accordance with the Charter (an "Assistant City Clerk"), (ii) second, if there is no incumbent Assistant City Clerk or in the absence, disability or unavailability of any Assistant City Clerk, the City Administrator, (iii) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the City Administrator, by any acting or interim City Administrator selected in accordance with the Charter, and (iv) fourth, if there is no incumbent

acting or interim City Administrator selected in accordance with the Charter or in the absence, disability or unavailability of any such incumbent official, by the Director of Administrative Services of the City (the “Director of Administrative Services”).

SECTION 7. Unless the Mayor and City Council provides otherwise by resolution adopted prior to delivery of the Bonds, (i) the Series 2026A Bond shall be issued in substantially the form of Exhibit F to the substantially final form of the Series 2026A Loan Agreement that is attached hereto as Exhibit A, and (ii) the Series 2026B Bond shall be issued in substantially the form of Exhibit F to the substantially final form of the Series 2026B Loan Agreement that is attached hereto as Exhibit B. Appropriate variations and insertions may be made by the Mayor to the forms of the Loan Agreements attached hereto as Exhibit A and Exhibit B, respectively, to provide dates, numbers, interest rates, default rates and amounts, including, without limitation, to reflect matters determined in accordance with Sections 2 and 3 hereof, and other modifications not materially altering the substance of such forms may be made by the Mayor. All of the covenants contained in the forms of Bonds set forth as Exhibit F to the respective forms of the substantially final forms of the Loan Agreements (as defined in Section 8(b) hereof) attached hereto as Exhibit A and Exhibit B, respectively, as the Bonds may be finally completed as provided in this Section 7, are hereby adopted by the City as and for the forms of obligations to be incurred by the City, and the covenants and conditions are hereby made binding upon the City, including the promise to pay therein contained.

SECTION 8. (a) As authorized by the MWIFA Act and Sections 81 and 82A of the Charter, the City hereby determines to sell the Bonds to the Administration by private sale, without public bidding, which sale by private sale is hereby deemed by the City to be in its best interest and in the interest of its citizens due, in part, to the benefit of the structures of the Bonds as draw-down obligations, the low interest rate for the Series 2026A Bond, the amortization period for the Series

2026A Bond (which is longer than the amortization period the City typically could obtain from a financial institution or institutional investor/lender in a direct purchase transaction), the potential forgiveness and early termination of the Series 2026B Bond, and the lower costs of issuance incurred with a private sale to the Administration in a direct purchase transaction as compared to a public sale at competitive bid or a negotiated underwriting. Therefore, and pursuant to the authority of the MWIFA Act and Sections 81 and 82A of the Charter, each Bond shall be sold to the Administration by private sale, without public bidding, for a price of the par amount of such Bond or so much of the par amount of such Bond as is advanced to the City (such purchase price to be advanced in accordance with the applicable Loan Agreement, as defined in subsection (b) below). Each Bond is referred to in the corresponding Loan Agreement as the “Note.”

(b) The Series 2026A Bond shall be sold to the Administration and the purchase price of the Series 2026A Bond shall be advanced to the City in accordance with the Loan Agreement relating to the Series 2026A Bond (the “Series 2026A Loan Agreement”), the substantially final form of which is attached hereto as Exhibit A. The Series 2026B Bond shall be sold to the Administration and the purchase price of the Series 2026B Bond shall be advanced to the City in accordance with the Loan Agreement relating to the Series 2026B Bond (the “Series 2026B Loan Agreement”), the substantially final form of which is attached hereto as Exhibit B. The Series 2026A Loan Agreement and the Series 2026B Loan Agreement are referred to herein collectively as the “Loan Agreements” and individually as a “Loan Agreement.”

(c) The substantially final forms of the Loan Agreements respectively attached hereto as Exhibit A and Exhibit B reflect the expectation, as of the date of this Resolution, that the final original principal amount of the Series 2026A Bond will be \$1,223,676, the final original principal amount of the Series 2026B Bond will be \$1,223,676, and that the Bonds will be delivered

on May 28, 2026. The Mayor, on behalf of the City, is hereby authorized and directed to complete, execute and deliver the Loan Agreements for and in the name of the City with such changes, insertions and deletions as shall be approved by the Mayor, including, without limitation, to reflect matters determined in accordance with the provisions of this Resolution, including, without limitation, Sections 2, 3 and 8 hereof, to comply with program requirements of the Administration, to account for a different estimated date of completion of the Project or different date of delivery of the Bonds, to complete the exhibits to the substantially final forms of the Loan Agreements attached hereto as Exhibits A and B, or as are determined by the Mayor not to be materially adverse to the interests of the City. The Mayor's approval of any such changes, insertions or deletions shall be evidenced conclusively by the Mayor's execution and delivery of the Loan Agreements in final form.

(d) Notwithstanding anything to the contrary contained in this Resolution, advances under the Loan Agreements or the Bonds, payment or prepayment of the principal of and any interest on the Bonds, and transfers or exchanges of the Bonds shall be made in accordance with the respective Loan Agreements. The City agrees to abide by and perform the covenants and agreements set forth in the Loan Agreements as executed and delivered in accordance with this Section 8 as though such covenants and agreements were set forth in full in this Resolution.

(e) The City hereby reconfirms the provisions of Section 9 of the Ordinance, which authorized and directed the City to pay any fees or costs provided for in the Loan Agreements which are not payable from proceeds of the Bonds, including, without limitation, any administrative fees and ongoing fees and expenses, and acknowledges that its obligation to pay such amounts shall be absolute and unconditional to the extent provided in the Loan Agreements.

(f) The City hereby reconfirms the provisions of Section 6(b) of the Ordinance, which acknowledged that the provisions of Article IV of each Loan Agreement (Events of Default

and Remedies) allow for, among other remedies, all payments on the applicable Bond to be declared immediately due and payable upon the occurrence of an Event of Default provided for in such Loan Agreement.

(g) As security for payment of the Bonds and any other amounts due under the Loan Agreements, the City hereby acknowledges, confirms and agrees that the pledge of moneys that the City is entitled to receive from the State of Maryland, as authorized by Section 9-1606(d) of the MWIFA Act and provided for in Section 7 of the Ordinance, is set forth in Section 3.05(c) of each Loan Agreement.

(h) Notwithstanding any provisions of this Resolution, in the event of a discrepancy between the provisions of the Series 2026A Loan Agreement, the Series 2026A Bond, the Series 2026B Loan Agreement or the Series 2026B Bond and this Resolution, as applicable, the provisions of the Series 2026A Loan Agreement, the Series 2026A Bond, the Series 2026B Loan Agreement or the Series 2026B Bond, as applicable, shall control.

SECTION 9. (a) The Bonds shall be suitably prepared in definitive form, executed and delivered to the Administration on May 28, 2026 or another date or dates mutually acceptable to the Administration and the Mayor. As provided in Section 18 of the Ordinance, the Mayor, the City Administrator, the Treasurer of the City (the “Treasurer”), the Comptroller, the City Clerk, and all other appropriate officials of the City are expressly authorized, empowered and directed (i) to take any and all action necessary to complete and close the sale and delivery of the Bonds to the Administration, (ii) to negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith, and (iii) to carry out the transactions contemplated by the Ordinance, any ordinance supplementing or amending the Ordinance, this Resolution, any resolution supplementing or amending this Resolution, any resolution adopted in

furtherance of this Resolution, and any documents, certificates or instruments executed and delivered in connection with the issuance of the Bonds, all to the extent such actions are within the spheres of their respective authority and authority with respect to any such actions has not been specifically delegated to one or more officials of the City by the Mayor and City Council by ordinance, resolution or other appropriate action.

(b) Each of the Mayor, the City Administrator and the Comptroller is hereby expressly authorized, empowered and directed to take any actions necessary under the Loan Agreements or the Bonds in order to requisition advances on behalf of the City. Each of the Mayor, the City Administrator and the Comptroller is hereby expressly designated as an “Authorized Officer” for purposes of the Loan Agreements and may take any action, make any determination or grant or withhold any approvals, consents or directions that are delegated to an Authorized Officer under the provisions of a Loan Agreement. By voice vote, motion or other appropriate action in a public meeting of the Mayor and City Council, and for purposes of the Loan Agreements, the Mayor and City Council may (i) designate one or more additional officials as an Authorized Officer, or (ii) remove the designation of any Authorized Officer, with or without designating another Authorized Officer in place of the Authorized Officer whose designation was removed; and written evidence of any such designation, removal of designation or replacement designation shall be provided to the Administration.

(c) The negotiation, approval, execution and delivery of any documents, certificates, instruments or requests relating to the Bonds by City officials prior to the adoption of this Resolution, including, without limitation, a Loan Proceeds Questionnaire and Certificate and any cash draw requests, are hereby ratified, confirmed and approved.

(d) It is the intention of the Mayor and City Council that, with respect to any authority granted to the Mayor pursuant to this Resolution, if there is a vacancy in the position of the Mayor or in the absence, disability or unavailability of the Mayor, such authority shall be exercised in the following order of priority: (A) first, by any Acting Mayor of the City appointed by the City Council in accordance with the Charter (the “Acting Mayor”), (B) second, if no Acting Mayor has been appointed or in the absence, disability or unavailability of any incumbent Acting Mayor, by the City Administrator, and (C) third, if the position of the City Administrator is vacant or in the absence, disability or unavailability of the City Administrator, by any acting or interim City Administrator designated or appointed in accordance with the Charter.

(e) As provided in Section 1(j) of the Ordinance, 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 Bond 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 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 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 may both execute any Bond 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 may both execute and attest to the impression or affixing of the City seal on any standard closing certificates.

(f) Notwithstanding the foregoing provisions of this Resolution, in the event the position of any official who is referred to by title in this Resolution is vacant or the person holding such position is absent, disabled or otherwise unavailable at the time any action authorized to be taken by such official in accordance with the provisions of this Resolution shall occur, and no person has authority to act in such official's stead pursuant to applicable law or authority (including in an acting or interim capacity or in a deputy, associate or assistant position), references in this Resolution to such official shall be deemed to be to such other City official as designated by the Mayor and City Council by resolution, motion or voice vote in a public meeting of the Mayor and City Council, or by other appropriate action. Written evidence of any such designation pursuant to the preceding sentence shall be provided to the Administration.

SECTION 10. Each advance of the proceeds of the Bonds shall be paid directly to the City and shall be deposited by the Treasurer or other appropriate City official in the proper municipal accounts, or shall be paid at the direction of the Authorized Officer, or shall be paid as otherwise required by the Administration. Advances under the Bonds shall be used and applied by the City exclusively and solely for the public purposes described in Section 2 hereof, unless this Resolution and, to the extent applicable, the Ordinance, are amended or supplemented to provide for some other use within the limitations of applicable law and with the consent of the Administration. Nothing in this Resolution shall be construed to authorize the expenditure of any moneys except for a proper public purpose. The proceeds of the Bonds are hereby appropriated for the purposes set forth in this Resolution.

SECTION 11. (a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the prompt payment of the principal of and interest on the Bonds as and when the same are payable and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of the Bonds. The City shall impose or cause to be imposed, for each and every fiscal year during which each Bond may be outstanding, ad valorem taxes upon 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 interest on such Bond payable in each such fiscal year and, in the event the proceeds from the collection of the taxes so imposed may prove inadequate for such purposes in any fiscal year, additional taxes shall be imposed in the subsequent fiscal year to make up any deficiency. The City hereby covenants with the registered owner of each Bond to take any action that lawfully may be appropriate from time to time during the period that such Bond remains outstanding and unpaid to provide the funds necessary to pay promptly the principal and interest due thereon.

(b) Notwithstanding the provisions of subsection (a) above, the principal of and interest on the Bonds will be payable in the first instance from revenues received by the City in connection with the operation of the wastewater system serving the City and surrounding areas, including charges for use of or connection to such system, to the extent such revenues are lawfully available for such purpose. To the extent of any such revenues received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

(c) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on the Bonds from the proceeds of the sale of any other obligations of the City or from any other funds legally available for that purpose. Subject to applicable law or restrictions, the City may apply to the payment of the principal of or interest on each Bond 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 type of project or projects the costs of which such Bond is issued to finance or reimburse or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be levied may be reduced proportionately.

(d) Wastewater system revenues are intended to be the dedicated source of revenues with respect to the Bonds required by Section 9-1605(d)(1)(iii) of the MWIFA Act, to the extent lawfully available for such purpose and subject to any required appropriations for such purposes. Such revenues may be referred to by similar, but not exact references, on any applicable Exhibits to the Loan Agreements.

SECTION 12. (a) Any two or more of the Mayor, the Treasurer and the Comptroller, acting in concert, are the officials of the City responsible for the issuance of the Bond within the meaning of Section 1.148-2(b)(2) of the U.S. Treasury Regulations (the “Treasury Regulations”). Any two or more of the Mayor, the Treasurer and the Comptroller, acting in concert, also shall be the officials of the City responsible for the execution and delivery (on the date of delivery of the Series 2026A Bond) of a certificate of the City (the “Section 148 Certificate”) that complies with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations, and such officials are hereby authorized and directed to execute and deliver the Section 148 Certificate to counsel rendering an opinion on the validity and tax-exempt status of the Series 2026A Bond on the date of delivery thereof.

(b) The City shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of

the Series 2026A Bond or of any monies, securities or other obligations to the credit of any account of the City which may be deemed to be proceeds of the Series 2026A Bond pursuant to Section 148 of the Code or the Treasury Regulations (collectively, the “Series 2026A Bond Proceeds”). The City covenants with the registered owner of the Series 2026A Bond that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the City’s reasonable expectations on the date of issuance of the Series 2026A Bond and will be, to the best of the certifying officials’ knowledge, true and correct as of that date.

(c) The City covenants with the registered owner of the Series 2026A Bond that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Series 2026A Bond Proceeds that would cause the Series 2026A Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Treasury Regulations, and that it will comply with those provisions of Section 148 of the Code and the Treasury Regulations as may be applicable to the Series 2026A Bond on its date of delivery and which may subsequently lawfully be made applicable to the Series 2026A Bond as long as the Series 2026A Bond remains outstanding and unpaid.

(d) In connection with the execution and delivery of the Section 148 Certificate, the authorized officials provided for in this Section 12 are hereby authorized and empowered, on behalf of the City, to make any designations, elections, determinations or filings on behalf of the City provided for in or permitted by the Code and the Treasury Regulations and to reflect the same in the Section 148 Certificate and/or the IRS Form 8038-G filed in connection with the issuance of the Series 2026A Bond or any other documentation deemed appropriate by bond counsel to the City; provided that, only one such identified official must sign the IRS Form 8038-G.

SECTION 13. The City specifically covenants that it will comply with the provisions of the Code applicable to the Series 2026A Bond, including, without limitation, compliance with provisions regarding the timing of the expenditure of the Series 2026A Bond Proceeds, the use of such proceeds and the facilities and improvements financed with such proceeds, the restriction of investment yields, the filing of information with the Internal Revenue Service, and the rebate of certain earnings resulting from the investment of the Series 2026A Bond Proceeds or payments in lieu thereof. The City further covenants that it shall make such use of the Series 2026A Bond Proceeds, regulate the investment of the Series 2026A Bond Proceeds and take such other and further actions as may be required to maintain the exemption from federal income taxation of interest on the Series 2026A Bond. All officials, officers and agents of the City are hereby authorized and directed to provide such certifications of facts and estimates regarding the amount and use of the Series 2026A Bond Proceeds as may be necessary or appropriate.

SECTION 14. Notwithstanding anything to the contrary contained in the Ordinance or this Resolution, the City shall use and apply proceeds of the Bonds only as permitted by the Loan Agreements, the Clean Water Act (as defined in the Loan Agreements) and the Act (as defined in the Loan Agreements).

SECTION 15. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

SECTION 17. This Resolution shall become effective immediately upon its adoption.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

(SEAL)

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton
City Clerk

Introduced: _____, 2026

Adopted: _____, 2026

Effective: _____, 2026

#244328;10002.082

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF THE SERIES 2026A LOAN AGREEMENT

[See Attached]

LOAN AGREEMENT

By and Between

MARYLAND WATER INFRASTRUCTURE
FINANCING ADMINISTRATION

and

MAYOR AND CITY COUNCIL OF CUMBERLAND

Dated as of May 28, 2026

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LOAN AGREEMENT

THIS LOAN AGREEMENT, made this 28th day of May, 2026, between the Maryland Water Infrastructure Financing Administration (the “Administration”), a unit of the Department of the Environment (the “Department”) of the State of Maryland (the “State”), and Mayor and City Council of Cumberland, a municipal corporation of the State (the “Borrower”).

RECITALS

Title VI of the Federal Water Pollution Control Act (commonly known as the “Clean Water Act”), as amended by the Water Quality Act of 1987 (“Title VI”), authorizes the Environmental Protection Agency (“EPA”) to award grants to qualifying States to establish and capitalize State water pollution control revolving funds (“SRFs”) for the purpose of providing loans and certain other forms of financial assistance (but not grants) to finance, among other things, the construction and improvement of publicly-owned wastewater treatment facilities and the implementation of estuary conservation management plans and nonpoint source management programs.

As contemplated by Title VI, the General Assembly of the State at its 1988 session enacted the Maryland Water Infrastructure Financing Administration Act, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the “Act”), establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the “Fund”) to be maintained and administered by the Administration. The Act authorizes the Administration, among other things, to make a loan from the Fund to a “local government” (as defined in the Act) for the purpose of financing all or a portion of the cost of a “wastewater facility” project (as defined in the Act).

The Borrower, which is a “local government” within the meaning of the Act, has applied to the Administration for a loan from the Fund to assist in the financing of a certain project or projects of the Borrower (the “Project,” as defined herein) which constitutes a “wastewater facility” within the meaning of the Act. The Project is one designated for funding in an Intended Use Plan promulgated by the Administration in accordance with regulations issued by the EPA pursuant to Title VI, and the Project conforms to the applicable “county plan” adopted pursuant to the requirements of Subtitle 5 of Title 9 of the Environment Article of the Annotated Code of Maryland, as amended.

The Director of the Administration has determined that the making of a loan to the Borrower for the purpose of assisting the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest, will promote the health, safety and welfare of the inhabitants of the State and the United States by assisting in the prevention of pollution of the environment, and will further the purposes of Title VI and the Act.

The Act authorizes the Administration, subject to the prior approval of the Secretary of the Department and the Board of Public Works, to issue its revenue bonds for the

purpose of providing monies for deposit to the Fund. The Administration may issue and sell one or more series of such revenue bonds (the “Bonds”) for the purpose of providing monies for deposit to the Fund in an amount sufficient, together with certain other monies expected to be available for that purpose, to enable the Administration to make, or reimburse the Administration for making, a loan to the Borrower and certain other entities to assist in the financing of projects, all as contemplated by the Administration’s Intended Use Plan. The revenues from this loan and such other loans, whether or not funded from the proceeds of Bonds, may be pledged by the Administration to secure Bonds.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Administration, each intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“Act” means the Maryland Water Infrastructure Financing Administration Act, Sections 9-1601 through 9-1622 of the Environment Article, Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof.

“Administration” means the Maryland Water Infrastructure Financing Administration, a unit of the Department of the Environment of the State, and its successors and assigns.

“Administrative Fee” means the fee payable by the Borrower pursuant to this Agreement for the general administrative services and other functions and expenses of the Administration.

“Agreement” means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

“Application” means the application for the Loan submitted by the Borrower to the Administration, together with any amendments thereto.

“Authorized Officer” means, in the case of the Borrower, any person authorized by law or by a resolution of the governing body of the Borrower to perform any act or execute any document on behalf of the Borrower.

“Board” means the Board of Public Works of the State.

“Bonds” means any series of revenue bonds issued by the Administration under the Act.

“Bond Counsel” means a law firm acceptable to the Administration whose legal opinions are generally accepted by purchasers of municipal bonds.

“Borrower” means the local government (as defined in the Act) that is identified in the first paragraph of this Agreement, and its successors and assigns.

“Business Day” means a day other than a Saturday, Sunday, or day on which the offices of the Administration or commercial banks in the State are authorized or obligated to remain closed.

“Change Orders” means any amendments or modifications to any Plans and Specifications or any general construction contract for the Project.

“Clean Water Act” means the Water Pollution Control Act of 1972, PL 92-500, as amended, 33 U.S.C. §1251 et seq., and rules and regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor federal income tax statute or code, and the applicable regulations and rulings promulgated thereunder.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, constitute an Event of Default.

“Default Rate” means the interest rate so specified in Exhibit B of this Agreement.

“Department” means the Maryland Department of the Environment, and its successors.

“Director” means the Director of the Administration.

“Eligible Project Costs” means all those costs of the Project permitted by the Act to be funded by a loan from the Fund and which have been approved by the Director.

“EPA” means the United States Environmental Protection Agency, and its successors.

“Event of Default” means any occurrence or event specified in Section 4.01 hereof.

“Fiscal Year” means the period of 12 consecutive months commencing on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

“Fund” means the Maryland Water Quality Revolving Loan Fund.

“Governmental Authority” means the United States, the State of Maryland, or any of their political subdivisions, agencies, departments, commissions, boards, bureaus or instrumentalities, including any local authority having jurisdiction over the Project, and including EPA, the Department, the Board and the Administration.

“Indenture” means the indenture of trust, bond resolution or other trust agreement between the Administration and the Trustee, providing for the issuance of Bonds, as amended, modified or supplemented from time to time.

“Independent Counsel” means any attorney or law firm with attorneys duly admitted to practice law before the highest court of any state who has or have regularly engaged in the practice of law as the primary occupation of such attorney or attorneys for at least five years. Independent Counsel may also serve as Bond Counsel if qualified to act as Bond Counsel.

“Independent Public Accountant” means an individual, partnership or corporation engaged in the accounting profession, either entitled to practice, or having members or officers entitled to practice, as a certified public accountant under the laws of the State of Maryland and, in fact, independent.

“Loan” means the aggregate amounts which are advanced from time to time by the Administration to the Borrower pursuant to the terms and provisions of this Agreement.

“Loan Closing Date” means the date on which the Note is executed and delivered to the Administration.

“Loan Commitment” means that amount which the Administration is obligated to lend to the Borrower pursuant to the terms and provisions of this Agreement and subject to the satisfaction of the conditions set forth in this Agreement, as such amount may be adjusted as provided in this Agreement.

“Loan Proceeds Questionnaire and Certificate” means the Loan Proceeds Questionnaire and Certificate executed and provided by the Borrower in connection with the Loan, in form and substance satisfactory to the Administration.

“Loan Year” means the period beginning on the first February 1 on which principal of the Loan is payable and each February 1 thereafter and ending on the immediately succeeding January 31.

“Note” means the bond, note or other obligation executed and delivered by the Borrower to the Administration to evidence the Loan, such Note to be substantially in the form attached hereto as Exhibit F.

“Plans and Specifications” means the final plans and specifications for the construction of the Project prepared by the architect or engineer and approved by the Department.

“Project” means the project or projects of the Borrower described in Exhibit B to this Agreement.

“Project Budget” means the budget for the Project as set forth in Exhibit C to this Agreement, as revised in accordance with Section 2.02(d).

“Related Financing” means any bond, note, agreement or other instrument or transaction (other than this Agreement or the Note) pursuant to which the Borrower obtains any monies that may be expended to pay costs of the Project.

“Requirement” means any law, ordinance, code, order, rule or regulation of a Governmental Authority, including, without limitation, a condition set forth in a National Pollution Discharge Elimination System (“NPDES”) permit or in a construction permit issued by the Department.

“State” means the State of Maryland.

“Tax-Exempt Bonds” means Bonds the interest on which is excludable from gross income for federal income tax purposes under the Code.

“Trustee” means the trustee for the Bonds.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) words importing the singular number include the plural number and words importing the plural number include the singular number;

(b) words of the masculine gender include correlative words of the feminine and neuter genders;

(c) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof;

(d) the terms “agree” and “agreement” shall include and mean “covenant”, and all agreements contained in this Agreement are intended to constitute covenants and shall be enforceable as such;

(e) the headings and the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect; and

(f) any reference to a particular Article or Section shall be to such Article or Section of this Agreement unless the context shall otherwise require.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Administration as follows:

(a) Corporate Organization and Authority. The Borrower:

(i) is a “local government” as defined in the Act; and

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement, to execute and deliver the Note, and to carry out and consummate all transactions contemplated by this Agreement.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Administration in writing that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any Governmental Authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower, or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(d) Borrowing Legal and Authorized. The consummation of the transactions provided for in this Agreement and the Note and compliance by the Borrower with the provisions of this Agreement and the Note:

(i) are within its powers and have been duly authorized by all necessary action on the part of the governing body of the Borrower; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrances upon any property or assets of the Borrower pursuant to, any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of laws, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default hereunder. The Borrower is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(f) Governmental Consent; Project Consistency.

(i) The Borrower has obtained all permits and approvals required to date by any Governmental Authority for the making and performance by the Borrower of its obligations under this Agreement and the Note or for the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Note or the consummation of any transaction herein contemplated.

(ii) The Project is consistent with (A) the local plan of the Borrower as contemplated under Section 5-7A-02 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; (B) the State Economic Growth, Resource Protection, and Planning Policy established in Section 5-7A-01 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; and (C) all applicable provisions of *Subtitle 7B, "Priority Funding Areas,"* of Title 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

(g) No Conflicts. No member, officer, or employee of the Borrower, or its designees, or agents, no consultant, no member of the governing body of the Borrower or of any Governmental Authority, who exercises or has exercised any authority over the Project during such person's tenure, shall have any interest, direct or indirect, in any contract or subcontract, or its proceeds, in any activity, or in any benefit therefrom, which is part of the Project.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Administration as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Eligible Project Costs; and (ii) to reimburse the Borrower for all or a portion of the Eligible Project Costs paid or incurred prior to the date hereof in anticipation of reimbursement by the Administration (and subject to compliance with Section 2.02(l) of this Agreement). Except as provided in Sections 3.01 and 3.03(c) of this Agreement, before each and every advance of the proceeds of the Loan to the Borrower, the Borrower shall submit to the Administration a requisition meeting the requirements of Section 3.03 of this Agreement.

(i) Loan Closing Submissions. On or before the Loan Closing Date, the Borrower will cause to be delivered to the Administration each of the following items:

(i) an opinion of Independent Counsel, acceptable to the Administration, dated as of the Loan Closing Date, substantially in the form set forth in Exhibit D to this Agreement;

(ii) an opinion of Bond Counsel [who may rely, as to the validity of this Agreement and the Note, on the opinion of Independent Counsel referred to in (i)], dated as of the Loan Closing Date, and acceptable to the Administration, to the effect that (A) interest on the Loan and the Note will be excludable from gross income for purposes of federal income taxation and (B) interest on the Loan and the Note will not be included in the alternative minimum taxable income of individuals, corporations or other taxpayers as an enumerated item of tax preference or other specific adjustment;

(iii) fully executed counterparts of this Agreement, the Note and the Loan Proceeds Questionnaire and Certificate;

(iv) copies of the ordinance, resolution or other official action of the governing body of the Borrower authorizing the execution and delivery of this Agreement and the Note, certified by an appropriate officer of the Borrower;

(v) a certificate, dated as of the Loan Closing Date, signed by an Authorized Officer of the Borrower and in form satisfactory to the Administration, confirming the Borrower's obligations under and representations in the Loan Agreement and the Loan Proceeds Questionnaire and Certificate as of such date;

(vi) a requisition in an amount not less than the lesser of 5% of the Loan Commitment or \$50,000 for (i) reimbursement to the Borrower of Eligible Project Costs together with paid invoices supporting such reimbursement, or (ii) payment to third-parties of currently due and payable invoices for Eligible Project Costs, or (iii) a combination of (i) and (ii); and

(vii) such other certificates, documents, opinions and information as the Administration may require.

Section 2.02. Particular Covenants of the Borrower.

(a) Maintenance of Project; Insurance. The Borrower shall (i) keep, operate and maintain, or cause to be kept, operated and maintained, the Project in good working order, condition and repair; (ii) make or cause to be made all needed and proper replacements to the Project so that the Project will at all times be in good operating condition, fit and proper for the purposes for which it was originally erected or installed; (iii) not permit any waste of the Project; (iv) observe and comply with, or cause to be observed and complied with, all Requirements; and (v) operate, or cause to be operated, the Project in the manner in which similar projects are operated by persons operating a first-class facility of a similar nature. The Borrower shall maintain or cause to be maintained at its sole cost and expense insurance with respect to the Project, both during its construction and thereafter, against such casualties and contingencies and in such amounts as are customarily maintained by governmental entities similarly situated and as are consistent with sound governmental practice.

(b) Sale or Disposition of Project. The Borrower reasonably expects that no portion of the Project will be sold prior to the final maturity date of the Loan. In the event that the Borrower shall sell or otherwise dispose of any portion of the Project prior to the final maturity date of the Loan, the Borrower shall apply the net proceeds thereof to the prepayment of the Loan or as the Administration shall otherwise direct unless (i) the Borrower shall have obtained the prior written consent of the Administration to some other proposed application of such net proceeds and (ii) there shall have been delivered to the Administration an opinion of Bond Counsel to the effect that, in the opinion of such firm, such proposed application of such net proceeds will not adversely affect the tax-exempt status for federal income tax purposes of the interest on any Tax-Exempt Bonds applicable to the Project or the Note.

(c) Inspections; Information. The Borrower shall permit the Administration or its designee to examine, visit and inspect, at any and all reasonable times (including, without limitation, any time during which the Project is under construction or in operation), the property constituting the Project, to attend all construction progress meetings relating to the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating to the Project and the financing thereof, and shall supply such reports and information as the Administration may reasonably require in connection therewith. Without limiting the generality of the foregoing, the Borrower shall keep and maintain any books, records, and other documents that may be required under applicable federal and State statutes, regulations, guidelines, rules and procedures now or hereafter applicable to loans made by the Administration from the Fund, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Loan, the total cost of the activities paid for, in whole or in part, with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be maintained at the offices of the Borrower, as specified on Exhibit B attached hereto, for

inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Administration. All such books, records and other documents shall be maintained until the completion of an audit of the Project by the EPA or notification from the State or the EPA that no audit is required.

(d) Completion of the Project; Payment of Excess Costs of the Project. The Borrower shall proceed diligently to complete the Project in accordance with the Plans and Specifications, and in accordance with any requirements set forth in the construction and NPDES permits. The Borrower shall satisfy all applicable Requirements for operation of the Project by the completion of the Project, and shall commence operation of the Project promptly upon its completion. No substantial changes may be made to the Plans and Specifications, the general construction contract or the Project Budget, or in the construction of the Project without the prior written approval of the Administration in its discretion. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Project in excess of the amount available to be loaned to the Borrower hereunder. Upon the completion of the Project, the Borrower shall deliver to the Administration a certificate of the Borrower certifying that the Project was completed as of the date set forth in such certificate.

(e) Cancellation of Loan. As provided by Section 9-1606(e) of the Act, the Borrower acknowledges and agrees that its obligation to make the payments due hereunder and under the Note is cancelable only upon repayment in full of the Loan, and that neither the Administration, the Secretary of the Department, nor the Board is authorized to forgive the repayment of all or any portion of the Loan.

(f) Dedicated Source of Revenue. Pursuant to the Clean Water Act, the Borrower has established one or more dedicated sources of revenue for repayment of the Loan, as described in Exhibit E attached hereto as a part hereof.

(g) Indemnification. To the extent permitted by law, the Borrower releases the Administration, the Fund, the Department, the Board and the State from, agrees that the Administration, the Fund, the Department, the Board and the State shall not have any liability for, and agrees to protect, indemnify and save harmless the Administration, the Fund, the Department, the Board and the State from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Administration, the Fund, the Department, the Board or the State, as a result of or in connection with the Project or the financing thereof. To the extent permitted by law, all money expended by the Administration, the Fund, the Department, the Board or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at the rate provided in the Note from the date of such payment, shall constitute an additional indebtedness of the Borrower and shall be immediately and without notice due and payable by the Borrower to the Administration.

(h) Non-discrimination. The Borrower certifies that it does not discriminate, and covenants that it shall not discriminate, on the basis of (1) political or religious opinion or affiliation, marital status, race, color, creed or national origin, or (2) sex or age, except where sex or age constitutes a bona fide occupational qualification, or (3) the physical or mental handicap of a qualified handicapped individual. At such times as the Administration requests, the Borrower

shall submit to the Administration information relating to the Borrower's operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin, on a form to be prescribed by the Administration.

(i) Compliance with Requirements. The Borrower acknowledges that the Loan and this Agreement are subject to, and the Borrower agrees to comply with, all Requirements applicable to the Project and the financing thereof, including (without limiting the generality of the foregoing) the Clean Water Act, the Act, and all other applicable State and federal statutes and such rules, regulations, orders and procedural guidelines as may be promulgated from time to time by the EPA, the Board, the Department, the Administration, or other Governmental Authority.

(j) Annual Audit. Within nine (9) months of the end of each Fiscal Year (unless such period is changed to comply with terms of the Administration's financings, or a Requirement, in which case the Administration shall notify the Borrower in writing), the Borrower shall cause financial statements of the Borrower to be prepared with respect to such Fiscal Year in accordance with generally accepted accounting principles, applicable to governmental units, consistently applied, which financial statements shall be audited by, and accompanied by a report of, an Independent Public Accountant. Such financial statements and report shall be delivered upon completion to the Administration within the nine (9) month period or within thirty (30) days from receipt of a report from the auditor, whichever period is shorter.

(k) Bonds Not to Be Arbitrage Bonds. The Administration expects to deliver on each date of issuance of each series of Tax-Exempt Bonds a certificate (such certificate, as it may be amended and supplemented from time to time in accordance with the Indenture, being referred to herein as the "Section 148 Certificate") that complies with the requirements of Section 148 of the Code or applicable successor provisions ("Section 148") and that states the Administration's reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of such Tax-Exempt Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Tax-Exempt Bonds within the meaning of Section 148 (collectively, "Bond Proceeds"). The Borrower covenants to provide, or cause to be provided, such facts and estimates as the Administration reasonably considers necessary to enable it to execute and deliver its Section 148 Certificate including (but not limited to) those updates required in the Loan Proceeds Questionnaire and Certificate. The Borrower further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Tax-Exempt Bonds and will be, to the best of the knowledge of the officers of the Borrower providing such facts and estimates, true, correct and complete as of that date, and (ii) the Borrower will make reasonable inquiries to ensure such truth, correctness and completeness.

The Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds that would cause any of the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148. The Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to the Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Bonds.

The Administration and the Borrower shall hold and invest Bond Proceeds within their control (if such proceeds are invested) in accordance with the expectations of the Administration set forth in the Section 148 Certificate. If the Administration is of the opinion, upon receipt of advice of Bond Counsel, that it is necessary further to restrict or limit the yield on the investment of any Bond Proceeds in order to avoid any of the Tax-Exempt Bonds being considered “arbitrage bonds” within the meaning of Section 148, the Borrower shall take such action as is necessary to restrict or limit the yield on such investment, irrespective of whether the Borrower is of the same or a different opinion. Upon the request of the Borrower and receipt of advice of Bond Counsel, the Administration may, and upon receipt of an approving ruling from the Internal Revenue Service or a decision of a court of competent jurisdiction, the Administration shall, take such action as is necessary to remove or modify a restriction or limitation on the yield on the investment of any Bond Proceeds that was formerly deemed necessary. The Administration shall incur no liability in connection with action as contemplated herein so long as the Administration acts in good faith.

The Administration contemplates and will use its best efforts to provide for the payment of rebate or penalties in lieu of rebate with respect to the Tax-Exempt Bonds pursuant to Section 148 from the proceeds of the Tax-Exempt Bonds or investment earnings thereon. However, in the event that funds from this source are inadequate to provide for any such payment of rebate or such penalties, the Borrower agrees to pay to the Administration the portion of the rebate or penalties with respect to any Tax-Exempt Bonds fairly allocable to the Loan (as reasonably determined by the Administration) upon written request of the Administration accompanied by an explanation of the method for allocating any such penalties or rebate.

In addition, the Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the monies deemed to be proceeds of any other Tax-Exempt Bonds of the Administration that would cause any such Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148. The Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to such other Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Tax-Exempt Bonds. The Borrower shall have no obligation under this paragraph unless advised of such in writing by the Administration.

(l) Compliance With Loan Proceeds Questionnaire and Certificate. Without otherwise limiting the covenants or representations set forth in this Agreement or in the Loan Proceeds Questionnaire and Certificate, the representations set forth in Paragraphs 3 through 9, inclusive, and Paragraphs 11 through 14, inclusive, of the Loan Proceeds Questionnaire and Certificate are hereby incorporated as continuing representations of the Borrower, except to the extent that the Administration shall receive an opinion from Bond Counsel to the effect that any variation from such representations shall not adversely affect the excludability of interest on any Tax-Exempt Bonds from gross income for federal income tax purposes. The Borrower shall not take or permit to be taken any action or actions which would cause any Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code or which would otherwise cause interest on any Tax-Exempt Bonds to be includable in gross income for federal income tax purposes.

(m) Additional Disclosure Information. The Borrower agrees to provide the Administration with such information regarding the Borrower and its finances as the Administration may from time to time request. The Borrower further acknowledges that the Administration may issue one or more series of Bonds pursuant to the Indenture, and that any or all of such Bonds may be secured in part by repayments of the Borrower with respect to the Loan. The Borrower accordingly agrees to provide to the Administration such information regarding the Borrower and its finances as the Administration may from time to time request for inclusion in the official statements or other offering documents to be distributed in connection with the sale of any such Bonds or any annual disclosure document or other informational document prepared from time to time by the Administration to be made available to prospective purchasers or holders of any of such Bonds. The Borrower shall also furnish to the Administration at its request a certificate of an Authorized Officer of the Borrower to the effect that any information so provided or included contains no material inaccuracy or omission in light of the purposes for which such information is provided or included. The Borrower agrees to notify the Administration promptly in writing of (a) any changes in the condition or affairs of the Borrower (financial or other) that would cause any information regarding the Borrower so provided or included in an official statement or any subsequent offering document, annual disclosure document or other informational document of the Administration that the Borrower has had an opportunity to review and certify as to its accuracy, to contain a material inaccuracy or omission in light of the purposes for which such information is so included, and (b) upon request from the Administration, any event set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C), as such rule may be amended and supplemented.

(n) Related Financing. The Borrower agrees that the proceeds of any Related Financing shall be expended to pay costs of the Project on a monthly basis proportionately with the proceeds of the Loan, taking into account the total amount of the proceeds of such Related Financing available to pay costs of the Project and the maximum amount of the Loan Commitment. The Borrower agrees to provide the Administration upon its request with such information as the Administration deems reasonably necessary to determine whether the Borrower is in compliance with the provisions of this Section 2.02(n).

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. Subject to the provisions of Sections 3.02, 3.03 and 3.08 hereof, the Administration hereby agrees to advance amounts under this Agreement to the Borrower, and the Borrower agrees to borrow and accept from the Administration amounts

advanced under this Agreement, in an aggregate principal amount not to exceed the maximum amount of the Loan Commitment set forth on Exhibit B attached hereto.

Section 3.02. Availability of Funds. The Administration expects to have, and shall use its best efforts to obtain and maintain, funds in an amount sufficient to make advances to the Borrower in accordance with the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Borrower recognizes, however, that the Administration is a governmental entity with limited financial resources and that the Administration’s ability to make such advances may be adversely affected by events or circumstances beyond the Administration’s control. The Borrower accordingly assumes the risk that monies may not be available to make advances of the Loan to the Borrower, and, in such event, the Borrower specifically agrees that the Administration shall have no obligation to lend any amounts to the Borrower in excess of the amount theretofore advanced to the Borrower.

Section 3.03. Disbursements and Capitalized Interest.

(a) Requisitions and Disbursements. Amounts shall be loaned from time to time to pay, or reimburse the Borrower for the payment of, Eligible Project Costs, upon receipt of requisitions of the Borrower. Each such requisition shall (i) state the names of the payees, (ii) describe in reasonable detail the purpose of each payment, (iii) state the amount of each payment (supported by appropriate paid invoices or other evidence satisfactory to the Administration that the amount requisitioned has been paid or has been incurred by the Borrower and is then due), (iv) state that the amount so requisitioned constitutes a part of the Eligible Project Costs, and (v) state that no Default or Event of Default under this Agreement has occurred and is continuing; provided, that this section shall not apply to advances made or deemed to have been made as provided in Section 3.03(c) hereof. The Administration shall not be required to advance monies on more than one day in each month, and the Administration shall not be required to advance monies for the Project sooner than, or in an amount greater than, the schedule of disbursements for the Project shown on the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Administration may require the Borrower to submit requisitions in advance of each such disbursement date in such manner as shall be reasonably acceptable to the Administration.

(b) Conditions Precedent. Before making the first advance of Loan proceeds, the Administration shall receive the following in form and content satisfactory to the Administration:

(i) copies of the Plans and Specifications and of any Change Orders issued through the date of such advance, the general construction contract, and the Project Budget;

(ii) a survey showing the location of existing and proposed easements, rights-of-way and improvements, and the perimeter boundaries of the land upon which the Project will be located, if any Loan proceeds are to be used for acquisition of the land;

(iii) copies of all building permits, if any, pertaining to the Project;

(iv) cost breakdown in trade form showing all subcontracts which represent at least 10 percent of the costs of the Project, and indicating use of the proceeds of the Loan therefor;

(v) a fully executed copy of any contract for the purchase of real property constituting a portion of the Eligible Project Costs described in Exhibit C; and

(vi) evidence satisfactory to the Administration that the conditions (if any) set forth in Exhibit A to this Agreement have been satisfied.

In addition, it shall be a condition precedent to the Administration's obligation to make any advance of Loan proceeds under this Agreement that no Default or Event of Default shall have occurred and be continuing at the time of any such advance.

(c) Interest During Construction. In the event that the Administration has consented to permit the Borrower to pay interest on the Loan from proceeds of the Loan during all or a portion of the period of time related to construction of the Project (as itemized in Exhibit C) ("Construction Period Interest"), the Administration shall on each February 1 and August 1 during such period advance to the Borrower and immediately apply to the interest then due and owing, an amount equal to the interest on the Loan due on such February 1 or August 1 and not theretofore paid by the Borrower. Any such amount of Construction Period Interest advanced by the Administration shall constitute part of the principal amount of the Loan hereunder immediately upon its advance to the Borrower in accordance with this paragraph. Notwithstanding the advance of any Construction Period Interest to the Borrower in accordance with this Section, the Borrower shall pay directly to the Administration the Administrative Fee on the dates and in the amounts set forth in Section 3.04(c), and no amounts shall be advanced under the Loan for the payment of the Administrative Fee.

Section 3.04. Amounts Payable.

(a) Loan Payments. The Borrower shall punctually repay the Loan in installments on the dates, in the amounts, and in the manner specified in the Note. The outstanding amount of the Loan shall bear interest at a rate per annum equal to the rate or rates of interest set forth in Exhibit B, and shall be payable in accordance with the amortization schedule as specified in Exhibit B attached hereto and more particularly set out in the Note (which amortization schedule is subject to adjustment in accordance with this Agreement and the Note). On or prior to the Loan Closing Date, the Borrower shall execute the Note to evidence such obligation. In addition, the Borrower shall pay to the Administration an Administrative Fee in accordance with paragraph (c) of this Section.

(b) Late Charges. In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Borrower shall pay (i) a late charge for any payment of principal or interest on the Loan that is received later than the tenth day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of

principal and (to the extent permitted by law) interest at a rate equal to the Default Rate set forth in Exhibit B. Amounts payable pursuant to this paragraph (b) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(c) Administrative Fee. (i) On the date specified in Exhibit B for the first payment of the Administrative Fee and on each August 1 thereafter that the Note remains outstanding and unpaid to and including the date of final maturity of the Note (each such date, an "Administrative Fee Payment Date"), the Borrower shall pay to the Administration an Administrative Fee. Subject to paragraph (iv) below, the Administrative Fee for any Administrative Fee Payment Date shall be (A) the Administrative Fee set forth in Exhibit B or (B) after any date on which the outstanding principal amount of the Loan Commitment is reduced by the Administration by a notice in writing to the Borrower in accordance with this Agreement (other than by reason of the repayment of the principal of the Loan), the Administrative Fee set forth in a notice from the Administration to the Borrower in connection with such reduction. Any adjustment of the Administrative Fee in accordance with the foregoing shall be prospective only, and the Administration shall in no event be obligated to refund any portion of any Administrative Fee payment theretofore received from the Borrower.

(ii) In prescribing the Administrative Fee for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: the Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iii) below) then in effect, (B) divided by the total number of scheduled Administrative Fee Payment Dates. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$5,000,000 and the Percentage Rate were 5%, and the total number of scheduled Administrative Fee Payment Dates were 31, the Administrative Fee to be paid each year would equal:

$$\frac{\$5,000,000 \times .05}{31} = \$8,064.52$$

(iii) The Percentage Rate for each Fiscal Year shall be fixed as a uniform rate for all borrowers receiving loans from the Fund in order to provide sufficient revenues to pay the expenses of the Administration, as approved in the operating budget of the State by the General Assembly of the State; provided, however, that in no event shall the Percentage Rate exceed five percent (5%). In each Fiscal Year, the Administration shall review the Percentage Rate then in effect and adjust it for the immediately succeeding Fiscal Year to reflect its approved budget for the immediately succeeding Fiscal Year, a retainage of not more than ten percent (10%) for an operating reserve within the Administration's general account, and other factors as reasonably determined by the Secretary. No later than June 1 following the end of the Session of the General Assembly in each Fiscal Year, the Administration shall notify the Borrower of the newly established Percentage Rate, which shall be the Percentage Rate applicable to the immediately

succeeding Fiscal Year, and of any change in the amount of the Administrative Fee payable by the Borrower in such Fiscal Year as a result of the application of such Percentage Rate.

Section 3.05. Sources of Payment.

(a) Dedicated Revenues. In accordance with Section 2.02(f) hereof, the principal of and interest on the Note, and any other amounts due from time to time under this Agreement, shall be payable in the first instance from the dedicated source of revenues described in Exhibit E attached hereto.

(b) General Obligation. In addition, the Note constitutes a general obligation of the Borrower, to the payment of which the full faith and credit and taxing power of the Borrower are pledged.

(c) State Withholding. As further security for the payment of the Note and any other amounts due hereunder, the Borrower hereby pledges the following to the Administration and grants a security interest therein to the Administration: (i) as authorized by Section 9-1606(d) of the Act, the Borrower's share of any and all income tax revenues collected by the State from time to time that would otherwise be payable to the Borrower, and (ii) to the maximum extent permitted by law, any and all other tax revenues, grants, and other monies that the Borrower is or may from time to time be entitled to receive from the State or that may at any time be due from the State, or any department, agency, or instrumentality of the State, to the Borrower. The Borrower further agrees that, upon the occurrence of an Event of Default, among other things, the State Comptroller and the State Treasurer may (i) withhold any such amounts that the Borrower is then or may thereafter be entitled to receive and (ii) at the direction of the Administration, apply the amounts so withheld to the payment of any amounts then due or thereafter becoming due hereunder (including, without limitation, payments under the Note) until the Borrower's obligations hereunder have been fully paid and discharged.

Section 3.06. Unconditional Obligations. The obligations of the Borrower to make payments under the Note as and when due and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any Governmental Authority, any failure of the Administration, the Department or the State to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Agreement, or otherwise or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Administration, the Department or the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

Section 3.07. Loan Commitment. The Borrower acknowledges and agrees that the monies attributable to the Borrower's Loan Commitment are the property of the Administration and are held by the Administration to provide for advances to be made to the Borrower in accordance with this Agreement. Without limiting the foregoing, the Borrower acknowledges and agrees that monies attributable to the Borrower's Loan Commitment may at the discretion of the Administration be pledged or applied to the payment of Bonds.

Section 3.08. Reduction of Loan Commitment. The Loan Commitment is subject to reduction in accordance with the provisions of this Section 3.08.

(a) Any portion of the Loan Commitment not advanced to the Borrower under Section 3.03 of this Agreement at the later of (1) two years from the date of this Agreement and (2) the earlier of one year following (i) actual completion of construction of the Project or (ii) the estimated completion date specified on Exhibit B attached hereto, shall no longer be available to be advanced to the Borrower and the amount of the Loan Commitment shall be reduced by an amount equal to the portion of the Loan Commitment not advanced, unless otherwise agreed to by the Administration in writing.

(b) The Administration may reduce the amount of the Loan Commitment if the Administration should for any reason determine that it will be unable to fund the full amount of the Loan Commitment (including, without limitation, a determination that the Eligible Project Costs to be paid with proceeds of the Loan are expected to be less than the maximum amount of the Loan Commitment), or if it determines that the Borrower is not proceeding satisfactorily and expeditiously with the Project in accordance with schedules and plans provided to the Administration, or if it determines that the Borrower is no longer able to make the certifications required under Section 3.03 in connection with the submission of requisitions.

(c) Any reduction in the amount of the Loan Commitment shall not affect the obligation of the Borrower to repay the Loan in accordance with the provisions of this Agreement and the Note.

(d) The Administration shall advise the Borrower in writing of any reduction in the amount of the Loan Commitment. Such notice shall specify the reason for and the amount of the reduction. In the event of any such reduction, the Borrower shall repay the Loan in accordance with such revised principal amortization schedule (prepared by applying such amount to reduce the installments of principal due under the Note in inverse order of payment, such that any such reduction is applied first to the last installment of principal due under the Note) as may be prescribed by the Administration in accordance with the provisions of the Note executed in connection therewith. The Administration may require, and the Borrower shall deliver, such certificates, documents, opinions and other evidence as the Administration may deem necessary or advisable in connection with any such reduction in the Loan Commitment. If a new Note is delivered in connection with any such reduction, the Administration shall cancel the Note initially delivered to the Administration by the Borrower pursuant to this Agreement.

Section 3.09. Disclaimer of Warranties. The Administration makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the Administration be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 3.10. Prepayments. The Loan shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the EPA's State Revolving Fund Program Regulations. Otherwise, the Loan may be prepaid by the Borrower, in whole or in part, only at such times and in such amounts, and upon the payment by the Borrower of such prepayment premium or penalty, as the Director, in his or her discretion, may specify and approve.

Section 3.11. Assignment. Neither this Agreement nor the Note may be assigned by the Borrower for any reason without the prior written consent of the Administration. The Administration may transfer, pledge or assign the Note and any or all rights or interests of the Administration under this Agreement without the prior consent of the Borrower.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay any amount required to be paid hereunder or under the Note when due, which failure shall continue for a period of 20 days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Administration, unless the Administration shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Administration will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) if (i) at any time any representation made by the Borrower in Section 2.01(f)(ii) is incorrect, or (ii) any other representation made by or on behalf of the Borrower contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, the Loan Commitment or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) if an order, judgment or decree is entered by a court of competent jurisdiction (i) appointing a receiver, trustee, or liquidator for the Borrower; (ii) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (iii) assuming custody or control of the Borrower under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or

(e) if the Borrower (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver, or (v) consents to the assumption of custody or control of the Borrower by any court of competent jurisdiction under any law for the relief of debtors.

Section 4.02. Notice of Default. The Borrower shall give the Administration prompt telephonic notice by contacting the Director of the Administration, followed by prompt written confirmation, of the occurrence of any event referred to in Section 4.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 4.03. Remedies on Default. Whenever any Event of Default referred to in Section 4.01 hereof shall have happened and be continuing, the Administration shall have the right to take one or more of the following remedial steps:

(a) declare all amounts due hereunder (including, without limitation, payments under the Note) to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) take whatever other action at law or in equity that may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

Section 4.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Administration the reasonable fees and expenses of attorneys and the Trustee and other reasonable expenses incurred in the collection of any sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon an Event of Default.

Section 4.05. Application of Monies. Any monies collected by the Administration pursuant to Section 4.03 hereof shall be applied (a) first, to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 4.04 hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

Section 4.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Administration is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Administration to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing, unless expressly stated otherwise herein. Any such communication shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on Exhibit B attached hereto and to the Administration at Maryland Water Infrastructure Financing Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1718, Attention: Director.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Administration and the Borrower and their respective successors and assigns.

Section 5.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 5.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 5.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.07. Further Assurances. The Borrower shall, at the request of the Administration, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements, certificates and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement and the Note.

Section 5.08. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Loan. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

Section 5.09. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only if and to the extent permitted by the Indenture and only by an instrument in writing jointly executed by the Administration and the Borrower.

Section 5.10. Disclaimer of Relationships. The Borrower acknowledges that the obligation of the Administration is limited to making the Loan in the manner and on the terms set forth in this Agreement. Nothing in this Agreement and no act of either the Administration or of the Borrower shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Borrower and the Administration.

Section 5.11. Effective Date. The effective date of this Agreement shall be the Loan Closing Date, provided this Agreement shall have been executed and delivered by all of the parties hereto on or prior to such date.

Section 5.12. Term of this Agreement. Unless sooner terminated pursuant to Article IV of this Agreement, or by the mutual consent of the Borrower and the Administration, this Agreement shall continue and remain in full force and effect until the Loan, together with interest and all other sums due and owing in connection with this Agreement or the Loan, have been paid in full to the satisfaction of the Administration. Upon payment in full of the Loan together with interest and all other sums due and owing in connection with this Agreement or the Loan from any source whatsoever, this Agreement shall be terminated.

Section 5.13. Delegation Not to Relieve Obligations. The delegation by the Borrower of the planning, construction or carrying out of the Project shall not relieve the Borrower of any obligations under this Agreement and any other documents executed in connection with the Loan.

Section 5.14. Additional Terms. This Agreement shall also be subject to the additional terms, if any, set forth in Exhibit A hereto. The terms, if any, set forth in Exhibit A shall be deemed to be a part of this Agreement as if set forth in full herein. In the case of any conflict between the terms set forth in Exhibit A and any term of this Agreement, the terms set forth in Exhibit A shall be controlling.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

(SEAL)

LENDER:

WITNESS:

MARYLAND WATER INFRASTRUCTURE
FINANCING ADMINISTRATION

Name:

Title:

By:

Name: Adriana Caldarelli

Title: Director

(SEAL)

ATTEST:

BORROWER:

Name:

Title:

By:

Name:

Title:

Approved for form and legal sufficiency

this ____ day of _____, 2026

Approved for form and legal sufficiency

this ____ day of _____, 2026

Name:

Local Attorney for Borrower

Name:

Assistant Attorney General

EXHIBIT A
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

CONDITIONS TO INITIAL ADVANCE UNDER SECTION 3.03(b)(vi) OF LOAN AGREEMENT:

NONE

ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT:

The provisions of this Exhibit A shall be deemed to be a part of the foregoing Agreement as if set forth in full therein. In the case of any conflict between this Exhibit A and any provision thereof, the provisions of this Exhibit A shall be controlling, notwithstanding any other provisions contained in the Agreement.

1. The first regularly scheduled payment of interest on the Loan shall be due on August 1, 2026 .
2. The Borrower agrees to comply with the Davis-Bacon Act requirements of Section 513 of the Federal Water Pollution Control Act for the entirety of construction contract costs of the Project, and shall include specific language regarding compliance in its contracts and subcontracts.
3. The Borrower agrees to comply with the Use of American Iron and Steel requirement of federal law, which provides that all of the iron and steel products used in the Project are produced in the United States, unless a waiver is granted.

EXHIBIT A
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT (CONT.):

4. The Borrower agrees to comply with EPA's Final Financial Assistance Conflict of Interest Policy, and report any instances of actual or potential conflicts of interest in the award, administration, or monitoring of subawards arising from procurements or other actions. Any conflicts of interest must be immediately disclosed to the Administration within 30 days of discovery for further guidance. The EPA's Final Financial Assistance Conflict of Interest Policy is found at: <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>
5. If this Project is financed with the use of federal funds under CFDA # 66.458, the Borrower may be subject to a single audit to be undertaken by an independent auditor in accordance with uniform administrative requirements, cost principles, and audit requirements for federal awards, 2 C.F.R. § 200.501 (see generally, Subpart F – Audit Requirements of 2 C.F.R. Part 200). The Borrower hereby agrees to obtain such single audit, if required by the Single Audit Act.
6. Borrower agrees to comply with 2 CFR 200.216, which requires that EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
7. The Borrower agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act, Public Law No. 117-58) which the Borrower understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Borrower has requested and obtained a waiver pertaining to the

Project that has been approved by the Administration, or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing federal agencies have otherwise advised the Borrower in writing that the Build America, Buy America Requirements are not applicable to the Project.

8. The Borrower further agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by EPA and/or the State, such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a Default or Event of Default hereunder and the Administration may exercise remedies available to it on default, including but not limited to declaring all amounts due hereunder and under the Note immediately due and payable, terminating and/or requiring repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.
9. The Borrower must disclose, in a timely manner, in writing to the EPA, the Administration, and the EPA Office of Inspector General all violations of civil False Claims Act violations and Federal criminal law violations involving fraud, bribery, or gratuity violations in connection with the Loan (including any contracts or subcontracts thereunder). The “credible evidence” standard shall be used. This is commonly defined as information “that is worthy of belief, trustworthy evidence.” Using this standard means that the Borrower does not need to make a firm legal determination that a civil or criminal law has been violated before they are required to disclose the violation to the Administration, EPA, and the EPA OIG. Disclosures to the EPA OIG should be made using the form located at https://www.epaoig.gov/sites/default/files/document/2023-04/disclosure_fillable_form_3-5-21.pdf. The form can be completed online or emailed to OIG.Hotline@epa.gov. The Borrower is also required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 321, and 41 U.S.C. 2313).

EXHIBIT B
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

DESCRIPTION OF THE LOAN

- (1) Project Name(s): Evitts Creek CSO Upgrades Phase IV
- (2) Maximum Principal Amount of Loan Commitment: \$ 1,223,676
- (3) Rate of Interest: 1.1 % (Based upon 25% of the April 2026 average of the Bond Buyer 11-Bond Index)
- (4) Amortization Schedule:
 - (a) 30 years
\$1,000 Mini Principal Payment Date: N/A
Date of First of 30 Amortizing Principal Payments: February 1, 2027
 - (b) Level Principal ; or
Level Debt Service X; or
Other
- (5) Annual Administrative Fee: \$ 2,394.96, beginning August 1, 2026.
- (6) Estimated Completion Date of Project(s): September 30, 2026
- (7) Default Rate: 4.62 % (Based upon the April 2026 average of the Bond Buyer 11-Bond Index)
- (8) Description of Project: The proposed project involves the next phase in a multi-phase project to reduce the frequency and volume of combined sewer overflows (CSOs) in the City of Cumberland and improve the City of Cumberland's sewer infrastructure. This project will repair/rehabilitate aging sewer lines near the City of Cumberland to address inflow and infiltration issues. The sewer lines have cracks, significant damage, root intrusion, extensive infiltration, and are in need of rehabilitation. The project will help reduce CSO discharges in compliance with MDE's Consent Decree with the City of Cumberland. This project is consistent with Maryland's adaptation and resiliency objectives through the reduction of runoff that is exacerbated by increased precipitation or flooding events.

- (9) Address for Borrower's Office(s) Where Books and Records Are Kept, if different from address printed above: N/A

EXHIBIT C
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi
Project Name: Evitts Creek CSO Upgrades Phase IV

PROJECT BUDGET

Breakdown of Eligible Project Costs:

A. Portion of Eligible Project Costs to be directly financed:

<u>Description</u>	<u>Allocated Amount of Loan*</u>
Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies	
Subtotal Loan:	\$ <u>1,157,016</u>

B. Portion of Eligible Project Costs for which Borrower will be reimbursed at closing, which the Borrower hereby certifies were paid or incurred prior to the date of the Agreement, in anticipation of being reimbursed through a loan from the Administration (and subject to compliance with Sections 2.02(l) and 3.03(a) of the Agreement):

<u>Description</u>	<u>Allocated Amount of Loan</u>
Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies	

Total Reimbursement at Closing: \$ 66,660
Total Loan: \$ 1,223,676

EXHIBIT C
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi
Project Name: Evitts Creek CSO Upgrades Phase IV

C. Construction Cash Draw Schedule*

<u>Federal Quarter</u>	<u>Cash Disbursements*</u>
FFY 26 Q3 (Apr 26 – June 26)	\$ 66,660
FFY 26 Q4 (Jul 26 – Sep 26)	\$1,157,016

Total Disbursements: \$ 1,223,676

* SUBJECT TO CHANGE WITH CONSENT OF THE ADMINISTRATION IN ITS
DISCRETION UNDER SECTION 2.02(d) OF THIS AGREEMENT

OPINION OF BORROWER'S COUNSEL

[LETTERHEAD OF COUNSEL TO BORROWER]

[CLOSING DATE]

Maryland Water Infrastructure
Financing Administration
1800 Washington Blvd.
Baltimore, Maryland 21230-1718

Ladies and Gentlemen:

We are counsel to [NAME OF BORROWER], a [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower") in connection with the loan (the "Loan") by Maryland Water Infrastructure Financing Administration (the "Administration") to the Borrower of funds to finance all or a portion of the costs of a project (the "Project") described in Exhibit B to the Loan Agreement dated as of _____, 2026 (the "Agreement") by and between the Administration and the Borrower.

In this connection, we have reviewed such records, certificates, and other documents as we have considered necessary or appropriate for the purposes of this opinion, including, without limitation, the Agreement and the Borrower's \$ _____ Water Quality Bond, Series 2026, dated _____, 2026 (the "Note"). The Agreement and the Note are referred to herein collectively as the "Loan Documents". Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a validly created and existing [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland, possessing authority to acquire, construct and operate the Project and to enter into the Loan Documents and perform its obligations thereunder.

(b) The Borrower has duly authorized, executed and delivered the Loan Documents and, assuming due authorization, execution and delivery of the Agreement by the Administration, the Loan Documents constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

(c) The Note is a general obligation of the Borrower to which its full faith and credit is pledged payable, if and to the extent not paid from other sources as described in the Agreement, from ad valorem taxes, unlimited as to rate and amount, which the Borrower is empowered to levy on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation by the Borrower.

(d) The Loan Documents and the enforceability thereof are subject to bankruptcy, insolvency, moratorium, reorganization and other state and federal laws affecting the enforcement of creditors' rights and to general principles of equity.

(e) To the best of our knowledge after reasonable investigation, the Borrower has all necessary licenses, approvals and permits required to date under federal, state and local law to own, construct and acquire the Project.

(f) Neither the execution and delivery of the Loan Documents, nor the consummation of the transactions contemplated thereby, nor the acquisition and construction of the Project, nor the fulfillment of or compliance with the terms and conditions of the Loan Documents, conflicts with or results in a breach of or default under any of the terms, conditions or provisions of the charter or laws governing the Borrower (including any limit on indebtedness) or, to the best of our knowledge after reasonable investigation, any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or by which the Borrower or its properties are otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Documents.

(g) To the best of our knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court, governmental agency or public board or body pending or threatened against or affecting the Borrower that, if adversely determined, would materially affect the ability of the Borrower to perform its obligations under the Loan Documents, which has not been disclosed in writing to the Administration.

We hereby authorize Bond Counsel to the Administration to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

DESCRIPTION OF DEDICATED REVENUES*

Dedicated revenues for the repayment of these loans are the sewer user charges, which include any and all fees for use of the public sewer system, or connection thereto.

* The identification of the dedicated source or sources of revenues above is intended to specify a source or sources of revenues available in sufficient amount to provide for the payment of the costs of operating and maintaining the Project as well as the payment of the costs of debt service of any borrowing incurred to finance the Project. The specification of a dedicated source or sources of revenues above is not intended to constitute an undertaking by the Borrower to pledge, segregate or otherwise set aside any specific funds of the Borrower with the expectation that such funds would be used to pay the debt service on the Loan.

\$(MAX. AMT.)

R-1

REGISTERED

UNITED STATES OF AMERICA
STATE OF MARYLAND

[NAME OF BORROWER]
WATER QUALITY BOND, SERIES 2026
Dated _____, 2026

PAYMENTS OF PRINCIPAL AND INTEREST ON THIS BOND ARE MADE
BY CHECK, DRAFT OR ELECTRONIC FUNDS TRANSFER TO THE
REGISTERED OWNER AND IT CANNOT BE DETERMINED FROM THE
FACE OF THIS BOND WHETHER ALL OR ANY PART OF THE PRINCIPAL
OF OR INTEREST ON THIS BOND HAS BEEN PAID.

REGISTERED OWNER: Maryland Water Infrastructure Financing
Administration

_____, a [body politic and corporate] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower"), hereby acknowledges itself obligated to pay to the Registered Owner shown above, the principal amount of \$_____ (the "Maximum Principal Amount") or so much thereof as shall have been advanced from time to time under the terms of the Loan Agreement dated as of _____, 2026 (the "Loan Agreement") by and between the Borrower and the Maryland Water Infrastructure Financing Administration (the "Administration"), plus interest on the unpaid principal advanced under the terms of the Loan Agreement at the rate of _____ per centum (___%) per annum.

The principal advanced under the Loan Agreement shall be paid in installments on the dates and in the amounts as set forth in the following schedule, as such schedule may be amended in accordance with the terms hereof:

<u>Due</u> <u>[February 1]</u>	<u>Principal</u> <u>Amount</u>	<u>Due</u> <u>[February 1]</u>	<u>Principal</u> <u>Amount</u>
2027		2037	
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	
2033		2043	
2034		2044	
2035		2045	
2036		2046	

If the Administration determines at any time to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount shall be reduced accordingly and the Maximum Principal Amount as so reduced shall be amortized in accordance with Section 3.08 of the Loan Agreement. The Administration shall deliver, and the Borrower shall acknowledge in writing, a certificate setting forth such reamortized payment schedule, which shall be attached hereto and shall replace and supersede for all purposes the foregoing payment schedule. Any such reduction shall not affect the obligation of the Borrower to pay the principal of and interest on this bond as and when the same shall become due.

Notwithstanding the foregoing, all outstanding unpaid principal amounts advanced under the Loan Agreement, if not previously due hereunder, shall be due on that date which is the lesser of the useful life of the Project as determined by the Administration in its sole and absolute discretion or [20] years after the date of completion of the Project (as defined in the Loan Agreement), as certified by the Borrower to the Administration pursuant to Section 2.02(d) of the Loan Agreement.

Interest due on the unpaid principal amounts advanced under the Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the date of the respective advances of such principal amount, and shall be paid on _____, 20__, and semiannually thereafter on the 1st day of _____ and _____ in each year until the principal amount hereof has been paid.

This bond is subject to (i) a late charge for any payment of principal or interest that is received later than the tenth day following its due date and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate (as defined in the Loan Agreement) in accordance with Section 3.04(b) of the Loan Agreement. Interest at the Default Rate shall accrue on the basis of a 30-day month, 360-day year.

This bond is subject to prepayment only in accordance with Section 3.10 of the Loan Agreement.

Both the principal of and interest on this bond will be paid to the registered owner in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by a notice in writing delivered to the [INSERT BORROWER'S AUTHORIZED OFFICER].

This bond is issued pursuant to and in full conformity with the provisions of [INSERT BORROWER'S LOCAL ACT(S)] and the Maryland Water Infrastructure Financing Administration Act (codified as Sections 9-1601 to 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland, as amended), and by virtue of due proceedings had and taken by the Borrower, particularly [AN ORDINANCE AND OR A RESOLUTION] (numbered ____) [INSERT BORROWER'S AUTHORIZING ORDINANCE OR RESOLUTION] (collectively, the "Resolution") adopted by Borrower.

This bond, together with the Loan Agreement, evidences the Loan (as defined in the Loan Agreement) to the Borrower from the Maryland Water Infrastructure Financing Administration. In accordance with the Loan Agreement, the principal amount of the Loan, being the amount denominated as principal under this bond, is subject to reduction or adjustment by the Administration in accordance with the Loan Agreement.

The full faith and credit and unlimited taxing power of the Borrower are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond according to its terms, and the Borrower does hereby covenant and agree to pay the principal of and interest on this bond at the dates and in the manner prescribed herein.

This bond is transferable only after the first principal payment date as set forth above or the date upon which the Maximum Principal Amount has been borrowed, whichever is earlier, upon the books of the Borrower at the office of the [INSERT BORROWER'S AUTHORIZED OFFICERS] by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer satisfactory to the [INSERT BORROWER'S AUTHORIZED OFFICER], duly executed by the registered owner or his duly authorized attorney. The Borrower shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds, in such denominations as the Borrower shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered and with the same maturities and interest rate. If more than one bond is issued upon any such transfer, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on each payment date multiplied by a fraction, the numerator of which shall be the principal amount of such bond and the denominator of which shall be the aggregate principal amount of bonds then outstanding and unpaid. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The Borrower may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland and the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issuance of this bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, this bond has been executed by the manual signature of the [INSERT AUTHORIZED OFFICERS] and the seal of the Borrower has been affixed hereto, attested by the manual signature of the [INSERT AUTHORIZED OFFICER], all as of the __ day of ____, 2026.

(SEAL)

ATTEST:

[NAME OF BORROWER]

[AUTHORIZED OFFICER]

By: _____
[AUTHORIZED OFFICER]

EXHIBIT B

SUBSTANTIALLY FINAL FORM OF THE SERIES 2026B LOAN AGREEMENT

[See Attached]

LOAN AGREEMENT

By and Between

MARYLAND WATER INFRASTRUCTURE
FINANCING ADMINISTRATION

and

MAYOR AND CITY COUNCIL OF CUMBERLAND

Dated as of May 28, 2026

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LOAN AGREEMENT

THIS LOAN AGREEMENT, made this 28th day of May, 2026, between the Maryland Water Infrastructure Financing Administration (the “Administration”), a unit of the Department of the Environment (the “Department”) of the State of Maryland (the “State”), and Mayor and City Council of Cumberland, a municipal corporation of the State (the “Borrower”).

RECITALS

Title VI of the Federal Water Pollution Control Act (commonly known as the “Clean Water Act”), as amended by the Water Quality Act of 1987 (“Title VI”), authorizes the Environmental Protection Agency (“EPA”) to award grants to qualifying States to establish and capitalize State water pollution control revolving funds (“SRFs”) for the purpose of providing loans and certain other forms of financial assistance (but not grants) to finance, among other things, the construction and improvement of publicly-owned wastewater treatment facilities and the implementation of estuary conservation management plans and nonpoint source management programs.

As contemplated by Title VI, the General Assembly of the State at its 1988 session enacted the Maryland Water Infrastructure Financing Administration Act, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the “Act”), establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the “Fund”) to be maintained and administered by the Administration. The Act authorizes the Administration, among other things, to make a loan from the Fund to a “local government” (as defined in the Act) for the purpose of financing all or a portion of the cost of a “wastewater facility” project (as defined in the Act).

The Borrower, which is a “local government” within the meaning of the Act, has applied to the Administration for a loan from the Fund to assist in the financing of a certain project or projects of the Borrower (the “Project,” as defined herein) which constitutes a “wastewater facility” within the meaning of the Act. The Project is one designated for funding in an Intended Use Plan promulgated by the Administration in accordance with regulations issued by the EPA pursuant to Title VI, and the Project conforms to the applicable “county plan” adopted pursuant to the requirements of Subtitle 5 of Title 9 of the Environment Article of the Annotated Code of Maryland, as amended.

The Director of the Administration has determined that the making of a loan to the Borrower for the purpose of assisting the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest, will promote the health, safety and welfare of the inhabitants of the State and the United States by assisting in the prevention of pollution of the environment, and will further the purposes of Title VI and the Act.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Administration, each intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“Act” means the Maryland Water Infrastructure Financing Administration Act, Sections 9-1601 through 9-1622 of the Environment Article, Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof.

“Administration” means the Maryland Water Infrastructure Financing Administration, a unit of the Department of the Environment of the State, and its successors and assigns.

“Administrative Fee” means the fee payable by the Borrower pursuant to this Agreement for the general administrative services and other functions and expenses of the Administration.

“Agreement” means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

“Application” means the application for the Loan submitted by the Borrower to the Administration, together with any amendments thereto.

“Authorized Officer” means, in the case of the Borrower, any person authorized by law or by a resolution of the governing body of the Borrower to perform any act or execute any document on behalf of the Borrower.

“Board” means the Board of Public Works of the State.

“Bonds” means any series of revenue bonds issued by the Administration under the Act.

“Borrower” means the local government (as defined in the Act) that is identified in the first paragraph of this Agreement, and its successors and assigns.

“Business Day” means a day other than a Saturday, Sunday, or day on which the offices of the Administration or commercial banks in the State are authorized or obligated to remain closed.

“Change Orders” means any amendments or modifications to any Plans and Specifications or any general construction contract for the Project.

“Clean Water Act” means the Water Pollution Control Act of 1972, PL 92-500, as amended, 33 U.S.C. § 1251 et seq., and rules and regulations promulgated thereunder.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, constitute an Event of Default.

“Default Rate” means the interest rate so specified in Exhibit B of this Agreement.

“Department” means the Maryland Department of the Environment, and its successors.

“Director” means the Director of the Administration.

“Eligible Project Costs” means all those costs of the Project permitted by the Act to be funded by a loan from the Fund and which have been approved by the Director.

“EPA” means the United States Environmental Protection Agency, and its successors.

“Event of Default” means any occurrence or event specified in Section 4.01 hereof.

“Fiscal Year” means the period of 12 consecutive months commencing on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

“Fund” means the Maryland Water Quality Revolving Loan Fund.

“Governmental Authority” means the United States, the State of Maryland, or any of their political subdivisions, agencies, departments, commissions, boards, bureaus or instrumentalities, including any local authority having jurisdiction over the Project, and including EPA, the Department, the Board and the Administration.

“Independent Counsel” means any attorney or law firm with attorneys duly admitted to practice law before the highest court of any state who has or have regularly engaged in the practice of law as the primary occupation of such attorney or attorneys for at least five years. Independent Counsel may also serve as bond counsel if qualified to act as bond counsel.

“Independent Public Accountant” means an individual, partnership or corporation engaged in the accounting profession, either entitled to practice, or having members or officers entitled to practice, as a certified public accountant under the laws of the State of Maryland and, in fact, independent.

“Loan” means the aggregate amounts which are advanced from time to time by the Administration to the Borrower pursuant to the terms and provisions of this Agreement.

“Loan Closing Date” means the date on which the Note is executed and delivered to the Administration.

“Loan Commitment” means that amount which the Administration is obligated to lend to the Borrower pursuant to the terms and provisions of this Agreement and subject to the satisfaction of the conditions set forth in this Agreement, as such amount may be adjusted as provided in this Agreement.

“Loan Year” means the period beginning on the first February 1 on which principal of the Loan is payable and each February 1 thereafter and ending on the immediately succeeding January 31.

“Note” means the bond, note or other obligation executed and delivered by the Borrower to the Administration to evidence the Loan, such Note to be substantially in the form attached hereto as Exhibit F.

“Plans and Specifications” means the final plans and specifications for the construction of the Project prepared by the architect or engineer and approved by the Department.

“Project” means the project or projects of the Borrower described in Exhibit B to this Agreement.

“Project Budget” means the budget for the Project as set forth in Exhibit C to this Agreement, as revised in accordance with Section 2.02(d).

“Related Financing” means any bond, note, agreement or other instrument or transaction (other than this Agreement or the Note) pursuant to which the Borrower obtains any monies that may be expended to pay costs of the Project.

“Requirement” means any law, ordinance, code, order, rule or regulation of a Governmental Authority, including, without limitation, a condition set forth in a National Pollution Discharge Elimination System (“NPDES”) permit or in a construction permit issued by the Department.

“State” means the State of Maryland.

“Trustee” means the trustee for the Bonds.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

- (a) words importing the singular number include the plural number and words importing the plural number include the singular number;
- (b) words of the masculine gender include correlative words of the feminine and neuter genders;
- (c) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof;
- (d) the terms “agree” and “agreement” shall include and mean “covenant”, and all agreements contained in this Agreement are intended to constitute covenants and shall be enforceable as such;
- (e) the headings and the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect; and
- (f) any reference to a particular Article or Section shall be to such Article or Section of this Agreement unless the context shall otherwise require.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Administration as follows:

- (a) Corporate Organization and Authority. The Borrower:
 - (i) is a “local government” as defined in the Act; and
 - (ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement, to execute and deliver the Note, and to carry out and consummate all transactions contemplated by this Agreement.
- (b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Administration in writing that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any Governmental Authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower, or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(d) Borrowing Legal and Authorized. The consummation of the transactions provided for in this Agreement and the Note and compliance by the Borrower with the provisions of this Agreement and the Note:

(i) are within its powers and have been duly authorized by all necessary action on the part of the governing body of the Borrower; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrances upon any property or assets of the Borrower pursuant to, any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of laws, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default hereunder. The Borrower is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(f) Governmental Consent; Project Consistency.

(i) The Borrower has obtained all permits and approvals required to date by any Governmental Authority for the making and performance by the Borrower of its obligations under this Agreement and the Note or for the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Note or the consummation of any transaction herein contemplated.

(ii) The Project is consistent with (A) the local plan of the Borrower as contemplated under Section 5-7A-02 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; (B) the State Economic Growth, Resource Protection, and Planning Policy established in Section 5-7A-01 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; and (C) all applicable provisions of *Subtitle 7B, "Priority Funding Areas,"* of Title 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

(g) No Conflicts. No member, officer, or employee of the Borrower, or its designees, or agents, no consultant, no member of the governing body of the Borrower or of any Governmental Authority, who exercises or has exercised any authority over the Project during such person's tenure, shall have any interest, direct or indirect, in any contract or subcontract, or its proceeds, in any activity, or in any benefit therefrom, which is part of the Project.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Administration as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Eligible Project Costs; and (ii) to reimburse the Borrower for all or a portion of the Eligible Project Costs paid or incurred prior to the date hereof in anticipation of reimbursement by the Administration. Except as provided in Sections 3.01 and 3.03(c) of this Agreement, before each and every advance of the proceeds of the Loan to the Borrower, the Borrower shall submit to the Administration a requisition meeting the requirements of Section 3.03 of this Agreement.

(i) Loan Closing Submissions. On or before the Loan Closing Date, the Borrower will cause to be delivered to the Administration each of the following items:

(i) an opinion of Independent Counsel, acceptable to the Administration, dated as of the Loan Closing Date, substantially in the form set forth in Exhibit D to this Agreement;

(ii) fully executed counterparts of this Agreement and the Note;

(iii) copies of the ordinance, resolution or other official action of the governing body of the Borrower authorizing the execution and delivery of this Agreement and the Note, certified by an appropriate officer of the Borrower;

(iv) a certificate, dated as of the Loan Closing Date, signed by an Authorized Officer of the Borrower and in form satisfactory to the Administration, confirming the Borrower's obligations under and representations in the Loan Agreement as of such date; and

(v) such other certificates, documents, opinions and information as the Administration may require.

Section 2.02. Particular Covenants of the Borrower.

(a) Maintenance of Project; Insurance. The Borrower shall (i) keep, operate and maintain, or cause to be kept, operated and maintained, the Project in good working order, condition and repair; (ii) make or cause to be made all needed and proper replacements to the Project so that the Project will at all times be in good operating condition, fit and proper for the purposes for which it was originally erected or installed; (iii) not permit any waste of the Project; (iv) observe and comply with, or cause to be observed and complied with, all Requirements; and (v) operate, or cause to be operated, the Project in the manner in which similar projects are operated by persons operating a first-class facility of a similar nature. The Borrower shall maintain or cause to be maintained at its sole cost and expense insurance with respect to the Project, both during its construction and thereafter, against such casualties and contingencies and in such amounts as are customarily maintained by governmental entities similarly situated and as are consistent with sound governmental practice.

(b) Sale or Disposition of Project. The Borrower reasonably expects that no portion of the Project will be sold prior to the final maturity date of the Loan. In the event that the Borrower shall sell or otherwise dispose of any portion of the Project prior to the final maturity date of the Loan, the Borrower shall apply the net proceeds thereof to the prepayment of the Loan or as the Administration shall otherwise direct unless the Borrower shall have obtained the prior written consent of the Administration to some other proposed application of such net proceeds.

(c) Inspections; Information. The Borrower shall permit the Administration or its designee to examine, visit and inspect, at any and all reasonable times (including, without limitation, any time during which the Project is under construction or in operation), the property constituting the Project, to attend all construction progress meetings relating to the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating to the Project and the financing thereof, and shall supply such reports and information as the Administration may reasonably require in connection therewith. Without limiting the generality of the foregoing, the Borrower shall keep and maintain any books, records, and other documents that may be required under applicable federal and State statutes, regulations, guidelines, rules and procedures now or hereafter applicable to loans made by the Administration from the Fund, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Loan, the total cost of the activities paid for, in whole or in part, with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be maintained at the offices of the Borrower, as specified on Exhibit B attached hereto, for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Administration. All such books, records and other documents shall be maintained until the completion of an audit of the Project by the EPA or notification from the State or the EPA that no audit is required.

(d) Completion of the Project; Payment of Excess Costs of the Project. The Borrower shall proceed diligently to complete the Project in accordance with the Plans and Specifications, and in accordance with any requirements set forth in the construction and NPDES permits. The Borrower shall satisfy all applicable Requirements for operation of the Project by

the completion of the Project, and shall commence operation of the Project promptly upon its completion. No substantial changes may be made to the Plans and Specifications, the general construction contract or the Project Budget, or in the construction of the Project without the prior written approval of the Administration in its discretion. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Project in excess of the amount available to be loaned to the Borrower hereunder. Upon the completion of the Project, the Borrower shall deliver to the Administration a certificate of the Borrower certifying that the Project was completed as of the date set forth in such certificate.

(e) Cancellation of Loan. As provided by Section 9-1606(e) of the Act, the Borrower acknowledges and agrees that its obligation to make the payments due hereunder and under the Note is cancelable only upon repayment in full of the Loan, and that neither the Administration, the Secretary of the Department, nor the Board is authorized to forgive the repayment of all or any portion of the Loan, except for loans made in accordance with Section 9-1605(d)(14) of the Act.

(f) Dedicated Source of Revenue. Pursuant to the Clean Water Act, the Borrower has established one or more dedicated sources of revenue for repayment of the Loan, as described in Exhibit E attached hereto as a part hereof.

(g) Indemnification. To the extent permitted by law, the Borrower releases the Administration, the Fund, the Department, the Board and the State from, agrees that the Administration, the Fund, the Department, the Board and the State shall not have any liability for, and agrees to protect, indemnify and save harmless the Administration, the Fund, the Department, the Board and the State from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Administration, the Fund, the Department, the Board or the State, as a result of or in connection with the Project or the financing thereof. To the extent permitted by law, all money expended by the Administration, the Fund, the Department, the Board or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at the rate provided in the Note from the date of such payment, shall constitute an additional indebtedness of the Borrower and shall be immediately and without notice due and payable by the Borrower to the Administration.

(h) Non-discrimination. The Borrower certifies that it does not discriminate, and covenants that it shall not discriminate, on the basis of (1) political or religious opinion or affiliation, marital status, race, color, creed or national origin, or (2) sex or age, except where sex or age constitutes a bona fide occupational qualification, or (3) the physical or mental handicap of a qualified handicapped individual. At such times as the Administration requests, the Borrower shall submit to the Administration information relating to the Borrower's operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin, on a form to be prescribed by the Administration.

(i) Compliance with Requirements. The Borrower acknowledges that the Loan and this Agreement are subject to, and the Borrower agrees to comply with, all Requirements applicable to the Project and the financing thereof, including (without limiting the generality of the foregoing) the Clean Water Act, the Act, and all other applicable State and federal statutes and such rules, regulations, orders and procedural guidelines as may be promulgated from time to time by the EPA, the Board, the Department, the Administration, or other Governmental Authority.

(j) Annual Audit. Within nine (9) months of the end of each Fiscal Year (unless such period is changed to comply with terms of the Administration's financings, or a Requirement, in which case the Administration shall notify the Borrower in writing), the Borrower shall cause financial statements of the Borrower to be prepared with respect to such Fiscal Year in accordance with generally accepted accounting principles, applicable to governmental units, consistently applied, which financial statements shall be audited by, and accompanied by a report of, an Independent Public Accountant. Such financial statements and report shall be delivered upon completion to the Administration within the nine (9) month period or within thirty (30) days from receipt of a report from the auditor, whichever period is shorter.

(k) Additional Disclosure Information. The Borrower agrees to provide the Administration with such information regarding the Borrower and its finances as the Administration may from time to time request. The Borrower further acknowledges that the Administration may issue one or more series of bonds pursuant to one or more bond indentures, and that any or all of such bonds may be secured in part by repayments of the Borrower with respect to the Loan. The Borrower accordingly agrees to provide to the Administration such information regarding the Borrower and its finances as the Administration may from time to time request for inclusion in the official statements or other offering documents to be distributed in connection with the sale of any such bonds or any annual disclosure document or other informational document prepared from time to time by the Administration to be made available to prospective purchasers or holders of any of such bonds. The Borrower shall also furnish to the Administration at its request a certificate of an Authorized Officer of the Borrower to the effect that any information so provided or included contains no material inaccuracy or omission in light of the purposes for which such information is provided or included. The Borrower agrees to notify the Administration promptly in writing of (a) any changes in the condition or affairs of the Borrower (financial or other) that would cause any information regarding the Borrower so provided or included in an official statement or any subsequent offering document, annual disclosure document or other informational document of the Administration that the Borrower has had an opportunity to review and certify as to its accuracy, to contain a material inaccuracy or omission in light of the purposes for which such information is so included, and (b) upon request from the Administration, any event set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C), as such rule may be amended and supplemented.

(l) Related Financing. The Borrower agrees that the proceeds of any Related Financing shall be expended to pay costs of the Project on a monthly basis proportionately with the proceeds of the Loan, taking into account the total amount of the proceeds of such Related Financing available to pay costs of the Project and the maximum amount of the Loan Commitment. The Borrower agrees to provide the Administration upon its request with such information as the Administration deems reasonably necessary to determine whether the Borrower is in compliance with the provisions of this Section 2.02(l).

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. Subject to the provisions of Sections 3.02, 3.03 and 3.08 hereof, the Administration hereby agrees to advance amounts under this Agreement to the Borrower, and the Borrower agrees to borrow and accept from the Administration amounts advanced under this Agreement, in an aggregate principal amount not to exceed the maximum amount of the Loan Commitment set forth on Exhibit B attached hereto.

Section 3.02. Availability of Funds. The Administration expects to have, and shall use its best efforts to obtain and maintain, funds in an amount sufficient to make advances to the Borrower in accordance with the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Borrower recognizes, however, that the Administration is a governmental entity with limited financial resources and that the Administration’s ability to make such advances may be adversely affected by events or circumstances beyond the Administration’s control. The Borrower accordingly assumes the risk that monies may not be available to make advances of the Loan to the Borrower, and, in such event, the Borrower specifically agrees that the Administration shall have no obligation to lend any amounts to the Borrower in excess of the amount theretofore advanced to the Borrower.

Section 3.03. Disbursements and Capitalized Interest.

(a) Requisitions and Disbursements. Amounts shall be loaned from time to time to pay, or reimburse the Borrower for the payment of, Eligible Project Costs, upon receipt of requisitions of the Borrower. Each such requisition shall (i) state the names of the payees, (ii) describe in reasonable detail the purpose of each payment, (iii) state the amount of each payment (supported by appropriate paid invoices or other evidence satisfactory to the Administration that the amount requisitioned has been paid or has been incurred by the Borrower and is then due), (iv) state that the amount so requisitioned constitutes a part of the Eligible Project Costs, and (v) state that no Default or Event of Default under this Agreement has occurred and is continuing; provided, that this section shall not apply to advances made or deemed to have been made as provided in Section 3.03(c) hereof. The Administration shall not be required to advance monies on more than one day in each month, and the Administration shall not be required to advance monies for the Project sooner than, or in an amount greater than, the schedule of disbursements for the Project shown on the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Administration may require the Borrower to submit requisitions in advance of each such disbursement date in such manner as shall be reasonably acceptable to the Administration.

(b) Conditions Precedent. Before making the first advance of Loan proceeds, the Administration shall receive the following in form and content satisfactory to the Administration:

(i) copies of the Plans and Specifications and of any Change Orders issued through the date of such advance, the general construction contract, and the Project Budget;

(ii) a survey showing the location of existing and proposed easements, rights-of-way and improvements, and the perimeter boundaries of the land upon which the Project will be located, if any Loan proceeds are to be used for acquisition of the land;

(iii) copies of all building permits, if any, pertaining to the Project;

(iv) cost breakdown in trade form showing all subcontracts which represent at least 10 percent of the costs of the Project, and indicating use of the proceeds of the Loan therefor;

(v) a fully executed copy of any contract for the purchase of real property constituting a portion of the Eligible Project Costs described in Exhibit C; and

(vi) evidence satisfactory to the Administration that the conditions (if any) set forth in Exhibit A to this Agreement have been satisfied.

In addition, it shall be a condition precedent to the Administration's obligation to make any advance of Loan proceeds under this Agreement that no Default or Event of Default shall have occurred and be continuing at the time of any such advance.

(c) Interest During Construction. In the event that the Administration has consented to permit the Borrower to pay interest on the Loan from proceeds of the Loan during all or a portion of the period of time related to construction of the Project (as itemized in Exhibit C) ("Construction Period Interest"), the Administration shall on each February 1 and August 1 during such period advance to the Borrower and immediately apply to the interest then due and owing, an amount equal to the interest on the Loan due on such February 1 or August 1 and not theretofore paid by the Borrower. Any such amount of Construction Period Interest advanced by the Administration shall constitute part of the principal amount of the Loan hereunder immediately upon its advance to the Borrower in accordance with this paragraph. Notwithstanding the advance of any Construction Period Interest to the Borrower in accordance with this Section, the Borrower shall pay directly to the Administration the Administrative Fee on the dates and in the amounts set forth in Section 3.04(c), and no amounts shall be advanced under the Loan for the payment of the Administrative Fee.

Section 3.04. Amounts Payable.

(a) Loan Payments. The Borrower shall punctually repay the Loan in installments on the dates, in the amounts, and in the manner specified in the Note. The outstanding amount of the Loan shall bear interest at a rate per annum equal to the rate or rates of interest set forth in Exhibit B, and shall be payable in accordance with the amortization schedule as specified in Exhibit B attached hereto and more particularly set out in the Note (which amortization schedule

is subject to adjustment in accordance with this Agreement and the Note). On or prior to the Loan Closing Date, the Borrower shall execute the Note to evidence such obligation. In addition, the Borrower shall pay to the Administration an Administrative Fee in accordance with paragraph (c) of this Section.

(b) Late Charges. In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Borrower shall pay (i) a late charge for any payment of principal or interest on the Loan that is received later than the tenth day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate set forth in Exhibit B. Amounts payable pursuant to this paragraph (b) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(c) Administrative Fee. (i) On the date specified in Exhibit B for the first payment of the Administrative Fee and on each August 1 thereafter that the Note remains outstanding and unpaid to and including the date of final maturity of the Note (each such date, an “Administrative Fee Payment Date”), the Borrower shall pay to the Administration an Administrative Fee. Subject to paragraph (iv) below, the Administrative Fee for any Administrative Fee Payment Date shall be (A) the Administrative Fee set forth in Exhibit B or (B) after any date on which the outstanding principal amount of the Loan Commitment is reduced by the Administration by a notice in writing to the Borrower in accordance with this Agreement (other than by reason of the repayment of the principal of the Loan), the Administrative Fee set forth in a notice from the Administration to the Borrower in connection with such reduction. Any adjustment of the Administrative Fee in accordance with the foregoing shall be prospective only, and the Administration shall in no event be obligated to refund any portion of any Administrative Fee payment theretofore received from the Borrower.

(ii) In prescribing the Administrative Fee for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: the Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iii) below) then in effect, (B) divided by the total number of scheduled Administrative Fee Payment Dates. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$5,000,000 and the Percentage Rate were 5%, and the total number of scheduled Administrative Fee Payment Dates were 31, the Administrative Fee to be paid each year would equal:

$$\frac{\$5,000,000 \times .05}{31} = \$8,064.52$$

(iii) The Percentage Rate for each Fiscal Year shall be fixed as a uniform rate for all borrowers receiving loans from the Fund in order to provide sufficient revenues to pay

the expenses of the Administration, as approved in the operating budget of the State by the General Assembly of the State; provided, however, that in no event shall the Percentage Rate exceed five percent (5%). In each Fiscal Year, the Administration shall review the Percentage Rate then in effect and adjust it for the immediately succeeding Fiscal Year to reflect its approved budget for the immediately succeeding Fiscal Year, a retainage of not more than ten percent (10%) for an operating reserve within the Administration's general account, and other factors as reasonably determined by the Secretary. No later than June 1 following the end of the Session of the General Assembly in each Fiscal Year, the Administration shall notify the Borrower of the newly established Percentage Rate, which shall be the Percentage Rate applicable to the immediately succeeding Fiscal Year, and of any change in the amount of the Administrative Fee payable by the Borrower in such Fiscal Year as a result of the application of such Percentage Rate.

Section 3.05. Sources of Payment.

(a) Dedicated Revenues. In accordance with Section 2.02(f) hereof, the principal of and interest on the Note, and any other amounts due from time to time under this Agreement, shall be payable in the first instance from the dedicated source of revenues described in Exhibit E attached hereto.

(b) General Obligation. In addition, the Note constitutes a general obligation of the Borrower, to the payment of which the full faith and credit and taxing power of the Borrower are pledged.

(c) State Withholding. As further security for the payment of the Note and any other amounts due hereunder, the Borrower hereby pledges the following to the Administration and grants a security interest therein to the Administration: (i) as authorized by Section 9-1606(d) of the Act, the Borrower's share of any and all income tax revenues collected by the State from time to time that would otherwise be payable to the Borrower, and (ii) to the maximum extent permitted by law, any and all other tax revenues, grants, and other monies that the Borrower is or may from time to time be entitled to receive from the State or that may at any time be due from the State, or any department, agency, or instrumentality of the State, to the Borrower. The Borrower further agrees that, upon the occurrence of an Event of Default, among other things, the State Comptroller and the State Treasurer may (i) withhold any such amounts that the Borrower is then or may thereafter be entitled to receive and (ii) at the direction of the Administration, apply the amounts so withheld to the payment of any amounts then due or thereafter becoming due hereunder (including, without limitation, payments under the Note) until the Borrower's obligations hereunder have been fully paid and discharged.

Section 3.06. Unconditional Obligations. The obligations of the Borrower to make payments under the Note as and when due and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States of America or of

the State or any political subdivision of either or in the rules or regulations of any Governmental Authority, any failure of the Administration, the Department or the State to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Agreement, or otherwise or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Administration, the Department or the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

Section 3.07. Loan Commitment. The Borrower acknowledges and agrees that the monies attributable to the Borrower's Loan Commitment are the property of the Administration and are held by the Administration to provide for advances to be made to the Borrower in accordance with this Agreement or to be otherwise disposed of by the Administration in accordance with this Agreement.

Section 3.08. Reduction of Loan Commitment. The Loan Commitment is subject to reduction in accordance with the provisions of this Section 3.08.

(a) Any portion of the Loan Commitment not advanced to the Borrower under Section 3.03 of this Agreement at the later of (1) two years from the date of this Agreement and (2) the earlier of one year following (i) actual completion of construction of the Project or (ii) the estimated completion date specified on Exhibit B attached hereto, shall no longer be available to be advanced to the Borrower and the amount of the Loan Commitment shall be reduced by an amount equal to the portion of the Loan Commitment not advanced, unless otherwise agreed to by the Administration in writing.

(b) The Administration may reduce the amount of the Loan Commitment if the Administration should for any reason determine that it will be unable to fund the full amount of the Loan Commitment (including, without limitation, a determination that the Eligible Project Costs to be paid with proceeds of the Loan are expected to be less than the maximum amount of the Loan Commitment), or if it determines that the Borrower is not proceeding satisfactorily and expeditiously with the Project in accordance with schedules and plans provided to the Administration, or if it determines that the Borrower is no longer able to make the certifications required under Section 3.03 in connection with the submission of requisitions.

(c) Any reduction in the amount of the Loan Commitment shall not affect the obligation of the Borrower to repay the Loan in accordance with the provisions of this Agreement and the Note.

(d) The Administration shall advise the Borrower in writing of any reduction in the amount of the Loan Commitment. Such notice shall specify the reason for and the amount of the reduction. In the event of any such reduction, the Borrower shall repay the Loan in accordance with such revised principal amortization schedule (prepared by applying such amount to reduce the installments of principal due under the Note in inverse order of payment, such that any such reduction is applied first to the last installment of principal due under the Note) as may be prescribed by the Administration in accordance with the provisions of the Note executed in connection therewith. The Administration may require, and the Borrower shall deliver, such certificates, documents, opinions and other evidence as the Administration may deem necessary or advisable in connection with any such reduction in the Loan Commitment. If a new Note is delivered in connection with any such reduction, the Administration shall cancel the Note initially delivered to the Administration by the Borrower pursuant to this Agreement.

Section 3.09. Disclaimer of Warranties. The Administration makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the Administration be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 3.10. Prepayments. The Loan shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the EPA's State Revolving Fund Program Regulations. Otherwise, the Loan may be prepaid by the Borrower, in whole or in part, only at such times and in such amounts, and upon the payment by the Borrower of such prepayment premium or penalty, as the Director, in his or her discretion, may specify and approve.

Section 3.11. Assignment. Neither this Agreement nor the Note may be assigned by the Borrower for any reason without the prior written consent of the Administration. The Administration may transfer, pledge or assign the Note and any or all rights or interests of the Administration under this Agreement without the prior consent of the Borrower.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) failure by the Borrower to pay any amount required to be paid hereunder or under the Note when due, which failure shall continue for a period of 20 days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Administration, unless the Administration shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Administration will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) if (i) at any time any representation made by the Borrower in Section 2.01(f)(ii) is incorrect, or (ii) any other representation made by or on behalf of the Borrower contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, the Loan Commitment or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) if an order, judgment or decree is entered by a court of competent jurisdiction (i) appointing a receiver, trustee, or liquidator for the Borrower; (ii) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (iii) assuming custody or control of the Borrower under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or

(e) if the Borrower (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver, or (v) consents to the assumption of custody or control of the Borrower by any court of competent jurisdiction under any law for the relief of debtors.

Section 4.02. Notice of Default. The Borrower shall give the Administration prompt telephonic notice by contacting the Director of the Administration, followed by prompt written confirmation, of the occurrence of any event referred to in Section 4.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 4.03. Remedies on Default. Whenever any Event of Default referred to in Section 4.01 hereof shall have happened and be continuing, the Administration shall have the right to take one or more of the following remedial steps:

(a) declare all amounts due hereunder (including, without limitation, payments under the Note) to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) take whatever other action at law or in equity that may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

Section 4.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Administration the reasonable fees and expenses of attorneys and the Trustee and other reasonable expenses incurred in the collection of any sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon an Event of Default.

Section 4.05. Application of Monies. Any monies collected by the Administration pursuant to Section 4.03 hereof shall be applied (a) first, to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 4.04 hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

Section 4.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Administration is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Administration to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing, unless expressly stated otherwise herein. Any such communication shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or

certified mail, postage prepaid, to the Borrower at the address specified on Exhibit B attached hereto and to the Administration at Maryland Water Infrastructure Financing Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1718, Attention: Director.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Administration and the Borrower and their respective successors and assigns.

Section 5.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 5.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 5.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.07. Further Assurances. The Borrower shall, at the request of the Administration, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements, certificates and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement and the Note.

Section 5.08. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Loan. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

Section 5.09. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only by an instrument in writing jointly executed by the Administration and the Borrower, and if applicable, only to the extent permitted by any bond indenture secured by the Loan.

Section 5.10. Disclaimer of Relationships. The Borrower acknowledges that the obligation of the Administration is limited to making the Loan in the manner and on the terms set forth in this Agreement. Nothing in this Agreement and no act of either the Administration or of the Borrower shall be deemed or construed by either of them, or by third persons, to create any

relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Borrower and the Administration.

Section 5.11. Effective Date. The effective date of this Agreement shall be the Loan Closing Date, provided this Agreement shall have been executed and delivered by all parties hereto on or prior to such date.

Section 5.12. Term of this Agreement. Unless sooner terminated pursuant to Article IV of this Agreement, or by the mutual consent of the Borrower and the Administration, this Agreement shall continue and remain in full force and effect until the Loan, together with interest and all other sums due and owing in connection with this Agreement or the Loan, have been paid in full to the satisfaction of the Administration. Upon payment in full of the Loan together with interest and all other sums due and owing in connection with this Agreement or the Loan from any source whatsoever, this Agreement shall be terminated.

Section 5.13. Delegation Not to Relieve Obligations. The delegation by the Borrower of the planning, construction or carrying out of the Project shall not relieve the Borrower of any obligations under this Agreement and any other documents executed in connection with the Loan.

Section 5.14. Additional Terms. This Agreement shall also be subject to the additional terms, if any, set forth in Exhibit A hereto. The terms, if any, set forth in Exhibit A shall be deemed to be a part of this Agreement as if set forth in full herein. In the case of any conflict between the terms set forth in Exhibit A and any term of this Agreement, the terms set forth in Exhibit A shall be controlling.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

(SEAL)

LENDER:

WITNESS:

MARYLAND WATER INFRASTRUCTURE
FINANCING ADMINISTRATION

Name:
Title:

By:

Name: Adriana Caldarelli
Title: Director

(SEAL)

ATTEST:

BORROWER:

Name:
Title:

By:

Name:
Title:

Approved for form and legal sufficiency

Approved for form and legal sufficiency

this ____ day of _____, 2026

this ____ day of _____, 2026

Name:
Local Attorney for Borrower

Name:
Assistant Attorney General

EXHIBIT A
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

CONDITIONS TO INITIAL ADVANCE UNDER SECTION 3.03(b)(vi) OF LOAN AGREEMENT:

NONE

ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT:

The provisions of this Exhibit A shall be deemed to be a part of the foregoing Agreement as if set forth in full therein. In the case of any conflict between this Exhibit A and any provision thereof, the provisions of this Exhibit A shall be controlling, notwithstanding any other provisions contained in the Agreement.

1. Pursuant to the Clean Water Act, as amended by federal Appropriation or Authorization Acts, and Section 9-1605(d)(14) of the Environment Article of the Annotated Code of Maryland, as amended, the Administration shall forgive repayment of the principal amount of the Loan and the interest payable thereon under Article III hereof and the Note, so long as the Borrower performs all of its other obligations under the Loan Agreement. Upon determination by the Administration that any such other obligations under the Loan Agreement have not been performed by the Borrower, payment of the principal of the Loan and the interest thereon will be due and payable on demand. If the Administration has not demanded payment of the principal of and interest on the Note prior to May 28, 2036, then the Administration shall be deemed to have forgiven repayment of the Loan evidenced by the Note and interest thereon, the Note shall be deemed cancelled and the Loan Agreement shall be terminated and of no further force and effect.
2. Section 2.02(k) "Additional Disclosure Information" is deleted in its entirety.
3. The last sentence of Section 3.03(c) "Interest During Construction" is deleted in its entirety.

EXHIBIT A
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT (CONT.):

4. The last sentence of Section 3.04(a) “Amounts Payable” is deleted in its entirety.
5. Section 3.04(b) is deleted in its entirety and inserted in place thereof is the following: “(b) Late Charges. The Borrower shall pay a late charge for any payment of principal or interest on the Loan that is received later than the 30th day following its date of demand, in an amount equal to 5% of such payment.”
6. Section 3.04(c) “Administrative Fee” is deleted in its entirety.
7. Section 3.10 “Prepayments” is deleted in its entirety.
8. The Borrower agrees to comply with the Davis-Bacon Act requirements of Section 513 of the Federal Water Pollution Control Act for the entirety of construction contract costs of the Project, and shall include specific language regarding compliance in its contracts and subcontracts.
9. The Borrower agrees to comply with the Use of American Iron and Steel requirement of federal law, which provides that all of the iron and steel products used in the Project are produced in the United States, unless a waiver is granted.
10. The Borrower agrees to comply with EPA’s Final Financial Assistance Conflict of Interest Policy, and report any instances of actual or potential conflicts of interest in the award, administration, or monitoring of subawards arising from procurements or other actions. Any conflicts of interest must be immediately disclosed to the Administration within 30 days of discovery for further guidance. The EPA’s Final Financial Assistance Conflict of Interest Policy is found at: <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>

EXHIBIT A
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

11. If this Project is financed with the use of federal funds under CFDA # 66.458, the Borrower may be subject to a single audit to be undertaken by an independent auditor in accordance with uniform administrative requirements, cost principles, and audit requirements for federal awards, 2 C.F.R. § 200.501 (see generally, Subpart F – Audit Requirements of 2 C.F.R. Part 200). The Borrower hereby agrees to obtain such single audit, if required by the Single Audit Act.
12. Borrower agrees to comply with 2 CFR 200.216, which requires that EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
13. The Borrower agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act, Public Law No. 117-58) which the Borrower understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Borrower has requested and obtained a waiver pertaining to the Project that has been approved by the Administration, or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing federal agencies have otherwise advised the Borrower in writing that the Build America, Buy America Requirements are not applicable to the Project.
14. The Borrower further agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by EPA and/or the State, such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each

EXHIBIT A
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a Default or Event of Default hereunder and the Administration may exercise remedies available to it on default, including but not limited to declaring all amounts due hereunder and under the Note immediately due and payable, terminating and/or requiring repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

15. The Borrower must disclose, in a timely manner, in writing to the EPA, the Administration, and the EPA Office of Inspector General all violations of civil False Claims Act violations and Federal criminal law violations involving fraud, bribery, or gratuity violations in connection with the Loan (including any contracts or subcontracts thereunder). The “credible evidence” standard shall be used. This is commonly defined as information “that is worthy of belief, trustworthy evidence.” Using this standard means that the Borrower does not need to make a firm legal determination that a civil or criminal law has been violated before they are required to disclose the violation to the Administration, EPA, and the EPA OIG. Disclosures to the EPA OIG should be made using the form located at https://www.epaoig.gov/sites/default/files/document/2023-04/disclosure_fillable_form_3-5-21.pdf. The form can be completed online or emailed to OIG.Hotline@epa.gov. The Borrower is also required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 321, and 41 U.S.C. 2313).

EXHIBIT B
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

DESCRIPTION OF THE LOAN

- (1) Project Name(s): Evitts Creek CSO Upgrades Phase IV
- (2) Maximum Principal Amount of Loan Commitment: \$ 1,223,676
- (3) Rate of Interest: 0 %
- (4) Amortization Schedule: Due on demand, with interest accruing at the Default Rate from the date of demand, in accordance with Exhibit A to this Loan Agreement.
- (5) Estimated Completion Date of Project(s): September 30, 2026
- (6) Default Rate: 4.62% (*Based upon the April 2026 average of the Bond Buyer 11-Bond Index*)
- (7) Description of Project: The proposed project involves the next phase in a multi-phase project to reduce the frequency and volume of combined sewer overflows (CSOs) in the City of Cumberland and improve the City of Cumberland's sewer infrastructure. This project will repair/rehabilitate aging sewer lines near the City of Cumberland to address inflow and infiltration issues. The sewer lines have cracks, significant damage, root intrusion, extensive infiltration, and are in need of rehabilitation. The project will help reduce CSO discharges in compliance with MDE's Consent Decree with the City of Cumberland. This project is consistent with Maryland's adaptation and resiliency objectives through the reduction of runoff that is exacerbated by increased precipitation or flooding events.
- (8) Address for Borrower's Office(s) Where Books and Records Are Kept, if different from address printed above: N/A

EXHIBIT C
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi
Project Name: Evitts Creek CSO Upgrades Phase IV

PROJECT BUDGET

Breakdown of Eligible Project Costs:

A. Portion of Eligible Project Costs to be directly financed:

<u>Description</u>	<u>Allocated Amount of Loan*</u>
Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies	
Subtotal Loan:	\$ <u>1,157,016</u>

B. Portion of Eligible Project Costs for which Borrower will be reimbursed at closing, which the Borrower hereby certifies were paid or incurred prior to the date of the Agreement, in anticipation of being reimbursed through a loan from the Administration (and subject to compliance with Section 3.03(a) of the Agreement):

<u>Description</u>	<u>Allocated Amount of Loan</u>
Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies	

Total Reimbursement at Closing: \$ 66,660
Total Loan: \$ 1,223,676

EXHIBIT C
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

C. Construction Cash Draw Schedule*

<u>Federal Quarter</u>	<u>Cash Disbursements*</u>
FFY 26 Q3 (Apr 26 – June 26)	\$ 66,660
FFY 26 Q4 (Jul 26 – Sep 26)	\$1,157,016

Total Disbursements: \$ \$1,223,676

* SUBJECT TO CHANGE WITH CONSENT OF THE ADMINISTRATION IN ITS DISCRETION UNDER SECTION 2.02(d) OF THIS AGREEMENT

OPINION OF BORROWER'S COUNSEL

[LETTERHEAD OF COUNSEL TO BORROWER]

[CLOSING DATE]

Maryland Water Infrastructure
Financing Administration
1800 Washington Blvd.
Baltimore, Maryland 21230-1718

Ladies and Gentlemen:

We are counsel to [NAME OF BORROWER], a [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower") in connection with the loan (the "Loan") by Maryland Water Infrastructure Financing Administration (the "Administration") to the Borrower of funds to finance all or a portion of the costs of a project (the "Project") described in Exhibit B to the Loan Agreement dated as of _____, 2026 (the "Agreement") by and between the Administration and the Borrower.

In this connection, we have reviewed such records, certificates, and other documents as we have considered necessary or appropriate for the purposes of this opinion, including, without limitation, the Agreement and the Borrower's \$ _____ Water Quality Bond, Series 2026, dated _____, 2026 (the "Note"). The Agreement and the Note are referred to herein collectively as the "Loan Documents". Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a validly created and existing [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland, possessing authority to acquire, construct and operate the Project and to enter into the Loan Documents and perform its obligations thereunder.

(b) The Borrower has duly authorized, executed and delivered the Loan Documents and, assuming due authorization, execution and delivery of the Agreement by the Administration, the Loan Documents constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

(c) The Note is a general obligation of the Borrower to which its full faith and credit is pledged payable, if and to the extent not paid from other sources as described in the Agreement, from ad valorem taxes, unlimited as to rate and amount, which the Borrower is empowered to levy on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation by the Borrower.

(d) The Loan Documents and the enforceability thereof are subject to bankruptcy, insolvency, moratorium, reorganization and other state and federal laws affecting the enforcement of creditors' rights and to general principles of equity.

(e) To the best of our knowledge after reasonable investigation, the Borrower has all necessary licenses, approvals and permits required to date under federal, state and local law to own, construct and acquire the Project.

(f) Neither the execution and delivery of the Loan Documents, nor the consummation of the transactions contemplated thereby, nor the acquisition and construction of the Project, nor the fulfillment of or compliance with the terms and conditions of the Loan Documents, conflicts with or results in a breach of or default under any of the terms, conditions or provisions of the charter or laws governing the Borrower (including any limit on indebtedness) or, to the best of our knowledge after reasonable investigation, any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or by which the Borrower or its properties are otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Documents.

(g) To the best of our knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court, governmental agency or public board or body pending or threatened against or affecting the Borrower that, if adversely determined, would materially affect the ability of the Borrower to perform its obligations under the Loan Documents, which has not been disclosed in writing to the Administration.

We hereby authorize Bond Counsel to the Administration to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E
to Loan Agreement

Borrower Name: Mayor and City Council of Cumberland
Address: 57 N. Liberty Street
Cumberland, MD 21502
Attention: Mark Gandolfi

Project Name: Evitts Creek CSO Upgrades Phase IV

DESCRIPTION OF DEDICATED REVENUES*

Dedicated revenues for the repayment of these loans are the sewer user charges, which include any and all fees for use of the public sewer system, or connection thereto.

* The identification of the dedicated source or sources of revenues above is intended to specify a source or sources of revenues available in sufficient amount to provide for the payment of the costs of operating and maintaining the Project as well as the payment of the costs of debt service of any borrowing incurred to finance the Project. The specification of a dedicated source or sources of revenues above is not intended to constitute an undertaking by the Borrower to pledge, segregate or otherwise set aside any specific funds of the Borrower with the expectation that such funds would be used to pay the debt service on the Loan.

\$(MAX. AMT.)

R-1

REGISTERED

UNITED STATES OF AMERICA
STATE OF MARYLAND

[NAME OF BORROWER]
WATER QUALITY BOND, SERIES 2026
Dated _____, 2026

PAYMENTS OF PRINCIPAL AND INTEREST ON THIS BOND ARE MADE
BY CHECK, DRAFT OR ELECTRONIC FUNDS TRANSFER TO THE
REGISTERED OWNER AND IT CANNOT BE DETERMINED FROM THE
FACE OF THIS BOND WHETHER ALL OR ANY PART OF THE PRINCIPAL
OF OR INTEREST ON THIS BOND HAS BEEN PAID.

REGISTERED OWNER: Maryland Water Infrastructure Financing
Administration

_____, a [body politic and corporate] [municipal corporation] [other appropriate description] of the State of Maryland (the “Borrower”), hereby acknowledges itself obligated to pay to the Registered Owner shown above, the principal amount of \$_____ (the “Maximum Principal Amount”) or so much thereof as shall have been advanced from time to time under the terms of the Loan Agreement dated as of _____, 2026 (the “Loan Agreement”) by and between the Borrower and the Maryland Water Infrastructure Financing Administration (the “Administration”), plus interest on the unpaid principal advanced under the terms of the Loan Agreement as provided for herein.

At any time prior to _____, the principal advanced under the Loan Agreement shall be payable in full on demand by the Administration in accordance with the Loan Agreement and the second succeeding paragraph below, together with interest at the rate of _____ per centum (_____%) per annum (the “Default Rate”) accruing from the date on which such demand is made by the Administration.

If the Administration determines at any time to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount shall be reduced accordingly. Any such reduction shall not affect the obligation of the Borrower to pay the principal of and interest on this bond as and when the same shall become due in accordance with the terms hereof.

PURSUANT TO THE CLEAN WATER ACT, AS AMENDED BY FEDERAL APPROPRIATION OR AUTHORIZATION ACTS AND SECTION 9-1605(d)(14) OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, THE ADMINISTRATION SHALL FORGIVE REPAYMENT OF THE PRINCIPAL AMOUNT OF THE LOAN (AS DEFINED IN THE LOAN AGREEMENT) UNDER ARTICLE III OF THE LOAN AGREEMENT AND THIS BOND, SO LONG AS THE BORROWER PERFORMS ALL OF ITS OTHER OBLIGATIONS UNDER THE LOAN AGREEMENT. UPON DETERMINATION BY THE ADMINISTRATION THAT ANY SUCH OTHER OBLIGATIONS UNDER THE LOAN AGREEMENT HAVE NOT BEEN PERFORMED BY THE BORROWER, PAYMENT OF THE PRINCIPAL OF THE LOAN WILL BE DUE AND PAYABLE ON DEMAND, ALONG WITH INTEREST ACCRUING AND PAYABLE AT THE DEFAULT RATE FROM THE DATE OF DEMAND. IF THE ADMINISTRATION HAS NOT DEMANDED PAYMENT OF THE PRINCIPAL OF THIS BOND PRIOR TO _____, THEN THE ADMINISTRATION SHALL BE DEEMED TO HAVE FORGIVEN REPAYMENT OF THE LOAN EVIDENCED BY THIS BOND, THIS BOND SHALL BE DEEMED CANCELLED, AND THE LOAN EVIDENCED BY THIS BOND AND THE LOAN AGREEMENT SHALL BE TERMINATED AND OF NO FURTHER FORCE AND EFFECT.

This bond is subject to a late charge for any payment of principal or interest that is received later than the 30th day following its date of demand in accordance with Section 3.04(b) of the Loan Agreement. Any interest due on the unpaid principal amounts advanced under the Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the date of demand.

Both the principal of and interest on this bond will be paid to the registered owner in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by a notice in writing delivered to the [INSERT BORROWER'S AUTHORIZED OFFICER].

This bond is issued pursuant to and in full conformity with the provisions of [INSERT BORROWER'S LOCAL ACT(S)] and the Maryland Water Infrastructure Financing Administration Act (codified as Sections 9-1601 to 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland, as amended), and by virtue of due proceedings had and taken by the Borrower, particularly [AN ORDINANCE AND OR A RESOLUTION] (numbered ____)[INSERT BORROWER'S AUTHORIZING ORDINANCE OR RESOLUTION] (collectively, the "Resolution") adopted by Borrower.

This bond, together with the Loan Agreement, evidences the Loan (as defined in the Loan Agreement) to the Borrower from the Maryland Water Infrastructure Financing Administration. In accordance with the Loan Agreement, the principal amount of the Loan, being the amount denominated as principal under this bond, is subject to reduction or adjustment by the Administration in accordance with the Loan Agreement.

The full faith and credit and unlimited taxing power of the Borrower are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond according to its terms,

and the Borrower does hereby covenant and agree to pay the principal of and interest on this bond at the dates and in the manner prescribed herein.

This bond is transferable only after the Maximum Principal Amount has been borrowed upon the books of the Borrower at the office of the [INSERT BORROWER'S AUTHORIZED OFFICERS] by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer satisfactory to the [INSERT BORROWER'S AUTHORIZED OFFICER], duly executed by the registered owner or his duly authorized attorney. The Borrower shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds, in such denominations as the Borrower shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered of the same series and with the same maturity and interest rate and the same forgiveness provisions. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The Borrower may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland and the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issuance of this bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, this bond has been executed by the manual signature of the [INSERT AUTHORIZED OFFICERS] and the seal of the Borrower has been affixed hereto, attested by the manual signature of the [INSERT AUTHORIZED OFFICER], all as of the __ day of ____, 2026.

(SEAL)

ATTEST:

[NAME OF BORROWER]

[AUTHORIZED OFFICER]

By: _____
[AUTHORIZED OFFICER]

**BULLET POINTS SUMMARY OF
CUMBERLAND MWIFA LOAN RESOLUTION – EVITTS CREEK CSO P-4**

- The Recitals define the “Project,” “Costs of the Project,” and “Costs” and trace authority for issuance of the general bonds evidencing the Maryland Water Infrastructure Financing Administration (“MWIFA”) loans.
- Section 1 contains rules of construction.
- For the Project, the City will receive 2 loans from MWIFA, each in an original principal amount not to exceed \$1,223,676.
- Each loan from MWIFA will be evidenced by a single general obligation bond issued by the City to MWIFA. The two bonds are defined in the Resolution as the “Series 2026A Bond” and the “Series 2026B Bond,” respectively, and such bonds are referred to in the Resolution collectively as the “Bonds” or, individually, as a “Bond.” Interest on the Series 2026A Bond will be tax-exempt. Interest on the Series 2026B Bond (if any) will be treated as taxable due to the principal forgiveness feature of the Series 2026B Bond. The Series 2026A Bond will have a scheduled amortization. The Series 2026B Bond will not have a scheduled amortization and, unless payment is demanded by MWIFA as described below, will bear interest at the rate of 0.00% per year.
- Bond proceeds may be applied to Costs of the Project only to the extent permitted by MWIFA.
- With respect to the Series 2026A Bond, based on current expectations that loan closing will occur on May 28, 2026 and the Project will be completed in September 2026, principal installments will be paid on each February 1, beginning on February 1, 2027, to and including February 1, 2056, in the amounts set forth in Section 3(b), and interest will be payable each August 1 and February 1, commencing August 1, 2026. The debt service schedule is subject to adjustment as provided in the Resolution, provided that the Series 2026A Bond may not mature later than 30 years or fewer after the date of its issuance.
- Interest on the Series 2026A Bond will be payable at the per annum rate determined as 25% of the average of the Bond Buyer 11-Bond Index for the month prior to the month in which closing occurs; the resulting rate may be rounded down by MWIFA in its sole discretion. For a closing in May 2026 (as anticipated), the Series 2026A Bond will bear interest at the rate of 1.10% per annum. The amortization schedule for the Series 2026A Bond, assuming closing on May 28, 2026 and an estimated Project completion date occurring in September 2026, is set forth in Section 3(b) of the Resolution. If closing or the expected Project completion date shifts, the amortization schedule will be recalculated on a roughly level debt service basis, based on the interest rate established by the formula provided for in the Resolution.
- The Mayor is authorized to approve any adjustments to the debt service schedule for the Series 2026A Bond prior to closing based on MWIFA requirements, including to reflect any change in payment dates because of a change in closing date and/or estimated Project completion date, subject to the referenced maturity limitations.
- With respect to the Series 2026B Bond, the City will not be required to pay debt service on the Series 2026B Bond unless the City defaults under the Series 2026B Loan Agreement identified below within the 10 years following closing on the Series 2026B Bond. If the City does so default in that 10-year period, MWIFA has the right to declare all outstanding principal of the Series 2026B Bond immediately due and payable with

interest at the rate of 100% of the average of the Bond Buyer 11-Bond Index for the month prior to the month in which the Series 2026B Bond was delivered (which rate may be rounded down by MWIFA in its sole discretion), with interest accruing from the date of demand. If the City does not default with respect to the Series 2026B Bond in the 10-year period following delivery, the Series 2026B Bond will be deemed forgiven and terminated on the 10-year anniversary date. Assuming closing occurs in May 2026, the applicable demand interest rate (referred to as the Default Rate) is 4.62%.

- The City may prepay the Series 2026A Bond only to the extent permitted by the Director of MWIFA. The Series 2026A Bond shall be subject to mandatory prepayment to the extent required by the EPA's State Revolving Fund Program Regulations. (The Series 2026B Bond is not subject to prepayment at the City's option because it does not have a scheduled amortization.)
- The City will enter into a Loan Agreement with MWIFA with respect to each Bond. The substantially final forms of the Loan Agreements are attached as Exhibits A and B to the Resolution and are respectively referred to in the Resolution (i) as the "Series 2026A Loan Agreement" (relating to the Series 2026A Bond) and the "Series 2026B Loan Agreement" (relating to the Series 2026B Bond), (ii) collectively as the "Loan Agreements," and (iii) individually, as a "Loan Agreement." The Mayor is authorized to complete, execute and deliver the Loan Agreements.
- Principal of the Bonds will be advanced to the City in accordance with the respective Loan Agreements. As provided in each Loan Agreement, MWIFA may reduce the maximum amount of the corresponding loan and, in such event, the amortization schedule for the Series 2026A Bond may be adjusted accordingly.
- Late charges and additional interest (to the extent permitted by law) will be due with regard to any late payments of debt service on the Bonds.
- The City Clerk shall serve as registrar for the Bonds. Standard provisions regarding exchange and transfer of the Bonds are included in the Resolution.
- Each Bond shall be in substantially the form of Exhibit F to the substantially final form of the corresponding Loan Agreement that is attached as an exhibit to the Resolution, and the final form of each Bond shall be executed by the Mayor and the seal shall be impressed thereon and attested to by the City Clerk.
- The City is authorized to pay (from non-Bond proceeds) any fees or costs provided for in the Loan Agreements; these include annual Administrative Fee payments required by the Series 2026A Loan Agreement (in addition to debt service on the Series 2026A Bond).
- The City pledges any moneys that it is entitled to receive from the State of Maryland, including its share of income tax revenues collected by the State, to secure its obligations under the Loan Agreements. Pursuant to the Loan Agreements, this pledge will allow MWIFA, upon a default by the City, to activate an intercept mechanism with the State.
- The City acknowledges the provisions of each Loan Agreement that allow MWIFA to accelerate payments on the corresponding Bond upon a default by the City. (Note that a default under the Series 2026B Loan Agreement (which would be a covenant default prior to a demand for payment) would likely trigger a default under the Series 2026A Loan Agreement, and a non-payment default (other than the Series 2026A Bond becoming taxable) under the Series 2026A Loan Agreement would likely trigger a default under the Series 2026B Loan Agreement, which would allow MWIFA to accelerate both Bonds.)

- Each of the Mayor, the City Administrator and the Comptroller is designated as an “Authorized Officer” for purposes of the Loan Agreements. Section 9(d) and (e) detail who may act in place of the Mayor and the City Clerk, respectively, in order of priority, in the event of a vacancy in either such position or if such official is absent, disabled or unavailable.
- MWIFA requires a borrower to identify “dedicated sources of revenue.” Debt service on the Bonds (including any debt service due on the Series 2026B Bond) shall be payable in the first instance from revenues of the wastewater system serving the City and surrounding areas, to the extent lawfully available for such purpose and subject to being appropriated. The City pledges its full faith and credit and unlimited taxing power to payment of the Bonds and may pay debt service on the Bonds from any other available revenues, subject to applicable law.
- Any two or more of the Mayor, the Treasurer and the Comptroller are authorized to approve and sign a certificate regarding the tax-exempt status of interest on the Series 2026A Bond. The City covenants to comply with provisions of the federal tax code and related regulations applicable to the Series 2026A Bond. Such officials are authorized to make any applicable representations, certifications or designations with respect to the Series 2026A Bond contemplated by the federal tax code and related regulations.
- The City shall apply proceeds of the Bonds only as permitted by the respective Loan Agreements, the Clean Water Act (identified in the Resolution) and the statutes relating to MWIFA.
- Provisions of the Resolution shall be liberally construed.

Exhibit A – substantially final form of Loan Agreement relating to the Series 2026A Bond.

Exhibit B – substantially final form of Loan Agreement relating to the Series 2026B Bond.

This summary is subject in all respects to the provisions of the entire Resolution.

File Attachments for Item:

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

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2026-06**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,
GRANTING THE WESTERN MARYLAND SCENIC RAILROAD DEVELOPMENT
CORPORATION, INC., A PROPERTY TAX CREDIT FOR THE
TAX YEAR 2026-2027**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc. is such a property owner designated in Section 9-302(b)(4) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc. has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Western Maryland Scenic Railroad Development Corporation, Inc. a property tax credit against the municipal corporation property tax imposed on the Western Maryland Scenic Railroad Development Corporation, Inc. for the tax year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED THAT, the Western Maryland Scenic Railroad Development Corporation, Inc. be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2026-2027.

***Given under our Hands and Seals this 19th day of May, 2026, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.***

Attest:

Mayor and City Council
Of Cumberland

Allison K. Layton
City Clerk

Raymond M. Morriss
Mayor



13 Canal St. 2nd floor,
Cumberland, MD 21502

May 13, 2026

SENT VIA EMAIL AND USPS

Mayor Morriss and City Council
City Hall
57 North Liberty Street
Cumberland, MD 21502

Re: Western Maryland Scenic Railroad Development Corp. Tax #: D02128841

Dear Mayor Morriss, City Council, et al:

As granted to Western Maryland Scenic Railroad in previous years, we are requesting a tax credit/abatement for the property taxes assessed to our organization for the Tax Year 2026-2027. Please consider taking action on this abatement during your next public meeting. WMSR does not own real estate property.

If any additional information is needed, or if you have any questions, please do not hesitate to contact me regarding this request for tax abatement/credit at: 301-759-4400.

Sincerely,

Wesley Heinz
Executive Director
Western Maryland Scenic Railroad

File Attachments for Item:

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

ORDINANCE NO. 4052

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

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

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

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

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

ORDINANCE NO. 4053

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

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

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

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

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

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

ORDINANCE NO. 4054

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

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

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

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

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

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

ORDINANCE NO. 4055

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

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

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

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

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

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

ORDINANCE NO. 4056

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

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

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

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

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

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

ORDINANCE NO. 4057

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

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

Section 24-86 Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

30

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

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

Passed this _____ day of June, 2026.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton
City Clerk

File Attachments for Item:

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

ORDINANCE NO. 4058

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

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

(b) SCHEDULES: USE OF FUNDS.

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

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

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

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

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

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

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

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

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

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

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

File Attachments for Item:

. Order 28,013 - approving a contract extension with Farrell Forestry LLC to complete the final timber sale of the existing five year plan for the Evitts Creek Watershed (City Project 2022-41-SRVC) for a one year term beginning July 1, 2026 through June 30, 2027 in the amount not to exceed \$33,000



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

ORDER NO. 28,013

DATE: May 19, 2026

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

THAT, a contract extension with Farrell Forestry LLC, 17205 Dutch Hollow Road, Mount Savage, MD 21545, to complete the final timber sale of the existing five (5) year plan for the Evitts Creek Watershed (City Project 2022-41-SRVC) for a one (1) year term beginning July 1, 2026 through June 30, 2027 be and is hereby approved in the amount not to exceed Thirty Three Thousand Dollars and No Cents (\$33,000.00).

Raymond M. Morriss, Mayor

Budget: 002.220.20100

Council Agenda Summary

Meeting Date: May 19, 2026

Key Staff Contact: Brooke Cassell

Item Title:

Consultant Forester Contract, One-Year Contract Extension (July 1, 2026 through June 30, 2027)

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

The City of Cumberland requests approval to extend the current Consultant Forester contract with Farrell Forestry LLC, 17205 Dutch Hollow Road, Mount Savage, MD 21545, for an additional twelve (12) months, from July 1, 2026 through June 30, 2027.

The original contract was awarded on February 7, 2023, under City Project No. 2022-41-SRVC. Following a previously approved five-month contract extension through June 30, 2026, the City is requesting an additional one-year extension to complete the final timber sale of the existing five-year Timber Sale Plan and maintain continuity of the project.

The proposed one-year extension includes the following services:

1. Invasive Species Control, including herbicide treatment of approximately 50 acres in Stand 402: **\$15,000**
2. FY 2027 Timber Sale Marking and Bid Packet Preparation: **\$16,000**
3. Timber Sale Completion Oversight: **\$2,000**

Total Contract Extension Cost: \$33,000

Amount of Award:

\$33,000

Budget number:

002.220.20100

Grant, bond, etc. reference:

N/A

Fwd: Request to Extend Contractual Forester Agreement

1 message

Brooke Cassell <brooke.cassell@cumberlandmd.gov>
To: Julie Hutson <julie.hutson@cumberlandmd.gov>

Mon, May 11, 2026 at 2:51 PM

Brooke Cassell
Public Works Director**City Of Cumberland**
[215 Bowen St, Cumberland, MD 21502](#)
301-722-2000 | 301-759-6624 | 240-580-0755

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

From: **Brooke Cassell** <brooke.cassell@cumberlandmd.gov>
Date: Mon, May 11, 2026 at 9:20 AM
Subject: Re: Request to Extend Contractual Forester Agreement
To: <jeff.silka@cumberlandmd.gov>

Thank you.

Brooke Cassell
Public Works Director**City Of Cumberland**
[215 Bowen St, Cumberland, MD 21502](#)
301-722-2000 | 301-759-6624 | 240-580-0755On Mon, May 11, 2026 at 9:16 AM Jeff Silka <jeff.silka@cumberlandmd.gov> wrote:
I approve**Jeffrey F. Silka, ICMA-CM**
City Administrator
City of Cumberland
[57 N. Liberty Street](#)
[Cumberland, MD 21502](#)
[Office \(301\) 759-6424](#)
[Cell \(240\) 609-9303](#)
City of Cumberland

On Mon, May 11, 2026 at 9:07 AM Brooke Cassell <brooke.cassell@cumberlandmd.gov> wrote:

Jeff,

I am requesting approval to extend the contractual forester agreement with Shannon Farrell for an additional year to allow completion of the existing five-year timber sale plan and continuation of the invasive species management program.

Extending the agreement would provide continuity for these ongoing projects and allow Mr. Farrell to use his existing knowledge and familiarity with the timber sale plan to efficiently execute the remaining work. In addition, this extension would ensure the continued, uninterrupted implementation of the current invasive species treatment plan.

The proposed terms for the extension are as follows:

- **FY26 Invasive Species Spraying:** \$15,000
- **FY27 Timber Sale (Marking & Bid Packet):** \$16,000
- **Timber Sale Completion:** \$2,000

This represents an increase from the current contract amount of \$30,000 to \$33,000. The increase is necessary because the larger invasive species treatment area requires additional work and resources.

I believe this extension is in the City's best interest because it will maintain project continuity, preserve institutional knowledge, and support the successful completion of existing forestry and invasive species management objectives.

Please let me know if you need any additional information or supporting documentation regarding this request.

Thank you for your consideration.

Brooke Cassell

Public Works Director

City Of Cumberland

215 Bowen St, Cumberland, MD 21502

301-722-2000 | 301-759-6624 | 240-580-0755

File Attachments for Item:

. Order 28,014 - rescinding Order No. 28,010, originally approved on May 5, 2026 due to a misstated purchase price, and accepting the bid from low responsive bidder Top Coat Technicians for Epoxy Flooring to repair broken concrete at the Municipal Service Center in a total project cost not to exceed \$58,509 and rejected all other bids



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

ORDER NO. 28,014

DATE: May 19, 2026

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

THAT, Order No. 28,010, originally approved on May 5, 2026 be and is hereby rescinded due to a misstated purchase price; and

BE IT FURTHER ORDERED THAT, the bid from low responsive bidder Top Coat Technicians, 272 Nellie Mae Lane, Keyser, WV 26726, for the purchase of Epoxy flooring to repair broken concrete at the Municipal Service Center be and is hereby approved in the amount not to exceed Fifty Eight Thousand Five Hundred Nine Dollars and No Cents (\$58,509.00); and

BE IT FURTHER ORDERED THAT, all other bids are hereby rejected.

Raymond M. Morriss, Mayor

Budget:
115.071A.620000

Bids Received:

Top Coat Technicians	\$51,165.00
Shaffer Construction	\$70,125.00
AndieMac	\$80,700.00

Council Agenda Summary

Meeting Date: May 19, 2026

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of Epoxy Flooring from Top Coat Technicians, 272 Nellie Mae Ln, Keyser, WV 26726 for an amount not to exceed \$58,509.00.

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

Requesting an order to rescind the original Order, approved May 5 due to a misstated price and accepting the purchase of Epoxy Flooring from Top Coat Technicians for an amount not to exceed \$58,509.00. Three quotes were obtained with Top Coat being the lowest bid. This is to repair broken concrete at the Municipal Service Center.

Amount of Award:

\$58,509.00

Budget number:

115.071A 620000

Grant, bond, etc. reference:

N/A

Proposal #1952971



Devin Burke

Devin.burke@cumberlandmd.gov
(240) 609-6793
215 Bowen St
Cumberland, MD 21502

Proposal # 1952971
Proposal Date 8/12/2025
Proposal Amount \$58,509.00
Job Address 215 Bowen St
Cumberland, MD 21502

Top Coat Technicians License# WV062422

272 Nellie Mae Ln
Keyser, WV 26726
Phone: (304) 813-2302

Line Items

Product / Service	Quantity	Price	Subtotal	Tax	Total
Epoxy Flooring: Full Broadcast Flake 1. Test for Moisture issues(if we didn't during estimate). 2. We use a concrete grinder or shotblaster to achieve correct CSP. 3. Vacuum and clean floor. 4. Wipe up any excess containments remaining. 5. Tape off areas. 6. Lift doors to ensure full coverage. 7. Patch any cracks or imperfections that we see fit. 8. Apply our Moisture Vapor Barrier or 100% solid Epoxy. 9. Broadcast the flake coat. 10. Scrape and vacuum excess and loose flake. 11. Apply our High wear Polyaspartic top coat. 12. Add anti-slip agent. 13. Final clean up and walk-through. 14. Apply our nano-coating(if purchased). Most jobs take 3 days to complete. 7 days to cure, and 30 days for maximum strength.	5100.00	\$7.75 / Ea	\$39,525.00	\$0.00	\$39,525.00
Sacrificial Layer **Depends on the situation** 1. Acts as a self leveler- 2. To fill pinholes that cause "outgassing" 3. To help with moisture mitigation. 4. Furthers durability of garage coating by additional layer being added.	2400.00	\$4.85 / Ea	\$11,640.00	\$0.00	\$11,640.00
Nano-coating- "ceramic" Benefits: -protection against spalling, pitting, erosion and chemical damage -Prevents mold and mildew food sources of organic materials -Reduces saponifying action of water and alkali resulting in premature or accelerated erosion -Repels chemicals to prevent staining and disfiguring -Clean-ability, anti-graffiti -Non-slip (wet slip coefficient >0.80) -Mold/mildew protection -Color enhancement -Impregnating "wet look" sealer on dull or matte surfaces such as for pool decks, pavers, sidewalks and more -Non-film forming clear siloxane water repellent for water and stain Inorganic hydrophobic	5100.00	\$1.44 / Ea	\$7,344.00	\$0.00	\$7,344.00

heat resistant to 1200 degrees Fahrenheit
impervious to UV– Cool to touch!
Covalent Bonds
Bonds to all surfaces
Nano-technology
Non-porous, very smooth surface
Resistant to chemical corrosion

this coating will help tremendously with cleaning maintenance '

Subtotal	\$58,509.00
Tax	\$0.00
Total	\$58,509.00

Proposal Summary

Line Item Total	\$58,509.00
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Proposal Total	\$58,509.00
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Deposit Required

\$29,254.50 (50.00%)

Note

We offer fully customizable flooring solutions tailored to your specific needs. Our designs can incorporate any color scheme, borders, logos, or emblems to align with your brand or aesthetic preferences. Additionally, we can extend the design seamlessly up the wall as a cove for a cohesive look. If a design can be drawn, we have the expertise to bring it to life with precision and quality craftsmanship.



Terms and Conditions

TERMS AND CONDITIONS

Epoxy & Decorative Concrete Contractor Proposal

By accepting this proposal, the Client acknowledges and agrees to the following Terms and Conditions.

1. SCOPE OF WORK

1.1 Top Coat Technicians LLC ("Contractor") shall provide epoxy, overlay, or decorative concrete services as specifically described in the proposal and any approved change orders.

1.2 Any work not expressly included in the proposal is excluded and shall require a written change order and additional charges.

2. PRICING & PAYMENT

2.1 A **50% deposit** is required prior to scheduling or commencement of work unless otherwise agreed in writing.

2.2 The remaining balance is due **immediately upon substantial completion** of the project.

2.3 Payments made by check are not considered received until cleared.

2.4 Payments disputed, reversed, or charged back after services have been rendered remain the responsibility of the Client. The Client agrees to reimburse Contractor for all costs associated with collection, including administrative fees, legal fees, and chargeback penalties.

3. SCHEDULING & DELAYS

3.1 Project timelines are estimates and may be affected by weather, site conditions, material availability, or unforeseen circumstances.

3.2 Contractor shall not be liable for delays caused by factors outside of its control.

4. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide **unimpeded access** to the work area for the duration of the project
- Remove all furniture, appliances, and personal items prior to arrival
- Provide **water and electricity** near the work area unless otherwise stated
- Notify Contractor of any known structural, moisture, or substrate issues

Failure to meet these conditions may result in delays or additional charges.

5. MATERIAL, COLOR & SURFACE DISCLOSURES

5.1 Epoxy and overlay systems are **hand-applied** and natural variations in color, texture, patterning, and finish are normal and expected.

5.2 Samples represent a **general appearance only** and exact matches are not guaranteed.

5.3 White and light-colored systems may discolor when exposed to UV light or heat sources. UV-resistant topcoats may reduce but not eliminate discoloration.

6. SUBSTRATE & MOISTURE DISCLAIMER (CRITICAL)

6.1 Contractor is **not responsible for the structural integrity** of the existing slab or substrate.

6.2 Cracks, pits, joint telegraphing, and surface imperfections may remain visible and/or return due to slab movement.

6.3 Contractor is **not responsible for delamination, discoloration, bubbling, or failure** caused by:

- Moisture vapor transmission
- Hydrostatic pressure
- Groundwater
- Plumbing leaks
- Improper drainage or site conditions

Moisture mitigation systems reduce risk but **do not guarantee** prevention of future moisture-related failures.

7. ENVIRONMENTAL & CONTAMINATION CONDITIONS

7.1 Contractor is not liable for dust, debris, insects, or airborne contaminants introduced from HVAC systems, open environments, or adjacent construction.

7.2 While all reasonable precautions will be taken, minor surface imperfections may occur and are not considered defects.

8. CURE TIME & ACCESS

8.1 Epoxy and overlay systems require specified cure times before foot traffic, vehicle traffic, furniture placement, or cleaning.

8.2 **Any damage caused by premature access, moisture exposure, pets, or misuse voids all warranties.**

8.3 Final use of the surface constitutes **acceptance of workmanship.**

9. WARRANTY

9.1 Contractor warrants workmanship only for a limited period as stated in the proposal.

9.2 Warranty excludes:

- Normal wear and tear
- Scratches, abrasions, or impact damage
- Chemical exposure
- Moisture-related failures
- Improper cleaning or maintenance
- Acts of nature or third parties

No warranty is provided for cosmetic variations inherent to decorative coatings.

10. LIMITATION OF LIABILITY

10.1 Contractor's liability shall be limited to the **amount paid under this agreement.**

10.2 Under no circumstances shall Contractor be liable for indirect, incidental, or consequential damages.

11. INSURANCE

Contractor maintains general liability insurance. Proof of insurance is available upon request.

12. TERMINATION

Either party may terminate this agreement for material breach with written notice. The Client shall pay for all work completed and materials ordered up to the date of termination.

13. GOVERNING LAW

This agreement shall be governed by the laws of the **State in which the project is performed.**

14. ENTIRE AGREEMENT

This document, together with the proposal and any approved change orders, constitutes the entire agreement between the parties.

Sign And Date To Accept Proposal:

Customer Signature:

Date:



Gmail

Shannon Berry <shannon.berry@cumberlandmd.gov>

M&CC Order 28010 Ammendment

1 message

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, May 13, 2026 at 10:14 AM

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

Cc: "Allison Layton, CPM" <allison.layton@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Could you please create a revised agenda summary for the flooring. I entered the wrong amount. The amount of \$51,165 does not include the \$7,344 ceramic coating. The total needs to be **\$58,509**. I have attached a new proposal from Top Coat and the current M&CC Order. Please let me know if you have any questions.

Thanks,
Brian

Brian Broadwater

Fleet Manager

City Of Cumberland

215 Bowen St, Cumberland, MD 21502

301-722-2000 | 301-759-6627 | 240-920-2079

2 attachments**proposal-1952971-download (2).pdf**

149K

**MCC Order 28010.pdf**

10825K

File Attachments for Item:

. Order 28,015 - declaring real property known as 938 Gay Street as surplus property to be offered for sale



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

ORDER NO. 28,015

DATE: May 19, 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. 938 Gay Street Tax ID No. 04-031016

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

Search Tax Maps			No Ground Rent Redemption on File			No Ground Rent Registration on File			
Special Tax Recapture: None									
Account Number:			District - 04 Account Identifier - 031016						
Owner Information									
Owner Name:			CUMBERLAND MAYOR AND CITY COUNCIL			Use:		EXEMPT	
						Principal Residence:		NO	
Mailing Address:			57 N LIBERTY STREET CUMBERLAND MD 21502-			Deed Reference:		/03153/ 00305	
Location & Structure Information									
Premises Address:			938 GAY ST CUMBERLAND 21502-0000			Legal Description:		938 GAY ST LOT 25 50X120 MINKE & WILLISON ADDN	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0109	0014	2574	6050001.01	0000				2024	Plat Ref:
Town: CUMBERLAND									
Primary Structure Built			Above Grade Living Area		Finished Basement Area		Property Land Area		County Use
1949			936 SF				6,000 SF		
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements		
1	NO	STANDARD UNIT	SIDING/	3	1 full				
Value Information									
			Base Value		Value		Phase-in Assessments		
					As of		As of		
					01/01/2024		07/01/2025		
							As of		
							07/01/2026		
Land:			5,400		5,400				
Improvements			1,000		1,000				
Total:			6,400		6,400		6,400		
Preferential Land:			0		0				
Transfer Information									
Seller: ARRINGTON LATY				Date: 04/21/2026				Price: \$0	
Type: NON-ARMS LENGTH OTHER				Deed1: /03153/ 00305				Deed2:	
Seller: ARRINGTON, LATY				Date: 05/13/2008				Price: \$0	
Type: NON-ARMS LENGTH OTHER				Deed1: /01490/ 00524				Deed2:	
Seller: ARRINGTON, LATY-TANIA M JOHNSON				Date: 04/14/2008				Price: \$0	
Type: NON-ARMS LENGTH OTHER				Deed1: /01481/ 00251				Deed2:	
Exemption Information									
Partial Exempt Assessments:			Class			07/01/2025		07/01/2026	
County:			670			0.00		6,400.00	
State:			670			0.00		6,400.00	
Municipal:			670			0.00 6,400.00		0.00 6,400.00	
Special Tax Recapture: None									
Homestead Application Information									
Homestead Application Status: No Application									
Homeowners' Tax Credit Application Information									
Homeowners' Tax Credit Application Status: No Application						Date:			

File Attachments for Item:

. Order 28,016 - approving the sole source repair by Carl Belt for emergency repair work on the Market Street waterline in the amount not to exceed \$121,489.70, in accordance with City Code Section 2-171(d) (iii), pertaining to purchases for emergency use



- ORDER -

of the

Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 28,016

DATE: May 19, 2026

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

THAT, the sole source repair by Carl Belt, 11521 Milnor Avenue, Cumberland MD 21502 for emergency repair work on the Market Street waterline in the amount not to exceed One Hundred Twenty One Thousand Four Hundred Eighty Nine Dollars and Seventy Cents (\$121,489.70) be and is hereby approved; and

BE IT FURTHER ORDERED, that this is in accordance with City Code Section 2-171(d) (iii), pertaining to purchases for emergency use.

Raymond M. Morriss, Mayor

Budget:
002.220.40800

Council Agenda Summary

Meeting Date: 5/19/2026

Key Staff Contact: Marty Watts

Item Title:

Market Street Bridge Waterline Emergency Repair

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

The City of Cumberland had to perform emergency repair work on the Market Street waterline after it froze and burst over winter. Carl Belt was utilized in order to thaw and repair the waterline in the amount of \$121,489.70, as the City of Cumberland did not have the equipment to do the repairs in-house. This work was emergency in nature and approved by the City Administrator. Additionally, finance approved an override for G/L Account 40800 in the amount of \$121,489.70 for the repair/replacement.

This will be funded with City Water Funds.

Amount of Award: \$121,489.70

Budget number: 002.220.40800

Grant, bond, etc. reference: City Funds



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Fwd: Carl Belt Invoice for Market St Bridge

1 message

Robert Smith <robert.smith@cumberlandmd.gov>
To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thu, May 14, 2026 at 12:50 PM

See below and attached. Thanks.

**Robert Smith, PE**

Dir of Engineering and Utilities

City Of Cumberland

20 Bedford St, Cumberland, MD 21502

T: 301-722-2000 | D: 301-759-6601 | M: 301-268-1180

robert.smith@cumberlandmd.gov | www.cumberlandmd.gov



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

From: **Mark Gandolfi** <mark.gandolfi@cumberlandmd.gov>

Date: Tue, May 5, 2026 at 1:23 PM

Subject: Re: Carl Belt Invoice for Market St Bridge

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>

Approved.

**Mark Gandolfi, CPA**

Comptroller

City Of Cumberland

57 N Liberty St, Cumberland, MD 21502

301-722-2000 | 301-759-6404

mark.gandolfi@cumberlandmd.gov | www.cumberlandmd.gov



On Tue, May 5, 2026 at 11:38 AM Marty Watts <marty.watts@cumberlandmd.gov> wrote:

Mark, could you please approve the override for G/L Acct. 002.220 40800 in the amount of \$121,489.70 for the repair/replacement of the waterline that froze and burst under the Market St Bridge. We did not have the equipment to do this repair ourselves, so we had to contract out the work.

I have attached the invoice from Carl Belt.

--

Marty Watts

Water Superintendent

City of Cumberland

215 Bowen St.

Cumberland, MD 21502

301-759-6621 (Office)

240-362-8017 (Cell Phone)

marty.watts@cumberlandmd.gov



City of Cumberland - Invoice #42013.pdf

919K

INVOICE

C A R L B E L T

I N C O R P O R A T E D

C O N T R A C T I N G . . E N G I N E E R I N G

OFFICE AND YARD
11521 MILNOR AVENUE BOWLING GREEN

POST OFFICE BOX 1210
CUMBERLAND, MARYLAND 21501-1210

TO **City of Cumberland**
57 N. Liberty Street
Cumberland, MD 21502
Attn: Robert Smith
robert.smith@cumberlandmd.gov
~~marty.watts@cumberlandmd.gov~~

DATE 4/29/2026
Invoice #42013
Page 1 of 4

TERMS-NET CASH.

INTEREST AT THE RATE OF 1½ % PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ALL BALANCES THAT BECOME 30 DAYS

RE: **Belt Job #2083**
Market Street Bridge Waterline Repairs

To thaw and repair waterline at Market Street Bridge

LABOR

Week Ending 2/7/26

General Superintendent	2	hrs. @	\$ 130.00	\$ 260.00
Operator Superintendent	24	hrs. @	\$ 107.21	\$ 2,573.04
Premium Time	1	hrs. @	\$ 141.30	\$ 141.30
Lead Laborer (2)	48	hrs. @	\$ 70.31	\$ 3,374.88
Premium Time	2	hrs. @	\$ 103.21	\$ 206.42
Teamster (2)	9	hrs. @	\$ 69.07	\$ 621.63
Ironworker Foreman	8	hrs. @	\$ 85.07	\$ 680.56

Week Ending 2/14/26

General Superintendent	2	hrs. @	\$ 130.00	\$ 260.00
Operator Superintendent	16	hrs. @	\$ 107.21	\$ 1,715.36
Premium Time	0	hrs. @	\$ 141.30	\$ -
Lead Laborer	16	hrs. @	\$ 70.31	\$ 1,124.96
Laborer	16	hrs. @	\$ 64.10	\$ 1,025.60
Teamster	4.5	hrs. @	\$ 69.07	\$ 310.82

Week Ending 2/21/26

General Superintendent	1	hrs. @	\$ 130.00	\$ 130.00
Operator (3)	20	hrs. @	\$ 84.62	\$ 1,692.40
Lead Laborer (2)	32	hrs. @	\$ 70.31	\$ 2,249.92
Teamster (2)	16	hrs. @	\$ 69.07	\$ 1,105.12
Premium Time	2	hrs. @	\$ 87.64	\$ 175.28
Ironworker Foreman	16	hrs. @	\$ 85.07	\$ 1,361.12

INVOICECARL BELT
INCORPORATED

Invoice #42013

Page 2 of 4

Week Ending 2/28/26

General Superintendent	1	hrs. @	\$ 130.00	\$ 130.00
Operator	40	hrs. @	\$ 84.62	\$ 3,384.80
Premium Time	1	hrs. @	\$ 111.24	\$ 111.24
Lead Laborer (2)	72	hrs. @	\$ 70.31	\$ 5,062.32
Teamster (2)	7.5	hrs. @	\$ 69.07	\$ 518.03
Ironworker Foreman	30	hrs. @	\$ 85.07	\$ 2,552.10

Week Ending 3/7/26

General Superintendent	1	hrs. @	\$ 130.00	\$ 130.00
Operator	40	hrs. @	\$ 84.62	\$ 3,384.80
Lead Laborer (2)	80	hrs. @	\$ 70.31	\$ 5,624.80
Teamster (3)	14	hrs. @	\$ 69.07	\$ 966.98
Ironworker Foreman	30	hrs. @	\$ 85.07	\$ 2,552.10
Ironworker	22	hrs. @	\$ 76.52	\$ 1,683.44

Week Ending 3/21/26

General Superintendent	1	hrs. @	\$ 130.00	\$ 130.00
Carpenter Foreman	5	hrs. @	\$ 83.92	\$ 419.60
Premium Time	2.5	hrs. @	\$ 107.36	\$ 268.40
Lead Laborer	10	hrs. @	\$ 70.31	\$ 703.10
Teamster - Premium Time	1	hrs. @	\$ 87.64	\$ 87.64
Operator	10	hrs. @	\$ 84.62	\$ 846.20

Week Ending 3/28/26

General Superintendent	1	hrs. @	\$ 130.00	\$ 130.00
Carpenter Foreman	5	hrs. @	\$ 83.92	\$ 419.60
Carpenter	3	hrs. @	\$ 74.47	\$ 223.41
Laborer	2	hrs. @	\$ 64.10	\$ 128.20
Teamster	8	hrs. @	\$ 69.07	\$ 552.56
Operator	1	hrs. @	\$ 84.62	\$ 84.62

TOTAL LABOR

\$ 49,102.34

MATERIAL

Tie Wire	2	rolls @	\$ 6.00	\$ 12.00
Ductile Tee 8x8x8	1	ea @	\$ 265.00	\$ 265.00
Ductile Tee 8x8x2	1	ea @	\$ 225.00	\$ 225.00
Ductile Fitting 8x11.5	1	ea @	\$ 165.00	\$ 165.00
8" Megalug kit	2	ea @	\$ 65.00	\$ 130.00
Allegany Aggregates	Invoice #738797			\$ 252.09
Allegany Aggregates	Invoice #738918			\$ 113.78
American Concrete	Invoice #5111			\$ 1,149.59
Core & Main	Invoice #Y617301			\$ 7,794.18
Core & Main	Invoice #Y537016			\$ 16,057.94
84 Lumber	Invoice #0929-614131			\$ 28.83
Hilti	Invoice #4625746667			\$ 229.23
Lowe's	Invoice #776380			\$ 59.34
PVIS	Invoice #181788			\$ 651.90
PVIS	Invoice #181958			\$ 3.37

INVOICECARL BELT
INCORPORATED

Invoice #42013

Page 3 of 4

PVIS	Invoice #181963	\$	11.96
PVIS	Invoice #182094	\$	11.96
PVIS	Invoice #182353	\$	45.33
PVIS	Invoice #182371	\$	13.52
Red Barn Concrete	Invoice #422	\$	338.67
Surplus City	Invoice #415954	\$	32.93
W.N. Yoder	Invoice #21654	\$	1,719.13
Subtotal Material		\$	29,310.75
Overhead & Profit 15%		\$	4,396.61

TOTAL MATERIAL

\$ 33,707.36

EQUIPMENT**2/7/2026**

Pick up truck w/ small tools	11	hrs. @	\$	40.00	\$	440.00
Tractor w/ Lowboy	6	hrs. @	\$	105.00	\$	630.00
Rollback	3	hrs. @	\$	80.00	\$	240.00
JLG Manlift (2)	46	hrs. @	\$	75.00	\$	3,450.00
Ground thaw machine & Concrete blankets	8	days @	\$	800.00	\$	6,400.00
CAT 305 Excavator	8	hrs. @	\$	55.00	\$	440.00

2/14/2026

JLG Manlift (2)	32	hrs. @	\$	75.00	\$	2,400.00
Pick up truck w/ small tools	8	hrs. @	\$	40.00	\$	320.00
Tractor w/ Lowboy	1.5	hrs. @	\$	105.00	\$	157.50
Rollback	3	hrs. @	\$	80.00	\$	240.00
Ground thaw machine & blankets	4	days @	\$	800.00	\$	3,200.00
CAT Forklift	6	hrs. @	\$	50.00	\$	300.00
CAT 305 Excavator	8	hrs. @	\$	55.00	\$	440.00

2/21/2026

JLG Manlift	7	hrs. @	\$	75.00	\$	525.00
Pick up truck w/ small tools	8	hrs. @	\$	40.00	\$	320.00
CAT 943 Telehandler	2	hrs. @	\$	120.00	\$	240.00
Single Axle Dump	3.5	hrs. @	\$	65.00	\$	227.50
Tri Axle Dump	8	hrs. @	\$	85.00	\$	680.00
Flatbed Truck	6.5	hrs. @	\$	80.00	\$	520.00
CAT Forklift	3	hrs. @	\$	50.00	\$	150.00
CAT 305 Excavator	4	hrs. @	\$	55.00	\$	220.00

2/28/2026

JLG Manlift (3)	63	hrs. @	\$	75.00	\$	4,725.00
Pick up truck w/ small tools	18	hrs. @	\$	40.00	\$	720.00
CAT 943 Telehandler	9	hrs. @	\$	120.00	\$	1,080.00
Single Axle Dump	7	hrs. @	\$	65.00	\$	455.00
Flatbed Truck	0.5	hrs. @	\$	80.00	\$	40.00
CAT 305 Excavator	6	hrs. @	\$	55.00	\$	330.00

INVOICE

CARL BELT
INCORPORATED

Invoice #42013

Page 4 of 4

3/7/2026

JLG Manlift (3)	46	hrs. @	\$ 75.00	\$ 3,450.00
Pick up truck w/ small tools	16	hrs. @	\$ 40.00	\$ 640.00
CAT 943 Telehandler	19	hrs. @	\$ 120.00	\$ 2,280.00
Single Axle Dump	4	hrs. @	\$ 65.00	\$ 260.00
Tri Axle Dump	10	hrs. @	\$ 85.00	\$ 850.00
CAT 305 Excavator	6	hrs. @	\$ 55.00	\$ 330.00

3/21/2026

Pick up truck w/ small tools	4	hrs. @	\$ 40.00	\$ 160.00
One Ton Dump	3	hrs. @	\$ 65.00	\$ 195.00
Flatbed Truck	1	hrs. @	\$ 80.00	\$ 80.00
CAT 305 Excavator	7	hrs. @	\$ 55.00	\$ 385.00

3/28/2026

CAT 426 Backhoe	1	hrs. @	\$ 70.00	\$ 70.00
Tractor w/ Lowboy	8	hrs. @	\$ 105.00	\$ 840.00
Pick up truck w/ trailer	5	hrs. @	\$ 50.00	\$ 250.00

Subtotal

\$ 38,680.00

MD Sales Tax, 6%

exempt

TOTAL AMOUNT DUE THIS INVOICE

\$ 121,489.70

CENTRAL DISPATCH:
(301) 777-1777

FED ID#: 52-1641964

ALLEGANY AGGREGATES, INC.

P.O. Box 127
Cumberland, MD 21502
(301) 478-2400
www.AlleganyAggregates.com

BILLING INQUIRIES:
(888) 255-1777
billing@alleganyaggregates.com

INVOICE

BILL TO: CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

INVOICE DATE: 02/22/2026
INVOICE NUMBER: 738797
CUSTOMER #: CARBEL
TAX ID NUMBER: 31012918
PO#REQUISITION#: 2083
JOB CODE: 2083PU

JOB LOCATION: MARKET STREET BRIDGE

PLANT / ZONE: BR - 0000

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$
2/20	00436976	[0013] #57 LIMESTONE	10.21	18.25	0.000	186.33	0.00	0.00	11.18	197.51
		Product Total:	10.21			186.33	0.00	0.00	11.18	197.51
2/20	00436978	[0087] ENGINEERED FILL	10.84	4.75	0.000	51.49	0.00	0.00	3.09	54.58
		Product Total:	10.84			51.49	0.00	0.00	3.09	54.58
APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____ Invoice Total: 21.05										
						237.82	0.00	0.00	14.27	252.09
INVOICE NUMBER: 738797										
TAXABLE AMOUNT:										237.82
NON-TAXABLE AMOUNT:										0.00
SALES TAX:										14.27
TOTAL AMOUNT DUE:										262.09

VENDOR ALLEGANY GIL# 7016
RECEIVED
FEB 23 2026
JOB 2083 COST CODE 01
DUE DATE _____ DISC _____

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK
PAYMENT TERMS : NET 30

CENTRAL DISPATCH:
(301) 777-1777

FED ID#: 52-1641964

ALLEGANY AGGREGATES, INC.

P.O. Box 127

Cumberland, MD 21502

(301) 478-2400

www.AlleganyAggregates.com

BILLING INQUIRIES:
(888) 255-1777
billing@alleganyaggregates.com

INVOICE

BILL TO: CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

INVOICE DATE: 03/08/2026
INVOICE NUMBER: 738918
CUSTOMER #: CARBEL
TAX ID NUMBER: 31012918
PO#REQUISITION#: 2083
JOB CODE: 2083PU

JOB LOCATION: MARKET STREET BRIDGE

PLANT / ZONE: BR - 0000

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$
3/05	00437117	[0013] #57 LIMESTONE	4.71	18.25	0.000	85.96	0.00	0.00	5.16	91.12
		Product Total:	4.71			85.96	0.00	0.00	5.16	91.12
3/05	00437120	[0087] ENGINEERED FILL	4.50	4.75	0.000	21.38	0.00	0.00	1.28	22.66
		Product Total:	4.50			21.38	0.00	0.00	1.28	22.66
APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____ Invoice Total: 9.21										
						107.34	0.00	0.00	6.44	113.78
INVOICE NUMBER: 738918										TAXABLE AMOUNT: 107.34
										NON-TAXABLE AMOUNT: 0.00
										SALES TAX: 6.44
										TOTAL AMOUNT DUE: 113.78

VENDOR ARC P GIL# 706
RECEIVED
MAR 10 2026
JOB 2083 COST CODE 01
DUE DATE _____ DISC _____

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK
PAYMENT TERMS : NET 30

INVOICE

American Concrete LLC
61 National Hwy
Cumberland, MD 21502-7029

americanconcrete411@gmail.com
+1 (301) 707-9673

Bill to
Carl Belt Inc.
P.O. Box 1210
Cumberland, Maryland 21501

Ship to
Carl Belt Inc.
P.O. Box 1210
Cumberland, Maryland 21501

Invoice details

Invoice no.: 5111
Terms: Net 15
Invoice date: 03/19/2026
Due date: 04/03/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		4500 PSI 50% SLAG	5 Yards	1	\$925.00	\$925.00
2.		Delivery Charge		1	\$24.00	\$24.00
3.		Enviromental Fee		1	\$18.95	\$18.95
4.		Hot Water		1	\$25.00	\$25.00
5.		Short Load Fee		1	\$100.00	\$100.00

Subtotal \$1,092.95

Sales tax \$56.64

Total \$1,149.59

Ways to pay

BANK

Make check payable to:
American Concrete LLC
Address: 61 National Hwy
Cumberland, MD 21502

Note to customer

PO# 2083
Job: Market St -Bridge
Cumberland, MD 21502

VENDOR

AN C GIL# 500

RECEIVED

MAR 23 2026

JOB
DUE DATE

2083

COST
CODE

01-

DISC

APPROVALS/REVISIONS

View and pay

Physical Accuracy Check

Compared to PO

Project Manager Approval



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # Y617301
Invoice Date 3/04/26
Account # 153289
Sales Rep MARK STERLING
Phone # 304-263-6986
Branch # 514 Martinsburg, WV
Total Amount Due \$7,794.18

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

315 1 MB 0.672 E0314X 10539 D14949994028 S2 P11006718 0001:0001



CARL BELT INC
PO BOX 1210
CUMBERLAND MD 21501-1210

Shipped to:
MARKET STREET BRIDGE
DELIVER TO SHOP
ATTN: DAVE SNYDER
CUMBERLAND, MD

CUSTOMER JOB- MARKET ST BRIDG

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
3/02/26	3/03/26	JOB 2083	MARKET ST BRIDG			CORE & MAIN LP	Y617301

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
010852HDSSARC	8 HDSS CL52 DI PIPE ARC ARC SPRAY ZINC COATED ISO 8179-1	100	100		73.53000	FT	7,353.00

VENDOR Cel GIL# 701
RECEIVED

MAR 10 2026

APPROVALS/REVISIONS

Clerical Accuracy Check [Signature]
Compared to PO [Signature]
Project Manager Approval [Signature]

JOB 2083 COST CODE 01
DUE DATE DISC

Online
ADVANTAGETM

- Manage billing online
- Reprint invoices
- Retrieve proof of deliveries

Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight Delivery Handling Restock Misc.

Subtotal: 7,353.00
Other: 0.00
Tax: 441.18
Invoice Total: \$7,794.18

Terms: NET 30
Ordered By:

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>.



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # Y537016
Invoice Date 2/17/26
Account # 153289
Sales Rep MARK STERLING
Phone # 304-263-6986
Branch # 514 Martinsburg, WV
Total Amount Due \$16,057.94

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

205 1 MB 0.672 E0200X I0327 D14916370406 S2 P10995420 0001:0005



CARL BELT INC
PO BOX 1210
CUMBERLAND MD 21501-1210

Shipped to:
SHOP
CUMBERLAND, MD

CUSTOMER JOB- CARLBE CARBELT MARKET ST BRIDG

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
2/12/26	2/16/26	JOB 2083	CARBELT	CARLBE		CORE & MAIN LP	Y537016

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
010852HDSSARC	8 HDSS CL52 DI PIPE ARC ARC SPRAY ZINC COATED ISO 8179-1 BID SEQ# 80	100	100		73.53000	FT	7,353.00
21T084M	8 MJ 45 C153 USA BID SEQ# 100	4	4		219.35000	EA	877.40
21AMF7081400DAU	8 UFR1400-DA-8U REST F/DIP W/ACC USA BID SEQ# 110	8	8		104.86000	EA	838.88
25I08FP0700	8 FLGXPE DI PIPE 7' IMP BID SEQ# 150	4	4		1424.40000	EA	5,697.60
24AFBNGF08RAS	8X1/8 FLG ACC SET 304SS RR FF GSKT BID SEQ# 160	4	4		95.53000	EA	382.12

VENDOR CORE GIL# YU
RECEIVED

APPROVALS/REVISIONS
Accuracy Check /

FEB 24 2026
2083 COST 01-

**Online
ADVANTAGE™**

- Manage Billing online
- Reprint invoices
- Retrieve proof of deliveries

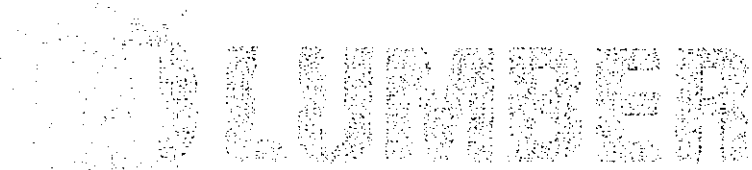
Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight Delivery Handling Restock Misc.

Subtotal: 15,149.00
Other: 0.00
Tax: 908.94
Invoice Total: \$16,057.94

Terms: NET 30
Ordered By: DAVE

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>.



LAVALLE #0929
14700 NATL. HWY
(301) 689-8402

HOURS: MON-FRI 7AM-6PM
SAT 8AM-4PM
SUN CLOSED

ASSOCIATE: THANKS!-GAVIN

03/16/26 16:13

(81)

0929-614131

Please Remit to: 84 Lumber, P.O. Box 365, Eighty Four Pa. 15330-0365

DUE BY: 04/10/26

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
2100801	2	2X10X8 DRY SPF/HF 2B	13.60	27.20

CODE: 0015042600-000-000

JOB: 2083

CARL BELT INC

PO BOX 1210

CUMBERLAND, MD 21501

(301) 729-8900 Fax: (301) 729-0163

P.O. # DELTON 1023

SUBTOTAL

27.20

TAX

1.63

TOTAL

\$28.83

A.R.

28.83

Customer acknowledges receipt of the above goods in the quantities and prices shown and agrees to pay 84 LUMBER Company in accordance with the Credit Agreement Terms and Conditions, the prior disclosure of which is acknowledged. Past due invoices will accrue interest at 1.5 % per month.

Signature(s) Customer : _____ Name (Print): _____

03/16/26 PAGE 1 OF 1

VENDOR

84

GIL#

401

RECEIVED

MAR 17 2026

JOB

2083

COST

CODE

01

DUE DATE

DISC

APPROVALS/REVISIONS

Clerical Accuracy Check

Compared to PO

Project Manager Approval



APPROVALS/REVISIONS

Clerical Accuracy Check JCompared to PO Project Manager Approval Customer Service
800-879-8000
www.hilti.comCredit Dept
800 950-6196

INVOICE 4625746667

Duns: 00-117-3525
Federal ID: 06-0732334BELT INC * CARL
PO Box 1210
CUMBERLAND MD 21501-1210

VENDOR

RECEIVED

MAR 11 2026

JOB

DUE DATE

COST

CODE

DISC

Page 1 (1)

Invoice date: 03/10/2026
Invoice due date: 04/09/2026
Cust. P.O. number: 2083
Customer account: 10752031Delivery Address: BELT INC * CARL, CUMBERLAND 11521 MILNOR AVE, CUMBERLAND MD 21502-5131 ATTN: GREG MACE
3017298900HILTI SALES REP: MICHAEL LAMPE, TUS0370405
Payment Terms: 30 days netOrder number: 587386821
Location ID: 10911627

Date: 03/09/2026

SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due *
SHIPMENT NUMBER: 373963234					
436728	CUTTING DISC 14"X5/32"X20 DM SP	1 BOX	1 BOX of 10 EA = 10 EA	216.25	216.25 A
Items Total					216.25
Total net value					216.25
Total Tax					12.98
Total amount:				USD	229.23

Taxes: State: MD 6 % \$ 12.98 County: 0 % \$ 0.00 City: 0 % \$ 0.00

* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception

It is possible for freight to split across multiple invoices. To simplify your freight charges, sign up for Hilti SMART at Hilti.com.
Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.

Customer account	Invoice	Invoice date	Prepayment	Amount due (USD)	PAYMENT ENCLOSED
10752031	4625746667	03/10/2026		\$229.23	

Bill to: BELT INC * CARL
PO BOX 1210
CUMBERLAND MD 21501-1210

Delivery Address:

BELT INC * CARL
CUMBERLAND
11521 MILNOR AVE
CUMBERLAND MD 21502-5131Please make checks payable to Hilti and remit in USD.
A fee of \$ 25.00 is assessed for return checks.
Email Tax Certificates to us-tax-certificates@hilti.com

Remit to:

HILTI INC.
PO BOX 70299
PHILADELPHIA PA
19176-0299

2 10752031 4625746667 03102026 0000022923

LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
1211 NATIONAL HWY.
LAVALE, MD 21502 (301) 729-9200

- SALE -

SALES#: S0468SL2 1536424 TRANS#: 13337906 03-20-26

76029 29-OZ SIKR GRAY SELF LVL	34.16
17.98 DISCOUNT EACH	-0.90
2 @ 17.08	
759020 10.1-OZ SIKR GRV CRACKFLX	21.82
11.48 DISCOUNT EACH	-0.57
2 @ 10.91	

SUBTOTAL:	55.98
TOTAL TAX:	3.36
INVOICE 77638 TOTAL:	59.34
LAR:	59.34

TOTAL SAVINGS THIS TRIP: \$2.94

LAR: XXXXXXXXXXXX1219 AMOUNT: 59.34 AUTHCD: 000259
SWIPED REFID: 776380 03/20/26 06:08:54
LAR PO: 2083
ACCOUNT NAME: CARL BELT INC
AUTH BUYER: SMITH DELTON

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 0468 TERMINAL: 03 03/20/26 06:09:03

OF ITEMS PURCHASED: 4
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S
FOR FULL DETAILS ON OUR RETURN POLICY, VISIT
VENDOR LOWES.COM/RETURN

A WRITTEN COPY OF THE POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

2023 MAR 23 2026
BY LOWE'S REWARDS CREDIT CARDHOLDERS GET MORE.
FOR JOYLS VISIT LOWES.COM/JOYLS

***** DUE DATE ***** DISC *****

* SHARE YOUR FEEDBACK! *

* ENTER FOR A CHANCE TO BE *

* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! *

* ENTRE EN EL SORTEO MENSUAL *

* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *

* ENTER BY COMPLETING A SHORT SURVEY *

* WITHIN ONE WEEK AT: www.lowes.com/survey *

* Y O U R I D #776380 046830 791420 *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

* VOID WHERE PROHIBITED - MUST BE 18 OR OLDER TO ENTER *

* OFFICIAL RULES & WINNERS LIST AT www.lowes.com/joyls *

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax**INVOICE**

Invoice Number:

181788

Invoice Date:

Feb 6, 2026

Page

1

Sold To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502Ship To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer ID

170

Customer PO:

2083

Payment Terms:

Net 30 Days

Sales Rep:

Job Number:

Due Date:

Best Way

3/8/26

Quantity	Item	Description	Unit Price	Extension
2.00	PO05	POLYETHYLENE 20 X100	192.00	384.00
		REINFORCED		
6.00	TP02	VAPOR BARRIER TAPE	38.50	231.00
		PERMINATOR 4" X 180' ROLL		
APPROVALS/REVISIONS Clerical Accuracy Check ☒ Compared to P.O. ☒ Project Manager Approval ☒ VENDOR ☒ GIL# 702 RECEIVED FEB - 9 2026 JOB 2083 DUE DATE ☒ DISC ☒				

Subtotal 615.00

Sales Tax 36.90

Freigh

Total Order Amount 651.90

Payment Receive

TOTAL \$651.90

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY

61 National Highway
Lavale, MD 21502

(301) 724-2000 Telephone
(301) 724-6416 Fax

INVOICE

Invoice Number:

181958

Invoice Date:

Feb 20, 2026

Page

1

Sold To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Ship To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer ID

170

Customer PO:

2083

Payment Terms:

Net 30 Days

Sales Rep:

Job Number:

Due Date:

Best Way

3/22/26

Quantity	Item	Description	Unit Price	Extension
1.00	9-0606H	6X8X16 SOLID BLOCK 90P	3.18	3.18
APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____ VENDOR <u>PO</u> GIL# <u>702</u> RECEIVED FEB 23 2026 JOB <u>2083</u> COST CODE <u>01</u> DUE DATE _____ DISC _____				

Subtotal 3.18

Sales Tax 0.19

Freigh

Total Order Amount **3.37**

Payment Received

TOTAL \$3.37

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax**INVOICE**

Invoice Number:

181983

Invoice Date

Feb 18, 2026

Page

1

Sold To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502Ship To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer ID	Customer PO:	Payment Terms:
170	2083	Net 30 Days
Sales Rep:	Job Number:	Due Date:
CMS	Best Way	3/20/26

Quantity	Item	Description	Unit Price	Extension
1.00	GLP32	GASKET LUBE QUART	11.28	11.28

VENDOR PO GIL# 706

RECEIVED

MAR - 2 2026

JOB 2083 COST CODE 01

DUE DATE _____ DISC _____

APPROVALS/REVISIONS

Clerical Accuracy Check _____

Compared to PO _____

Project Manager Approval _____

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	11.28
Sales Tax	0.68
Freigh	
Total Order Amount	11.96
Payment Received	
TOTAL	\$11.96

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax**INVOICE**

Invoice Number:

182094

Invoice Date:

Mar 4, 2026

Page

1

Sold To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502Ship To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer ID	Customer PO:	Payment Terms:
170	2083	Net 30 Days
Sales Rep:	Job Number:	Due Date:
	Best Way	4/3/26

Quantity	Item	Description	Unit Price	Extension
1.00	GLP32	GASKET LUBE QUART	11.28	11.28
VENDOR <u>PO</u> GIL# <u>706</u> RECEIVED MAR - 4 2026 2083 COST CODE JOB DUE DATE DISC APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____				

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	11.28
Sales Tax	0.68
Freigh	
Total Order Amount	11.96
Payment Receive	
TOTAL	\$11.96

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax**INVOICE**

Invoice Number:

182353

Invoice Date:

Mar 19, 2026

Page

1

Sold To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502Ship To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer ID

170

Customer PO:

2083

Payment Terms:

Net 30 Days

Sales Rep:

CMS

Job Number:

Best Way

Due Date:

4/18/26

Quantity	Item	Description	Unit Price	Extension
4.00	FE04	FIBRE EXPANSION 1/2" X 4" X 10'	5.89	23.56
		WR. MEAD.		
4.00	FEC01	1/2X10 FIBER EXPANSION SNAP	4.80	19.20
		CAP		

APPROVALS/REVISIONS
Clerical Accuracy Check _____
Compared to PO _____
Project Manager Approval _____

VENDOR 805 GIL# 706
RECEIVED
MAR 23 2026
JOB 2083 COST CODE 01-
DUE DATE _____ DISC _____

Subtotal 42.76

Sales Tax 2.57

Freigh

Total Order Amount 45.33
Payment Received

TOTAL \$45.33

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax**INVOICE**

Invoice Number:

182371

Invoice Date:

Mar 19, 2026

Page

1

Sold To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502Ship To:
CARL BELT INC.
P.O. BOX 1210
MILNOR AVE.
CUMBERLAND, MD 21502

Customer ID	Customer PO:	Payment Terms:
170	2083	Net 30 Days
Sales Rep:	Job Number:	Due Date:
CMS	Best Way	4/18/26

Quantity	Item	Description	Unit Price	Extension
1.00	12448	12448B9 6" SIDEWALK EDGER	12.75	12.75
APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____ VENDOR <u>30</u> GIL# <u>402</u> RECEIVED MAR 23 2026 JOB <u>2083</u> COST CODE <u>01</u> DUE DATE _____ DISC _____				

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	12.75
Sales Tax	0.77
Freigh	
Total Order Amount	13.52
Payment Receive	
TOTAL	\$13.52

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

Red Barn Concrete, Inc.
PO Box 231
Ellerslie, MD 21529

Invoice

Date	Invoice #
4/7/2026	422

Bill To
Carl Belt, Inc. 11521 Milnor Ave Cumberland, MD 21502

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	WE, RED BARN CONCRETE, INC., HEREBY SUBMIT THE FOLLOWING INVOICE:		
	PROJECT: JOB #2083 MARKET STREET BRIDGE		
1.5	CONCRETE -3 YDS - 5000	213.00	319.50T
	Sales Tax	6.00%	19.17
APPROVALS/REVISIONS Critical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____		VENDOR <u>RED</u> GIL# <u>706</u>	
		RECEIVED	
		APR 10 2026	
		JOB <u>2083</u> COST CODE <u>01</u> DUE DATE _____ DISC _____	
Total			\$338.67

SURPLUS CITY INC
2873 E PLEASANT VALLEY BLVD
ALTOONA PA 16601

Invoice

Date	Invoice #
2/25/2026	415954

Bill To
CARL BELT, INC. P.O. BOX 1210 CUMBERLAND, MD 21502

Ship To
CARL BELT, INC. P.O. BOX 1210 CUMBERLAND, MD 21502

P.O. Number	Terms	Due Date	
2083	NET 30 DAYS	3/27/2026	

Quantity	Description	Price Each	Amount
3	UNDERCOATING SPRAY BUYOUT	4.99333	14.98T
1	SPECIALIST PENETRANT 11OZ	7.99	7.99T
1	BLASTER MULTI MAX LUBRICANT	8.09	8.09T

VENDOR SURP GIL# 5020

RECEIVED

FEB 26 2026

JOB 2083 COST CODE OL

DUE DATE _____ DISC _____

APPROVALS/REVISIONS

Clerical Accuracy Check _____

Compared to PO _____

Project Manager Approval _____

remit to:
2873 E Pleasant Valley Blvd
Altoona PA 16601

Sales Tax (6.005%)	\$1.87
Total	\$32.93
BALANCE DUE	\$32.93

Phone #	Fax #	E-mail
814-742-7998	814-742-8205	ngummo@surpluscityinc.com

WALTER N.
MECHANICAL
INDUSTRIAL



YODER & SONS, INC.
ENVIRONMENTAL
ENGINEERING AND CONSTRUCTION

INVOICE

16200 McMullen Hwy, SW • P.O. Box 1337, Cumberland, MD 21501
P: 301.729.0810 • F: 301.729.1517

PAGE 1

BILL 8
TO CARL BELT INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

Performed for: DAVE SNYDER
Location: CUMBERLAND, MD
Invoice Date: 02/23/2026
Purchase Order: 2083
Job/Sub Job: 8323TM 100
SUPPLY FITTINGS FOR

Invoice Number: 21654
Invoice Date: 02/28/2026
Due Date: 03/28/2026
Ticket Number:
Sales Representative: 0

LINE	REFERENCE/ INVOICE NO.	DESCRIPTION	VENDOR	SHIFT	R T	UNITS	UM	RATE	AMOUNT	CLASS	TICKET DATE
1	L/B WATER 4019852		L/b Water Service, Inc		N	21.00		81.86	1,719.13		
		Total Job Cost				21.00			1,719.13		
Total						21.00			1,719.13		

Invoice Desc:
Invoice Comments:

SUPPLY FITTINGS FOR BRIDGE WATER LINE
REPAIR
REQ #01 PO 2083 - BUDGET AMOUNT: \$7.77
BILLED TO DATE THRU THIS INVOICE:
\$1,719.13

1,719.13

APPROVALS/REVISIONS

Clerical Accuracy Check _____
Compared to PO _____
Project Manager Approval _____

VENDOR Yoda GIL# 1002
RECEIVED

MAR - 9 2026
JOB 2083 COST
DUE DATE 01- CODE
DISC

THANK YOU!



L/B Water Service, Inc.
Location: 102 Chambersburg
593 S HIGH STREET
PO BOX 60
SELINGROVE, PA 17870

3262

REMIT TO
L/B Water Service, Inc.

PO BOX 60
SELINGROVE, PA 17870
Phone: 670-374-2355
Fax: 570-374-7045

INVOICE

INVOICE	
4019852	
Invoice Date	Page
02/26/2026	2 of 2
ORDER NUMBER	
2173895	

Quantities				Item ID	Item Description	Price UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM					

MAR 03 2026

SUB-TOTAL: 1,494.90

TAX: 0.00

AMOUNT DUE: 1,494.90

U.S. Dollars

154072

ALL CLAIMS AND RETURNS MUST BE ACCOMPANIED BY A PACKING SLIP

L/B Water Service, Inc.
TERMS AND CONDITIONS OF SALE

Please see full terms and conditions at www.lbh2o.com. These terms and conditions (these "Terms") apply to the purchase and sale of products ("Goods") from L/B Water Service, Inc. (the "Seller") and are subject to change by Seller without prior written notice at any time, at Seller's sole discretion. Any purchases by Purchaser after written notice by Seller of such changes either via its website or other writing will constitute Purchaser's acceptance of and agreement to the Terms.

Invoice \$ 1494.90
159 Mark-up 224.24
TOTAL \$ 1719.14

Customer Approval

Tim Bridge WTR

JOB. NO.	6323 TM 100
GL NO.	405-000
TAXABLE	210MD
	396PA
	490WV
NON-TAX	470VA
	1,494.90

ORIGINAL

12.16.1707 - 11/12/14



L/B Water Service, Inc.
Location: 102 Chambersburg
593 S HIGH STREET
PO BOX 60
SELINGROVE, PA 17870

REMIT TO
L/B Water Service, Inc.

PO BOX 60
SELINGROVE, PA 17870
Phone: 570-374-2355
Fax: 570-374-7045

INVOICE

INVOICE	
4019852	
Invoice Date	Page
02/28/2026	1 of 2
ORDER NUMBER	
2173695	

Bill To: 15708

WALTER N. YODER & SONS, INC.
P. O. BOX 1337
CUMBERLAND, MD 21501

Ship To: 15708

WALTER N. YODER & SONS, INC.
16200 MCMULLEN HIGHWAY SW
CUMBERLAND, MD 21501

Ordered By: Tim Moreland

PO Number		Terms	Net Due Date	Order Date	Pick Ticket #
154072/MARKET STREET BIRDE		Net 30	03/28/2026	02/23/2026	3035714
Order Date	Pick Ticket No	Carrier	Tracking #	Salesrep	Entered By
02/23/2026	3035714	L/B TRUCK		Logan Miller	LOGAN_MILLER
Quantities		Item ID	Price	Unit	Extended
Ordered	Shipped	Remaining	UOM	Price	Price
		Item Description	UOM		

Delivery Instructions: PLEASE CONTACT CHIP #1-301-790-1698 AND HE WILL UNLOAD YOU

1.00	1.00	0.00	EA	P8FXPE6 8IN FLG X PE 6FT0IN LONG DIP PRIME COAT CEMENT LINED	EA	1,054.00	1,054.00
1.00	1.00	0.00	EA	SC8X12MJSLEEVEL 8IN MJ SLEEVE 12IN LONG SSB DI CL350 AWWA C153 C/L LESS ACCESSORIES MJSL08D	EA	205.63	205.63
2.00	2.00	0.00	EA	UFR1400-DA-8-U 8IN WEDGE ACTION RESTRAINT GLAND KIT WITH ACCESSORIES FOR DI PIPE USA	EA	95.53	191.06
1.00	1.00	0.00	EA	8-TORUSEAL 8IN X 1/8IN SBR RUBBER FULL FACED TORUSEAL FLANGE GASKET 350 PSI	EA	21.49	21.49
8.00	8.00	0.00	EA	.75X3.5BOLT 3/4IN X 3-1/2IN PLATED HEX BOLT MADE IN USA (PL5-3/4CX31/2)	EA	2.34	18.72
8.00	8.00	0.00	EA	.75-NUT 3/4IN PLATED HEX NUT MADE IN USA (PL5-3/4C)	EA	0.50	4.00

ORIGINAL

12.16.1707 - 11/12/14

File Attachments for Item:

. Order 28,017 - accepting the sole source proposal from Alfa Laval, Inc. for the rebuild of the centrifuge for the Heat Drying Facility at the Water Reclamation Facility (WRF) in the amount not to exceed \$75,975.81, in accordance with City Code Section 2-171(d) (i), pertaining to the need for standardization or interchangeability of parts for the City's machinery or equipment



- ORDER -

of the

Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 28,017

DATE: May 19, 2026

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

THAT, the sole source proposal from Alfa Laval, Inc., 200 South Park Boulevard, Greenwood, IN 46143 for the rebuild of the centrifuge for the Heat Drying Facility at the Water Reclamation Facility (WRF) in the amount not to exceed Seventy Five Thousand Nine Hundred Seventy Five Dollars and Eighty One Cents (\$75,975.81) be and is hereby approved; and

BE IT FURTHER ORDERED, that this is in accordance with City Code Section 2-171(d) (i), pertaining to the need for standardization or interchangeability of parts for the City's machinery or equipment.

Raymond M. Morriss, Mayor

Budget:
003.315.64000

Council Agenda Summary

Meeting Date: 5/19/2026

Key Staff Contact: Robert Smith, PE

Item Title:

Heat Drying Centrifuge Rebuild-WRF

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

Rebuild of the centrifuge for the Heat Drying Facility at WRF. The centrifuge is used to dewater the sludge during the drying process. The rotating assembly is the part that broke and the facility has a spare which is currently being used. The attached quote is from the original manufacturer who has inspected the assembly to determine the repair needs. The cost from Alfa Laval, Inc. is approx. \$75,975.81 and this work will be charged to the biosolids code.

The project is fully funded through the WRF- Machinery & Equipment Plan.

Amount of Award: \$75,975.81

Budget number: 003.315.64000

Grant, bond, etc. reference: None



Holli Pyles <holli.pyles@cumberlandmd.gov>

Centrifuge Rebuilding - Sole Source Request

3 messages

Robert Smith <robert.smith@cumberlandmd.gov>

Wed, May 13, 2026 at 9:37 AM

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

Cc: Holli Pyles <holli.coleman@cumberlandmd.gov>, Eddie Martin <eddie.martin@cumberlandmd.gov>, Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Jeff - I'm writing to request permission to place a sole source request on the M&CC agenda for Tuesday to rebuild the centrifuge for the Heat Drying Facility at WRF. The centrifuge is used to dewater the sludge during the drying process. The rotating assembly is the part that broke and the facility has a spare which is currently being used. We are requesting to rebuild this part so its ready to use in the future. Without it, we'll be forced to press all of the sludge and send it to the landfill.

The attached quote is from the original manufacturer who has inspected the assembly to determine the repair needs. The cost from Alfa Laval, Inc. is \$76,000 and this work will be charged to the biosolids code. The lead time on repair is 12 weeks.

Please respond with your approval to proceed with repairing this piece of equipment via a sole source purchase. Thanks.


Robert Smith, PE

Dir of Engineering and Utilities

City Of Cumberland

20 Bedford St, Cumberland, MD 21502

T: 301-722-2000 | D: 301-759-6601 | M: 301-268-1180

robert.smith@cumberlandmd.gov | www.cumberlandmd.gov


5035554 NEFCO-Synagro-City of Cumberland G2-95 RA Formal Quote.pdf
1243K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, May 13, 2026 at 9:39 AM

Reply-To: jeff.silka@cumberlandmd.gov

To: Robert Smith <robert.smith@cumberlandmd.gov>

Cc: Holli Pyles <holli.coleman@cumberlandmd.gov>, Eddie Martin <eddie.martin@cumberlandmd.gov>, Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Approved


Jeffrey F. Silka, ICMA-CM

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

City of Cumberland

[Quoted text hidden]

Robert Smith <robert.smith@cumberlandmd.gov>

Wed, May 13, 2026 at 10:11 AM

To: Holli Pyles <holli.coleman@cumberlandmd.gov>

Cc: Eddie Martin <eddie.martin@cumberlandmd.gov>, Vince Mckenzie <vince.mckenzie@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Holli - Please attach Jeff's email to the M&CC agenda item packet. The charge code should be 003.315.64000 unless Mark says differently. Thanks.



Robert Smith, PE

Dir of Engineering and Utilities

City Of Cumberland

20 Bedford St, Cumberland, MD 21502

T: 301-722-2000 | D: 301-759-6601 | M: 301-268-1180

robert.smith@cumberlandmd.gov | www.cumberlandmd.gov



[Quoted text hidden]

April 11, 2026



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/dzYōŜNŭl·yŔΣ а 5 нмрлн

Quote # 503pppp
Serial # рлнпспо

Alfa Laval, Inc.
Greenwood Service Center
200 South Park Boulevard
Greenwood, IN 46143
www.alfalaval.com

Subject: Disassembly, inspection and repair of an Alfa Laval ДНПФ Rotating Assembly

Dear {Kl·øY·

Thank you for the opportunity to provide services for the assessment and possible repair of a ДНПФ Rotating Assembly under Serial Number # рлнпспо

During the assessment phase the rotating assembly was disassembled, cleaned and inspected (DCI) to determine its present condition and to provide a condition report for your review and approval. The assessment included cleaning, visual and dimensional inspections and non-destructive testing where warranted. This quotation was based on current OEM standards and specifications. The findings and recommendations are as follows:

This proposal is subject to the terms and conditions set forth in the Alfa Laval Standard Terms and Conditions of Sale.



Wednesday, April 15, 2026

DECANTER CENTRIFUGE SERVICE REPORT

CUSTOMER

NEFCO/SYNAGRO

CUSTOMER PO

5035554

DATE RECEIVED

04/15/2026

ORDER NUMBER

NSA-260413-145317

MODEL NUMBER

G2-95 RA

SERIAL NUMBER

5024643

JOB SCOPE

D.C.I.: Disassembly, Cleaning and Inspection of Decanter Centrifuge Rotating Assembly

PIC | EQUIPMENT CHECK IN



PIC | EQUIPMENT CHECK IN



CRATE DAMAGED ON ARRIVAL

No

EQUIPMENT SECURED IN CRATE

Yes

RECEIVING REPORT COMPLETED

Yes

DECONTAMINATION FORM RECEIVED

Yes



EQUIPMENT ARRIVAL TYPE

ADVANCED NOTICE

**PIC | DISASSEMBLY /
INSPECTION 1**



**COMMENTS |
DISASSEMBLY /
INSPECTION 1**

Gearbox in vice
oil low

**PIC | DISASSEMBLY /
INSPECTION 2**



**COMMENTS |
DISASSEMBLY /
INSPECTION 2**

Oil clean no
metal particles

**PIC | DISASSEMBLY /
INSPECTION 3**



**COMMENTS |
DISASSEMBLY /
INSPECTION 3**

Seal housing rub
wear

**PIC | DISASSEMBLY /
INSPECTION 4**



**COMMENTS |
DISASSEMBLY /
INSPECTION 4**

Bracket rub
wear. Measures
in spec

**PIC | DISASSEMBLY /
INSPECTION 5**



**COMMENTS |
DISASSEMBLY /
INSPECTION 5**

Polished shafts

**PIC | DISASSEMBLY /
INSPECTION 6**



**COMMENTS |
DISASSEMBLY /
INSPECTION 6**

2 chipped wear
saddles
(replace)

ok @ TT

**PIC | DISASSEMBLY /
INSPECTION 7**



**COMMENTS |
DISASSEMBLY /
INSPECTION 7**

Heavy pitting on
flange w/gutter
(replace w/ss)

**PIC | DISASSEMBLY /
INSPECTION 8**



**COMMENTS |
DISASSEMBLY /
INSPECTION 8**

Heavy pitting on
sm end guard
(replace w/ss)

**PIC | DISASSEMBLY /
INSPECTION 9**



**COMMENTS |
DISASSEMBLY /
INSPECTION 9**

Rub damage on
thrust ring
(replace)

**PIC | DISASSEMBLY /
INSPECTION 10**



**COMMENTS |
DISASSEMBLY /
INSPECTION 10**

Erosion on sm
end of conical

**PIC | DISASSEMBLY /
INSPECTION 11**



**COMMENTS |
DISASSEMBLY /
INSPECTION 11**

Restore sm end
snout and seal
surfaces on
Conv

**PIC | DISASSEMBLY /
INSPECTION 12**



**COMMENTS |
DISASSEMBLY /
INSPECTION 12**

Re-glue feed
zone liners

**PIC | DISASSEMBLY /
INSPECTION 13**



**COMMENTS |
DISASSEMBLY /
INSPECTION 13**

Large area of
Chesterton coat
missing

**PIC | DISASSEMBLY /
INSPECTION 14**



**COMMENTS |
DISASSEMBLY /
INSPECTION 14**

Erosion starting
near feed zone
liners

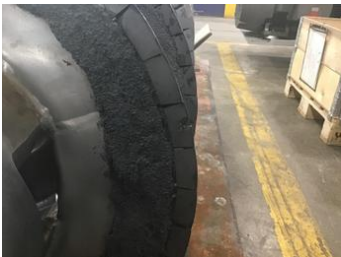
**PIC | DISASSEMBLY /
INSPECTION 15**



**COMMENTS |
DISASSEMBLY /
INSPECTION 15**

Bent flight
window near
feed zone

**PIC | DISASSEMBLY /
INSPECTION 16**



**COMMENTS |
DISASSEMBLY /
INSPECTION 16**

5 known
damaged tiles

**PIC | DISASSEMBLY /
INSPECTION 17**



**COMMENTS |
DISASSEMBLY /
INSPECTION 17**

Erosion on back
of tiles

**PIC | DISASSEMBLY /
INSPECTION 18**



**COMMENTS |
DISASSEMBLY /
INSPECTION 18**

Unknown tiles
condition

**PIC | DISASSEMBLY /
INSPECTION 19**



**COMMENTS |
DISASSEMBLY /
INSPECTION 19**

Conv serial
number

**PIC | DISASSEMBLY /
INSPECTION 20**



**COMMENTS |
DISASSEMBLY /
INSPECTION 20**

Large end flight
bent

**PIC | DISASSEMBLY /
INSPECTION 21**



**COMMENTS |
DISASSEMBLY /
INSPECTION 21**

No gussets

**PIC | DISASSEMBLY /
INSPECTION 22**



**COMMENTS |
DISASSEMBLY /
INSPECTION 22**

Questionable
welds

**PIC | DISASSEMBLY /
INSPECTION 23**



**COMMENTS |
DISASSEMBLY /
INSPECTION 23**

Questionable
welds

**PIC | DISASSEMBLY /
INSPECTION 24**



**COMMENTS |
DISASSEMBLY /
INSPECTION 24**

Erosion on hub
lugs

**PIC | DISASSEMBLY /
INSPECTION 25**



**COMMENTS | DISASSEMBLY /
INSPECTION 25**

Wear liner damaged on
disassembly



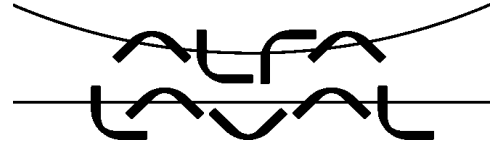
5035554 NEFCO-Synagro G2-95 RA Productification SN 5024643

G2-95 R/A Productification 2026		
DCI/ Standard Repair	Part Number	QTY
Standard Repair DCI Rotating Assembly (including Pillow Blocks)	0	0
Major kit for Main Bearings	6124294830	1
Major kit for Conveyor Bearings	6124131030	1
Remove/Install Wear Bushings	0	0
Additional DCI time for Chesterton coating removal	0	0
Main Bearing Grease	6120367150	10
Conveyor Bearing Grease	6120367158	10
Assembly Labor Hours	0	0
Balance Conveyor	0	0
Balance Rotating Assembly	0	0
Test Run Rotating Assembly	0	0
Paint P/B, Gear Box, Flange & Pulley	0	0
Prep for Shipment	0	0
Supply Shipping Skid	0	0
Standard Repair Options	Part Number	QTY
Re-glue feed zone wear liners in conveyor	0	0
Weld-repair erosion in conveyor feed zone	0	0
Bend last flight on large end of conveyor back to print and install gussets	0	0
Manufacture 2 gussets needed for large end of conveyor	0	0
Conveyor (61241338): Restore 110mm bearing diameter and sealing surfaces	0	0
Replace Tile Assemblies	6124004582	55
Re-apply Chesterton coating to conveyor flights	0	0
Sandblast Conveyor	0	0
Tungstan coat small end of conical	0	0
Weld-repair erosion on lugs of small hub	0	0
Replacement Parts	Part Number	QTY
Thrust Ring	6124128901	1
Screw	6119406911	18
Circlip	7177400	1
Circlip	6119445255	1
Wear Saddle	6123394103	2
Screw	6119406924	1
Screw	6119406860	8
Screw	6119408252	4
Screw	22158124	2
Flange with Gutter	6123148201	1
Nipple	6123304503	4
Screw	22172102	10
Screw	22171107	8
Screw	22173109	10
Screw	6119405111	8
Cover	6123148106	1
Pin	6123332901	4
Cap	6123332801	4
Wear Liner	6123857902	1
1/4" X 4" X 8" Stainless Steel for gussets	8896K171	0
Chesterton ARC BX2	0	0

5035554 NEFCO/Synagro 12.0 DD SN 0950G07

12kNm D/D Productification (Part # 61241281-80) 2026		
DCI / Repair	Part Number	QTY
Gear Box Standard Repair DCI (dimensional)	0	0
Repair seal housing (61245857) rub wear	0	0
Assemble Gear Box	0	0
REPAIR KIT 12.0kNm GEARBOX	99157216	1
Paint Gearbox	0	0
Replacement Parts	Part Number	QTY

Quotation

**Customer**

Cumberland, City of
400 E Offut St

Cumberland, MD 21502-4759
UNITED STATES

Delivery address

Cumberland, City of
Attn:

400 E Offut St
Cumberland, MD 21502 4759
UNITED STATES

Page:

1(4)

Your reference

Invoice address	Your reference	Quote no	Version
Cumberland, City of Attn: Accounts Payable 400 E Offut St Cumberland, MD 21502 4759 UNITED STATES		O-260415-00743	3
	Date of request 04/15/2026	Your VAT reg no	Goodsmark
Our reference	Customer request no Pending	Delivery contact	

Contact person	Our reference	Date	Expiry date
Chuck Shaw	Samuel Casey	04/24/2026	04/24/2026
Delivery method Internal Transport		Payment terms Net 30 Days	
Delivery terms (Incoterms 2020*) FCA - Free Carrier (supplier's site) FCA seller facility (seller's option)		Cust no E78171	

Delivery dates are best estimates. Where zero days are quoted, items are available ex-stock subject to prior sale.

Assignm. No 2

Ln	Description	Cust Pos/Item	Lead time	Quantity	Net price	Amount
3	L Invoice Service/Labour			168.00 AMT		
4	CONSUMABLE Consumable material			1.00 AMT		
5	99157216 REPAIR KIT 12.0kNm GEARBOX			1.00 PCE		
6	6124585702 SEAL HOUSING			1.00 PCE		

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL.
The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request.
The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority.
Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price.
If the cost of raw materials, supplies and/or transport significantly increases, through no fault of AL, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in such costs.
Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

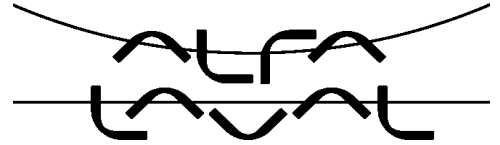
Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
200 South Park Blvd
Greenwood, IN 46143
United States

Contact
Tel.: (317) 889-5100
Fax: (317) 889-5110
customerservice.usa@alfalaval.com
www.alfalaval.com

Quotation

**Customer**

Cumberland, City of

Cust no

E78171

Your reference**Customer request no**

Pending

Quote no

O-260415-00743

Version

3

Date

04/24/2026

Page:

2(4)

Assignm. No 2

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
7	6124294830 MAJOR KIT-MAIN.NBR,NX5152				1.00 PCE		
The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus, nor for use in the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of EU 765/2006; and ensure that the purpose of these is not frustrated by any third parties, including end-users and resellers.							
8	6124131030 MAJOR KIT				1.00 PCE		
The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus, nor for use in the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of EU 765/2006; and ensure that the purpose of these is not frustrated by any third parties, including end-users and resellers.							
9	6120367150 GREASE 0,4KG				10.00 PCE		
10	6120367158 GREASE 0,4 KG				10.00 PCE		
11	6124004582 TILE, SMALL				55.00 PCE		
12	6124128901 THRUST RING				1.00 PCE		
13	6119406911 SCREW				18.00 PCE		
14	7177400 SNAP RING				1.00 PCE		
15	6119445255 RING				1.00 PCE		
16	6123394103 WEAR LINER				2.00 PCE		

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
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Local sales office
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200 South Park Blvd
Greenwood, IN 46143
United States

Contact
Tel.: (317) 889-5100
Fax: (317) 889-5110
customerservice.usa@alfalaval.com
www.alfalaval.com

Quotation

**Customer**

Cumberland, City of

Cust no

E78171

Your reference**Customer request no**

Pending

Quote no

O-260415-00743

Version

3

Date

04/24/2026

Page:

3(4)

Assignm. No 2

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
17	6119406924 SCREW				1.00 PCE		
18	6119406860 SCREW				8.00 PCE		
19	6119408252 SCREW				4.00 PCE		
20	22158124 SCREW				2.00 PCE		
21	6123148201 FLANGE WITH GUTTER				1.00 PCE		
22	6123304503 LUBRICAT.NIPPLE M10X1 Ø6.5 SS				4.00 PCE		
23	22172102 SCREW				10.00 PCE		
24	22171107 SCREW				8.00 PCE		
25	22173109 SCREW				10.00 PCE		
26	6119405111 SCREW				8.00 PCE		
27	6123148106 GUARD				1.00 PCE		
28	6123332901 EXPANDING DOWEL PIN				4.00 PCE		
29	6123332801 CAP				4.00 PCE		

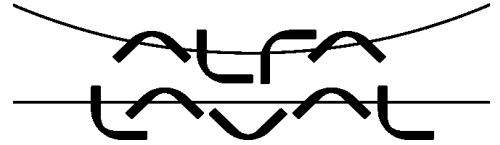
Alfa Laval Inc.
5400 Int. Trade Drive
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Fed. I.D. No.: 13-1681631

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P.O. BOX 200081
Pittsburgh, PA 15251-0081

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Tel.: (317) 889-5100
Fax: (317) 889-5110
customerservice.usa@alfalaval.com
www.alfalaval.com

Quotation

**Customer**

Cumberland, City of

Cust no

E78171

Your reference**Customer request no**

Pending

Quote no

O-260415-00743

Version

3

Date

04/24/2026

Page:

4(4)

Assigmn. No 2

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
30	6123857902 WEAR LINER				1.00 PCE		
31	D/7205 Diameter Repairs/Tungsten				1.00 PCE		
32	D/7205 Paint				1.00 PCE		
33	D/7205 Sandblast Conveyor				1.00 PCE		
34	D/7205 Gusset Material				1.00 PCE		
35	CONSUMBOX Consumable packaging matP3S-F				1.00 AMT		

12 week estimated turnaround after receipt of Purchase Order, due to parts availability.

Item value 75,975.81**Order total USD**
75,975.81

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
200 South Park Blvd
Greenwood, IN 46143
United States

Contact
Tel.: (317) 889-5100
Fax: (317) 889-5110
customerservice.usa@alfalaval.com
www.alfalaval.com



{Kl·øY . N2øYlyE
b9C / hκ{èYl·E N2κ / λüè 2F / dzYôŜNFI·yŘ
Quote # 503pppp
Serial #: рлнпспo

AUTHORIZATION TO REPAIR

Validity: 30 DAYS

Payment Terms: NET 30 DAYS

Warranty: 90 DAYS

Please execute the work authorization below and return to the undersigned. A hard copy of the purchase order will be required for review and acceptance of this order.

On occasion, more extensive damage is revealed during the course of the repair, in which case you will be contacted and advised of the possible impact to delivery and pricing.

WORK AUTHORIZATION:

Signing below is an authorization to proceed with the work described in the accompanying quotation and acceptance of Alfa Laval's terms and conditions, enclosed.

Authorized Signature: _____

Date: _____

Purchase order or Work order #: _____

Fax or E-mail to the attention of:

Greenwood Service Center: Nathan Sanders - nathan.sanders@alfalaval.com



TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.

5. **CREDIT AND PAYMENT:** Payment terms are thirty (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable



for delay of performance or nonperformance of contract in whole or in part subsequent to such event. We shall have the right to deduct from or set off against sums due you any sums due and owing to us from you under any other order or contract between us.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs



or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT OR SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively your property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against



us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicenseable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

File Attachments for Item:

. Order 28,018 - accepting the proposal from Perfect Reflections for the cleaning and maintenance of the Downtown Development Commission footprint to include sidewalk cleaning, trash removal, weed control and snow/ice removal in the not to exceed amount of \$41,184



- ORDER -

of the

**Mayor and City Council of Cumberland
MARYLAND**

ORDER NO. 28,018

DATE: May 19, 2026

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

THAT, the proposal from Perfect Reflections, 10035 Shortest Day Road NW, Cumberland, MD 21502 for cleaning and maintenance of the Downtown Development Commission footprint, to include sidewalk cleaning, trash removal, weed control and snow/ice removal in the amount not to exceed Forty One Thousand One Hundred Eighty Four Dollars and No Cents (\$41,184.00) be and is hereby approved.

Raymond M. Morriss, Mayor



Proposal

Perfect Reflections

Window Cleaning, Pressure Washing & Janitorial Services

DATE: NOVEMBER 12, 2025

10035 Shortest Day Rd NW, Cumberland, MD 21502

240-285-6831

quentinderry@outlook.com

TO The Cumberland Downtown
Development Commission (DDC)

Executive Summary

For this proposal, Perfect Reflections will provide comprehensive pedestrian area maintenance services for the designated downtown district. Our scope includes sidewalk cleaning, stain removal, weed control, trash collection, and snow removal. At this time, we will decline to bid on the stage and event services component.

Proposed Services and Anticipated Outcomes

Overview of Services

1. Sidewalk Cleaning & Washing
Routine scrubbing with brushes and surface appropriate cleaning solutions will be used to remove dirt, stains, and debris on brick surfaces. Pressure washing will be used on asphalt or concrete surfaces to clean and remove dirt buildup.
2. Trash and debris removal
Emptying of trash receptacles twice weekly, monitoring of receptacles to be sure there is no overflow, removal of litter, waste, and debris from streets, sidewalks, and parklets
3. Weed Control
Regular removal of weeds growing along sidewalks, curbs, and cracks using weed eaters or manual tools. Grass cutting in triangle area in front of Cartridges Galore.
4. Snow Removal
Timely clearing of snow from sidewalks during the winter months using shovels, snow blowers, and small tractor.
5. Support for local vendors and businesses
Addressing emergency needs as they arise, such as broken glass or vandalism

Anticipated Outcomes

Enhanced curb appeal that is visibly cleaner and more welcoming

Improved public safety through proactive, routine maintenance

Positive community impact that encourages foot traffic and business activity

Reliable service delivery through consistent performance

Perfect Reflections is a local business, rooted in Cumberland Maryland, and we take pride in beautifying our local area, especially the recently redeveloped Baltimore Street area. We have over 10 years in janitorial maintenance experience and have established relationships with many local citizens and businesses. We view growth in our community as vital to the future of Western Maryland and take seriously any role we have in the upkeep and cleanliness of our region.

Company Profile

Perfect Reflections was established in 2015 as a sole proprietorship owned by Evertio "Quentin" Derry. The business address is 10035 Shortest Day Rd NW Cumberland MD 21502. The owner may be reached by phone at 240-285-6831 or by email at quentinderry@outlook.com.

Perfect Reflections became a single member owned LLC in 2021. We service Garrett and Allegany counties in Maryland. Besides the owner, the business employs a team of 4 part time employees and 3-4 contracted workers.

Established to meet the growing need for reliable, detail-oriented property maintenance services, Perfect Reflections specializes in a full range of janitorial services. Our business is built on three principles: quality workmanship, reliability, and integrity. Over the years, we have earned a strong reputation with local businesses and residents by delivering clean, professional results - on schedule and with clear communication.

All staff members are trained in safety procedures, public interaction, and best practices to ensure quality and professional results. Our team is dedicated to maintaining a clean, safe, welcoming environment for residents, visitors, and local businesses. We understand the DDC's need for professionalism and consistency and are committed to perform all work with the highest standards of quality and accountability. We will approach this project with emphasis on efficient scheduling, thorough cleaning methods, and clear communication with DDC and city staff to ensure all needs are met effectively and in a timely manner.

As a small business rooted in Cumberland, Perfect Reflections is committed to supporting local revitalization efforts and maintaining a welcoming downtown environment. We take pride in helping maintain spaces that the community enjoy and view it as a privilege to have a part in keeping our community clean.

By choosing Perfect Reflections to partner with the DDC, the downtown historic district of Cumberland, Maryland will gain a dependable, trustworthy partner who values the city's image as much as its residents do.

Relevant Experience

Perfect Reflections has extensive experience maintaining high-traffic pedestrian areas, storefronts, and public walkways. Present and past experience includes:

Allegany County Library System, 2016- present

Providing general janitorial and maintenance services, including snow removal for sidewalk areas for all county libraries and any necessary repairs to public and pedestrian areas.

The Rosenbaum, 2025 to present

Provide general cleaning services for lobby area of hotel and public restrooms

Veterans Administration Outpatient Clinic, 2025 to present

Provide extensive cleaning services for high traffic medical office

Frostburg Main St 2015 to present

Worked for various businesses along Frostburg, MD Main Street to clean windows and provide an inviting storefront

Frostburg Plaza, 2016-2024

Duties included trash removal services, picking up of litter and waste in the plaza walkways and parking lot, cleaning of windows, leaf blowing and removal, pressure washing store fronts and sidewalks, checking vacant stores for problems or necessary repairs

Paragon Inc, 2019

Duties included pressure washing large concrete areas of a newly constructed Google data center in Sterling, VA with roughly 100k square feet of surface

Western Maryland Scenic Railroad, 2016-2018

Provided general cleaning services for scenic train cars that were heavily used by the local community and tourists

Project Approach and Methodology

General Approach

Perfect Reflections will approach this contract with a focus on consistency, efficiency, and communication. Our team understands that the appearance and safety of downtown Cumberland's historic district are a high priority and vital to the growth and future development of our city. We will implement a structured maintenance program that is designed to keep all assigned areas clean, safe, and attractive throughout the year.

Our project approach combines scheduled maintenance, proactive problem-solving, and responsive service to ensure all expectations of the DDC are met and/or exceeded.

Work Planning and Scheduling

- Services will be provided on a set, minimum schedule of 20 hours per week with flexibility to provide up to 30 hours of service.
- The schedule will remain flexible with priority given to cleanup for special events, weather events requiring snow removal during the winter season, and any emergencies or high priority items that may arise. Remaining hours will be used for regular, daily and weekly maintenance items.

Communication and Reporting

- Quentin Derry, owner of Perfect Reflections, will serve as the primary contact for the DDC to ensure, clear consistent communication.
- Crews will maintain daily service logs summarizing completed tasks, conditions observed, and any special concerns or items that were addressed
- Any maintenance issues identified outside of routine service will be communicated immediately for timely resolution.

Quality Control and Supervision

- Supervision of all maintenance items will be performed on a regular, weekly basis by the owner or a designated lead
- All tasks will be tracked using checklists to verify completion and quality
- Feedback from the DDC will be used to adjust methods, improve scheduling, and maintain accountability

Staffing and Safety

- Adherence to OSHA and local safety regulation will be followed at all times, with a safety first approach to all tasks
- Use of PPE and high visibility clothing will be required at all times
- Safety concerns will be immediately conveyed to the Perfect Reflections owner, or designated team lead so that the concerns can be addressed and preventative measures can be incorporated right away

Equipment and Materials

- DDC provided equipment that is stored at the George St parking garage will be used for required tasks. DDC will also provide any required ice melt, trash bags, etc.
- Maintenance, refueling, repair, and required insurances of DDC owned equipment are the sole responsibility of the DDC
- Maintenance, repair, and required insurances of equipment owned by Perfect Reflections is the sole responsibility of Perfect Reflections.

Methodology for Key Tasks

- Sidewalk Cleaning: Power washing of concrete and asphalt areas will be performed as needed. Cleaning of bricks will be performed using brushes and other tools to remove dirt, gum, and debris.
- Weed control: Weed eaters may be used for large areas of weeds. Weeds growing between cracks, bricks, and curbs will be manually removed using tools as needed
- Trash collection: Daily removal of litter from sidewalks, planters, and around trash receptacles. Twice weekly removal of trash from cans.
- Snow removal: Snow removal from sidewalks will be done using shovels, snow blowers, and/or the small tractor stored at the DDC. Utmost care will be used so as to not damage any surfaces, especially brick surfaces.

Key Personnel

Perfect Reflections operates with a streamlined and efficient management structure that ensures all communication and decision-making remain local and responsive. Oversight and quality control is handled directly by the owner, ensuring accountability and consistency across all operations.

Perfect Reflections Staff

The following staff members will have a key role in the DDC Maintenance position:

- **Evertio “Quentin” Derry, owner of Perfect Reflections and supervisor of DDC Maintenance position**
Responsible for contract oversight and point of contact for DDC. As a hands on owner, Quentin will be actively involved in operations to ensure all tasks meet DDC standards. Completed OSHA 10 certification. Over 10 years experience in various cleaning projects of a specialized nature, including high pedestrian areas such a plazas, medical offices, and libraries. Will be responsible for regular communication with the DDC.
- **Garrett Callahan, maintenance technician**
Responsible for daily and weekly tasks and reporting checklists and daily summary list to owner in a timely manner. Required to report any items of special concern or safety immediately. He has been our main employee tasked with the temporary DDC maintenance position since October 2025. Reports to owner on a daily basis.
- **Kristen Derry, team lead**
Responsible for maintaining checklists and summary lists and actively checking them to be sure of completion. May also be used for quality control checks and inspections as needed. Required to maintain weekly schedule and report any scheduling concerns to owner immediately. Experience includes managing and scheduling a team of up to 15 people and currently does quality control checks and checklists for current contracts. Reports to owner on a daily basis.

Staffing Plan

The DDC Maintenance position will be primarily performed by the Perfect Reflections staff listed above with adjustments or additions made as scheduling requires. We expect a work schedule of 20-30 hours per week, adjusted per employee based on DDC needs and seasonally adjusted to accommodate weather events, special events, or emergencies. Staff will be available for additional hours as needed.

Sample Projects

1. Perfect Reflections is currently under contract with the Allegany County Library System for maintenance work at each of the 6 library branches. Such maintenance work includes snow removal from sidewalk areas.

We use a team of three people to remove snow using snow blowers and shovels as needed through the winter season. This has enabled us to gain the experience necessary for snow removal for high pedestrian city and town environments. We have been performing these services for 5 years and have learned over this time span of the necessary adjustments needed to keep sidewalks clean during the winter season. We continue to make adjustments due to the varied nature of winter weather in our region.

2. Perfect Reflections was responsible for the upkeep of pedestrian and traffic areas of the Frostburg Plaza from approximately 2016-2024. This is a high traffic shopping plaza that includes storefronts, sidewalks, and parking for a large amount of vehicles.

Responsibilities included:

- weekly trash collection of litter and debris from the sidewalk areas, parking lot, and rear area of the plaza
- leaf blowing and sweeping of sidewalks to keep areas clean
- regularly checked the plaza for damage, issues, or concerns that needed to be reported to the holding company located outside Philadelphia, PA
- pressure washing annually of sidewalk and brick storefronts
- window cleaning of exterior store fronts
- general repairs and maintenance that needed performed
- on call for any emergencies that would arise needing immediate attention

This similar work project has prepared Perfect Reflections for clean up and maintenance required for the DDC Maintenance position. We have first hand knowledge and experience dealing with high pedestrian areas and of the need for daily attention to keep areas clean and safe. This has enabled us to train and prepare staff for the needs and requirements of high pedestrian city environments.

Client References

1. Lisa Mckenney, Director, Allegany County Library System
Phone: 301-777-1200 x1007
Email: lmckenney@alleganycountylibrary.info

Description of services provided: General cleaning and maintenance of the six Allegany County Library System branches.

2. Christopher Hendershot, CG Enterprises LLC
Phone: 301-876-1022
Email: chris@cgenterprisesllc.com

Description of services provided: General cleaning of the hotel lobby and bathrooms at the Rosenbaum on Baltimore Street.

3. Shannon Whisenand, Hamilton Relay
Phone: 225-291-4500
Email: Shannon.Whisenand@hamiltonrelay.com

Description of services provided: General cleaning of the Hamilton Relay call center in Frostburg Maryland

Timeline and Deliverables

Project Start-Up

Upon contract award, Perfect Reflections will initiate services promptly according to the DDC's requested start date.

Initial Start-Up Deliverables (within first two weeks):

- Coordination meeting with DDC to confirm service areas and priorities
- Review of communication protocols and reporting expectations
- Inspection of service areas to establish baseline conditions
- Finalization of weekly maintenance schedule

Ongoing Service Schedule

Services will be performed on a recurring weekly basis, up to 30 hours per week, or more as mutually agreed upon between Perfect Reflections and the DDC. Expected services by season found below:

Season	Primary Activities	Frequency	Goal
Spring (March-May)	Power washing, stain removal, weed control, trash collection	Weekly + as needed	Deep cleaning from winter dirt buildup in preparation for tourism season
Summer (June-August)	Routine sweeping, trash pickup, spot washing, weed control, lawn maintenance	Weekly + as needed	Maintain cleanliness during peak foot traffic
Fall (September-November)	Leaf and debris removal, sidewalk washing, weed control and cleanup	Weekly + as needed	Increased debris control from fall foliage
Winter (December-February)	Snow and ice removal, trash pickup, limited washing	Weekly + as needed	Maintain safe pedestrian passage during winter months

Cost Breakdown

Overview

Perfect Reflections proposes to perform all services outlined in this RFP (excluding stage setup and event support) for the DDC on a fixed hourly basis, inclusive of labor, supervision, and overhead costs. Pricing reflects the level of service quality, responsiveness, and consistency required to maintain the city's historic downtown environment year-round.

Cost Summary

Description	Estimated hours/Week	Hourly Rate	Weekly Total	Annual Total (52 Weeks)
Routine sidewalk cleaning, trash removal, weed control	24*	\$33	\$990 \$792	\$51480 41,184
Snow and ice removal*	Variable	\$33	\$TBD	\$TBD
Total Estimated Annual/Monthly Cost				\$41184 annually/\$3432 monthly (not including extra snow removal hours or routine hours requested by DDC)

Notes:

*Routine Maintenance: The proposed flat rate includes all standard downtown maintenance activities such as sidewalk sweeping, trash collection, weed removal, and general upkeep for up to 24 hours per week.

*Additional Services: Any hours requested by the DDC that exceed 24 hours per week will be billed at \$33 per hour.

*Snow and Ice Removal: Snow removal will be billed at \$33 per hour. If snow removal occurs within the allotted 30 weekly hours, it will be included in the flat rate. Any hours exceeding the 24-hour base will be billed at the snow rate.

Consumable Reimbursements: Costs for consumable materials (e.g., fuel, trash bags, cleaning supplies) will be invoiced monthly with itemized receipts.

Payment Terms:

A flat monthly rate of \$3432 will be billed for standard services. Invoices will be submitted on a monthly basis, itemized by service category and hours performed, and are due within 30 days of the invoice date. This rate includes business insurance coverage for Perfect Reflections, staff wages, payroll taxes, and transportation required to perform the contracted work.

Signature Page

Proposing Company:
Perfect Reflections

Authorized Representative(s):
Evertio L. "Quentin" Derry,

Title:
Owner

Signature:

Date: 11/21/25

client - 4H
The service provider listed below hereby accepts this proposal as submitted:

Organization:

Company: *Downtown Development Commission - Cumberland MD*

Authorized Representative(s):

Title:

Signature:

Date:

Contract Term:

Contract Start Date:

Contract End Date: 06/30/2026

This contract may be extended or renewed upon mutual agreement by proposing company and service provider.

File Attachments for Item:

. Order 28,019 - approving Outdoor Dining Leases with Will's Hotel and Lilly's Books and Cafe for the use of the public right of way immediately in front of and adjacent to each property for outside case dining for the term May 15, 2026 through October 31, 2026



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

ORDER NO. 28,019

DATE: May 19, 2026

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

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

- Lilly Books and Café
- Wills Hotel

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining and/or outdoor seating for a term effective May 15, 2026 through October 31, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this ____ day of _____, 2026, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **LILLY BOOKS AND CAFÉ** ("Lessee").

WHEREAS, Lessee operates a restaurant at 127 Baltimore Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 6 feet 6 inches and length of 26 feet 6 inches, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

2. **Term.** The term of this lease shall commence on May 15, 2026, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Lessee:
Larry Jackson
Lilly Books and Café
127 Baltimore Street
Cumberland MD 21502

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

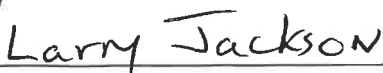
Allison Layton,
City Clerk

By: _____
Raymond M. Morriss, Mayor

Witness

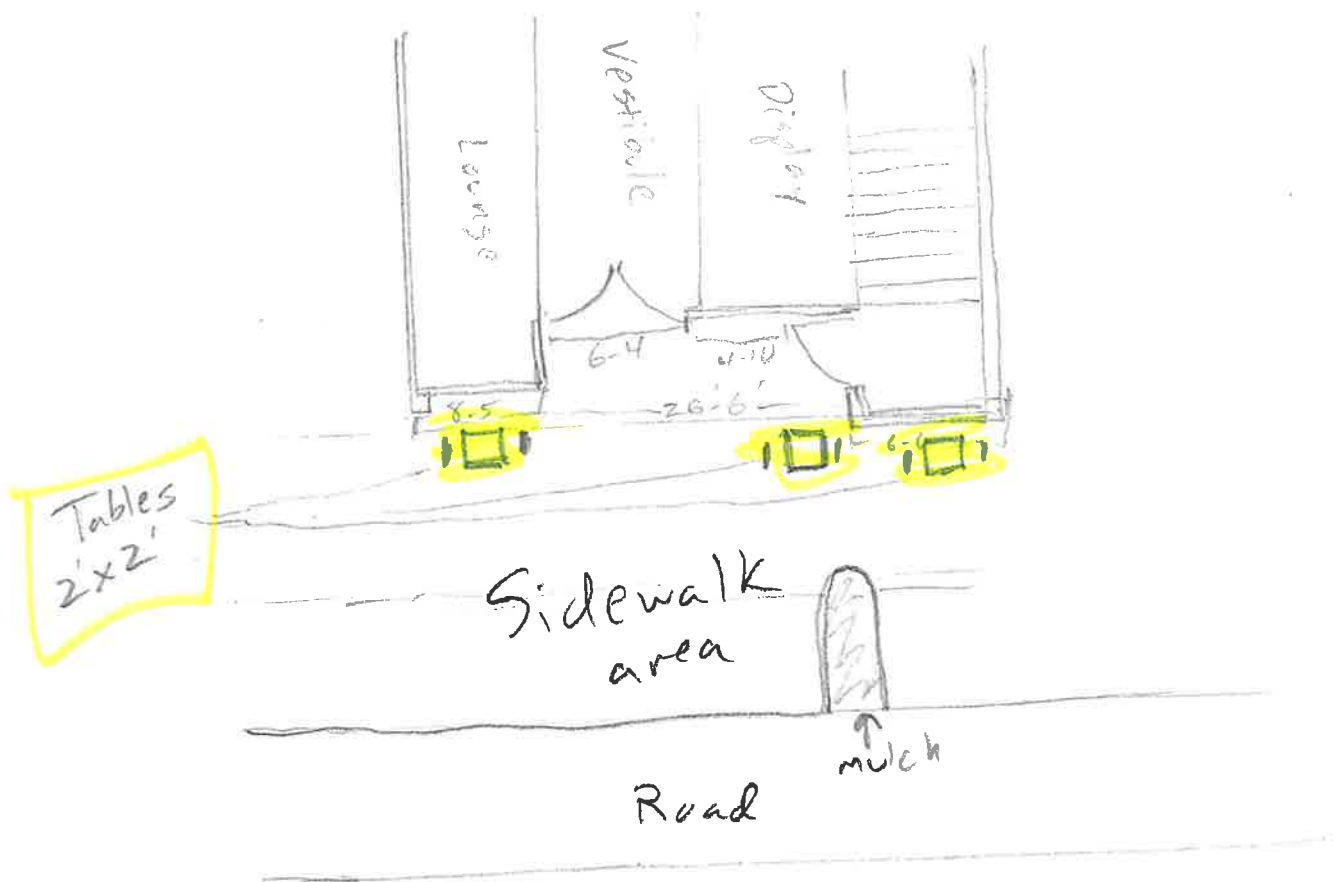
Lilly Books and Cafe

 _____ (Seal)
Larry Jackson Signature

 _____
Printed Name

Lily Bucks - Table

Plan for Outdoor Seating
Batt St.



OUTDOOR DINING LEASE AGREEMENT

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

WHEREAS, Lessee operates a restaurant at 69 Baltimore Street, Cumberland, MD 21502;

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

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

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

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

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 10+/- feet and length of 40+/- feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

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

2. **Term**. The term of this lease shall commence on May 15, 2026, and shall terminate on October 31, 2026, unless sooner terminated as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City:

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

To Lessee:

Dan Weaver
Wills Hotel, LLC
387 Medina Road, Suite 400
Medina, OH 44256

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

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

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

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

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

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

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

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

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

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

Allison Layton, City Clerk

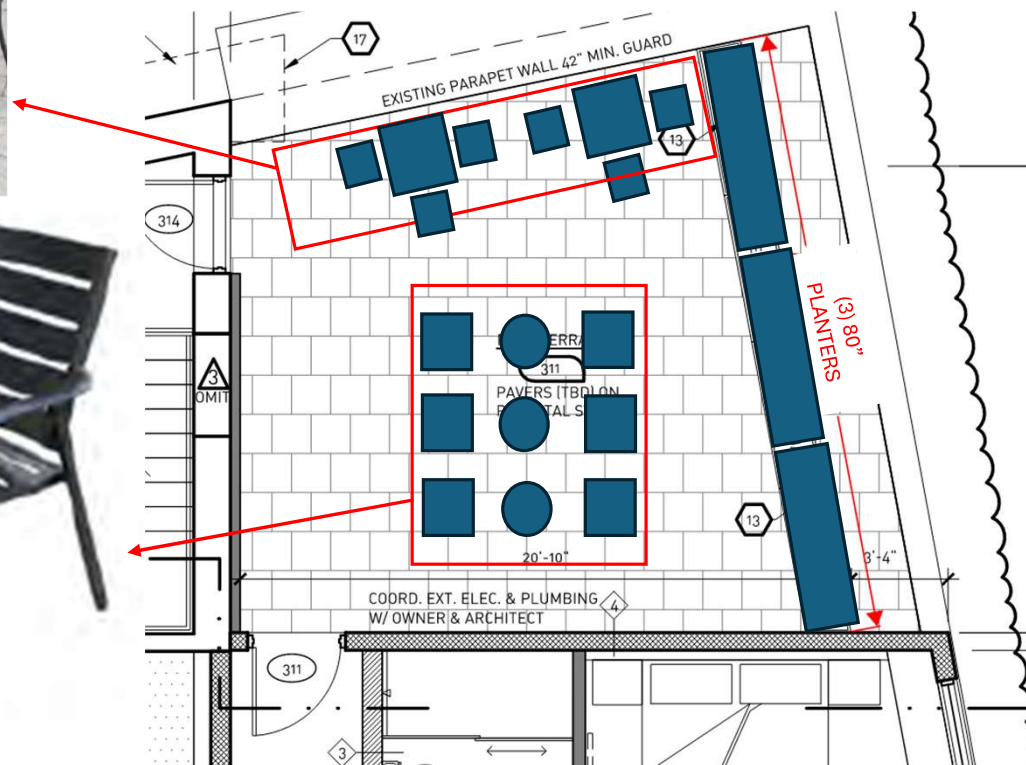
WILLS HOTEL, LLC

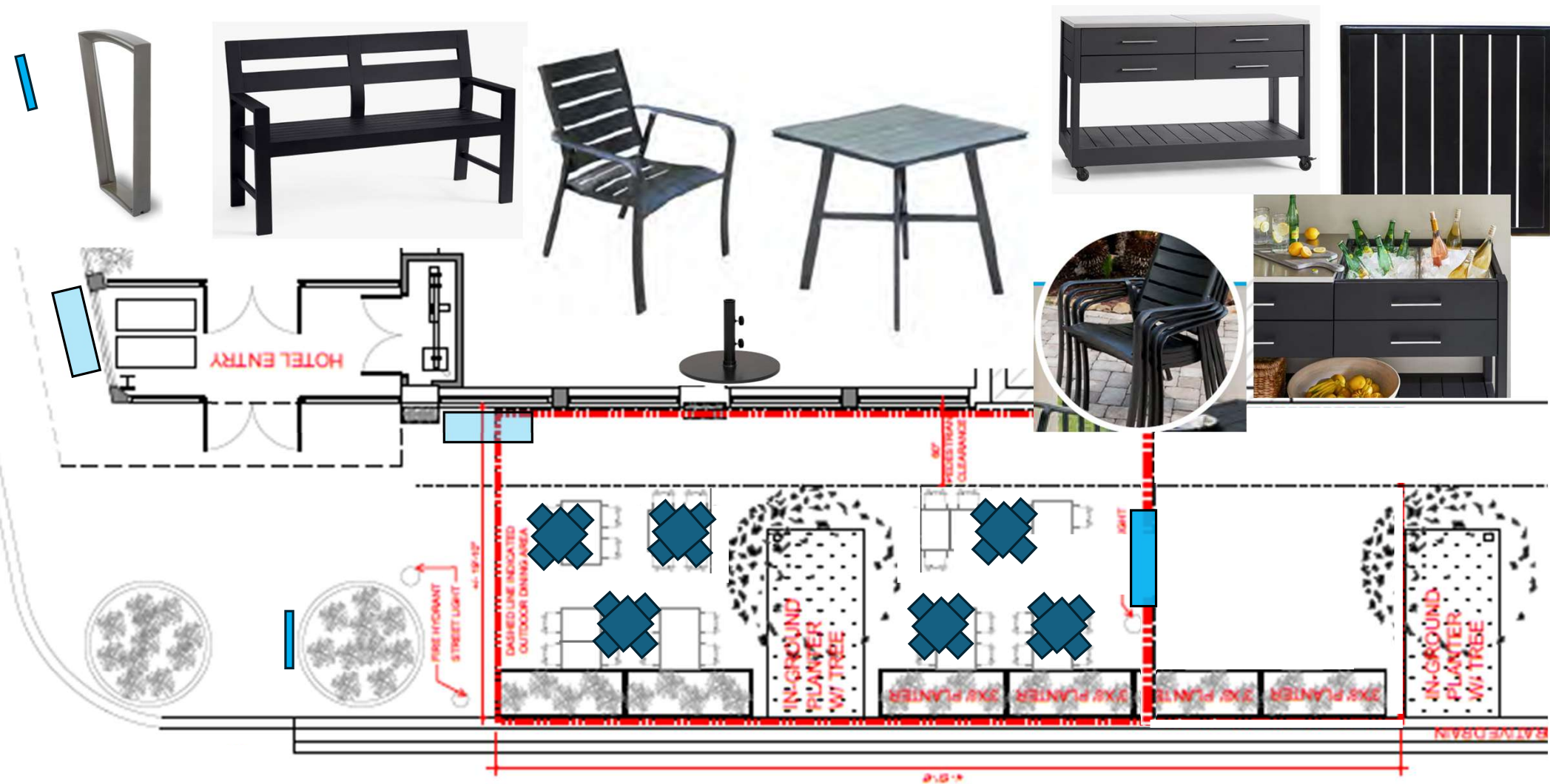
By: _____ (Seal)
Signature

Witness

Printed name

Position
Printed name





File Attachments for Item:

. Order 28,020 - rescinding Order No. 27,994, originally approved on April 21, 2026 due to a repealed bid amount by one of the bidders, and accepting the bids from Phoenix Solutions, LLC, Shannon Chemical Corporation, Brenntag Northeast LLC, USALCO, LLC, Chemstream, LLC and Univar Solutions USA LLC for the purchase of all advertised chemicals for the Combined Chemical Bid FY27 (2025-22-UTIL) for use at the Water Reclamation Facility, Water Filtration Plant and Constitution Park Pool



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

ORDER NO. 28,020

DATE: May 19, 2026

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

THAT the bids of Phoenix Solutions, LLC, Shannon Chemical Corporation, Brenntag Northeast LLC, USALCO, LLC, Chemstream, LLC and Univar Solutions USA LLC for the purchase of all advertised chemicals for the Combined Chemical Bid FY27 (2025-22-UTIL) for use at the Water Reclamation Facility, Water Filtration Plant and Constitution Park Pool and be and are hereby accepted in the following estimated amounts:

				BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
				Phoenix Solutions, LLC	Shannon Chemical Corporation	Brenntag Northeast LLC	USALCO, LLC	Chemstream, Inc.	Univar Solutions USA LLC
BASE BID									
BID NO.	DESCRIPTION OF BID	Location	Unit	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Liquid Chlorine 1-Ton Cylinders	WRF	per CWT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115.00
2	Sulfur Dioxide 1-Ton Cylinders	WRF	per CWT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70.00
3	Sodium Aluminate 38% (275 gal tote)	WRF	per Gal	\$ -	\$ -	\$ -	\$ 5.1621	\$ -	\$ -
4	Granular Chlorine	WRF	per Drum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280.50
5	Potassium Permanganate 330.75 lb Drums	WFP	per Drum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,191.60
6	Uni Flok 460 (IBC Tote)	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.79
7	SterFloc 981S (IBC Tote)	ALCO	per Gal	\$ -	\$ -	\$ 18.76	\$ -	\$ -	\$ -
8	Liquid Caustic Soda 35% 55 Gal Barrels	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 2.15	\$ -
9	Liquid Caustic Soda 25% Bulk Supply (3,000 Gallon Minimum Delivery)	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 1.48	\$ -
10	Liquid Sodium Bisulfite 38-40% 600 lb Drums	WFP	per CWT	\$ -	\$ -	\$ -	\$ -	\$ 35.00	\$ -
11	Solar Salt (Extra Course 50 lb Bags)	WFP	per CWT	N/A					
12	Sodium Hypochlorite 12.5% Bulk Supply 4,800 Gal Capacity	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 2.05	\$ -
13	Sodium Hypochlorite - Liquichlor 12.5% Solution 5 Gallon Pails	Carpendale	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 7.50	\$ -
14	MICROC 2000 DR452 (55 Gal Barrel)	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.48
15	Hydrofluosilicic Acid 23% at 1.19 SG Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	N/A					
16	Zinc Orthophosphate 1:10 Ratio Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	\$ -	\$ 7.34	\$ -	\$ -	\$ -	\$ -
17	DelPac 2020 Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.339
18	DelPac 2000 IBC Tote	ALCO	per Gal	\$ -	\$ -	\$ -	\$ 5.3757	\$ -	\$ -
19	DelPac 2000 Bulk Supply	WRF	per Gal	\$ -	\$ -	\$ -	\$ 3.0704	\$ -	\$ -
20	Methanol Bulk Storage	WRF	per Gal	\$ -	\$ -	\$ 2.65	\$ -	\$ -	\$ -
21	Sodium Hypochlorite 15% 900 Gal Max Delivery	City - Pool	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 3.15	\$ -
22	Cyanuric Acid 100% granular 45 lb Bucket	City - Pool	per CWT	\$ 538.00	\$ -	\$ -	\$ -	\$ -	\$ -
23	Sodium Bicarbonate	City - Pool	per CWT	\$ 128.00	\$ -	\$ -	\$ -	\$ -	\$ -
24	Calcium Chloride Flake (Dowflake) 50 lb Bags	City - Pool	per CWT	\$ 83.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute chemical purchase contracts with the accepted vendors; and

BE IT FURTHER ORDERED, that the contracts shall be awarded for one (1) year periods with the option to renew for two (2) consecutive one-year periods, upon mutual consent of the parties.

Raymond M. Morriss, Mayor

Estimated Costs Per Department

WRF	003.310.36000	\$645,295.39
WFP	002.230.36000	\$435,103.50
REC	001.077.36000	\$19,372.45

Council Agenda Summary

Meeting Date: May 19, 2026

Key Staff Contact: Raquel Ketterman

Item Title: Combined Chemical Bid FY27 (2025-22-UTIL)

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

An order to accept chemical supply bids from Phoenix Solutions, LLC, Shannon Chemical Corporation, Brenntag Northeast LLC, USALCO, LLC, Chemstream, Inc., and Univar Solutions USA LLC. at the Water Reclamation Facility, Water Filtration Plant, and Constitution Park Pool.

				BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
				Phoenix Solutions, LLC	Shannon Chemical Corporation	Brenntag Northeast LLC	USALCO, LLC	Chemstream, Inc.	Univar Solutions USA LLC
BASE BID									
BID NO.	DESCRIPTION OF BID	Location	Unit	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Liquid Chlorine 1-Ton Cylinders	WRF	per CWT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115.00
2	Sulfur Dioxide 1-Ton Cylinders	WRF	per CWT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70.00
3	Sodium Aluminate 38% (275 gal tote)	WRF	per Gal	\$ -	\$ -	\$ -	\$ 5.1621	\$ -	\$ -
4	Granular Chlorine	WRF	per Drum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280.50
5	Potassium Permanganate 330.75 lb Drums	WFP	per Drum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,191.60
6	Uni Flok 460 (IBC Tote)	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.79
7	SterFloc 981S (IBC Tote)	ALCO	per Gal	\$ -	\$ -	\$ 18.76	\$ -	\$ -	\$ -
8	Liquid Caustic Soda 35% 55 Gal Barrels	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 2.15	\$ -
9	Liquid Caustic Soda 25% Bulk Supply (3,000 Gallon Minimum Delivery)	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 1.48	\$ -
10	Liquid Sodium Bisulfite 38-40% 600 lb Drums	WFP	per CWT	\$ -	\$ -	\$ -	\$ -	\$ 35.00	\$ -
11	Solar Salt (Extra Course 50 lb Bags	WFP	per CWT	N/A					
12	Sodium Hypochlorite 12.5% Bulk Supply 4,800 Gal Capacity	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 2.05	\$ -
13	Sodium Hypochlorite - Liquichlor 12.5% Solution 5 Gallon Pails	Carpendale	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 7.50	\$ -
14	MICROC 2000 DR452 (55 Gal Barrel)	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.48
15	Hydrofluosilicic Acid 23% at 1.19 SG Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	N/A					
16	Zinc Orthophosphate 1:10 Ratio Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	\$ -	\$ 7.34	\$ -	\$ -	\$ -	\$ -
17	DeIPac 2020 Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.339
18	DeIPac 2000 IBC Tote	ALCO	per Gal	\$ -	\$ -	\$ -	\$ 5.3757	\$ -	\$ -
19	DeIPac 2000 Bulk Supply	WRF	per Gal	\$ -	\$ -	\$ -	\$ 3.0704	\$ -	\$ -
20	Methanol Bulk Storage	WRF	per Gal	\$ -	\$ -	\$ 2.65	\$ -	\$ -	\$ -
21	Sodium Hypochlorite 15% 900 Gal Max Delivery	City - Pool	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 3.15	\$ -
22	Cyanuric Acid 100% granular 45 lb Bucket	City - Pool	per CWT	\$ 538.00	\$ -	\$ -	\$ -	\$ -	\$ -
23	Sodium Bicarbonate	City - Pool	per CWT	\$ 128.00	\$ -	\$ -	\$ -	\$ -	\$ -
24	Calcium Chloride Flake (Dowflake) 50 lb Bags	City - Pool	per CWT	\$ 83.00	\$ -	\$ -	\$ -	\$ -	\$ -

Amount of Award:

Estimated Costs Per Department:

WRF	003.310.36000	\$645,295.39
WFP	002.230.36000	\$435,103.50
REC	001.077.36000	\$19,372.45

Budget number:

WRF	003.310.36000
WFP	002.230.36000
REC	001.077.36000



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Chemical Bid Prices

2 messages

Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Mon, May 4, 2026 at 10:46 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>, Raquel Ketterman <raquel.ketterman@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Good morning Jeff,

On April 21st, we awarded the chemical bid to several companies for our various chemical needs. When I reached out to a supplier (Colonial Chemicals) to begin the contract process, they informed me they could not honor the bid price of \$1.93 per gal for Methanol that we accepted on the M&CC Order. Below is their request, along with additional options I requested from other suppliers regarding whether they would honor their prices.

- 1) Colonial Chemicals: Requested a \$2.50 per gal with a monthly index tied to it.
- 2) Brentagg: This was the next lowest bidder with a price of \$2.65 per gal. I reached out and they sent via email they could guarantee that price until 6/30/27 with no monthly index increase.
- 3) Univar: The highest bidder at \$3.00 per gal. I reached out and they stated they could not honor the \$3.00 per gal and would also want to include a monthly index.

Based upon these options, I recommend we go with option #2. There is a possibility of force majeure, but any of the other companies could also claim it.

This would increase the chemical cost for Methanol, going from the original \$1.93 per gal to \$2.65 per gal by \$80,640.00. The new WRF chemical budget would need to be estimated at \$645,295.39 instead of \$564,655.39.

Please let me know if you agree with my recommendation and/or any questions/feedback.

If we all agree, I will put forth an amendment to the chemical order on the next M&CC Meeting on 5/19/26.

Thank you for your time,

Jeff Silka <jeff.silka@cumberlandmd.gov>

Mon, May 4, 2026 at 10:50 AM

Reply-To: jeff.silka@cumberlandmd.gov

To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Cc: Raquel Ketterman <raquel.ketterman@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Derrik,

I agree to go with Option 2



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

5/14/26, 12:22 PM

City of Cumberland, MD Mail - Chemical Bid Prices

[Quoted text hidden]

				BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
				Phoenix Solutions, LLC	Shannon Chemical Corporation	Brenntag Northeast LLC	USALCO, LLC	Chemstream, Inc.	Univar Solutions USA LLC
BASE BID									
BID NO.	DESCRIPTION OF BID	Location	Unit	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Liquid Chlorine 1-Ton Cylinders	WRF	per CWT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115.00
2	Sulfur Dioxide 1-Ton Cylinders	WRF	per CWT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70.00
3	Sodium Aluminate 38% (275 gal tote)	WRF	per Gal	\$ -	\$ -	\$ -	\$ 5.1621	\$ -	\$ -
4	Granular Chlorine	WRF	per Drum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280.50
5	Potassium Permanganate 330.75 lb Drums	WFP	per Drum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,191.60
6	Uni Flok 460 (IBC Tote)	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19.79
7	SterFloc 981S (IBC Tote)	ALCO	per Gal	\$ -	\$ -	\$ 18.76	\$ -	\$ -	\$ -
8	Liquid Caustic Soda 35% 55 Gal Barrels	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 2.15	\$ -
9	Liquid Caustic Soda 25% Bulk Supply (3,000 Gallon Minimum Delivery)	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 1.48	\$ -
10	Liquid Sodium Bisulfite 38-40% 600 lb Drums	WFP	per CWT	\$ -	\$ -	\$ -	\$ -	\$ 35.00	\$ -
11	Solar Salt (Extra Course 50 lb Bags	WFP	per CWT	N/A					
12	Sodium Hypochlorite 12.5% Bulk Supply 4,800 Gal Capacity	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 2.05	\$ -
13	Sodium Hypochlorite - Liquichlor 12.5% Solution 5 Gallon Pails	Carpendale	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 7.50	\$ -
14	MICROC 2000 DR452 (55 Gal Barrel)	ALCO	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.48
15	Hydrofluosilicic Acid 23% at 1.19 SG Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	N/A					
16	Zinc Orthophosphate 1:10 Ratio Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	\$ -	\$ 7.34	\$ -	\$ -	\$ -	\$ -
17	DelPac 2020 Bulk Supply (4,000 Gal Max Delivery)	WFP	per Gal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.339
18	DelPac 2000 IBC Tote	ALCO	per Gal	\$ -	\$ -	\$ -	\$ 5.3757	\$ -	\$ -
19	DelPac 2000 Bulk Supply	WRF	per Gal	\$ -	\$ -	\$ -	\$ 3.0704	\$ -	\$ -
20	Methanol Bulk Storage	WRF	per Gal	\$ -	\$ -	\$ 2.65	\$ -	\$ -	\$ -
21	Sodium Hypochlorite 15% 900 Gal Max Delivery	City - Pool	per Gal	\$ -	\$ -	\$ -	\$ -	\$ 3.15	\$ -
22	Cyanuric Acid 100% granular 45 lb Bucket	City - Pool	per CWT	\$ 538.00	\$ -	\$ -	\$ -	\$ -	\$ -
23	Sodium Bicarbonate	City - Pool	per CWT	\$ 128.00	\$ -	\$ -	\$ -	\$ -	\$ -
24	Calcium Chloride Flake (Dowflake) 50 lb Bags	City - Pool	per CWT	\$ 83.00	\$ -	\$ -	\$ -	\$ -	\$ -

File Attachments for Item:

. Order 27,021 - approving the 2026 Annual Action Plan Projects for the Community Development Block Grant Program

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

ORDER NO. 28,021

DATE: May 19, 2026

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

THAT, the following annual action plan projects for the Community Development Block Grant Program be and are hereby approved:

Project Name	2026 CDBG Funding
Facilities /Infrastructure Improvements	
City Infrastructure: Sidewalks (Mass & NH Oldtown Rd to Kentucky)	\$392,676.00
Parks and Rec Mason Sports Complex Light Poles, Fixtures and Dog Park	\$116,279.00
YMCA Gilchrist partial Roof Rehabilitation	\$94,960.00
Subtotal	\$603,915.00
Administration/Planning	
Administration	\$140,000.00
Subtotal	\$140,000.00
Public Services	
Utility Assistance Homeless Prevention Program	\$10,000.00
YMCA Gilchrist Housing Programs; Food grant	\$8,000.00
City Police Dept Neighborhood Foot and Bicycle Patrols	\$10,000.00
LMB Homeless Emergency Response grants	\$5,000.00
HRDC Senior Home Meal Delivery Shelf Stable Food	\$10,000.00
Subtotal	\$43,000.00
TOTAL PROJECTS	\$786,915.00
Program Income (Projected)	\$0.00
Total Available Allocation	\$786,915.00

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: May 19, 2026

Key Staff Contact: Lee Borrer, Community Development Block Grant Program Manager

Item Title:

Mayor and City Council adoption of the CDBG 2026 Annual Action Plan

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

Adoption of the 2026 Annual Action Plan. \$36,915 was added to the Parks and Recreation Project per the published "contingency plan"

Amount of Award: 2026 AAP Award \$786,915

Budget number: CDBG annual grant

Grant, bond, etc. reference: Community Development Block Grant

File Attachments for Item:

. Order 28,022 - declaring computer equipment as surplus property and authorizing it to be scrapped or e-cycled



- ORDER -

of the

**Mayor and City Council of Cumberland
MARYLAND**

ORDER NO. 28,022

DATE: May 19, 2026

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

WHEREAS, the Mayor and City Council authorize this equipment to be recycled, e-cycled or scrapped;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following equipment is hereby declared to be surplus property and authorized to be recycled or scrapped:

Device Type	Make	Model	Serial Number	Location
Monitor	Acer	X234H	ETLFH0C02301909A4740M1	
Laptop	HP	ProBook 445 G7	5CD10967GG	
HopSpot	Franklin	RG2102	IMEI 358718370789252	
IP Phone	Cisco	7821	WZP20180BYY	
Scanner	Xerox	Documate 3120		
SCADA	Tenable	NCA-4010C-IG1	LR202202015980	
Laptop	Acer	Aspire E15	NXMW1AA0035300DA357600	Engineering
PDA	HP	iPAQ		Being sent to IT from ENG in interoffice envelope
Tablet	Samsung	CE0168		Being sent to IT from ENG in interoffice envelope
Printer	HP	Laser Jet	VND3R30923	C3I
Monitor	Dell		V104661	C3I
Monitor	Dell		CN0PF48H6418024P0ACL	C3I
Monitor	Magnovox		AU000538065379	C3I
Monitor	Acer		EatLAP0807594805AF74217	C3I
Monitor	Dell		CN0FP1827161881NAAME	C3I

Device Type	Make	Model	Serial Number	Location
Monitor	Gateway		Mxl77D0C00423	C3I
Monitor	Gateway		MxL77D0c00446	C3I
TV	Phillips		61444920	C3I
Monitor	Asus		C9lmqs030510	C3I
Monitor	Asus		A4lmtf134188	C3I
Monitor	Phillips		Bz1a0637581721	C3I
Clock radio	Lenovo		7404805375	C3I
Printer	HP		CNBj153307	C3I
Computer	Novell		2001025234	C3I
Computer	Sony		3102642	C3I
Monitor	Gateway		Mw66ab0v07915	C3I
Computer	Lenovo		11s0c69614ZVj84x43j0vs	C3I
Computer	Dell		17261455106	C3I
Video converter	PixelLink		20681	C3I
VHS Player	JVC		159z0681	
Computer	Super micro		H2rq01	
Printer	Epson		Jkdy255242	
Monitor	Dell		Cn0vytw572872465akws	
Computer	Lenovo		Mj05mmw7	
Printer	Brother		U61780ej2572712	
Monitor	Multi sync		35124774NA	
Monitor	Acer		90405239242	
Printer	Epson		JKdy255231	
Printer	Lexmark		Unknown	
Printer	HP	LaserJet M203	VNB5D08263	IT
PC	Dell	Optiplex	1988ZC3	IT
Laptop	Lenovo	Thinkpad T500	L3-ACV8F08/12	IT
Laptop	Lenovo	Thinkpad T500	L3-ACV9P08/12	IT
Monitor	V7	L27HAS2K	VB023NB1400226	IT
Laptop	Dell	Latitude 3510	CGCN203	IT
Printer	Brother	MFC-L2750DW	U64988H9N136083	IT
IP Phone	Cisco	7821	WZP20180BGW	IT
Eth Switch	Enterasys	B5G124-48P2	13092389915W	IT
Eth Switch	Enterasys	B5G124-48P2	13092334915W	IT
Eth Switch	Enterasys	C5G124-24P2	12500034915W	IT
Eth Switch	Enterasys	C5G124-24P2	12500108915W	IT
DVR	Vicon	VLR-ENC-16	21497	IT
Phone server	Cisco	2911	FJC2024A1KN	IT

Device Type	Make	Model	Serial Number	Location
IP Phone	Cisco	7821	WZP20180C0Q	IT
Scanner	Epson			CD
Scanner	Canon			CD
IP Phone	Cisco	7821	WZP20211CQ9	IT
Monitor	Viewsonic	VS18522	WE32303A0870	IT
Printer	IBM	Infoprint 1552	7904FF3	IT

Raymond M. Morriss, Mayor

FY2025 electronics eCycle event - May 19, 2026

Device Type	Make	Model	Serial Number
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Monitor	Acer	X234H	ETLFH0C02301909A4740M1
Laptop	HP	ProBook 445 G7	5CD10967GG
HopSpot	Franklin	RG2102	IMEI 358718370789252
IP Phone	Cisco	7821	WZP20180BYY
Scanner	Xerox	Documate 3120	
SCADA	Tenable	NCA-4010C-IG1	LR202202015980
Laptop	Acer	Aspire E15	NXMW1AA0035300DA357600
PDA	HP	iPAQ	
Tablet	Samsung	CE0168	
Printer	HP	Laser Jet	VND3R30923
Monitor	Dell		V104661
Monitor	Dell		CN0PF48H6418024P0ACL
Monitor	Magnovox		AU000538065379
Monitor	Acer		EatLAP0807594805AF74217
Monitor	Dell		CN0FP1827161881NAAME
Monitor	Gateway		MxI77D0C00423
Monitor	Gateway		MxL77D0c00446
TV	Phillips		61444920
Monitor	Asus		C9lmqs030510
Monitor	Asus		A4lmtf134188
Monitor	Phillips		Bz1a0637581721
Clock radio	Lenovo		7404805375
Printer	HP		CNBj153307
Computer	Novell		2001025234
Computer	Sony		3102642
Monitor	Gateway		Mw66ab0v07915
Computer	Lenovo		11s0c69614ZVj84x43j0vs
Computer	Dell		17261455106
Video converter	PixelLink		20681
VHS Player	JVC		159z0681
Computer	Super micro		H2rq01
Printer	Epson		Jkdy255242
Monitor	Dell		Cn0vytw572872465akws
Computer	Lenovo		Mj05mmw7
Printer	Brother		U61780ej2572712
Monitor	Multi sync		35124774NA
Monitor	Acer		90405239242
Printer	Epson		JKdy255231

Printer	Lexmark		Unknown
Printer	HP	LaserJet M203	VNB5D08263
PC	Dell	Optiplex	1988ZC3
Laptop	Lenovo	Thinkpad T500	L3-ACV8F08/12
Laptop	Lenovo	Thinkpad T500	L3-ACV9P08/12
Monitor	V7	L27HAS2K	VB023NB1400226
Laptop	Dell	Latitude 3510	CGCN203
Printer	Brother	MFC-L2750DW	U64988H9N136083
IP Phone	Cisco	7821	WZP20180BGW
Eth Switch	Enterasys	B5G124-48P2	13092389915W
Eth Switch	Enterasys	B5G124-48P2	13092334915W
Eth Switch	Enterasys	C5G124-24P2	12500034915W
Eth Switch	Enterasys	C5G124-24P2	12500108915W
DVR	Vicon	VLR-ENC-16	21497
Phone server	Cisco	2911	FJC2024A1KN
IP Phone	Cisco	7821	WZP20180C0Q
Scanner	Epson		
Scanner	Canon		
IP Phone	Cisco	7821	WZP20211CQ9
Monitor	Viewsonic	VS18522	WE32303A0870
Printer	IBM	Infoprint 1552	7904FF3

Location

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File Attachments for Item:

. Order 28,023 - authorizing the execution of a Memorandum of Understanding with the Canal Place Preservation and Development Authority to memorialize each party's respective obligations with respect to the ownership of, maintenance of, and access to certain facilities associated with the River Park Project, effective when executed and remains in effect unless and until terminated with 60 days written notice by either party to the other



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

ORDER NO. 28,023

DATE: May 19, 2026

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

THAT, the Mayor be and is hereby authorized to execute of a Memorandum of Understanding with the Canal Place Preservation and Development Authority to memorialize each party's respective obligations with respect to the ownership of, maintenance of, and access to certain facilities associated with the River Park Project, effective when executed and remains in effect unless and until terminated with 60 days written notice by either party to the other.

Raymond M. Morriss, Mayor

River Park at Canal Place **Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is made and executed by and between the Canal Place Preservation and Development Authority (the "CPPDA") and the Mayor and City Council of Cumberland (the "City"), effective on the Effective Date defined below, to memorialize each party's respective obligations with respect to ownership of, maintenance of, and access to certain facilities associated with the River Park project (the "Project").

A. The Project is a multiphase endeavor to design, permit, and construct a Potomac River whitewater park and associated shoreline amenities for the benefit of the City of Cumberland, the surrounding communities, and the public at large.

B. Included within the Project is a network of trails and other improvements adjacent to the Potomac River, including three improvements of specific relevance here: (1) a parking lot situated beneath the Crosstown Viaduct, which is also known as the I-68 Bridge (the "Parking Lot"), (2) a concrete walking trail to be constructed on top of the shoreline levee system the runs alongside the River Park (the "Upper Levee Trail"), and (3) access ways connecting Bridge Street to the Parking Lot and connecting the Parking Lot to the Upper Levee Trail (the "Access Ways"), with all three improvements referred to herein as the "Facilities").

C. The CPPDA and the City (together, the "Parties" and, individually, a "Party") have worked cooperatively on various aspects of the Project, with the CPPDA spearheading efforts to acquire grant funding, arrange planning and design contracts, and obtain the permits needed to construct the Project and its related amenities, and the City providing funding and engineering and project-management services in connection with the development of the Project.

D. The CPPDA has arranged for congressionally designated funding, which requires adherence to federal timelines and compliance standards that are administered by the Maryland Department of Transportation ("MDOT") and the Federal Highway Administration ("FHWA"). Application of those federal standards to the Project requires the CPPDA to demonstrate that it has ownership, control, or access rights necessary to perform the grant-funded work and identify what entities will be responsible for maintaining the Project upon completion.

E. The City owns or controls the lands on which the Access Ways and Upper Levee Trail will be constructed, maintained, and accessed, and has rights in those lands sufficient to grant the CPPDA access to those lands.

F. The Parking Lot is located on land owned by the State for the benefit of MDOT. Under a Memorandum of Action dated November 6, 1967, by and between the State Roads Commission of Maryland, the forerunner of MDOT's State Highway Administration, and the City ("1967 MOA"), the City was authorized to operate and maintain the Parking Lot, subject to the terms and conditions set forth therein. See Exhibit A attached hereto. MDOT has recently confirmed that the City's rights under the 1967 MOA allow the City to construct and maintain the Parking Lot.

G. MDOT is expected to require the issuance of a new agreement, to be approved by FHWA, that will replace the 1967 MOA and govern the City's access to the land beneath the Crosstown Viaduct (the "New Agreement"). The Parties anticipate that the New Agreement—which will be subject to the City's review, approval and execution—will supersede the 1967 MOA but maintain the City's right thereunder to construct and maintain the Parking Lot.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of said consideration being hereby acknowledged, the CPPDA and the City hereby agree as follows:

1. The recitals set forth in the lettered sections hereinbefore are not merely introductory. They are incorporated by reference herein and form a part of this MOU.

2. This MOU is subject to the terms of the 1967 MOA, and it shall be subject to the terms of the New Agreement.

3. The City shall allow the CPPDA, its representatives, contractors, and assigns access to the lands on which the Facilities are to be built for purposes of carrying out the grant-funded work. Should CPPDA or its contractors require access to additional City-controlled areas for purposes related to the Project, CPPDA may submit a written request for such access to the City's Director of Engineering and Utilities. The City shall not withhold access unreasonably, provided the additional access supports the Project.

4. The City agrees to accept maintenance responsibilities for the Facilities once they are constructed.

5. The Parties agree to use their best efforts to facilitate and produce any and all actions by third parties necessary to achieve the objectives and commitments set forth in this MOU, and further agree not to take any action or encourage or condone any action that would interfere with the performance of or otherwise undermine this MOU, or which would adversely affect any of the rights or obligations established in or related to this MOU.

6. The Parties acknowledge that each must be able to fulfill its commitments under this MOU in accordance with applicable, governing law. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions. If at any time either Party is unable to perform their commitments under this MOU consistent with such Party's legal obligations, the affected Party shall immediately provide written notice to the other. In such event, the Parties shall attempt to renegotiate mutually acceptable replacement terms.

7. This MOU applies only to the scope of work defined herein and in the attached Exhibit A. Future phases of the Project will require either a new agreement or an addendum to this MOU, and the Parties agree to use their best efforts to reach agreement on any such terms.

8. Each Party acknowledges that, in executing this MOU, it has had sufficient opportunity to seek the advice of independent legal counsel, has read and understands the terms and provisions of this MOU, and that each signatory below is duly authorized to enter into this MOU on behalf of such Party.

9. This MOU does not constitute a joint venture, partnership, consortium, or any other form of business arrangement or organization. Each Party is and shall act as an independent contractor and not as an agent or partner of the other for any purpose whatsoever, and neither Party shall act or represent itself, directly or by implication, in any such capacity in respect of the other Party or in any manner which seeks to assume or create any obligation on behalf of, or in the name of, the other Party without that Party's prior express written agreement. The employees of one Party shall not be deemed the employees of the other Party.

10. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. The Parties' obligations hereunder are subject to and contingent upon the availability of funds.

11. This MOU will be effective as of the date it is last executed (the "Effective Date") and shall remain in effect unless and until terminated in accordance with this MOU. A Party may terminate its participation in the MOU by providing 60 days prior written notice to the other Party.

12. This MOU may only be amended in writing signed by all the Parties.

13. This MOU does not and is not intended to create any rights or benefits for any third party. No third party shall have any legally enforceable rights or benefits under this MOU.

14. This MOU may be executed in counterparts (counterparts attached to an email as a "PDF" or similar attachment), all of which when taken together shall be deemed one original. This MOU may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

15. This MOU shall be construed by and governed under the laws of the State of Maryland, without regard or resort to conflict of laws principles of any other jurisdiction.

IN WITNESS WHEREOF, this MOU is executed by duly authorized representatives of each Party as set forth below.

Mayor and City Council of Cumberland

Date

By: Raymond M. Morriss, Mayor

**Canal Place Preservation and
Development Authority**

Date

By: Deidra L. Ritchie, Executive Director

File Attachments for Item:

. Order 28,024 - authorizing the execution of a master service agreement between the City of Cumberland and GBS Benefits Inc. to provide the City of Cumberland with insurance consulting services concerning cost, benefits provided, maintenance, analysis, administrative support, software and contracts with insurance carriers in connection with the health, dental, life, employee assistance, wellness, vision, and section 125 plans or programs for the 12 month period of April 1, 2026 to March 31, 2027 at a cost not to exceed \$7,000 per month



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

ORDER NO. 28,024

DATE: May 19, 2026

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

THAT, authorizing the Director of Administrative Services to execute a master service agreement between the City of Cumberland and GBS Benefits Inc. to provide the City of Cumberland with insurance consulting services concerning cost, benefits provided, maintenance, analysis, administrative support, software and contracts with insurance carriers in connection with the health, dental, life, employee assistance, wellness, vision, and section 125 plans or programs for the twelve (12) month period of April 1, 2026 to March 31, 2027 at a cost not to exceed Seven Thousand Dollars and No Cents (\$7,000.00) per month.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: May 19, 2026

Key Staff Contact: Ken Tressler and Mark Gandolfi

Item Title:

City of Cumberland – GBS Master Services Agreement

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

An order authorizing the master service agreement between the City of Cumberland and GBS Benefits Inc. to provide the City of Cumberland with insurance consulting services concerning cost, benefits provided, maintenance, analysis, administrative support, software and contracts with insurance carriers in connection with the health, dental, life, employee assistance, wellness, vision, and section 125 plans or programs for the 12 month period of April 1, 2026 to March 31, 2027 at \$7,000 per month.

DESCRIPTION OF SERVICES:

1. Provide the City of Cumberland with insurance consulting services concerning cost, benefits provided, and contracts with insurance carriers in connection with the plan or program.
2. GBS shall provide insurance and employee benefits consulting services to the Client, including analysis of plan costs, benefit structures, and contractual arrangements with insurance carriers and vendors, and shall recommend modifications to the Client's benefit programs based on the Client's stated objectives.
3. GBS shall prepare and deliver periodic reports, as reasonably agreed upon by the Parties, addressing plan performance, including trends, utilization, financial experience, and cost drivers, and shall provide strategic recommendations for cost containment and plan optimization.
4. GBS shall assist the Client in the marketing and procurement of insurance and related benefit products, including preparation of specifications, development and management of requests for proposals (RFPs), evaluation of vendor responses, and presentation of recommendations for the Client's review and selection.
5. GBS shall negotiate with insurance carriers and vendors on behalf of the Client, including renewal rate negotiations, benefit terms, and contractual provisions, and shall assist the Client in obtaining rate estimates and final renewal terms for evaluation and decision-making.
6. GBS shall serve as an intermediary between the Client and insurance carriers and vendors, assisting with carrier performance management, contract compliance, and resolution of disputes, including support for escalated claims and administrative issues.
7. GBS shall review and provide guidance on plan-related documents, including contracts, agreements, and summary plan descriptions (SPDs), to support accuracy, consistency, and alignment with the Client's benefit strategy.
8. GBS shall provide ongoing consultation regarding benefit plan design, including health and wellness program strategy, population health initiatives, and employee engagement approaches intended to improve outcomes and manage long-term costs.
9. GBS shall provide data analytics and population health consulting services, including claims analysis, identification of high-cost drivers, pharmacy and clinical program evaluation, and development of strategies to improve plan performance and employee health outcomes.
10. GBS shall support the Client's employee communication and enrollment efforts, including open enrollment strategy, employee education, and ongoing communication resources designed to improve understanding and participation in the benefit programs.
11. GBS shall provide access to educational content, industry insights, and training resources, including seminars, webinars, and written materials, to support the Client's awareness of market trends, regulatory developments, and best practices.

12. GBS shall provide administrative and human resources support related to employee benefits, including assistance with enrollment issues, employee inquiries, vendor coordination, and access to benefits administration technology and tools, as applicable.
13. GBS shall provide guidance and support related to applicable laws and regulations, including but not limited to the Affordable Care Act (ACA), ERISA, COBRA, HIPAA, Section 125, and Health Savings Accounts, and shall assist the Client in maintaining compliance-related processes and documentation.
14. GBS shall provide COBRA-related administrative support, including implementation, notification processes, and ongoing coordination, as applicable to the Client's benefit programs.
15. GBS shall assist in the design, implementation, and management of ancillary and voluntary benefit programs, including life, disability, and supplemental coverages.
16. GBS shall perform such additional services as may be included in the Client's request for proposal (RFP) or as may be mutually agreed upon by the Parties in writing, provided such services are not otherwise excluded under this Agreement.

Compensation:

- For services performed pursuant to this SOW, the Consultant will be compensated by the Client as follows in 12 monthly payments: Consulting Fee (yearly): \$84k



Master Services Agreement

Prepared for City of Cumberland

GBS Master Services Agreement

This Master Services Agreement (hereinafter the "MSA", or, collectively with the other documents identified in Article 1.A., below, the "Agreement") is effective as of 4/1/2026 by and between GBS Benefits, Inc., a Utah corporation (hereinafter referred to as "GBS"), located at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84115, and City of Cumberland, located at 57 N liberty St, Cumberland, MD 21502 (hereinafter "CLIENT"). (CLIENT and GBS are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party.")

WHEREAS, GBS is the agent of record for CLIENT's health insurance, and CLIENT desires to retain GBS to perform additional services identified in this Agreement and any corresponding Statement of Work (hereinafter "SOW"), and GBS understands that it is intended that this Agreement will apply to all work or services to be performed by GBS unless otherwise agreed upon between the Parties in writing;

WHEREAS, GBS has certain Affiliates (as defined herein) which may perform services ancillary to, or in conjunction with, GBS services rendered under this Agreement. For the purposes of this Agreement, the term "Affiliates" shall mean any subsidiary of GBS in which GBS owns at least a majority of the outstanding stock, membership units, or other form of equity, which shall specifically include GBS Compliance Services, Inc., a Utah corporation and GBS Rx Advantage, Inc., a Utah corporation.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

ARTICLE 1. SERVICES AND SCOPE OF AGREEMENT.

A. The Agreement consists of each of the following: (i) the provisions set forth in this MSA; (ii) The Statement of Work(s) which is/are attached hereto as Exhibit A, which is attached hereto and incorporated herein by this reference; (iii) the terms of that certain Business Associate Agreement (hereinafter the "BAA"), if any, which may be attached hereto as Exhibit B and incorporated herein by this reference; (iv) any additional SOW's executed by GBS and CLIENT pursuant to the terms of this MSA; and (v) any SOW executed by an Affiliate and CLIENT pursuant to the terms of this MSA. With respect to any SOW between an Affiliate and CLIENT, CLIENT agrees that the Affiliate party to that SOW shall be solely and exclusively responsible for the performance of any duties and obligations owed by Affiliate under the terms of that SOW, and that Affiliate and CLIENT shall be bound by the terms of this MSA for the purposes of the performance under the SOW. In no event shall an Affiliate be responsible for (x) GBS's performance of any duties or obligations under the terms of this Agreement, (y) GBS's performance under any SOW between GBS and CLIENT, or (z) the performance of any duties or

obligations owed under a SOW between CLIENT and any other Affiliate in which that Affiliate is not explicitly made a party to that SOW. Similarly, in no event shall GBS be responsible for the performance of any duties or obligations of any Affiliate under any SOW between CLIENT and Affiliate to which GBS is not explicitly made a party to that SOW. Finally, by signing a SOW, an Affiliate agrees to be bound by the terms of this MSA for the purposes of the SOW in question.

B. CLIENT desires to obtain from GBS, and GBS desires to provide to CLIENT, certain services and deliverables hereinafter defined (collectively "Services") described in any SOW, which is/are attached hereto as Exhibit A, together with any SOWs which may be executed by both Parties on and after the signing of this MSA. Specifically, at any time after the full signing of this MSA, in the event GBS agrees to provide additional services for CLIENT, a new SOW will be created for each service for which GBS is retained. No SOW shall be valid or binding unless signed by both Parties.

C. At any time during the term of this Agreement, either Party may request modifications to the Services identified in a SOW. As soon as practicable following such request, the Parties will discuss the feasibility of the requested modifications and the impact on the time schedules and costs specified in the SOW. No change in the SOW shall be made unless agreed to in writing by both parties, and without such written agreement, both parties will remain bound by the original terms. No modification or amendment to this Agreement or any SOW can alter the provisions of this Agreement regarding the ownership of intellectual property unless signed by an officer of each party.

ARTICLE 2. COMPENSATION.

A. CLIENT will pay GBS for satisfactory performance of the Services based on the agreed pricing schedule as described in the SOW for the Services. For the purpose of this Agreement, GBS fees from CLIENT for the Services ("**GBS Fees**") may be earned by GBS by providing the Services, completed and expensed as described in Article 3.

B. The SOW includes all applicable GBS Fees that shall be paid by CLIENT and is firm and fixed and at no time will GBS charge higher or additional GBS Fees. GBS Fees are inclusive of any and all government fees and or applicable taxes. In no event will CLIENT be obligated to make payment for any Services performed by GBS which are outside the scope of a SOW, or for: (i) any Services which GBS agreed to perform but did not complete, or (ii) any Services performed by GBS after the termination or expiration of this Agreement

C. Unless otherwise stated in a SOW, during the term of this Agreement, in the event that GBS's services rendered under any SOW requires direct payment from CLIENT, GBS will submit to CLIENT one (1) invoice per month listing the GBS Fees earned for Services delivered in the previous month. All invoices will be sent via electronic mail to the CLIENT, and will be accompanied by

appropriate supporting documentation, evidencing the work completed by GBS during the calendar month for which GBS seeks payment. CLIENT will review each invoice and its supporting documentation and, unless disputed by CLIENT, pay the amount set forth in each such invoice within thirty (30) days after CLIENT's receipt of the invoice. In the event that CLIENT fails to pay an invoice within the thirty (30) days allowed under this Article, CLIENT agrees that it will pay interest at a rate of lesser of nine percent (9%) per annum or the highest rate permitted under applicable law.

D. GBS agrees that the payments described above are full and complete compensation expected from CLIENT for all Services performed under this Agreement. For disclosure of compensation GBS receives from other entities (including other service providers) as a result of the service GBS provides CLIENT, see the ERISA 408(B)(2) Disclosure.

ARTICLE 3. EXPENSES.

GBS will be solely responsible for any and all expenses it incurs in association with the performance of the Services, unless otherwise expressly provided for in the applicable SOW(s). Upon request of CLIENT, GBS shall provide supporting documentation for all expenses specifically allowed to be reimbursed by CLIENT under the applicable SOW(s).

ARTICLE 4. TERM AND TERMINATION.

A. The term of this Agreement ("Term") will begin on the Effective Date and will continue until GBS is no longer named the broker of record for CLIENT's group health insurance. In the event that GBS is no longer named the broker of record for CLIENT's group health insurance, this Agreement shall automatically terminate without any notice or further requirement of the Parties.

B. CLIENT may terminate this Agreement immediately, in whole or in part, upon written notice to GBS without cause or reason and without any further liability, obligation or responsibility hereunder to GBS or any third party under this Agreement. However, CLIENT will be responsible for expenses incurred prior to termination within the terms and conditions provided for herein, or fees ultimately payable with respect to Services rendered prior to termination. Payment to GBS for the Services shall be in accordance with the terms set forth in a SOW. Furthermore, CLIENT shall also be responsible for any transitional fees assessed by GBS on account of transitioning Services performed by GBS on and after termination, together with any expenses incurred by GBS in relation thereto. GBS shall notify CLIENT of any transitional fees or expenses which will be assessed to CLIENT in advance of performing the Services in question. Payment for such transitional fees and expenses shall be made by CLIENT in accordance with the terms of Article 2.C., above.

C. GBS may terminate this Agreement immediately, in whole or in part, upon written notice to CLIENT without cause or reason and without any further liability, obligation or responsibility hereunder to CLIENT or any third party under this Agreement. However, GBS will be responsible to complete the work defined in a SOW that was delivered and accepted prior to the notice of termination, subject to CLIENT's obligation to pay for Services rendered under such a SOW.

D. Upon termination or expiration of this Agreement or the Services hereunder, or at any other time at CLIENT's request, GBS will immediately deliver to CLIENT all property belonging to CLIENT, any property or work in progress developed in connection with this Agreement, and all materials containing or constituting Confidential Information, including any copies, whether prepared by GBS or others.

ARTICLE 5. PLACE OF PERFORMANCE.

GBS will work primarily from its own office facilities, at CLIENT's office location, or a mutually approved location solely for use in performance of Services hereunder. The location shall be specified in the SOW.

ARTICLE 6. CONFIDENTIAL INFORMATION.

GBS acknowledges that in the course of performing Services, GBS will have access to and become familiar with various trade secrets and confidential information of CLIENT, and/or third parties who have provided such information to CLIENT, including, but not limited to, software, customer contracts, customer lists, customer prospect lists, invoices, customer requirements, sales procedures, research data, design data, marketing and pricing information and data, marketing plans, financial information of CLIENT and/or its customers, and other technical, marketing and/or business information and personal data relating to individuals (collectively, "**Confidential Information**"). GBS acknowledges that this Confidential Information gives CLIENT a competitive advantage in the industry. GBS agrees to not use in any way or disclose to any person or entity any such Confidential Information, either directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required in the course of performing Services under this Agreement. GBS will further take reasonable precautions and act in such a manner as to ensure against unauthorized disclosure or use of the Confidential Information, using at least the standard of care GBS uses to protect its own confidential information. Furthermore, GBS agrees to comply with all terms and conditions of the Business Associate Agreement, which is attached hereto as Exhibit B. Upon termination or expiration of this Agreement, or earlier if requested by CLIENT, GBS will deliver all such Confidential Information and any copies of the same to CLIENT. GBS acknowledges and agrees that CLIENT would suffer irreparable harm in the event the Confidential Information or any portion thereof was disclosed, copied or used in any manner

except as provided in this Agreement. Accordingly, in the event of a breach or threatened breach of the provisions of this Article 6, subject to the terms of this Agreement, GBS agrees that CLIENT will be entitled to pursue any and all remedies at law or in equity, including, but not limited to, a temporary restraining order or preliminary or permanent injunction, or the equivalent of the same, without requirement of a bond, to prevent disclosure, copying and/or use of the Confidential Information.

Additionally, CLIENT understands the importance of keeping the confidentiality of all Confidential Information which is provided by CLIENT to GBS under the terms of this Agreement, especially with respect to the information of its customers. CLIENT agrees to protect Confidential Information by implementing and using systems to protect against the unauthorized or impermissible disclosure of Confidential Information, including but not limited to taking measures to minimize the risk of cyber-attacks and data breaches where third parties may use and disclose Confidential Information. Furthermore, CLIENT agrees to comply with all terms and conditions of the Business Associate Agreement, which is attached hereto as Exhibit B.

ARTICLE 7. CLIENT'S OBLIGATION TO PROVIDE INFORMATION.

In order for GBS to execute its functions under a SOW, CLIENT agrees it is responsible to deliver to GBS accurate and complete information as described and defined in the applicable SOW. CLIENT will provide accurate and timely data to GBS and designate qualified contacts for approvals, change requests, and incident coordination. CLIENT is responsible for securing its own endpoints, network connectivity, and user credential management, and must promptly notify GBS of any suspected compromise of accounts used to access GBS systems. CLIENT acknowledges and agrees that failure of CLIENT to promptly supply the complete and accurate information described above or otherwise reasonably requested by GBS, will absolutely preclude GBS from fully and promptly performing its obligations under the applicable SOW, and GBS will not be liable for consequences, direct or indirect, in connection with the failure to timely supply complete and/or accurate information. CLIENT shall always have, during the term of this Agreement, the sole authority and responsibility for its health plans and health insurance and their operation, including the authority and responsibility for administering, construing and interpreting the provisions of such plans and making all determinations thereunder. CLIENT is considered the Plan Administrator and the Named Fiduciary of the plans for purposes of ERISA.

GBS will use ordinary care and due diligence in the exercise of its power and in the performance of its responsibilities. CLIENT ACKNOWLEDGES THAT THE PERFORMANCE OF SERVICES BY GBS DOES NOT AND IS NOT INTENDED TO MAKE GBS THE "PLAN ADMINISTRATOR," "PLAN SPONSOR," OR OTHER "FIDUCIARY" UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, OR COBRA LAW AS AMENDED OR OTHERWISE OF ANY PLAN, AND CLIENT WILL

NOT IDENTIFY OR REFER TO GBS OR ANY OF ITS AFFILIATES AS SUCH. GBS HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S). CLIENT agrees that this responsibility is and remains that of the CLIENT. GBS shall not be liable under this Agreement unless its actions are grossly negligent or in willful and wanton disregard of its explicit duties under this Agreement. If CLIENT chooses to utilize services that are provided by a third-party and not by GBS, CLIENT understands that the services performed by the third-party are outside the scope of this Agreement. CLIENT agrees that GBS is not responsible or liable for the actions of a third-party including their performance, outcome, or compliance with legal requirements. The parties further acknowledge and agree that GBS will not be deemed to be providing legal or tax advice to CLIENT as a result of the duties undertaken by GBS pursuant to this Agreement.

ARTICLE 8. INDEPENDENT CONTRACTOR STATUS.

It is understood and agreed that GBS will provide the Services under this Agreement on a professional basis and as an independent contractor and that during the performance of the Services under this Agreement, GBS will not be considered an employee of CLIENT within the meaning or the applications of any federal, county, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. GBS, and any of its employees, or contractors shall not be entitled to benefits that may be afforded from time to time to CLIENT's employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, CLIENT shall not be responsible for withholding or paying any taxes or social security on behalf of GBS, or any of its employees, or contractors.

ARTICLE 9. WARRANTIES AND REPRESENTATIONS.

GBS hereby represents, warrants and covenants to CLIENT that:

- A. GBS is not restricted in any way, by agreement or otherwise from entering into this Agreement and providing the Services, and that it has no interests or obligations, nor during the term hereof will it acquire any interests or obligations, which conflict with or hamper its ability to perform as required hereby.
- B. GBS will not breach any agreement or other obligation to keep in confidence or refrain from using, the confidential, proprietary, or trade secret information of a former employer, another client or any other person, and will not use any such information in connection with the Services.
- C. GBS will perform the Services in a professional manner and otherwise in accordance with the highest industry standards and all such work shall conform to the specifications and all other

requirements hereunder and under the SOW. GBS shall correct any error, defect or non-conformance at no additional cost to CLIENT. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

D. GBS will implement and maintain administrative, physical, and technical safeguards designed to protect Client Data in accordance with the SOC 2 Trust Services Criteria for Security, Availability, Confidentiality, and Privacy. GBS targets 99.9 % uptime for hosted systems, excluding scheduled maintenance windows not exceeding two (2) hours per calendar month.

E. GBS will notify CLIENT in writing of any confirmed Security Incident affecting Client Data not more than fifteen (15) calendar days after discovery and will provide remediation updates until resolution.

F. GBS warrants and represents that GBS shall comply with all applicable laws and professional obligations.

G. The parties agree that the foregoing representations, warranties, and covenants are material, made by GBS to induce CLIENT to enter into this Agreement, and relied upon by CLIENT in deciding to enter into this Agreement. The foregoing representations and warranties will survive expiration or termination of this Agreement for any reason.

ARTICLE 10. TRADEMARK, TRADE NAME, AND INTELLECTUAL PROPERTY.

This Agreement does not give either Party any ownership license rights or interest in the other Party's trade name, trademarks, or intellectual property. At the termination of this Agreement, each Party shall retain all rights, title, and interest to its own trade name, trademarks, and intellectual property rights it held at the time of the execution of this Agreement. Any and all software or applications used by GBS to perform the services shall remain the sole and exclusive property of GBS. Upon receipt of a written request from CLIENT, and to the extent that such data is transferable in a usable format, GBS shall provide CLIENT with a copy of any CLIENT data stored on such software or applications. Furthermore, to the extent that GBS uses or relies on CLIENT's software, applications, or licenses thereto, in order to perform the services required under this Agreement, CLIENT warrants and represents that it has all of the rights to any and all software or application, and that any licenses required in order to use such software or application is valid, in full force and effect, and that GBS is entitled to use the license without violating the rights of any third-party.

ARTICLE 11. INDEMNIFICATION/INSURANCE.

A. GBS, at its own expense, shall indemnify, defend and hold CLIENT, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits,

causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of GBS relating to the performance of this Agreement or from any breach of this Agreement by GBS. GBS, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

- B. CLIENT, at its own expense, shall indemnify, defend and hold GBS, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, Client's non-compliant business decisions regarding plans, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of CLIENT relating to the performance of this Agreement or from any breach of this Agreement by CLIENT, including, but not limited to, the failure of CLIENT to deliver to GBS complete and accurate information as described in Article 7 of this Agreement. CLIENT, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

- C. At all times during the Term of this Agreement, Each Party agrees to procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder, as well as the acts or omissions of a Party's agents, representatives, employees, or subcontractors. Specifically, each Party agrees to maintain cyber liability insurance with limits of not less than \$2,000,000 per claim or occurrence, and \$2,000,000 aggregate (the "Minimum Cyber Policy Limit"). Furthermore, GBS agrees to maintain an errors and omission insurance policies with a limit of not less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate (the "Minimum E&O Policy Limit").

ARTICLE 12. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE, OR BECOME LIABLE FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES FOR MATTERS ARISING OUT OF OR RELATED TO THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT

LIMITATION, THE MSA, SOW, OR BAA, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

EXCEPT FOR ANY AMOUNT RECOVERABLE BY GBS OR CLIENT PURSUANT TO THE TERMS OF THE INDEMNIFICATION (UNDER ARTICLE 11) OR CONFIDENTIALITY (UNDER ARTICLE 6) PROVISIONS OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF GBS TO CLIENT FOR ANY CAUSE OF ACTION OR CLAIM (WHETHER UNDER CONTRACT OR TORT) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THOSE UNDER THE MSA, SOW, OR BAA, SHALL BE LIMITED TO THE AMOUNT OF THE GREATER OF (I) THE AMOUNTS PAYABLE TO GBS DURING THE PERIOD OF TIME OF TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE BREACH; OR (II) THE AMOUNTS RECEIVED AND RETAINED BY GBS FROM ANY THIRD—PARTY FOR SERVICES RENDERED BY GBS UNDER THE TERMS OF THIS AGREEMENT. BOTH PARTIES AGREE THAT THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES TO BE PAID BY CLIENT HEREUNDER AND THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECT THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES, INCLUDING THE RISK THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE.

WITH RESPECT TO AMOUNTS RECOVERABLE FOR BY GBS OR CLIENT PURSUANT TO THE INDEMNIFICATION (UNDER ARTICLE 11) OR CONFIDENTIALITY (UNDER ARTICLE 6) PROVISIONS OF THIS AGREEMENT OR ANY CLAIM ARISING FROM OR RELATING TO A PARTY'S PROFESSIONAL SERVICES RENDERED OR DATA SECURITY OBLIGATIONS, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF GBS TO CLIENT OR CLIENT TO GBS FOR ANY CAUSE OF ACTION OR CLAIM (WHETHER UNDER CONTRACT OR TORT) SHALL BE LIMITED TO THE MINIMUM CYBER POLICY LIMIT OR E&O POLICY LIMIT (AS APPLICABLE) WHICH A PARTY IS REQUIRED TO MAINTAIN UNDER ARTICLE 11 OF THIS AGREEMENT.

ARTICLE 13. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement, including Exhibits A and B, represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or consulting agreements whether written or oral. Except as specifically provided for in this Agreement, in the event a SOW contains terms that attempt to modify the provisions of this Agreement, those terms shall be deemed to have no force or effect and are not binding on CLIENT. This Agreement cannot be modified, changed or amended, except for in writing signed by the Parties.

B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall

be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between GBS and CLIENT, and neither Party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

D. Assignment, Delegation and Subcontracting. Neither Party shall assign or delegate this Agreement or any rights, duties or obligations hereunder without the express written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto. Notwithstanding anything to the contrary herein, CLIENT may assign this Agreement to any affiliate without consent.

Notwithstanding the foregoing, GBS may subcontract a portion (but not all) of its rights or obligations under this Agreement to another person or entity, provided that (1) GBS shall have given CLIENT prior written notice of any proposed subcontract in sufficient detail and CLIENT shall not have objected to the subcontract on reasonable grounds within fourteen (14) days following receipt thereof, and (2) GBS remains fully responsible for the performance of any subcontracting hereunder.

E. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. Notices. Any notices, payments or statements to be provided under this Agreement will be sent to GBS and to CLIENT at the addresses provided in the Preamble to this Agreement or to such other address as one Party may from time to time designate in writing to the other. Any notice required to be made or given to either Party hereto will be made by personal delivery, confirmed facsimile, overnight courier with traceable delivery, certified or registered mail, return receipt requested, postage prepaid.

G. Governing Law/Legal Disputes. This Agreement and any dispute arising out of or in connection with or related to this Agreement ("Dispute") will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the State of Utah, United States of America, without giving effect to conflicts of law principles thereof. The jurisdiction and venue of any proceeding involving any Dispute shall

be the federal or state courts located in Salt Lake County, Utah. Each Party irrevocably submits itself to the jurisdiction and forum identified herein for the purposes of resolving Dispute(s) arising out of or relating to the terms of this Agreement.

H. Laws and Regulations. GBS shall comply with all applicable laws and governmental regulations. GBS is not expected or authorized to take any action in the name of or otherwise on behalf, of CLIENT which would violate applicable laws or governmental regulations.

I. Paragraph Headings. The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

J. Injunctive Relief. Each of the Parties acknowledges that any dispute or material breach of this Agreement may cause the other Party immediate and irreparable injury not adequately compensable in damages alone. Therefore, the provisions of this dispute resolution section shall not preclude either Party from seeking immediate preliminary, temporary or permanent injunctive relief in addition to liquidated damages and all other available remedies in law or in equity without the need to first exhaust the dispute escalation procedures set forth therein.

IN WITNESS WHEREOF, undersigned authorized representatives of the Parties have executed and made this Agreement to be effective as of the Effective Date.

GBS

Name: **Matt Kiisel**

Title: **Chief Operating Officer**

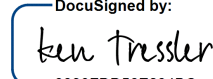
Signature: 

Date: 5/6/2026

CLIENT

Name: Ken Tressler

Title: Director of Administrative Services

Signature: 

Date: 5/6/2026

EXHIBIT A: STATEMENT OF WORK

This Statement of Work is entered into as of 4/1/2026 ("Effective Date") by and between GBS Benefits, Inc., a Utah corporation (hereinafter referred to as "GBS"), located at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84115, and CLIENT, City of Cumberland, located at 57 N liberty St, Cumberland, MD 21502 pursuant to that certain GBS Master Services Agreement by and between GBS and Client (the "Agreement"). This Statement of Work is incorporated into the Agreement by reference. Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

DESCRIPTION OF SERVICES:

Consulting Services, including the following:

1. Provide the Client with insurance consulting services concerning cost, benefits provided, and contracts with insurance carriers in connection with the plan or program.
2. GBS shall provide insurance and employee benefits consulting services to the Client, including analysis of plan costs, benefit structures, and contractual arrangements with insurance carriers and vendors, and shall recommend modifications to the Client's benefit programs based on the Client's stated objectives.
3. GBS shall prepare and deliver periodic reports, as reasonably agreed upon by the Parties, addressing plan performance, including trends, utilization, financial experience, and cost drivers, and shall provide strategic recommendations for cost containment and plan optimization.
4. GBS shall assist the Client in the marketing and procurement of insurance and related benefit products, including preparation of specifications, development and management of requests for proposals (RFPs), evaluation of vendor responses, and presentation of recommendations for the Client's review and selection.
5. GBS shall negotiate with insurance carriers and vendors on behalf of the Client, including renewal rate negotiations, benefit terms, and contractual provisions, and shall assist the Client in obtaining rate estimates and final renewal terms for evaluation and decision-making.
6. GBS shall serve as an intermediary between the Client and insurance carriers and vendors, assisting with carrier performance management, contract compliance, and resolution of disputes, including support for escalated claims and administrative issues.
7. GBS shall review and provide guidance on plan-related documents, including contracts, agreements, and summary plan descriptions (SPDs), to support accuracy, consistency, and alignment with the Client's benefit strategy.

8. GBS shall provide ongoing consultation regarding benefit plan design, including health and wellness program strategy, population health initiatives, and employee engagement approaches intended to improve outcomes and manage long-term costs.
9. GBS shall provide data analytics and population health consulting services, including claims analysis, identification of high-cost drivers, pharmacy and clinical program evaluation, and development of strategies to improve plan performance and employee health outcomes.
10. GBS shall support the Client's employee communication and enrollment efforts, including open enrollment strategy, employee education, and ongoing communication resources designed to improve understanding and participation in the benefit programs.
11. GBS shall provide access to educational content, industry insights, and training resources, including seminars, webinars, and written materials, to support the Client's awareness of market trends, regulatory developments, and best practices.
12. GBS shall provide administrative and human resources support related to employee benefits, including assistance with enrollment issues, employee inquiries, vendor coordination, and access to benefits administration technology and tools, as applicable.
13. GBS shall provide guidance and support related to applicable laws and regulations, including but not limited to the Affordable Care Act (ACA), ERISA, COBRA, HIPAA, Section 125, and Health Savings Accounts, and shall assist the Client in maintaining compliance-related processes and documentation.
14. GBS shall provide COBRA-related administrative support, including implementation, notification processes, and ongoing coordination, as applicable to the Client's benefit programs.
15. GBS shall assist in the design, implementation, and management of ancillary and voluntary benefit programs, including life, disability, and supplemental coverages.
16. GBS shall perform such additional services as may be included in the Client's request for proposal (RFP) or as may be mutually agreed upon by the Parties in writing, provided such services are not otherwise excluded under this Agreement.

Compensation:

For services performed pursuant to this SOW, the Consultant will be compensated by the Client as follows in 12 monthly payments:

Consulting Fee (yearly): \$84k

The parties have executed this Statement of Work below to indicate their acceptance of its terms.

GBS Benefits, Inc., a Utah corporation

GBS

Name: **Matt Kiisel**

Title: **Chief Operating Officer**

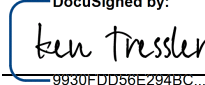
Signature: 

Date: 5/6/2026

CLIENT

Name: Ken Tressler

Title: Director of Administrative Services

Signature: 
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Date: 5/6/2026

Certificate Of Completion

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Envelopeld Stamping: Enabled

Cedar City, UT 84720

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alex.hansen@gbsbenefits.com

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Signer Events

Ken Tressler

ken.tressler@cumberlandmd.gov

Mayor and City Council of Cumberland

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Signature

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Signature Adoption: Pre-selected Style

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Signed: 5/6/2026 2:12:23 PM

Electronic Record and Signature Disclosure:

Accepted: 5/6/2026 2:11:37 PM

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In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Alex Hansen

alex.hansen@gbsbenefits.com

Security Level: Email, Account Authentication (None)

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Witness Events

Signature

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Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/6/2026 1:44:06 PM

Certified Delivered

Security Checked

5/6/2026 2:11:37 PM

Signing Complete

Security Checked

5/6/2026 2:12:23 PM

Completed

Security Checked

5/6/2026 2:12:23 PM

Payment Events

Status

Timestamps

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact LEAVITT GROUP ENTERPRISES:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at leavitt@leavittgroup.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from LEAVITT GROUP ENTERPRISES

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to leavitt@leavittgroup.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with LEAVITT GROUP ENTERPRISES

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to chris-campbell@leavitt.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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