



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: December 16, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Presentations

- [1.](#) Recognition of the Promotion of Sgt. Barry Fickes to Lieutenant and Sgt. Jason McCoy to Lieutenant

Director's Reports

(A) Administrative Services

- [1.](#) Administrative Services Monthly Report for November 2025

(B) Public Works

- [1.](#) Maintenance Division Monthly Report for November 2025

(C) Fire

- [1.](#) Fire Department Monthly Report for November 2025

(D) Police

- [1.](#) Police Department Monthly Report for November 2025

(E) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Water/Sewer Monthly Reports for November 2025

Approval of Minutes

- [1.](#) Approving the Open Work Session Minutes and the Regular Session Minutes of December 2, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 4031 (*2nd and 3rd readings*) - authorizing the transfer of Walnut Island to Sheila Brant for the purchase price of \$15,032
- [2.](#) Ordinance 4032 (*2nd and 3rd readings*) - authorizing the transfer of 10 E. Fourth Street to Nelson Rivera for \$1,500
- [3.](#) Ordinance 4033 (*2nd and 3rd readings*) - authorizing the transfer of 26 E. Industrial Blvd. to Jonathan Pressman for the purchase price of \$7,500
- [4.](#) Ordinance 4034 (*2nd and 3rd readings*) - authorizing the transfer of 112 Springdale Street to BAM Realty LLC for the purchase price of \$1,113
- [5.](#) Ordinance 4035 (*2nd and 3rd readings*) - authorizing the transfer of 215 Knox Street and 217 Knox Street to Covenant Keeper, Inc. for the purchase price of \$2,000
- [6.](#) Ordinance 4036 (*2nd and 3rd readings*) - authorizing the transfer of 222 N. Lee Street to Bruce D. Carter for the purchase price of \$750
- [7.](#) Ordinance 4037 (*2nd and 3rd readings*) - authorizing the transfer of 840 Gephart Drive to Phillips, Edwards and Grace, LLC for the purchase price of \$5,286

New Business

(A) Ordinances

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

(B) Orders (Consent Agenda)

- [1.](#) Order 27,912 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Daniel Malamis (DBA Cafe' Mark) for the use of the public right of way immediately in front of and adjacent to the property for a term effective November 1, 2025 through October 31, 2026
- [2.](#) Order 27,913 - approving the purchase from Target Solutions Learning, LLC for the Vector Solutions management platform in the amount not to exceed \$12,635 for use by

the Cumberland Fire Department for training, compliance and documentation management

- [3.](#) Order 27,914 - rescinding the bid from Isniqui Nokshiqi for a 2010 GMC Sierra 1500 from the “2025 Sale of Surplus Equipment on GovDeals”, originally authorized by Order No. 27,886, due to non-compliance with bid procedures; and accepting the bid of Barbara Shaffer for said vehicle
- [4.](#) Order 27,915 - authorizing the execution of an Operating Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD’s provision of an amount not to exceed \$20,000 in grant funds to be used for consulting services for a Real Estate Development Plan to assist with downtown Cumberland’s Revitalization Strategy, and authorizing the Comptroller to accept these funds
- [5.](#) Order 27,916 - approving budget appropriations and transfers for fiscal year 2024-2025
- [6.](#) Order 27,917 - authorizing the execution of the FY26 ENOUGH Grant Program agreement with the Maryland Governor’s Office for Children for a total amount not to exceed \$210,000 in grant funds to the City of Cumberland, in partnership with the Local Management Board of Allegany County, Inc., for the period November 1, 2025 through September 30, 2027; and authorizing the Comptroller to accept these funds
- [7.](#) Order 27,918 - accepting the proposal from Micro-Tech Designs to perform PLC Replacement at the Water Reclamation Facility, including materials and labor for the GBT Panel and Dewatering Building Panel at a cost not to exceed \$66,186
- [8.](#) Order 27,919 - declaring real property known as 6 Oldtown Road as surplus property to be offered for sale
- [9.](#) Order 27,920 - adopting the 2024 Cumberland Planning and Commission Annual Report
- [10.](#) Order 27,921 - authorizing Special Taxing District residential exemption for 55 Baltimore Street in the amount of \$353.14
- [11.](#) Order 27,922 - authorizing the abatement of City Real Property taxes and interest for the properties at 301 E. Oldtown Rd., 229 Columbia St., 413 Broadway St., and 404 Chestnut St.
- [12.](#) Order 27,923 - authorizing the execution of an Interconnection Agreement by and between the Mayor and City Council of Cumberland and Centrica Business Solutions Services, Inc., relative to the installation of a small generator facility with EDC's Electric Distribution System to be used for Level 2,3 and 4 interconnection requests as set forth in the Maryland Standard Small Generator Interconnection Rule
- [13.](#) Order 27,924 - authorizing the Mayor or City Administrator to execute a Capital Projects Grant Agreement between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works, to provide funding for the “Evitts Creek Phase IV Project” (City Project 06-08-S) in the amount not to exceed \$500,000
- [14.](#) Order 27,925 - authorizing the City Administrator to increase staffing at the Water Reclamation Facility for FY26 with the hiring of 2 additional Operators-in-Training,

bringing the number to 11 operators as the City will assume operations at the Heat Drying Facility and discontinue operations with the use of a third-party vendor

- [15.](#) Order 27,926 - authorizing the acceptance of a FY26 Program Open Space Local Share Grant, administered by the Maryland Department of Natural Resources Board of Public Works, in the amount of \$225,000 for restoration of the Fairmont Avenue Playground
- [16.](#) Order 27,927 - accepting the proposal from Downtown Redevelopment Services for a Real Estate Development Plan to include market and demographic analysis, Downtown property assessment and programming and Redevelopment concepts and final plan in the amount not to exceed \$20,000 utilizing previously awarded grant funding from a Technical Assistance Grant Program through the Maryland Department of Housing and Community Development
- [17.](#) Order 27,928 - granting a 90 day extension on the Fourth Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally approved on May 6, 2025 by Order 27,704, which is believed to be in the best interests of the City

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

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

Council Agenda Summary

Meeting Date: December 2, 2025

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

Item Title: Promotion to Lieutenant

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

Recognition of the promotion of Sgt. Barry Fickes to Lieutenant.

Recognition of the promotion of Sgt. Jason McCoy to Lieutenant.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Administrative Services Monthly Report for November 2025



Administrative Services Monthly Report for November, 2025

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Information Technology Department

November 2025

Johnna Byers, Director

Statistics

173 new help desk requests
80 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Coordinate Parking System replacement project
- Assist with police mobile data terminal issues
- Assist with body camera issues including new unit evaluations
- Continue updating PCs to Windows 11 from Windows 10
- Continue evaluating alternatives to VMWare for virtual servers
- Create new access cards for city staff

Cumberland Main Street Report

November 2025

Melinda Kelleher, Main Street Manager

Cumberland Main Street Update – December 16, 2025

Meetings/Presentations

- Ribbon Cutting for Lily Books & Café on December 5.
- Canal Towns Partnership Meeting in Shepherdstown on December 10.
- Presentation on downtown progress and development/new businesses to ACM Lifelong Learning Class on November 20.
- Chamber of Commerce Annual Meeting on December 4.
- Chamber of Commerce Holiday Reception on December 11.
- Planning call for Maryland 250 Celebration on December 9.

Main Street Meetings/Training

- Main Street Maryland America Small Business HUB virtual tour on November 19.
- Meeting with Brunswick Main Street Director regarding organization structure and fundraising.

Projects

Virginia Avenue

- Follow-up calls to building owners that have expressed interest in applying for façade grants and local tax credits.

Main Street Cumberland

- Finalized the new Cumberland Main Street logo.
- Main Street Technology Grant (\$20,000) approval and acceptance from Mayor and City Council. Overseeing approval of consultant contract. Overseeing approval of TAG Grant agreement.
- Meetings with potential new Cumberland Main Street board members (4 meetings).
- Completed Project Restore final report for 74 Baltimore Street. Working on report for 41 Baltimore Street.
- Began work on the 2025 Accreditation application (due January 28, 2026).
- Met with Taylor Layton about the 2025 Cumberland Main Street Annual Report (due mid-January).
- Submitted \$50,000 grant request to T Mobile Hometown Grants program to support new parking wayfinding signs for downtown.
- Hand-delivered Shop Small Saturday marketing supplies to downtown businesses.

Parks and Recreation

November 2025

Ryan Mackey, Director

Field Usage:

- **Football Practice – Youth League:** Youth league teams held practices at Bowers Field
- This concludes all field usage for the season. Facilities at the sports complex and all other ball fields have been fully winterized by the maintenance team.
- The **seasonal employee at the Mason Complex completed duties for the year**, leaving no seasonal employees on staff at this time.

Meetings attended:

- November Recreation Advisory Board Meeting
- Special Events Committee Meetings (2)
- Shade Tree Commission Meeting

Facility Rentals

- All are closed for the season for rental use. Activities Building is still available.

Upcoming:

- December Recreation Advisory Board Meeting – **December 1, 2025**
- New Year's Eve Fireworks
- Planning for **2026 Spring/Summer programs**, activities, and seasonal staffing
- Gathering fireworks quotes for **July 4, 2026**
- Responding to Letters to Santa
- After School Program visit to City Hall for children to meet Santa

Community Development Report

November 2025

Kevin Thacker, Code Compliance Manager

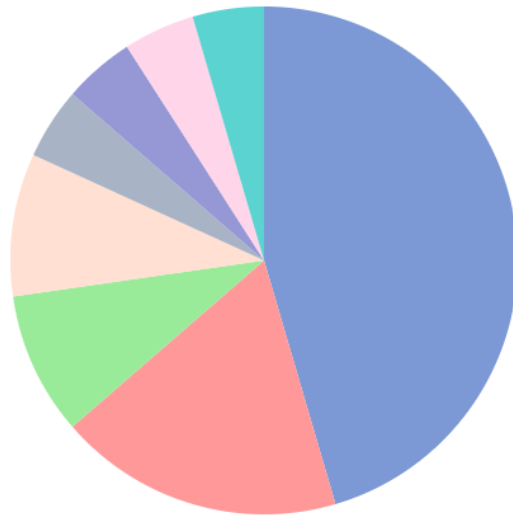
Noted Activity:

- 975 Kelly RD – Tenant expansion, estimated value is \$1,500,000.00.
- 8 Surplus properties sold for a total of \$33,181.00 and included:
 - 26 E Industrial BLV
 - 112 Springdale ST
 - Walnut Island
 - 215 Knox ST
 - 217 Knox ST
 - 10 E Fourth ST
 - 222 Lee ST
 - 840 Gephart ST

Code Enforcement Activity:

29 new cases received – 14 of those are still open
22 violations were found
15 cases have been resolved

Open Date From: 11/01/2025
Open Date To: 11/30/2025



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	10	45.5%
	Duties of owner and operator	4	18.2%
	Cutting of weeds	2	9.1%
	Licensing of rental dwelling units	2	9.1%
	Order to vacate	1	4.5%
	Registration of agents	1	4.5%
	Standards for good repair and safe condition	1	4.5%
	Keeping of livestock prohibited; exceptions	1	4.5%

Permits/Reviews & Rental Licenses:

48 Total Permits/Reviews were issued
51 Rental Inspections were completed

Building

Residential 2
Commercial 2

Miscellaneous

Residential 1
Commercial 1

Occupancy

Residential 3
Commercial 5

Signage

Residential 0
Commercial 7

Electrical

Residential 2
Commercial 3

Plumbing

Residential 1
Commercial 1

Utility

Residential 3
Commercial 0

Demolition

Residential 1
Commercial 2

Public ROW	Rental Licenses	Rental Inspections
Issued..... 10	Issued..... 18	Passed44
		Failed7
Plans, Reviews, Amendments and Appeals (ZA, RPR, SR, ZMA, ZTA, SRA)	Certificates of Appropriateness	
(Type) Issued	Issued..... 5	
	Request for Change/Amendment	
	Issued..... 2	

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$10,131.00
Miscellaneous Permits.....	15.00
Occupancy Permits.....	195.00
Sign Permits	243.26
Utility Permits	.00
Plan reviews, Amendments & appeals	.00
Zoning Classification Détermination (info request).....	0.00
Municipal Infractions (citations)	0.00
Certificates of Appropriateness (COA-ROA)	152.00
Rental Licenses (new & renewal).....	1,100.00
Paid Rental Inspection Requests	0.00
TOTAL	\$11,836.26

Demolition Bonds Collected \$0.00

COMMUNITY DEVELOPMENT PROGRAMS:

Lee Borrer, Senior Community Development Specialist

Community Development Block Grant Program - Completed 10 Environmental Review Records (ERR) for the 2025 Public Service projects and continued the ERR for the Allegany Museum rehabilitation project, held 3 Mandatory Sub Recipient Contract meetings for 10 projects with 6 agencies. The 2025 Annual Action Plan approved activities are now underway serving citizens of Cumberland. Performed a site inspection and met to discuss contract requirements for the Allegany Museum rehab. Staff attended housing meetings collaborating with the ENOUGH program, ACDSS, HRDC and Community Development Department staff. CDBG funds will be re-allocated when reports from the Engineering Dept are received regarding funding needs for shovel ready projects pending proposals and cost analysis.

Conducted Human Relations Commission vacancy interviews and provided recommendations. Facilitated two small seminars for Fair Housing at HRDC with Maryland DHCD -Tenant Bill of Rights (tenant perspective) and Tenant Right to First Refusal (landlord perspective). Facilitated the regular HRC meeting and the Annual Fair Housing Event committee meetings.

Community Development Block Grant Program	November 2025 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
2022 Const Pk (amended)	2022	\$167.04		
2022 Grant Totals	2022	\$167.04	\$0.00	\$0.00
2023 Const Pk (amended)		\$42,231.28	\$0.00	
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	\$0.00	\$330,000.00
Alleg Youth Enrichment Youth Center Rehab	2024	\$24,000.00	\$0.00	\$24,000.00
Admin	2024	\$113,818.00	\$107,095.00	\$6,723.00
IC	2024	\$15,182.00	\$8,370.00	\$6,812.00
FH	2024	\$11,000.00	\$10,360.24	\$639.76
ACDSS Emerg Rental Assistance	2024	\$10,000.00	\$9,326.70	\$673.30
ACDSS Emerg Sewer/Trash Assistance	2024	\$10,000.00	\$10,000.00	\$0.00
SOAR Program	2024	\$26,500.00	\$26,500.00	\$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	\$76,933.32	\$0.00	\$76,933.32
Const Pk ADA Parking Lot Grove 4	2024	\$165,000.00	\$0.00	\$165,000.00
2024 Grant Totals		\$787,393.32	\$176,603.90	\$610,789.42
City Infrastructure: Oldtown Rd sidewalks	2025	\$278,221.00		\$278,221.00
Allegany Museum Non Res Hist Preservation	2025	\$249,040.00		\$249,040.00
Admin	2025	\$111,374.00		\$111,374.00
IC	2025	\$15,182.00		\$15,182.00
FH	2025	\$13,444.00		\$13,444.00
ACDSS Rental Assist	2025	\$14,000.00		\$14,000.00
ACDSS Utility Assist	2025	\$14,000.00		\$14,000.00
SOAR Program	2025	\$20,000.00		\$20,000.00
FCRC Shelter Operating Cost	2025	\$18,000.00		\$18,000.00
FCRC Domestic Violence Services	2025	\$18,000.00		\$18,000.00
Targeted Foot and Bike Patrol	2025	\$4,960.00		\$4,960.00
YMCA Food	2025	\$8,000.00		\$8,000.00
CEDC Cumberland Rideshare Program	2025	\$12,000.00		\$12,000.00
HRDC Closing Cost Grant	2025	\$10,000.00		\$10,000.00
2025 Grant Totals		\$786,221.00	\$0.00	\$786,221.00
			Total All Yrs	\$1,475,010.42
November 2025 CDBG Report				

Historic Planning/Preservation

November 2025

Ruth Davis-Rogers

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

Historic Preservation Commission Meeting (HPC)

- Conducted Historic Preservation Commission Meeting November 12th
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

Meetings & Events

- Virtual Mtg. on Dumbhundred Historic District
- Attended ALLCON Meeting
- Attended River Park Meeting

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan
- Roof Replacement Program
- Choose Cumberland Relocation Package
- Mid-town Façade Grant
- Downtown NR Update
- DHCD Revitalization Funding Projects
- Participated in ICMA Grant Requirements
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions and processed paperwork (as needed) regarding tax incentives from both current and potential building owners.

Human Resources

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

- Time & Attendance System

- * Helped answer questions and fix minor issues

- * Relayed complex issues from Pay Clerks to Support Staff

- 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
- Employee Disciplinary Meetings
- Longevity Pay Reports
- Payroll & Position Promotions, Shift Transfers
- New Hire Interviews Conducted for Community Development
- Continued support of prescription drug carrier – answered and relayed questions between employees & Liviniti
- Insurance Invoicing
- Bi-Annual Workers' Compensation Claims Review Meeting Held w/ PMA
- Hiring & Onboarding of New Employee
- AFSCME Reporting
- UFCW Reporting
- Scheduled Employee Physicals
- Coordinated Employee Interviews w/ City's Legal Representation
- Final Pays
- Police Testing
- Personnel Department Meetings
- Gathered information & documents related to employment issues & uploaded documents to proper authorities

	30-Nov
Open positions	5
New Hires	1
Retirements	0
Resignations	2
Terminations	4
FMLA	2
Workers Comp	1
Elected Officials	5
FT Employees	256
PT Employees	14
Contractual Employees	5

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

Cash Flow:

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

On November 1, 2025, the City had a cash balance of \$20.0 million (\$19.0 million invested in a value money market program and \$1.0 million participating in a sweep program at First United Bank). Expenditures exceeded receipts by \$540 thousand resulting in a cash balance of \$19.5 million at November 30, 2025 (\$19.1 million invested in a value money market program and \$400 thousand participating in a sweep program at First United Bank).

As of November 30, 2025, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 4,488,933
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2026	\$ 3,451,035	\$ 100,764	\$ -	323,905	\$ -	\$ 3,227,894
FY 2025	751,048	-	-	16,185	-	734,863
FY 2024	307,845	-	-	2,327	-	305,518
FY 2023	58,247	-	-	-	-	58,247
FY 2022	45,040	-	-	-	-	45,040
FY 2021	28,384	-	-	-	-	28,384
FY 2020	39,087	-	-	-	-	39,087
FY 2019	8,545	-	-	-	-	8,545
FY 2018	9,171	-	-	-	-	9,171
FY 2017	7,492	-	-	-	-	7,492
FY 2016	6,820	-	-	-	-	6,820
FY 2015	5,811	-	-	-	-	5,811
FY 2014	4,357	-	-	-	-	4,357
Prior FY's	7,704	-	-	-	-	7,704
	\$ 4,730,586	\$ 100,764	\$ -	\$ 342,417	\$ -	\$ 4,488,933

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

Real property (non-owner occupied)	\$ 1,382,616
Personal Property	419,731
Real Property (semiannual payments)	1,425,547
Real Property (Half Year)	-
	<u>\$3,227,894</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		
November 30, 2025		
	Cash	Investments
Beginning Balance	\$ 19,946,947	\$ 12,004,600
Add:		
Cash Receipts	9,740,359	41,895
Investment Transfer	-	-
Less:		
Disbursements	10,280,205	-
Investment Transfer	-	-
Ending Balance	\$ 19,407,101	\$ 12,046,495
Restricted	\$ 1,919,897	\$ -

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

Restricted Cash				
	11/1/2025	Increase	Utilization	11/30/2025
Police Seizures	\$ 71,912	\$ -	\$ -	\$ 71,912
Fire Department Donation	2,200	-	-	2,200
Bowers Trust	66,035	242	-	66,277
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
Capital Projects	1,413,286	5,208	-	1,418,494
Demolition & Fiscal Agent Bonds	60,163	82	473	59,772
	\$ 1,914,838	\$ 5,532	\$ 473	\$ 1,919,897

Increases to Capital Projects and Bowers Trust are interest earnings.

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

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

National Opioid Settlement is 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				
	11/1/2025	Increase	Utilization	11/30/2025
CDA 2021	152,378	-	152,378	-
CDA 2023	782,545	-	171,317	611,228
CDA 2024	525,739	-	50,351	475,388
CDA 2025	3,304,409	-	1,169,948	2,134,461
	\$ 4,765,071	\$ -	\$ 1,543,994	\$ 3,221,077

CSO Projects				
	11/1/2025	Increase	Utilization	11/30/2025
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 77,546,603	\$ -	\$ -	\$ 77,546,603

CDA 2021 \$152K utilization includes \$84K toward Baltimore Street Bridge and \$68K toward street paving. CDA 2023 \$171K utilization includes \$110K for a Water Distribution tool body truck and \$61K toward the Wastewater Treatment Plant (WWTP) Clearwell roofing. CDA 2024 \$50K utilization is for a portion of the WWTP Clearwell roofing. CDA 2025 \$1.2M utilization includes \$898K for a fire truck, \$241K for street paving, \$21K toward the WWTP Clearwell roofing, and \$10K toward the Bedford Road watermain.

Remaining CDA 2023 funds consist primarily of a 5-ton dump truck (\$64K), water filtration building design (\$466K), 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 (\$160K), WWTP roof replacements (\$179K), watermain replacements (\$110K), hydrants and cross connections (\$293K), paving and concrete repair (\$703K), storage building (\$150K), garage entry software and equipment (\$59K), and SCADA improvements (\$101K).

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million being forgivable. Phase 3 is on hold pending CSX granting site access. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY27 or FY28. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million being forgivable.

Jeffrey F. Silka
City Administrator

slb

File Attachments for Item:

. Maintenance Division Monthly Report for November 2025

MAINTENANCE DIVISION REPORT NOVEMBER 2025

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- Potholes and Citizen Reports
 - 35 Service Requests Completed
 - 22 Streets and 3 Alleys Repaired
- Street Maintenance and Utility Work
 - Asphalt Utility work being completed for season
- Tree Removal and Pruning (Arborist)
 - 11 hazard trees were removed
 - 21 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 18 tree complaints and tree issues
- Street Cleaning Operations
 - New Street Sweeper Delivered
 - Current sweeper is in operation on normal schedule
- Sign Work
 - 35 Traffic Control Signs Repaired / Installed
 - 8 Street Name Signs Repaired / Installed
 - 8 Handicap Signs Repaired / Replaced
 - 4 Handicap Signs Removed / Installed
- Parks & Rec
 - Park Facilities winterized for the season
 - Begin Winter Clean-up

Fleet Maintenance Monthly Report - Page 1

November 2025

Departments	Count of Maintenance Type
Central Services	1
PM - Oil Change	1
Community Development	1
General Repair	1
Engineering	1
PM - Oil Change	1
Fire	5
Diagnostics	2
Fluid Leak	2
PM - Oil Change	1
Fleet Maintenance	2
Diagnostics	1
PM - Oil Change	1
Flood	1
Fluid Leak	1
Parks and Rec	2
Snow Removal	2
Police	9
Battery	1
Brakes	2
Exhaust	1
PM - Oil Change	5
Sewer	4
Lights and Electrical	1
PM - Oil Change	2
Snow Removal	1
Street	10
Brakes	1
Diagnostics	2
No Start	1
PM - Oil Change	3
Snow Removal	1
Welding and Fabrication	2

Fleet Maintenance Monthly Report – Page 2

November 2025

Water Distribution	7
Fluid Leak	1
No Start	1
PM - Oil Change	2
Snow Removal	1
Tires/Tire Repair	1
Welding and Fabrication	1
WFP	2
Tires/Tire Repair	2
Grand Total	45

**CENTRAL SERVICES
MONTHLY REPORT
NOVEMBER 2025**

- **City Hall**: Installed carpet on second floor. Delivered Christmas decorations to City Hall from PSB storage. Caulked and painted around the windows that we replaced the wood trim on. Decorated City Hall.
- **Municipal Service Center**: Repaired door closure on the North West main door.
- **Public Safety Building**: Painted the Police Chief's office on 2nd floor. Installed data cable on 3rd floor, back in the old AT&T office. Assembled chairs for the police Chief's office. Power outage at PSB from 8 am to noon, made sure generator was running and power was on. Fixed lights in Engineering office for John DeVault's. Load tested the generator. Checked on garage door #6 that they said had a frayed cable. Unclogged middle floor drain in the police garage. Fixed lights in the new engineering offices. Fixed the iPad lock box in lobby for IT. Toilet leaks from the top of pipe when flushed 2nd floor police side. Met OHD at PSB Fire Department to replace frayed cables on door 5 and 6. Repaired door handle on the bathroom on the first-floor police hallway going to the garage. Women's locker room 2nd floor police side – repaired shower leak. Helped with the Engineering C3I move on 3rd floor. Moved package from out front to 2nd floor IT room. Water was leaking from an unknown area onto the floor and into the Communications Room Fire Department. Urinal is running constantly, replaced diaphragm. Removed or unhooked some of the lights above the desk in Amy Baker's new office in Engineering (Matt's old office). Dishwasher in the Fire Dept. kitchen stopped while washing dinner dishes and covered the floor with soap suds. Tried to restart the dishwasher and it will not operate, indicating the cycle is complete and will not restart.
- **Fire Stations #2**: Checked on the boiler and garage door. Repaired toilet in upstairs bathroom.
- **Downtown Area & Mall**: Christmas Lights on Baltimore St., Liberty St., and Centre St. Decorated the Christmas Tree on Baltimore St. Tree plugged into base and tested the breakers. Set up stage on Liberty St for tree lighting event.

- **Parks:** Checked on the power to outlets at George Washington HQ for Dave LBC. Checked on power to an outlet at the Times News parklet for LBC. Put handicap chair away, umbrella and checked on slide flow meter at the park pool.
- **Traffic and Street Lights:** Reported 6 street lights to the power company for repair. Replaced 2 burned out yellow traffic lights on Green St. Put traffic lights in flash at Baltimore St. and Mechanic St. for Belt. Replaced 2 burned out traffic lights at Valley St. and Henderson Ave. intersection. Put traffic light in flash for after Homecoming event. Wind spun traffic head the wrong direction and check all intersection because of the high wind.
- **Other areas:** Checked the lights on the Viaduct, said 2 not working. Turned power on for the camera trailer moved to upper Baltimore St. Checked to see if elevator is working at CCPG. Hung the Virginia Ave. Christmas lights. Removed gutter for safety reasons at 112 Springdale St.
- Received 66 work orders in November
- Completed 59 work orders November
- Monthly Safety Meeting – November 14, 2025
- PMs on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

. Fire Department Monthly Report for November 2025

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

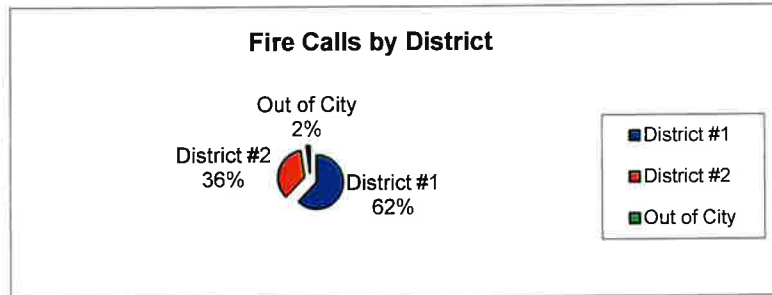
Cumberland Fire Department Responded to 183 Calls in November 2025

Responses by District:

District #1	114
District #2	65
Out of City	4
	<u>183</u>

Additional Alarms: 1

Number of Alarms: 183



Calls Answered Below:

Property Use:

Public Assembly	6
Educational	3
Institutional	19
Residential	98
Stores and Offices	11
Storage	1
Manufacturing	0
Industrial/Utility	5
Special Properties	40
	<u>183</u>

Type of Situation:

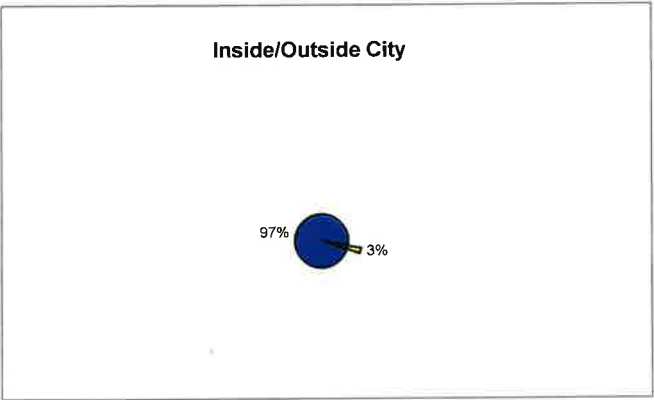
Fire or Explosion	13
Overpressure, Rupture	0
Rescue Calls	102
Hazardous Conditions	11
Service Calls	5
Severe Weather	5
Good Intent Calls	27
Other	0
False Calls	20
	<u>183</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in November 2025:	\$1,800.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid FY to Date:	\$5,785.00
Total Fire Service Fees for Fire Calls Paid in November 2025:	\$690.04
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$725.00
All Fire Service Fees Paid in Fiscal Year 2026:	\$4,575.00

Total Fire Service Fees for Inspections and Permits Billed in November 2025:	\$325.00
Total Fire Service Fees for Inspections and Permits Paid in November 2025:	\$100.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,200.00

Cumberland Fire Department Responded to 510 Ambulance Calls in November 2025

In City Calls	493
Out of City Calls	17
Total	510



Total Ambulance Fees Billed by
Medical Claim-Aid in November 2025: \$180,230.84

Ambulance Fees Billed in FY2025: \$2,110,926.67
Ambulance Fees Billed FY2026 to Date: \$840,643.85

Ambulance Fees Paid
Ambulance Fees Paid in November 2025: \$97,788.33
Ambulance Fees Paid in FY 2026: \$403,048.76
(Includes all ambulance fees current and previous fiscal years)

Cumberland Fire Department Responded to 2 Medic Assist Calls

2 Medic Assist Calls in Allegany County
0 Medic Assist Calls outside of Allegany County
2

Corriganville VFD	1
LaVale VFD	1
	2

Cumberland Fire Department Responded to 15 Mutual Aid Calls

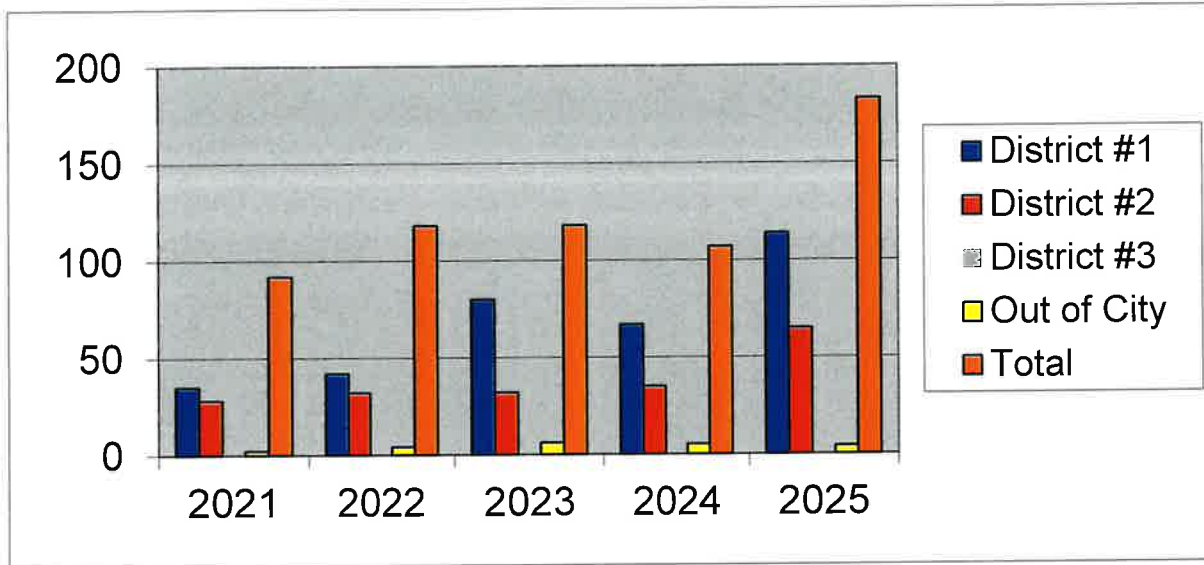
11 Mutual Aid calls within Allegany County
4 Mutual Aid calls outside of Allegany County
15

Allegany County DES	4
Lavale VFD	1
Cresaptown VFD	3
Flintstone VFD	3
	<u>11</u>

Ridgeley, WV VFD	4
	<u>4</u>

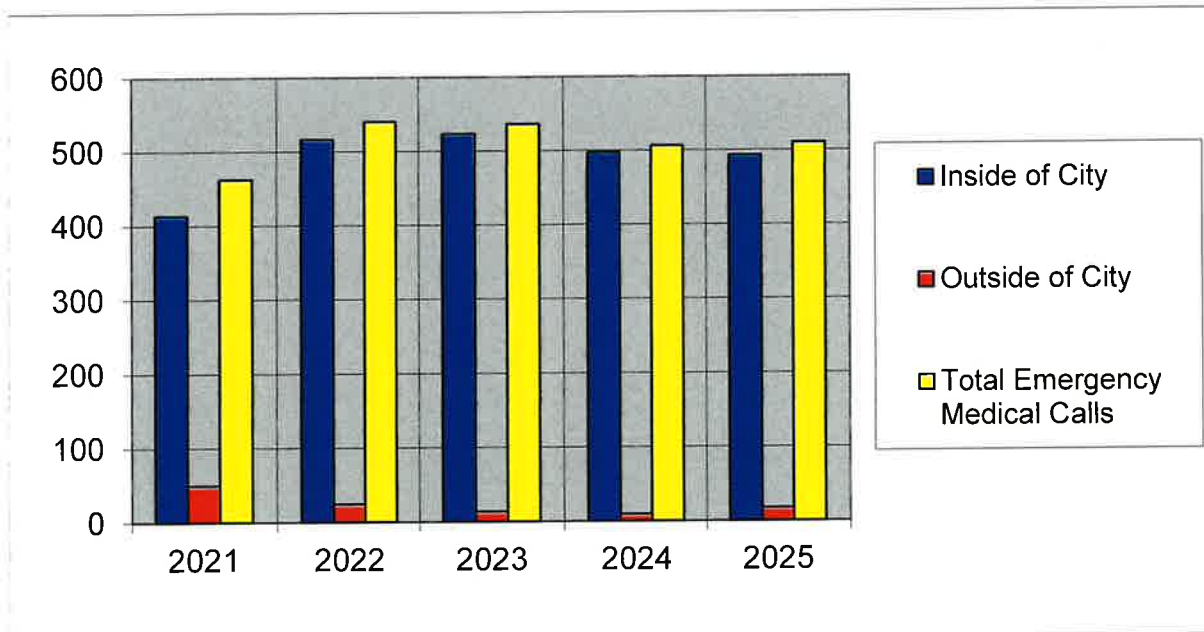
Fire Calls for the month of November over a Five Year Period

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
District #1	35	42	80	67	114
District #2	28	32	32	35	65
District #3	27	40	0	0	0
Out of City	<u>2</u>	<u>4</u>	<u>6</u>	<u>5</u>	<u>4</u>
Total	92	118	118	107	183



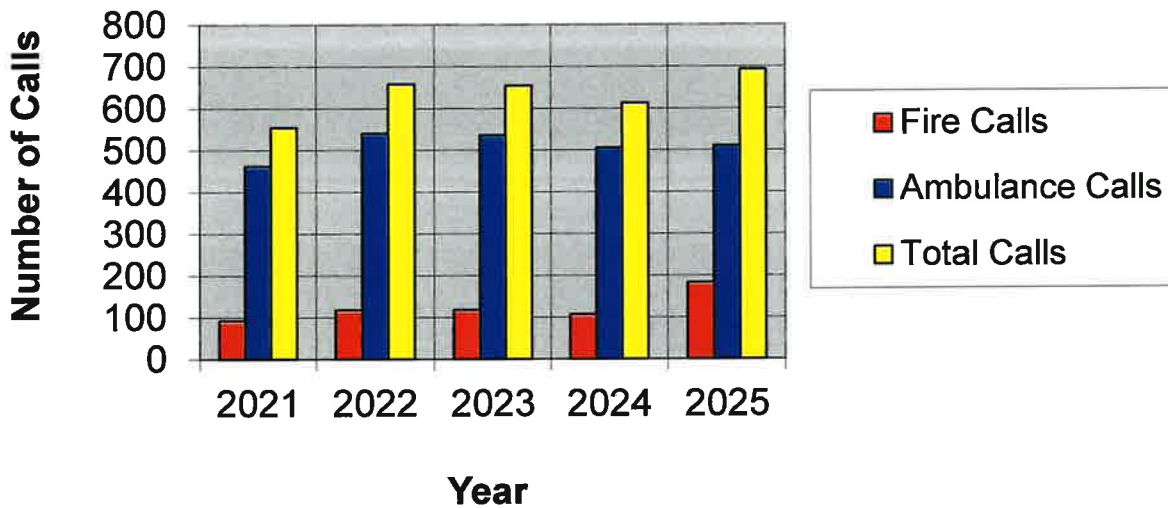
Ambulance Calls for the month of November over a Five Year Period

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Inside of City	413	516	523	497	493
Outside of City	<u>49</u>	<u>24</u>	<u>13</u>	<u>9</u>	<u>17</u>
Total Emergency Medical Calls	462	540	536	506	510



Fire and Ambulance Calls for the month of November over a Five Year Period

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Fire Calls	92	118	118	107	183
Ambulance Calls	<u>462</u>	<u>540</u>	<u>536</u>	<u>506</u>	<u>510</u>
Total Calls	554	658	654	613	693



Training

Man Hours: 539
Course Hours: 110.5

RIT & Fast Board Training
Rope Rescue
Vehicle Maintenance
Building Inspections
LODD Discussion
Quarterly Fire Training
Fire Pre-Plan
Pre-Plans
Vehicle Maintenance
Officers SIMS
EMS Splinting
Tool Hoisting
Pre-Plans
CERT
Paramedic 1 year
Paramedic 2 year
Hoseline Deployment
Aerial Ops

Fire Prevention Bureau

Ancillary Duties	39
Complaints Received	1
Conferences Held	1
Correspondence	72

Inspections Performed	6
Investigations Conducted	0
Plan Reviews	36
Public Education	1
Burning Permits Issued	7

Personnel

On Nov. 15, 2025, FF/EMT-B Samuel Martin resigned from his position at the CFD.

Effective Nov. 4, 2025 Allison Kamauf, Tyler Hochard, William Scarlett, Payton Nightingale, Kolton Simpson, William Melendez and Jamie Harget all passed their Probationary Firefighter exam and became full members of the CFD.

Effective Nov. 18, 2025 Nicholas Galante and Crowe Weisenmiller passed their Probationary Firefighter exam and became full members of the CFD.

On Nov. 23, 2025, FF/Paramedic Elijah Crowe was promoted to Lieutenant/Paramedic.

Statistic Compiled by Brandi Snyder, Fire Administrative Associate

File Attachments for Item:

. Police Department Monthly Report for November 2025



City of Cumberland Department of Police

Monthly Report
November 2025



City of Cumberland Department of Police

Monthly Report

November 2025

Part 1 Crimes for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Aggravated Assaults	2	5	B & E (All)	10	7	Murder	0	0	Rape	2	0
Robbery	1	0	Theft - Felony	3	0	Theft - Vehicle	3	2			

Selected Criminal Complaints for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Theft - Misdemeanor	44	40	Theft - Petty	6	6	Domestic Assaults	12	18	CDS	30	17
Disturbances	117	122	DOP/Vandalism	20	15	Indecent Exposure	1	4	Sex Off - Other	1	0
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	3	0
Trespassing	45	56	Assault on Police	0	1	Assault Other	30	25			

Selected Miscellenous Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alcohol Volations	0	4	Juvenile Compl.	14	7	Missing Persons	16	15	School Resource	166	119
School Threat	0	2	Sex Off. Regist.	0	0	Truancy	0	0	Death Investigation	3	3

Selected Traffic Incidents for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
DWI	10	5	Hit & Run	11	14	M/V Crash	62	52	Traffic Stop	349	563

Selected Service Calls for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Alarms	36	36	Assist Motorist	29	24	Check Well-Being	107	94	Foot Patrol	131	67
Assist Other Agency	69	72	Bike Patrol	0	0	Special Events	5	9	Suspicious Activity	94	54

Current Incident Status for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
Open	17	58	Arrest	247	228	Closed	2059	2174	Suspended	20	44



City of Cumberland Department of Police

Monthly Report

November 2025

Arrests Totals for the Month

	2024	2025		2024	2025		2024	2025		2024	2025
M/V Citations	62	94	M/V SERO	0	9	M/V Warnings	295	458	Arrest on View Adult	32	25
Arrest On Crim. Cit.	27	23	Arrest Summons	27	26	Arrest Warrant Adult	53	39	Adult Crim.	138	125
Arrest Summon (Chrg)	22	19	Arrest Warrant (Chrg)	11	12	Juvenile Crim.	21	13	Arrest on View Juv	16	13
Arrest Warrant JUV	1	0	Emer. Petition	27	16	Fingerprinting	0	0	RunAway & Miss Per.	14	9
Civil Citation	2	12									

Total Incidents Reported :

2024	2025
2,343	2,504

James Pyles - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

NOVEMBER 2025

SWORN PERSONNEL: 48 SWORN OFFICERS

Administration	6 officers
Squad D1	9 officers
Squad N1	9 officers
Squad D2	9 officers
Squad N2	9 officers
C3I/C3IN	5 officers
School Resource	1 officer
CAT Team	0 officers
Academy	0 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: 896.25

YEAR TO DATE (beginning 07/01/25): 4,4191

COMP TIME USED: 36

YEAR TO DATE (beginning 07/01/25): 339.5

SICK TIME USED: 133.5

YEAR TO DATE (beginning 07/01/25): 1,396

OVERTIME REPORT

OVERTIME WORKED: 183.75

YEAR TO DATE (beginning 07/01/25): 1,223

HOSPITAL SECURITY: 157

YEAR TO DATE (beginning 07/01/25): 592.5

COURT TIME WORKED: 300

YEAR TO DATE (beginning 07/01/25): 1,542

MUNICIPAL PARKING AUTHORITY (MPA)

SEPTEMBER 2025

Parking Citations Issued	54
Warnings Issued	78
Vehicles Towed	5

File Attachments for Item:

. Utilities Division Water/Sewer Monthly Reports for November 2025

[illegible]

[illegible]**GRAND TOTAL**

Sanitary Sewer Department Monthly Report



Nov-25

Calls Answered:	10
Service Lines Opened:	2
Owner's Trouble:	4
Traced Lines/ mains	76
Flushed Mains	1,095
Mains Repaired/ Replaced	0
Sewer Taps Installed	0
Cleaned Catch Basins	14
Cleanouts Installed	1
Televised Sewer Mains	8-2700'
Televised Sewer Lines	2-45'
Call Outs/ Overtime	4 calls 8 hrs
Weekly Check of Overflows, pits, etc....	4

George Chory
Supervisor

Water Usage:

608	8,000	Gals.
605	4,000	Gals.

File Attachments for Item:

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



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

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

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

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

I. DISCUSSION REGARDING ELECTRIC BICYCLES, SCOOTER AND SKATEBOARDS ON CITY SIDEWALKS

Mr. Silka provided an update on recommendations resulting from recent code research. (*See handout*)

The section relating to the “Cumberland Mall” needs to be rescinded/replaced because there is no longer a mall and the provisions covering special aspects of the closed pedestrian mall are null.

Need to repealing and restate Article VII for bicycles because 90% of the ordinance is null and void due to outdated information.

We need to define what counts as a bike, considering the updates to e-bikes, scooters, and skateboards in relation to sidewalks. This can cause problems with outdoor dining and also creates safety issues for pedestrians.

Mr. Silka advised that he and Michael Cohen would draft a new code to replace the outdated code currently in place, and all Councilmembers agreed.

II. DISCUSSION ON A DEDICATED PARADE ROUTE IN THE CITY

Mr. Silka expressed the desire to establish a dedicated parade route throughout the city to improve and streamline the process. He reviewed the route (*See Handout*) that begins beside Rose's parking lot and loops around ending on Queen City Drive. All agreed to the established route.

III. DISCUSSION ON THE LOCATION OF THE POSSIBILITY SHOP

Mayor Morriss advised that 28 Washington Street is being sold to AHEC West. Councilmember Cioni expressed his concerns about the location given the money spent on downtown upgrades.

Mayor Morriss added that the zoning at 28 Washington Street allows for the business.

IV. CITY ADMINISTRATOR UPDATES

Mr. Silka updated that Ruth Davis-Rogers, Historic Preservation Coordinator, has tendered her resignation. Her last day in the office will be December 19, 2025.

V. REVIEW OF THE PUBLIC MEETING AGENDA OF DECEMBER 2, 2025

There are first readings on surplus property sales and there is another Choose Cumberland award recipient.

VI. MAYOR AND CITY COUNCIL UPDATES

- Lily Books and Café ribbon cutting Friday at 10:00
- Chipotle has been well-received since it opened last Wednesday.
- Fort Hill will be heading to their 6th State Championship this Saturday in Annapolis

- The Tree Lighting was well attended, and the brief snow squall enhanced the ambiance, making the event more festive.
- Shop Small Saturday was successful with heavy traffic in stores downtown.
- The Canal Place had a successful event on Saturday with the Winter Festival and Market. The Scenic Railroad had a successful evening, with all seats sold out for the Polar Express experience.
- Secretary of Commerce Harry Coker, Jr. and Secretary of Labor Portia Wu attended an Economic Development meeting at the Arcadian with staff and other local elected officials.

VII. PRESENTATION FROM RICH REINHARDT WITH PERCY PUBLIC AFFAIRS (VIA ZOOM AT 5:00)

Rich Reinhardt started the discussion and provided an update on a potential special session for redistricting and the consideration of overriding veto bills.

With a late session start date of January 14, 2026, he shared details that forecast what the next 90 days look like.

Legislative Priorities for 2026:

The Maryland Department of Legislative Services (DLS) presented the FY27 State budget (*See attachment*) to the Spending Affordability Committee:

- A budget gap of \$1.5B with the structural deficit predicted to double in FY28 to \$3.2B and increase to \$3.5B in FY29 and reach \$4B by FY30-31

A comprehensive revenue package aimed at reducing the overall deficit through budget cuts, tax and fee increases did not have an impact. Contributing factors to the budget shortfalls included state deficiencies leaving a zero balance, the Federal Big and Beautiful Bill Act, Medicaid costs, and spending on Maryland's Blueprint for Education, a \$40B investment over 10 years.

Funding for the Blueprint was generated from lottery revenue, but in future budget cycles, the costs will be covered by the General

Funds. This will lead to increased spending that will significantly exceed projected revenue (see attached chart for FY28 impact).

- One alternative to generating new revenue to offset downward trends was to raid the Rainy-Day fund, but DLS is concerned about that option because it could threaten the State's bond rating and do little to reduce the deficit in future fiscal years.

Points raised about issues in Washington, DC, are now affecting Maryland. Maryland mainly depends on federal employees, medical institutions, and education institutions that heavily rely on federal grants. Removing those funds and the workforce leads to a significant impact on the state.

Lawmakers warned that during pre- and post-Covid periods, when the state was flush with cash, investing at that level could put them at a fiscal crossroads for FY26 and beyond in terms of affording the investment. Both scenarios, unfortunately, create a perfect storm for Maryland financially.

The State Capital Budget is healthier than the Operating Budget, with \$1.75 billion in Bill Bond Authorizations. Much of that money will go toward capital projects that are expected to benefit Cumberland. Capital commitments (see handout) exceed the budget, prompting lawmakers to consider how to balance the requests so that each municipality receives some funding.

Priorities for Maryland Municipal League (MML):

- The top issue facing the General Assembly will be the budget. The current numbers indicate that the next 90 days are crucial for establishing fiscal decisions for the coming years.
- Energy is a concern that is raised every year to ease taxpayers' burdens, as Maryland has to import a large amount of energy.

Priorities for Maryland Association of Counties (MACO):

- Restoration of Highway user funds
- Housing for the Counties, school construction
- County Budget

Legislative Priorities for Cumberland:

This year, Cumberland and Allegany Counties have two priorities, including providing funding to the communities affected by the flooding in May. A request and an appeal were submitted to FEMA, but they were denied. Currently, the cost to assist those impacted by the flooding is \$33M.

Additionally, commitment to supporting the George Edwards Funds (Western Economic Future Investment Program) remains a top priority. When George Edwards retired, the State pledged to contribute \$10M annually to support economic development in Western Maryland.

With no further business at hand, the meeting adjourned at 5:59 p.m.

Respectfully Submitted,

Allison K. Layton_____

City Clerk

Minutes approved on_____



Mayor and City Council Of Cumberland

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

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

MINUTES

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

DATE: December 2, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock Cioni"
Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Brian R. Lepley
President Raymond M. Morriss

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chief Pyles and Chief Adams;

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland met in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, November 5, 2025 for the purpose of immediately closing the meeting to discuss pending litigation with CSX and to receive legal advice from the City Solicitor relative to the same. Authority to close the session is provided by Sections 3-305(b)(7) and 3-305(b)(8) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Presentation of City Star Awards

Mayor Morriss spoke of the following recipients:

Dave Williams – President of the Allegany County Historical Society, was nominated by Becky McClaren. His committed work to create new programs, purchase of the Canada House, and efforts in coordinating Heritage Day's has made him an appreciated asset to the City.

Sidda Brock – nominated Rhonda Hartman, began giving to the community at a very young age. She raised over \$1800 for the Alzheimer's Association, collected items for Veteran's, and collected 49 bags for Social Services for the Foster program.

Lisa Olinger – a retiree from the State of Maryland she is a very active member of the community as a licensed foster parent, an active member of the Cornerstone Baptist Church, assisting at the Embassy Theatre, and assisted on her high school reunion committee.

Dave Roche – nominated by Ed Mullaney and Ginny Decker, an active member of Let's Beautify Cumberland for over 25 years, Dave has spearheaded the planning of over 50 planters downtown as well as he landscaping at Riverside Park and the Welcome to Cumberland sign at the bridge leaving Ridgeley, WV.

Chris Meyers – nominated by Linda Day, Chris’s commitment to the City does not allow his sight to impair his ability to make a difference.

Geppert, McMullan, - Paye, & Getty – over the years the firm has made countless donations to organizations and their contribution to the community is greatly appreciated.

A photograph was taken with the nominees and the Mayor and City Councilmembers.

VI. Approval of Minutes

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

1. Approving the Closed Session Minutes, Open Work Session Minutes and Regular Session Minutes of November 18, 2025

VII. Public Comments for Agenda Items Only

All public comments are limited to 5 minutes per person.

Andrew Cummins, a bidder for the Walnut Island surplus property, is present to request reconsideration of the award. He explained that the property became surplus because he initiated the purchase process. His goal in purchasing was not only to create a space for his family to be part of nature, but also to expand his business into the area once settled. He owns a craft studio in Manassas, VA, that generates about \$300 in annual revenue and attracts customers from DC and MD. A goal once settled was to expand his business to the area to generate revenue.

VIII. New Business

(A) Resolution

1. Resolution No. 2025-09 (*1st reading only*) - granting the Cumberland Outdoor Club a property tax credit for tax years 2025-2026 pursuant to Section 9-302(f) of the Tax Property Article of the Annotated Code of Maryland

READING: The resolution was submitted in title only for its reading.

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

(B) Ordinances

1. Ordinance 4031 (*1st reading*) - authorizing the transfer of Walnut Island to Sheila Brant for the purchase price of \$15,032

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

2. Ordinance 4032 (*1st reading*) – authorizing the transfer of 10 E. Fourth Street to Nelson Rivera for \$1,500

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

3. Ordinance 4033 (*1st reading*) - authorizing the transfer of 26 E. Industrial Blvd. to Jonathan Pressman for the purchase price of \$7,500

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

4. Ordinance 4034 (*1st reading*) - authorizing the transfer of 112 Springdale Street to BAM Realty LLC for the purchase price of \$1,113

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

5. Ordinance 4035 (*1st reading*) - authorizing the transfer of 215 Knox Street and 217 Knox Street to Covenant Keeper, Inc. for the purchase price of \$2,000

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

6. Ordinance 4036 (*1st reading*) - authorizing the transfer of 222 N. Lee Street to Bruce Carter for the purchase price of \$750

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

7. Ordinance 4037 (*1st reading*) - authorizing the transfer of 840 Gephart Drive to Phillips, Edwards and Grace, LLC for the purchase price of \$5,286

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

(C) Orders (Consent Agenda)

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

1. Order 27,901 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Mixx 112 Boutique LLC DBA Myla and Maple for the use of the public right of way immediately in front of and adjacent to the property for a term effective November 1, 2025 through October 31, 2026
2. Order 27,902 - adopting the City of Cumberland Wayfinding Plan
3. Order 27,903 - awarding an increment of the Choose Cumberland Relocation Package grant to Jessica Peters in an amount not to exceed \$20,000 (City match \$10,000, Grant \$10,000), with the cumulative programmatic City amount not to exceed \$100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development
4. Order 27,904 - authorizing the execution of a contract of sale with Dennis Landis for the purchase of the property at 404 Chestnut Street for the amount not to exceed \$1,000
5. Order 27,905 - declaring miscellaneous office furniture to be surplus and authorizing it to be recycled or scrapped

6. Order 27,906 - authorizing the execution of Change Order No. 3 with Harbel, Inc. for costs associated with stabilizing the bridge prior to closure and scaffolding rental costs along with removing unused line items and costs approved in Change Order No. 1 that were not performed for Bridge A-C-10 Marion Street Bridge (City Project 2023-12-BRDG) in the amount not to exceed \$22,011.19, bringing the total project cost not to exceed \$391,786.25
7. Order 27,907 - approving the sole source proposal from Carl Belt, Inc. for additional work to install curb ramps at the Harrison and George Street intersection as part of the Downtown ADA Improvements II (Project 16-21-M), in the not to exceed amount of \$55,358.31
8. Order 27,908 - rescinding Change Order No. 1, originally approved by Order 27,892 on November 4, 2025 and approving a revised Change Order No. 1 with Carl Belt, Inc. for additional work at several locations within the project scope due to site limitations and conditions for the Downtown ADA Improvements (Project 16-21-M), in the not to exceed amount of \$14,151.87, bringing the new project total to \$168,361.87
9. Order 27,909 - authorizing the execution of Change Order No. 2 with Carl Belt, Inc. for reconciliation of original quantities per the actual work performed in the project scope for Downtown ADA Improvements Contract (City Project 16-21-M) in the amount not to exceed \$12,891.53, bringing the total project cost not to exceed \$181,253.40
10. Order 27,910 - authorizing appointments to the Downtown Development Commission and the Human Relations Commission
11. Order 27,911 - authorizing the Comptroller to accept the 2025 Rocky Gap/Allegany County Local Development Council Grant in an amount not to exceed \$20,000 in grant funds to be used for the purchase of decorative fencing for outdoor dining areas at downtown dining establishments

IX. Public Comments

Carla Huddleson, a recipient of the roof replacement grant in 2025, purchased her home 25 years ago and retired in 2024. What began as small leaks quickly escalated into a situation that required a full roof

replacement. Living on a fixed income, she thought her only option was to patch the roof and sell her home as a fixer-upper.

However, she is now very pleased with the work OTG Roofing has provided and appreciates the consistent communication throughout the project. Carla has expressed her gratitude to Ruth Davis-Rogers, Erica Beeman, and the City for their assistance. She also hopes this program will remain available to other residents in need.

Mayor Morriss spoke of the program, known as Ruth's Roof, and noted that sometimes the City's programs go unnoticed, so it is nice to hear a personal experience from a recipient.

IX. Adjournment

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

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

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

ORDINANCE NO. 4031

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF SHEILA BRANT FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS WALNUT ISLAND, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

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

WHEREAS, the Property was declared surplus under the terms of Order No. 27,864, passed by the Mayor and City Council on October 7, 2025;

WHEREAS, the Property was included in a solicitation for bids for the purchase of the Property;

WHEREAS, the City has since received a bid for the purchase of the Property from Sheila Brant (the "Purchaser") for the sum of Fifteen Thousand Thirty Two Dollars and No Cents (\$15,032.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Fifteen Thousand Thirty Two Dollars and No Cents (\$15,032.00) subject to the following terms and conditions:

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

or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;

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

deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of December, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Sheila Brant** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Fifteen Thousand Thirty Two Dollars (\$15,032.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, her personal representatives, heirs, successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL of that certain tract or parcel of land known as “Walnut Island”, the same being an island, located in the Potomac River, opposite the City of Cumberland, in Allegany County, in the State of Maryland, containing approximately 12 $\frac{3}{4}$ acres of land, and being all of the same property that was conveyed unto Joseph Whalley by Zack Laney and Anna M.E. Laney, his wife, by deed dated February 16, 1901, and recorded among the Land Records of Allegany County, State of Maryland, in Liber No. 89, folio 155, reference to said deed being hereby specially made for a fuller description of said property.

IT BEING the same property that was conveyed from W. Carl Richards, Attorney named in Mortgage, to the City by deed dated December 28, 1943, and recorded among the Land Records of Allegany County, Maryland in Liber 199, Folio 75.

SUBJECT TO all outconveyances, restrictions, reservations, agreements, rights of way, easements and other matters of record.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, her personal representatives, heirs, successors and assigns in fee simple forever.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$15,032.00, and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

Walnut Island
Cumberland, MD 21502
Tax ID No.: 04-012968

File Attachments for Item:

2. Ordinance 4032 (*2nd and 3rd readings*) - authorizing the transfer of 10 E. Fourth Street to Nelson Rivera for \$1,500

ORDINANCE NO. 4032

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF NELSON RIVERA, FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 10 E. FOURTH STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 10 E. Fourth Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,758, passed by the Mayor and City Council on July 1, 2025;

WHEREAS, the Property was included in a solicitation for bids for the purchase of the Property;

WHEREAS, the City has since received a bid for the purchase of the Property from Nelson Rivera (the "Purchaser") for the sum of One Thousand Five Hundred Dollars and No Cents (\$1,500.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) subject to the following terms and conditions:

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

or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;

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

deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Nelson Rivera** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that piece or parcel of ground situated on the north side of Fourth Street in the City of Cumberland, Allegany County, Maryland, commonly known as Nos. 10 and 12 Fourth Street, and which said parcel is more particularly described as follows, to wit:

BEGINNING for the same at a stake standing thirty seven and five tenths feet on the second line of a parcel of ground conveyed by Francis DeSales Mattingly and wife to Margaret Mattingly by deed dated the 5th day of April, 1932, and recorded in Liber 167, Folio 383, one of the Land Records of Allegany County, and continuing thence with said second line (as corrected) Magnetic bearings as of the original map of "South side Addition" to Cumberland, Maryland, which is recorded in Liber 70, Folio 497, one of the Land Records of Allegany County, and with horizontal measurements, North 71 degrees and 43 minutes West 45.2 feet to a stake, thence South 33 degrees and 34 minutes West, and about two feet parallel to and on the southeast side of a long porch that stands on the adjoining property 88.5 feet to a point on the North side of Fourth Street, thence with the North side of Fourth Street South 71 degrees and 26 minutes East 60 feet to a point, thence leaving Fourth Street and cutting across the whole of the aforementioned Margaret Mattingly lot, North 17 degrees and 58 minutes East 85.2 feet to the beginning.

IT BEING the same property described in the deed from Jason M. Bennett, Director of Finance, Allegany County, Maryland, to Mayor and City Council of Cumberland, dated May 29, 2025, and recorded among the Land Records of Allegany County, Maryland, in Book 3064, Page 332.

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

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, his personal representatives, heirs and assigns, in fee simple forever.

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follows:

1. No later than one (1) month from the date of the recordation of this deed, the Grantee shall:
 - A. Secure the dwelling on the property by replacing its doors, locks, and windows, as needed;
 - B. Mow the grass and remove weeds at the exterior of the dwelling; and
 - C. Remove all junk, trash, and debris from the yard and structure(s) on the Property.

Thereafter, the Grantee shall keep the exterior of the property free of violations of the Cumberland City Code relative to the foregoing.

2. No more than two (2) months from the date of the recordation of this deed, the Grantee shall:

A. Remove and keep the property free of all environmental contamination, if any; and

B. Remove and trim all overgrowth of trees and shrubs.

Thereafter, the Grantee shall keep the exterior of the property free of violations of the Cumberland City Code relative to the foregoing.

3. The Grantee shall obtain all permits required for the rehabilitation of the dwelling no later than six (6) months from the date of the recordation of this deed.

4. The Grantee shall meet with the City's Director of Administrative Services or his/her designee no later than thirty (30) days from the date of the recordation of this deed for the purpose of determining whether the City will require the Grantee to perform any of the following repairs to and/or improvements of the dwelling: (a) repair or replacement of the roof; (b) repair or replacement of the windows and doors; (c) repair or replacement of the exterior siding and trim; (d) repair or replacement of the porch, decking, railings and stairs; and (e) repair, replacement or removal of any accessory structures. The City will provide the Grantee with written notice of the work that must be performed. That work shall be completed no later than twelve (12) months from the date of the recordation of the deed or eleven (11) months from the date of the written notice, whichever is later. The foregoing work shall be performed to the reasonable satisfaction of the City.

5. The Grantee shall complete the rehabilitation of the interior of the dwelling and obtain a permit for its occupancy no later than twenty-four (24) months from the date of the recordation of this deed.
6. All work required herein shall be performed to the reasonable satisfaction of the City. The City and its designees shall have right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing, that it is being performed to the reasonable satisfaction of the City, and that it is completed in the manner and within the time frames prescribed herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of inspections.
7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of work described in paragraphs 1- 5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of his rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in

anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby appoints the City Administrator (or acting or interim City Administrator) of the City his true and lawful attorney-in-fact, with full power of substitution, hereby granting him full power and authority for the Grantee and in his stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City.
10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of the recordation of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein.
12. In the event the City institutes litigation to enforce the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore and it prevails, the Grantee shall be liable for the City's reasonable attorneys' fees, court costs, and

litigation expenses.

13. If any clause or provision of the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore is illegal, invalid, or unenforceable under present or future laws in effect during the applicable time frames for the performance of the obligations set forth herein, then and in that event, it is the intention of the parties hereto that the remainder of the said covenants and agreements shall not be affected thereby; and it is also the intention of the City and Grantee that, in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and duly attested all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

_____(SEAL)
Nelson Rivera

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,500.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Nelson Rivera** known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. The undersigned did not perform a title search in connection with the preparation of this deed.

Michael Scott Cohen

Subject Property:

10 E. Fourth Street
Cumberland, MD 21502
Tax ID No. 04-015746

File Attachments for Item:

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

ORDINANCE NO. 4033

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JONATHAN PRESSMAN, FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 26 E. INDUSTRIAL BLVD., CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 26 E. Industrial Blvd., Cumberland, MD 21502 (the "Property");

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

WHEREAS, the Property was included in a solicitation for bids for the purchase of the Property;

WHEREAS, the City has since received a bid for the purchase of the Property from Jonathan Pressman (the "Purchaser") for the sum of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) subject to the following terms and conditions:

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

or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;

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

deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Jonathan Pressman** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situated, lying and being in the City of Cumberland, Allegany County, Maryland, and located on the Northerly side of East Laing Avenue, and known and designated as the Westerly half of Lot No. 8 in Laing’s Addition to the City of Cumberland, and more particularly described as follows:

BEGINNING on the Northerly side of Laing Avenue at the line dividing Lots Nos. 7 and 8 in said Addition, and running thence with Laing Avenue, South 53 degrees 48 minutes East 25 feet then North 36 degrees 12 minutes East 100 feet, thence North 53 degrees 48 minutes West to the line dividing Lots Nos. 7 and 8, and with said line, South 36 degrees 12 minutes West 100 feet to the place of beginning.

IT BEING the same property described in the deed from Jason M. Bennet, Director of Finance, Allegany County, Maryland, to Mayor and City Council of Cumberland, dated June 21, 2024, and recorded among the Land Records of Allegany County, Maryland, in Book 2978, Page 354.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally application to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other

matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, his personal representatives, heirs and assigns, in fee simple forever.

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follows:

1. No later than one (1) month from the date of the recordation of this deed, the Grantee shall:
 - A. Secure the dwelling on the property by replacing its doors, locks, and windows, as needed;
 - B. Mow the grass and remove weeds at the exterior of the dwelling; and
 - C. Remove all junk, trash, and debris from the yard and structure(s) on the Property.

Thereafter, the Grantee shall keep the exterior of the property free of violations of the Cumberland City Code relative to the foregoing.

2. No more than two (2) months from the date of the recordation of this deed, the Grantee shall:
 - A. Remove and keep the property free of all environmental contamination, if any; and
 - B. Remove and trim all overgrowth of trees and shrubs.

Thereafter, the Grantee shall keep the exterior of the property free of violations of the Cumberland City Code relative to the foregoing.

3. The Grantee shall obtain all permits required for the rehabilitation of the dwelling no later than six (6) months from the date of the recordation of this deed.
4. The Grantee shall meet with the City's Director of Administrative Services or his/her designee no later than thirty (30) days from the date of the recordation of this deed for the purpose of determining whether the City will require the Grantee to perform any of the following repairs to and/or improvements of the dwelling: (a) repair or replacement of the roof; (b) repair or replacement of the windows and doors; (c) repair or replacement of the exterior siding and trim; (d) repair or replacement of the porch, decking, railings and stairs; and (e) repair, replacement or removal of any accessory structures. The City will provide the Grantee with written notice of the work that must be performed. That work shall be completed no later than twelve (12) months from the date of the recordation of the deed or eleven (11) months from the date of the written notice, whichever is later. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall complete the rehabilitation of the interior of the dwelling and obtain a permit for its occupancy no later than twenty-four (24) months from the date of the recordation of this deed.
6. All work required herein shall be performed to the reasonable satisfaction of the City. The City and its designees shall have right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing, that it is being performed to the

reasonable satisfaction of the City, and that it is completed in the manner and within the time frames prescribed herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of inspections.

7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of work described in paragraphs 1- 5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of his rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner.
9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby appoints the City Administrator (or acting or interim City

Administrator) of the City his true and lawful attorney-in-fact, with full power of substitution, hereby granting him full power and authority for the Grantee and in his stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event Grantee fails to comply with the terms and provisions set forth in paragraphs 1-5 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City.

10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of the recordation of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein.
12. In the event the City institutes litigation to enforce the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore and it prevails, the Grantee shall be liable for the City's reasonable attorneys' fees, court costs, and litigation expenses.
13. If any clause or provision of the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore is illegal, invalid, or unenforceable under present or future laws in effect during the applicable time frames for the performance of the obligations set forth herein, then and in that event, it is the intention of the parties hereto that the remainder of the said covenants and agreements shall not be affected thereby; and it is also the intention of the City and Grantee that, in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be

added a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and duly attested all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

_____(SEAL)
Jonathan Pressman

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$7,500.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jonathan Pressman**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. The undersigned did not perform a title search in connection with the preparation of this deed.

Michael Scott Cohen

Subject Property:

26 E. Industrial Blvd.
Cumberland, MD 21502
Tax ID No. 04-037359

File Attachments for Item:

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

ORDINANCE NO. 4034

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF BAM REALTY LLC, FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 112 SPRINGDALE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 112 Springdale Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,697, passed by the Mayor and City Council on April 15, 2025;

WHEREAS, the Property was included in a solicitation for bids for the purchase of the Property;

WHEREAS, the City has since received a bid for the purchase of the Property from BAM Realty LLC (the "Purchaser") for the sum of One Thousand One Hundred Thirteen Dollars and No Cents (\$1,113.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Thousand One Hundred Thirteen Dollars and No Cents (\$1,113.00) subject to the following terms and conditions:

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

or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;

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

deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **BAM Realty LLC** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Thousand One Hundred Thirteen Dollars (\$1,113.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot, piece or parcel of ground, situate, lying and being along the Easterly side of Springdale Street, in South Cumberland, Allegany County, Maryland, and being part of Lot No. 31 in Hobbrook’s Addition, and which said part of Lot No. 31 as described as follows:

BEGINNING for the same at a point on the Easterly side of Springdale Street, at the end of a 25 feet on the first line of aforesaid Lot No. 21 of Hobbrook’s Addition to South Cumberland; and running thence with the first line thereof, it being also with the Easterly side of Springdale Street, North 20 degrees 10 minutes East 23 feet to the end of said first line; thence with the second line thereof (as corrected) it being at right angles to Springdale Street, South 69 degrees 50 minutes East 135 feet to the Westerly side of an alley, thence with part of the third line of aforesaid Lot No. 31, and with Westerly side of said alley, South 20 degrees 10 minutes West 23 feet; thence crossing the whole lot; North 69 degrees 50 minutes West 139 feet to the place of beginning. No. 31, and with Westerly side of said alley, South 20 degrees 10 minutes West 23 feet; thence crossing the whole lot; North 69 degrees 50 minutes West 139 feet to the place of beginning.

IT BEING the same property described in the deed from Jason M. Bennett, Tax Collector of Allegany County, Maryland, to Mayor and City Council of Cumberland, dated February 25, 2025, and recorded among the Land Records of Allegany County, Maryland, in Book 3044, Page 331.

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

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

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

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

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follow:

1. No later than one (1) month from the date of the recordation of this deed, the Grantee shall:
 - A. Secure the dwelling on the property by replacing its doors, locks, and windows, as needed;
 - B. Mow the grass and remove weeds at the exterior of the dwelling; and
 - C. Remove all junk, trash, and debris from the yard and structure(s) on the Property.

Thereafter, the Grantee shall keep the exterior of the property free of violations of the Cumberland City Code relative to the foregoing.

2. No more than two (2) months from the date of the recordation of this deed, the Grantee shall:
 - A. Remove and keep the property free of all environmental contamination, if any; and
 - B. Remove and trim all overgrowth of trees and shrubs.

Thereafter, the Grantee shall keep the exterior of the property free of violations of the Cumberland City Code relative to the foregoing.

3. The Grantee shall obtain all permits required for the rehabilitation of the dwelling no later than six (6) months from the date of the recordation of this deed.
4. The Grantee shall meet with the City's Director of Administrative Services or his/her designee no later than thirty (30) days from the date of the recordation of this deed for the purpose of determining whether the City will require the Grantee(s) to perform any of the following repairs to and/or improvements of the dwelling: (a) repair or replacement of the roof; (b) repair or replacement of the windows and doors; (c) repair or replacement of the exterior siding and trim; (d) repair or replacement of the porch, decking, railings and stairs; and (e) repair, replacement or removal of any accessory structures. The City will provide the Grantee(s) with written notice of the work that must be performed. That work shall be completed no later than twelve (12) months from the date of the recordation of the deed or eleven (11) months from the date of the written notice, whichever is later. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall complete the rehabilitation of the interior of the dwelling and obtain a permit for its occupancy no later than twenty-four (24) months from the date of the recordation of this deed.
6. All work required herein shall be performed to the reasonable satisfaction of the City. The City and its designees shall have right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing, that it is being performed to the

reasonable satisfaction of the City, and that it is completed in the manner and within the time frames prescribed herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of inspections.

7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of work described in paragraphs 1- 5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner.
9. In furtherance of the terms and provisions set forth in the preceding section the Grantee hereby grants the City Administrator (or acting or interim City

Administrator) of the City the power and authority, in its stead, to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City

10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein.
12. In the event the City institutes litigation to enforce the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore and it prevails, the Grantee shall be liable for the City's reasonable attorneys' fees, court costs, and litigation expenses.
13. If any clause or provision of the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore is illegal, invalid, or unenforceable under present or future laws in effect during the applicable time frames for the performance of the obligations set forth herein, then and in that event, it is the intention of the parties hereto that the remainder of the said covenants and agreements shall not be affected thereby; and it is also the intention of the City and Grantee that, in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added a clause or provision as similar in terms to such

illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and duly attested all on the day and date first above written.

WITNESS/ATTEST:

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

	BAM REALTY LLC
_____	By: _____(SEAL)
	Signature

	Printed Name

	Job Title/Position

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$1,113.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the _____ of the Grantee, and acknowledged the foregoing to be the act and deed of the said Grantee and that **he/she** is duly authorized by it to make this acknowledgement.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. The undersigned did not perform a title search in connection with the preparation of this deed.

Michael Scott Cohen

Subject Property:

112 Springdale Street
Cumberland, MD 21502
Tax ID No. 04-014502

File Attachments for Item:

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

ORDINANCE NO. 4035

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF COVENANT KEEPER, INC., FOR THE PURCHASE OF THE PARCELS OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 215 KNOX STREET and 217 KNOX STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 215 Knox Street and 217 Knox Street, Cumberland, MD 21502 (the "Properties");

WHEREAS, the Properties were declared surplus under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021, and Order No. 27,399, passed by the Mayor and City Council on February 6, 2024;

WHEREAS, the Properties were included in a solicitation for bids for the purchase of the Properties;

WHEREAS, the City has since received a bid for the purchase of the Properties from Covenant Keeper, Inc. (the "Purchaser") for the sum of Two Thousand Dollars and No Cents (\$2,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the

sum of Two Thousand Dollars and No Cents (\$2,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;
- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashier's check or money order. A total of three (3) personal checks/cashier's checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.

- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.
- G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of December, 2025, by and between
Mayor and City Council of Cumberland (the “City”), a Maryland municipal corporation, and
Covenant Keeper Inc. (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Two Thousand Dollars (\$2,000.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

Parcel One: 215 Knox Street, Tax ID No. 05-023807

ALL that lot or parcel of ground situated and lying on the Easterly side of Knox Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point on the Easterly side of Knox Street distant 117.58 feet from the Southeast corner of Knox Street and Columbia Street and running thence South 29 degrees 15 minutes West 22.42 feet, thence South 60 degrees 45 minutes East 50 feet, thence North 29 degrees 15 minutes East 34.74 feet, thence North 60 degrees 45 minutes West 19.5 feet, thence South 29 degrees 15 minutes West 5.6 feet, thence North 60 degrees 45 minutes West 14.12 feet, thence South 29 degrees 15 minutes West 6.72 feet, thence North 60 degrees 45 minutes West 16.30 feet to the place of beginning.

IT BEING the same property that was conveyed from Jason M. Bennet, Director of Finance, Allegany County, Maryland, to the City by deed dated June 17, 2019, and recorded among the Land Records of Allegany County, Maryland in Book 2476, Page 224.

Parcel Two: 217 Knox Street, Tax ID No. 05-018943

ALL that lot, piece or parcel of land lying and being on the easterly side of Knox Street between Columbia Street and Bond Street, in the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING at a point on the easterly side of Knox Street distant 90 feet from the southeast corner of Knox Street and Columbia Street and running thence parallel to Columbia Street South 60 degrees 45 minutes East 50 feet; thence South 29 degrees 15 minutes West and parallel to Knox Street, 15.26 feet; thence North 60 degrees 45 minutes West 19.5 feet to the easterly wall of the house on a lot being described; thence with a part of said easterly wall South 29 degrees 15 minutes West 5.6 feet; thence with a part of the southerly wall of said house North 60 degrees 45 minutes West 14.12 feet; thence South 29 degrees 15 minutes West 6.72 feet to a stake; thence North 60 degrees 45 minutes West 16.38 feet to the east side of Knox Street; thence with said east side of said street North 29 degrees 15 minutes East 27.58 feet to the place of beginning.

IT BEING the same property that was conveyed from Jason M. Bennet, Director of Finance, Allegany County, Maryland, to the City by deed dated November 16, 2023, and recorded among the Land Records of Allegany County, Maryland in Book 2926, Page 81.

SUBJECT TO all outconveyances, restrictions, reservations, agreements, rights of way, easements and other matters of record.

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

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

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$2,000.00, and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

215 Knox Street
Cumberland, MD 21502
Tax ID No.: 05-023807

217 Knox Street
Cumberland, MD 21502
Tax ID No.: 05-018943

File Attachments for Item:

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

ORDINANCE NO. 4036

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF BRUCE D. CARTER, FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 222 N. LEE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 222 N. Lee Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,399, passed by the Mayor and City Council on February 6, 2024;

WHEREAS, the Property was included in a solicitation for bids for the purchase of the Property;

WHEREAS, the City has since received a bid for the purchase of the Property from Bruce D. Carter (the "Purchaser") for the sum of Seven Hundred Fifty Dollars and No Cents (\$750.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Seven Hundred Fifty Dollars and No Cents (\$750.00) subject to the following terms and conditions:

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

or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;

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

deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of December, 2025, by and between
Mayor and City Council of Cumberland (the “City”), a Maryland municipal corporation, and
Bruce Carter (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Seven Hundred Fifty Dollars (\$750.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs, successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground fronting 22 feet on North Lee Street in the City of Cumberland, Allegany County, Maryland, and being part of Lots No. 382 and 383 on Map 5 of the Rose Hill Estate as filed in No. 1674 Equity in said county, said parcel being more particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of North Lee Street at the end of 285 feet measured North 11 degrees 20 minutes East from the intersection of the Westerly side of North Lee Street and the Northerly side of Cumberland Street; and running thence with said Lee Street, South 11 degrees 20 minutes West 22 feet; thence at right angles to said street, North 78 degrees 40 minutes West 109 feet to Tamarack Alley; thence with said alley, North 11 degrees 20 minutes East 22 feet; and thence South 78 degrees 40 minutes East 109 feet to the place of beginning.

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland, to the City by deed dated November 16, 2023, and recorded among the Land Records of Allegany County, Maryland in Book 2926, Page 77.

SUBJECT TO all outconveyances, restrictions, reservations, agreements, rights of way, easements and other matters of record.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, his personal representatives, heirs, successors and assigns in fee simple forever.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$750.00, and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

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

MICHAEL SCOTT COHEN

Subject Property

222 N Lee Street
Cumberland, MD 21502
Tax ID No.: 06-023614

File Attachments for Item:

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

ORDINANCE NO. 4037

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF PHILLIPS, EDWARDS AND GRACE LLC, FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 840 GEPHART DRIVE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 840 Gephart Drive, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,867, passed by the Mayor and City Council on October 7, 2025;

WHEREAS, the Property was included in a solicitation for bids for the purchase of the Property;

WHEREAS, the City has since received a bid for the purchase of the Property from Phillips, Edwards and Grace, LLC (the "Purchaser") for the sum of Five Thousand Two Hundred Eighty Six Dollars and No Cents (\$5,286.00), and staff is recommending that the Mayor and City Council accept the bid; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Five Thousand Two Hundred Eighty Six Dollars and No Cents (\$5,286.00) subject to the following terms and conditions:

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

or representations of any kind, which is in substantially the same form as the Exhibit A attached hereto;

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

deadline is extended by the City Administrator or City Solicitor for good cause shown.

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

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

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

Passed this _____ day of _____, 2025.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2025, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Phillips, Edwards and Grace, LLC** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Five Thousand Two Hundred Eighty Six Dollars (\$5,286.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situated in Cumberland, Election District 06, Allegany County, Maryland, known as Lot Number 89 as shown on the Amended Plat of Cumberland Homes Company filed on Page 21 of the Plat Book in Allegany County, Maryland and more particularly described as follows:

BEGINNING for the same on the Southeast side of Gephart Drive on the division line between Lots No. 88 and 89 in said Addition, and running with the Southeast side of said Gephart Drive, North 34 degrees 12 minutes East 39 feet to the division line between Lots Nos. 89 and 90; thence with said division line, South 55 degrees 48 minutes East 100 feet to a 15-foot alley; thence with the Northwesterly side of said alley, South 34 degrees 12 minutes West 39 feet to the division line between Lots Nos. 88 and 89; and thence with said division line, North 55 degrees and 48 minutes West, 100 feet to the place of beginning.

IT BEING the same property described in the deed from Jason M. Bennet, Director of Finance, Allegany County, Maryland, to Mayor and City Council of Cumberland, dated September 4, 2025, and recorded among the Land Records of Allegany County, Maryland, in Book 3096, Page 311.

SUBJECT TO all outconveyances, use and occupancy restrictions, privately or governmentally imposed and generally application to properties in the immediate neighborhood of the property conveyed hereby, reservations, agreements, rights of way, easements and other

matters of record, and to easements or other matters which can be observed by a careful inspection of the property.

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

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

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follow:

1. No later than one (1) month from the date of the recordation of this deed, the Grantee shall:
 - A. Secure the dwelling on the property by replacing its doors, locks, and windows, as needed;
 - B. Mow the grass and remove weeds at the exterior of the dwelling; and
 - C. Remove all junk, trash, and debris from the yard and structure(s) on the Property.

Thereafter, the Grantee shall keep the exterior of the property free of violations of the Cumberland City Code relative to the foregoing.

2. No more than two (2) months from the date of the recordation of this deed, the Grantee shall:
 - A. Remove and keep the property free of all environmental contamination, if any; and
 - B. Remove and trim all overgrowth of trees and shrubs.

Thereafter, the Grantee shall keep the exterior of the property free of violations of the Cumberland City Code relative to the foregoing.

3. The Grantee shall obtain all permits required for the rehabilitation of the dwelling no later than six (6) months from the date of the recordation of this deed.
4. The Grantee shall meet with the City's Director of Administrative Services or his/her designee no later than thirty (30) days from the date of the recordation of this deed for the purpose of determining whether the City will require the Grantee(s) to perform any of the following repairs to and/or improvements of the dwelling: (a) repair or replacement of the roof; (b) repair or replacement of the windows and doors; (c) repair or replacement of the exterior siding and trim; (d) repair or replacement of the porch, decking, railings and stairs; and (e) repair, replacement or removal of any accessory structures. The City will provide the Grantee(s) with written notice of the work that must be performed. That work shall be completed no later than twelve (12) months from the date of the recordation of the deed or eleven (11) months from the date of the written notice, whichever is later. The foregoing work shall be performed to the reasonable satisfaction of the City.
5. The Grantee shall complete the rehabilitation of the interior of the dwelling and obtain a permit for its occupancy no later than twenty-four (24) months from the date of the recordation of this deed.
6. All work required herein shall be performed to the reasonable satisfaction of the City. The City and its designees shall have right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing, that it is being performed to the

reasonable satisfaction of the City, and that it is completed in the manner and within the time frames prescribed herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of inspections.

7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of work described in paragraphs 1- 5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraphs 1-5 above are not satisfied in a timely manner.
9. In furtherance of the terms and provisions set forth in the preceding section the Grantee hereby grants the City Administrator (or acting or interim City

Administrator) of the City the power and authority, in its stead, to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City

10. The terms and provisions of paragraphs 8 and 9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein.
12. In the event the City institutes litigation to enforce the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore and it prevails, the Grantee shall be liable for the City's reasonable attorneys' fees, court costs, and litigation expenses.
13. If any clause or provision of the covenants and agreements set forth in the numbered and lettered paragraphs hereinbefore is illegal, invalid, or unenforceable under present or future laws in effect during the applicable time frames for the performance of the obligations set forth herein, then and in that event, it is the intention of the parties hereto that the remainder of the said covenants and agreements shall not be affected thereby; and it is also the intention of the City and Grantee that, in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added a clause or provision as similar in terms to such

illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and duly attested all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

PHILLIPS, EDWARDS AND GRACE, LLC

By: _____(SEAL)
Signature

Printed Name

Job Title/Position

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$5,286.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the _____ of the Grantee, and acknowledged the foregoing to be the act and deed of the said Grantee and that **he/she** is duly authorized by it to make this acknowledgement.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

ATTORNEY CERTIFICATION

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. The undersigned did not perform a title search in connection with the preparation of this deed.

Michael Scott Cohen

Subject Property:

840 Gephart Dr.
Cumberland, MD 21502
Tax ID No. 06-013528

File Attachments for Item:

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

ORDINANCE NO. 4038

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

Underlining = material added to this Ordinance as introduced

~~Strikethrough~~ = material deleted from this Ordinance as introduced

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

RECITALS

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

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~~Strikethrough~~ = material deleted from this Ordinance as introduced

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

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

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

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

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

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

Underlining = material added to this Ordinance as introduced
~~Strikethrough~~ = material deleted from this Ordinance as introduced

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

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

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

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

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

Underlining = material added to this Ordinance as introduced

~~Strikethrough~~ = material deleted from this Ordinance as introduced

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

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

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

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

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

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

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

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so stated); and any such costs that may represent the City's share or contribution to the financing or refinancing of any such Project (collectively, "Costs of the Projects" or "Costs").

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

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

(d) The Mayor and City Council, by enactment of an ordinance that supplements and amends this Ordinance (a "supplemental ordinance") and, to the extent applicable, by adoption of one or more resolutions that supplement and amend any resolution or resolutions adopted pursuant to this Ordinance or that are adopted in furtherance of any such supplemental ordinance, and without notice to or consent of the registered owners of any issued series of the Bonds (or the registered owners of any issued series of the BANs), may reallocate any portion of the principal amount thereof to be spent on Costs of the Projects (as such definition may be amended by supplemental ordinance)

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of one or more additional projects identified in such supplemental ordinance and, in such event, (i) references in this Ordinance to the “Projects” shall be deemed to include the Projects identified in subsection (a) above and all such additional projects (unless any original or additional project is removed entirely from the definition of the Projects by a supplemental ordinance), and (ii) references in this Ordinance to “Costs of the Projects” and “Costs” shall be deemed to include any modifications to such definition, as applicable. After any such reallocation is made by supplemental ordinance, the Mayor and City Council, without having to further amend this Ordinance and without notice to or the consent of the registered owners of any issued series of the Bonds (or the registered owners of any issued series of the BANs), may reallocate the maximum principal amount of any issued series of the Bonds (or of any issued series of the BANs), to be spent on Costs of the Projects among all such authorized projects in compliance with applicable budgetary procedures or applicable law.

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

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

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

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

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

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

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

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

SECTION 6. (a) Pursuant to the authority of the Enabling Act, the Bond Anticipation Note Act, Sections 81 and 82A of the Charter and this Ordinance, the City is hereby authorized and

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

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or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 6 for more than one series of the BANs.

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

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

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

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of the Bonds or portions thereof to be refunded, (ii) costs and expenses incurred in connection with the issuance, sale and delivery of such series of the Refunding Bonds, including, without limitation, legal and financial costs and costs of any credit enhancement or liquidity enhancement, and (iii) to the extent determined or provided for by the Mayor and City Council by resolution, paying interest on such series of the Refunding Bonds, in each such case (A) for the public purpose of (1) realizing savings in the total cost of debt service on a direct comparison or present value basis, (2) debt restructuring that reduces the total cost of debt service, or (3) debt restructuring that the City determines is in its best interests, is consistent with the City's long-term financial plan, and realizes a financial objective of the City, including improving the relationship of debt service to any source of payment such as taxes, assessments or other charges, or (B) for any other purpose then authorized by the Refunding Act or other applicable law, as determined by the Mayor and City Council by resolution; provided that, the original aggregate principal amount of any such series of the Refunding Bonds shall not exceed one hundred thirty percent (130%) of the outstanding aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds may consist of one or more bonds and any such bond may be issued in installment form and/or draw-down form. Any series of the Refunding Bonds may be issued in any fiscal year of the City. Prior to the sale, issuance and delivery of each series of the Refunding Bonds, the Mayor and City Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the Refunding Bonds, the same types of matters, details, forms, documents, procedures and determinations detailed to be made in Section 5 hereof with respect to each series of the Bonds, to the extent applicable to such

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series of the Refunding Bonds, and as otherwise may be authorized or required by applicable law, including, without limitation, the purposes of the Refunding Act to be achieved by the issuance of such series of the Refunding Bonds; unless otherwise required by applicable law, the selection of any escrow agent, verification agent, investment bidding agent or other service provider; the determination of the Bonds to be refunded in whole or in part from such series of the Refunding Bonds; and any documents, agreements, instruments or certificates necessary or desirable in connection with the refunding. By resolution the Mayor and City Council may determine or provide for the determination of how any unexpended proceeds of any series of the Refunding Bonds, premium realized upon sale and/or investment earnings on proceeds of such series of the Refunding Bonds shall be expended, which may include, without limitation, on refunding the applicable Bonds, on costs of issuance of such series of the Refunding Bonds or on debt service payable or prepayable on such series of the Refunding Bonds, to the extent permitted by applicable law. By resolution the Mayor and City Council may delegate to one or more City officials or employees the authority to make any determinations, approvals or decisions with respect to any series of the Refunding Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 7 for more than one series of the Refunding Bonds.

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

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

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

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Allison K. Layton, City Clerk

Introduced: _____, 2025

Passed: _____, 2026

Votes for passage: _____

Votes against passage: _____

Effective: _____, 2026

#242609;10002.084

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File Attachments for Item:

. Order 27,912 - authorizing the execution of an Outdoor Dining/Outdoor Seating Lease Agreement with Daniel Malamis (DBA Cafe' Mark) for the use of the public right of way immediately in front of and adjacent to the property for a term effective November 1, 2025 through October 31, 2026

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

ORDER NO. 27,912

DATE: December 16, 2025

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:

Daniel Malamis DBA Café Mark

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 November 1, 2025 through October 31, 2026.

Raymond M. Morriss, Mayor

OUTDOOR DINING LEASE AGREEMENT

THIS OUTDOOR DINING LEASE AGREEMENT ("Lease") is made and executed this 12 day of Nov, 2025, by and between the **Mayor and City Council of Cumberland**, a Maryland municipal corporation (the "City") and **DANIEL MALAMIS DBA CAFÉ' MARK** ("Lessee").

WHEREAS, Lessee operates a restaurant at 37 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 inches and length of 34 feet 10 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 November 1, 2025, 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:
Jody Malamis
Café Mark
37 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

By: _____
Raymond M. Morriss, Mayor

DANIEL MALAMIS

Witness

Jody Malamis (Seal)
Signature

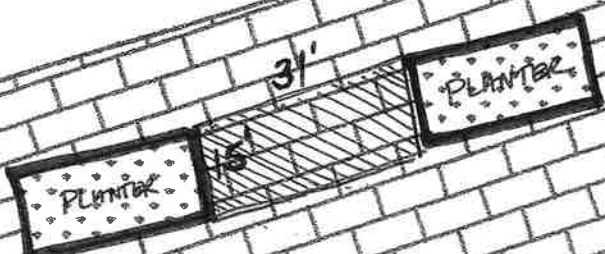
Jody Malamis
Printed Name

RBC WEALTH
MANAGEMENT

B.G.S.&G.

48

B.G.S.&G.



55

FORT
CUMBERLAND
EMPORIUM

49

EMBASSY
THEATRE

47

ART
GALLERY

43

BALTIMORE
STREET
COLLECTIBLES

41

JEWELRY
STORE

CAFE
MAKK.

CBC

CITI
FINANCIAL

Morhous Street

File Attachments for Item:

. Order 27,913 - approving the purchase from Target Solutions Learning, LLC for the Vector Solutions management platform in the amount not to exceed \$12,635 for use by the Cumberland Fire Department for training, compliance and documentation management

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

ORDER NO. 27,913

DATE: December 16, 2025

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

THAT, the proposal from Target Solutions Learning, LLC d/b/a Vector Solutions, 4890 W. Kennedy Blvd, Suite 300, Tampa, FL 33609 for the Vector Solutions management platform be and is hereby approved in the amount not to exceed Twelve Thousand Six Hundred Thirty Five Dollars and No Cents (\$12,635.00).

Raymond M. Morriss, Mayor

Budget Number: 001.043.48200

Council Agenda Summary

Meeting Date: Dec. 3, 2025

Key Staff Contacts: Fire Chief Shannon Adams
Capt. Douglas Beitzel & Brandi Snyder

Item Title: Software Purchase for the Fire Department.

Requesting the approval of the purchase of Vector Solutions from Target Solutions Learning, LLC at a cost of \$12,635. This is for a management platform to be used for department training, compliance and document management.

The Vector Solutions platform provides a comprehensive, all-in-one system for:

- Fire and EMS training and continuing education
- Certification and credential expiration tracking
- Training documentation and reporting
- Compliance management tools
- Inspection tracking using the *Check It* mobile application
- Incident, asset, and equipment documentation
- ISO support documentation and tracking features
- Centralized access for all members

A major advantage is the inclusion of the Check It app, which will eliminate the current use of multiple personal spreadsheets for vehicle checks, equipment accountability, station inspections, and asset documentation. This significantly improves standardization, accountability, and audit readiness.

Amount of Award: \$12,635.00

Budget number: 001.043.48200

Grant, bond, etc. reference:

Purpose of Report

The purpose of this report is to formally explain and justify the Cumberland Fire Department's decision to select Vector Solutions as our official training, compliance, and documentation management platform over two lower-cost alternatives: Prodigy EMS and Lexipol (FireRescue1).

While Vector Solutions represents a higher initial investment of approximately \$12,000 annually, the expanded capabilities, cost-saving efficiencies, and operational improvements associated with this platform make it the most fiscally responsible and strategically sound choice for the City and the Department in the long term.

Platforms Evaluated

1. Vector Solutions – Approx. \$12,000

Vector Solutions provides a comprehensive, all-in-one system for:

- Fire and EMS training and continuing education
- Certification and credential expiration tracking
- Training documentation and reporting
- Compliance management tools
- Inspection tracking using the *Check It* mobile application
- Incident, asset, and equipment documentation
- ISO support documentation and tracking features
- Centralized access for all members

A major advantage is the inclusion of the *Check It* app, which will eliminate the current use of multiple personal spreadsheets for vehicle checks, equipment accountability, station inspections, and asset documentation. This significantly improves standardization, accountability, and audit readiness.

2. Prodigy EMS – Approx. \$4,500

Prodigy EMS provides:

- EMS-focused continuing education content

However, it does not include:

- Any fire training modules
- Inspection tracking
- ISO-related documentation

Credential or compliance tracking tools

Equipment or asset management

This platform addresses only one portion of our mission, requiring us to maintain additional systems (and costs) for cross-coverage and documentation.

3. Lexipol / FireRescue1 – Approx. \$6,000

Lexipol provides an extensive training library for Fire/EMS; however:

It does not offer internal tracking systems

No built-in inspection documentation tools

No ISO tracking or support functionality

No credential tracking features

Lexipol functions as a content library only, and would still require a separate system to manage compliance documentation and reporting.

Financial Justification

Although Vector Solutions is the highest upfront expense, the platform:

Reduces staff hours spent on manual data entry & attending courses off duty

Eliminates the need for separate spreadsheet systems

Decreases risk of inspection and certification lapses

Improves documentation for ISO evaluations

Reduces future need for additional subscriptions or add-on software

When considering time saved, risk reduction, compliance improvement, and ISO readiness, Vector Solutions presents the strongest return on investment for the city.

Summary

In summary, although the initial cost is higher, the long-term operational savings, efficiency gains, and regulatory readiness justify the additional investment. Vector Solutions is the most responsible and strategic choice for the City of Cumberland and its Fire Department.

**TargetSolutions Learning, LLC Order Form
Schedule A****Date:** Monday, December 8, 2025**Client Information**

Client Name: Mayor and City Council of Cumberland	
Address: Cumberland Fire Department, 20 Bedford Street Cumberland, MD 21502	
Primary Contact Name: Doug Beitzel	Primary Contact Phone: 301-707-8433

Agreement Term

Effective Date: 01/01/2026	Initial Term: 36 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable		
Billing Address: Cumberland Fire Department, 20 Bedford Street Cumberland, Maryland 21502		Billing Phone: 301-707-8433 Billing Email: accounts.payable@cumberlandmd.gov
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSCHECKIT-BL	Vector Check It - Blended Per Person Assigned PPE/Equipment and Vehicles, Storage and/or DrugBox's	PPE and/or Equipment assigned to individuals	61	\$69.00	\$4,209.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	61	\$131.00	\$7,991.00
TSMMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$435.00	\$435.00

Annual Total: \$12,635.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
CHECKITIMP	Check It One-time Implementation Fee		1	\$0.00	\$0.00
TSPS-IMP	Vector LMS, TargetSolutions Edition Implementation Investment	One Time set-up and implementation fee; includes site customization, training and data upload support	1	\$0.00	\$0.00

One-Time Total: \$0.00

Total (including Annual and One-Time): \$12,635.00*This is not an invoice.*Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Minimum Annual Commitment) will be invoiced at the per Named User rate stated in the Order Form, on a prorated basis determined by the date such Users are added during the contract year. Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent contract years during the Term.
2. Fees during the Initial Term shall be increased by 5.0% per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.

4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609

Mayor and City Council of Cumberland
Cumberland Fire Department, 20 Bedford Street
Cumberland, MD 21502

By: _____

By: _____

Printed Name: Jillian Conrad

Printed Name:

Title: Director of Sales, SMB Sales Team

Title:

Date: _____

Date: _____

By: _____

Printed Name:

Title:

Date: _____

By: _____

Printed Name:

Title:

Date: _____

File Attachments for Item:

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

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

ORDER NO. 27,914

DATE: December 16, 2025

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

THAT, the bid for a 2010 GMC Sierra 1500 from the “2025 Sale of Surplus Equipment on GovDeals” accepted from Isniqu Nokshiqi authorized by Order No. 27,886, be and is hereby rescinded due to non-compliance with bid procedures; and

BE IT FURTHER ORDERED, that the bid of Barbara Shaffer for said vehicle be and is hereby accepted:

Unit #	Description	Bidder	Bid Amount
502 P&R	2010 GMC Sierra 1500	Barbara Shaffer	\$1,775.00

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,915 - authorizing the execution of an Operating Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD's provision of an amount not to exceed \$20,000 in grant funds to be used for consulting services for a Real Estate Development Plan to assist with downtown Cumberland's Revitalization Strategy, and authorizing the Comptroller to accept these funds

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

ORDER NO. 27,915

DATE: December 16, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Operating Assistance Grant Program grant agreement with the Maryland Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00) in grant funds to the City to be used for consulting services for a Real Estate Development Plan to assist with downtown Cumberland's Revitalization Strategy; and

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

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 16, 2025

Key Staff Contact: Melinda Kelleher, Small Business Development & Main Street Manager

Item Title: *Cumberland Main Street – Strategy for a Vibrant Future*

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

Consider describing in detail 1) what the project / purchase / contract/ presentation, etc. entails; 2) what funding will be used; 3) whether the project, etc. is budgeted for this fiscal year or what other funding will apply; 4) if sole source, how the purchase qualifies under the code provisions; 5) benefits to City; 6) timeline, etc.

Cumberland Main Street has been awarded a \$20,000 Technical Assistance Grant (TAG) from the Maryland Department of Housing and Community Development (DHCD). There is no match required for this grant.

The funds will be used for consulting services from Downtown Redevelopment Services for a Real Estate Development Plan to help with downtown Cumberland's Revitalization Strategy. The study will include:

- Market and Demographic Analysis
- Downtown Property Assessment and Programming
- Redevelopment Concepts and Final Plan

The grant agreement is attached and we need approval of the agreement for the Mayor's signature.

Amount of Award: \$20,000

Budget number:

Grant, bond, etc. reference:

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

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

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes: Technical Assistance Grants ("**TAG Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.11.01, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of TAG is to assist local governments and nonprofits with operating costs to build capacity to achieve their community revitalization and economic development goals.

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

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

1. **Specific Purpose.**

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

2. **Grant Amount.**

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000) (the "**Grant**").

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

3. **Grantee Contribution.**

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

4. Grant Period.

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

5. Expenditure of the Grant.

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

6. Disbursement of the Grant.

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

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

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

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

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

(f) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant; (iii) Grantee is in default of the terms of this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(g) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or another State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

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

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

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

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

8. General Requirements of Records and Reports: Inspection.

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

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

(c) Final Report. Grantee shall submit to DHCD a final report (the "**Final Report**") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling

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

9. Modifications.

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

(b) Modifications not requiring a written instrument.

(i) Modifications to the Project.

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

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

B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Nondiscrimination and Drug and Alcohol Free Workplace.

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

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

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

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

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

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

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

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

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

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

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

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

13. Fair Practices Certification.

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

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

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

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

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

14. Indemnification.

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

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

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

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

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

(a) Communications to DHCD shall be mailed to:

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

(b) Communication to Grantee shall be mailed to:

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

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

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

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

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

21. Execution. The parties agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process

attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Each person signing this Agreement on behalf of a Party represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

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

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

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

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

MAYOR AND CITY COUNCIL OF CUMBERLAND,
MARYLAND

By: _____ (SEAL)
Name: Melinda Kelleher
Title: _____

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

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

Approved for form
and legal sufficiency

Effective Date

Assistant Attorney General

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

EXHIBIT A

OPERATING ASSISTANCE GRANT PROGRAM

PROJECT ACTIVITIES

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

GRANTEE: Mayor and City Council of Cumberland, Maryland

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

GRANT AMOUNT: \$20,000

USE OF FUNDS: Funds will be used to support consultant fees for a comprehensive real estate development plan and market study.

OTHER CONTRIBUTION(S)

<u>Source of Funds</u>	Amount	Value Derivation
N/A	\$N/A	N/A

EXHIBIT B

OPERATING ASSISTANCE GRANT PROGRAM

PROJECT BUDGET

USES OF FUNDS	DHCD	TOTALS
Consultant Fees	\$20,000	\$20,000
TOTALS	\$20,000	\$20,000

EXHIBIT C

OPERATING ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

N/A

**EXHIBIT D
DEBARMENT AFFIDAVIT**

A. Authorized Representative

I HEREBY AFFIRM THAT:

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

B. Certification of Corporation Registration and Tax Payment

I FURTHER AFFIRM THAT:

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

Grantee's Resident Agent: _____

Resident Agent's Address on File: _____

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

C. Affirmation Regarding Bribery Convictions

I FURTHER AFFIRM THAT:

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

D. Affirmation Regarding Other Convictions

I FURTHER AFFIRM THAT:

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

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

E. Affirmation Regarding Debarment

I FURTHER AFFIRM THAT:

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

and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension]:

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

I FURTHER AFFIRM THAT:

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

G. **Sub-Contract Affirmation**

I FURTHER AFFIRM THAT:

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

H. **Acknowledgment**

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

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

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

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

MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND (Grantee)

By: _____ (SEAL)

Name Melinda Kelleher

Title:

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

Please upload an official **purchased** copy of a Certificate of Good Standing for your organization (in PDF format) - use this link to purchase the certificate:

<https://egov.maryland.gov/BusinessExpress/EntitySearch>.

Note: The Certificate of Good Standing must have been purchased within the last 30 days.

File Attachments for Item:

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

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

ORDER NO. 27,916

DATE: December 16, 2025

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

THAT, the following General Fund appropriations and transfers be and are
hereby approved for Fiscal Year 2024-2025:

	Original Budget	Budget Changing Ordinances	Current	Revised Amended Budget	Adjustment Required
Expenditures					
General Government	\$ 2,327,303	\$ -	\$ 2,327,303	\$ 2,349,303	\$ 22,000
Public Safety	15,664,822	-	15,664,822	17,220,822	1,556,000
Public Works	3,462,776	-	3,462,776	3,756,776	294,000
Community Dev & Housing	2,259,585	-	2,259,585	1,828,585	(431,000)
Debt Service	3,734,332	-	3,734,332	4,095,332	361,000
Operating Transfers	5,612,645	-	5,612,645	5,464,645	(148,000)
Total Expenditures	\$ 33,061,463	\$ -	\$ 33,061,463	\$ 34,715,463	\$ 1,654,000

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 16, 2025

Key Staff Contact: Ken Tressler and Mark Gandolfi

Item Title:

City of Cumberland – FY 2025 Year-end Budget Adjustment & Notice of Assignment of Funds

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

An order approving the following FY 2025 General Fund budget adjustments.

		Original Budget	Budget Changing Ordinances	Current	Revised Amended Budget	Adjustment Required
	Expenditures					
(1)	General Government	\$ 2,327,303	\$ -	\$ 2,327,303	\$ 2,349,303	\$ 22,000
(2)	Public Safety	15,664,822	-	15,664,822	17,220,822	1,556,000
(3)	Public Works	3,462,776	-	3,462,776	3,756,776	294,000
(4)	Community Dev & Housing	2,259,585	-	2,259,585	1,828,585	(431,000)
(5)	Debt Service	3,734,332	-	3,734,332	4,095,332	361,000
(6)	Operating Transfers	5,612,645	-	5,612,645	5,464,645	(148,000)
	Total Expenditures	\$ 33,061,463	\$ -	\$ 33,061,463	\$ 34,715,463	\$ 1,654,000

- (1) General Government - IT Department with one additional employee following a loss of grant funding.
- (2) Public Safety - One-time \$1.8 million GASB 87 lease accounting entry for the Stryker medical equipment.
- (3) Public Works - Received backordered capital equipment and increased costs for street lighting electricity and ic
- (4) Community Dev & Housing - Less infill development than budgeted.
- (5) Debt Service - Due to GASB 87 and 96 accounting standards requiring entries for subscription principal payments
- (6) Operating transfers - Due to timing differences on xfers such as delayed construction of Cumberland Street

The unassigned fund balance meets the fund balance policy's goal to achieve and maintain an unassigned General Fund balance equal to 25.0% of budgeted expenditures.

The FY 2025 financial statements present the General Fund's fund balance as:

Fiscal Year 2025			
Fund Balance	Beginning	Change	Ending
Nonspendable	\$ 3,010,083	\$ (101,402)	\$ 2,908,681
Restricted	5,192,515	(1,352,599)	3,839,916
Assigned	5,924,345	(1,737,853)	4,186,492
Unassigned	9,213,668	423,559	9,637,227
	<u>\$ 23,340,612</u>	<u>\$ (2,768,295)</u>	<u>\$ 20,572,316</u>

File Attachments for Item:

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

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

ORDER NO. 27,917

DATE: December 16, 2025

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

THAT, the Mayor be and is hereby authorized to execute the FY26 ENOUGH Grant Program agreement with the Maryland Governor's Office for Children for a total amount not to exceed Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00) in grant funds to the City of Cumberland, in partnership with the Local Management Board of Allegany County, Inc., for the period November 1, 2025 through September 30, 2027; and

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

Raymond M. Morriss, Mayor



THE OFFICE OF GOVERNOR
WES MOORE

GOVERNOR'S OFFICE FOR CHILDREN

December 1, 2025

City of Cumberland
Raymond Morriss
Renee Kniseley
57 N. Liberty Street
Cumberland, MD 21502

RE: FY26 ENOUGH Grant Program Award

Dear Raymond Morriss and Renee Kniseley:

I am pleased to inform you that the City of Cumberland has received approval for grant funding from the FY26 ENOUGH Grant Program in the amount of \$210,000. Enclosed is the Grant Award Commencement Packet containing information and forms necessary to initiate the grant award.

Please pay particular attention to the instructions included, as it is important that you carefully review all General Conditions attached to this award. The Authorized Official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the Grant Award Commencement Packet. The packet must be submitted to Tracey Webb via email at tracey.webb@maryland.gov, within thirty (30) CALENDAR DAYS.

If you have any questions or need any clarification regarding this grant award, please contact Christina Drushel Williams, by email at christina.drushel@maryland.gov. Together we are impacting lives and changing Maryland for the better!

Sincerely,

Christina Drushel Williams
Director of Community Initiatives
Governor's Office for Children

cc: Tracey Webb, Grants and Data Manager



goc.admin@maryland.gov



goc.maryland.gov

Grant Award - General Conditions

Grant Award & Acceptance Form

Grant Award Number:	2026-ENGH-0021	
Recipient:	City of Cumberland	
Award Period:	November 1, 2025 - September 30, 2027	CFDA: State

Funding Summary	Grant Funds	\$210,000
	Cash Match	\$0.00
	In-Kind Match	\$0.00
	Total Project Funds	\$210,000

This Grant Award is hereby made for financial assistance by the Governor's Office for Children in accordance with the Maryland Code, Human Services Article § 8-501. This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's original application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission, within fourteen (14) calendar days of a fully executed original of this document signed by the duly authorized official of the recipient unit of government or recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

Grant Award - General Conditions

1. General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this award packet are the Maryland Governor's Office for Children (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source.

2. Grant Award Payment

100 percent (100%) of funds will be granted upon the Office's receipt of the grantee's signed Grant Award Commencement Packet. It is required that the grantee is registered with the Maryland Comptroller's Office to receive electronic payment. Please visit the Maryland Comptroller's Office website, <https://www.marylandtaxes.gov/divisions/gad/eft-program.php>, for information on signing up for electronic funds transfer/ACH to receive payments.

3. Statutes and Requirements of State and Federal Funds

This award is subject to applicable State of Maryland (COMAR) requirements for the relative funding source. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance.

4. Award Period of Performance

The award is for the time period stated in the award packet and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period.

5. Award Acceptance Document

Acceptance of this award constitutes a commitment.

The award packet must be signed by the Authorized Official (electronic signature is acceptable). This signed document must be received by the Office within 30 (thirty) CALENDAR DAYS of receipt of the award packet. The Authorized Official is the head of the agency receiving the award.

6. Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. COMAR 21.09.01.16 (Compensation - personnel services).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

Grant Award - General Conditions

7. Consultant Rates

The requirements related to consultant rates apply to all GOC awards. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. **Rates above this threshold will be considered on a case-by-case basis and require prior approval.** Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOC written approval will be disallowed.

8. Procurement

If the grantee does not have written procurement guidelines, the grantee must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-table-of-contents/>.

9. Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, the grantee must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office for Children funded this project under award number **2026-ENGH-0021.**"

10. Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this award has been awarded. Any line item paid for with Office grant funds must be used to supplement the grantee's existing budget and may not replace any funds that were already included in the grantee's existing or projected budget.

11. Budgeted Match Above Standard Requirements

The grantee's acceptance of this award constitutes a commitment that the budgeted match (if applicable), as stated on the Award Packet may be above the standard requirements and will remain so throughout the life of the award. The grantee agrees that the required match (if applicable) will be allotted, and relative expenditures reported, for each reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this award. Any requested change to this match (if applicable) must be submitted electronically via email to tracey.webb@maryland.gov and is subject to prior approval by the Office.

12. Expended Grant Funds During Award Period

All grant funds related to the award project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the award period or any pre-authorized extension thereof.

Grant Award - General Conditions

13. Grant (Program) or Budget Modifications

Grant modifications must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. Grant modifications submitted by anyone else will be returned to the grantee. There are two types of grant modifications:

14. Grant (Program) Modification

A modification for non-budgetary changes to a grant that include, but are not limited to: project scope, changes to the performance measures, addition or removal of a program, etc.

Transfer or addition of professional/consultant services must also be included in the grant modification. Alterations to the goals, activities and/or outcomes as applicable must be outlined in the request. Recipients must also submit an associated budget modification form if significant budget changes are required to accomplish tasks. All documentation submitted to the Office is subject to the Public Information Act (PIA).

15. Budget Modifications

Grantees may request a modification to the approved budget in order to reallocate dollar amounts among budget categories within the existing award amount. The original award amount may not be increased. A budget modification should be submitted if the re-allocation amount is 10% of the grant award or \$30,000 and greater.

Grant Modification Approval Timeline: The grantee may submit a grant (program) or budget modification at any time during the year. The deadline for all modification requests is thirty (30) days prior to the end of the grant award period. Grantees should act as soon as possible to submit a grant modification to minimize after-the-fact requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

Approval will be communicated from the Office. The activity and/or funding reallocation may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office.

16. Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the grantee entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the head of the agency receiving the award.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office electronically and contain all the following:

- a. Authorized official's contact information: All of the contact information for the new authorized official.
- b. Statement of authority: The new authorized official must state that they are the authorized

Grant Award - General Conditions

official for the organization and provide their job title and the date on which they assumed the role of authorized official.

- c. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official; Authorized Point of Contact; Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. always sign all award documents, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times, please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Grantees may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the grantee.

17. Issuance of Statements, Press Releases, or Other Documents

When issuing public statements, press releases, or other documents related to this grant award project or when conferences, seminars, workshops, or forums are held in reference to this grant project, the grantee agrees that the source of funding of this grant project and the role of the Office must and will be clearly acknowledged. The grantee will ensure that all publications resulting from this grant project will have the following language on the publication: "The Governor's Office for Children funded this project under award number "2026-ENGH-0021" (the grant award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

18. Reproduction and Sharing of Award and Project Materials

The Office has the right to reproduce, with attribution, and share all materials and documents generated as a result of this grant award.

19. Privacy and Confidentiality of Client Records

The grantee must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

20. Submission of Reporting

The grantee must implement the grant project in accordance with the approved narrative and budget set-forth in the award. Instructions for the preparation and submission of required quarterly program and financial reports will be issued by the Office. Reports submitted not in compliance with the issued instructions will be returned to the grantee for correction.

Quarterly **program** reports are due to the Office on the following schedule:

- January 15 (for the period of October 1-December 31)
- April 15 (for the period of January 1-March 31)
- July 15 (for the period of April 1-June 30)

Grant Award - General Conditions

- October 15 (for the period of July 1-September 30)

Quarterly **financial** reports are due to the Office on the following schedule:

- January 30 (for the period of October 1-December 31)
- April 30 (for the period of January 1-March 31)
- July 30 (for the period of April 1-June 30)
- October 30 (for the period of July 1-September 30)

The Office may require additional reports not referenced herein.

The Office may require a grantee to amend/correct a report or electronic data submission that is incomplete, incorrect, technically insufficient or includes another error.

A request for modification of the Agreement will not be approved if the grantee is not in compliance with required reports.

Failure to submit required reports will result in withholding of payment(s), as applicable.

21. Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the grantee.

22. Holding Funds

In accordance with policy, the Office will hold the release of funds until the grantee is in compliance with the filing of all reports, submission of documentation, and has resolved any remaining issues.

23. Monitoring Expenditures

To verify the appropriateness of all grant fund related expenditures, Office staff will monitor the use of grant funds as reported by grantees. Supporting documentation must be maintained on-site and/or electronically, be available upon request, correlate with the required reporting, and be maintained as necessary to provide that obligations under this award and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, to make audits, examinations, excerpts, and transcripts.

24. Records Retention

Records will be maintained in accordance with the provisions noted herein and in compliance with federal and State law.

Grant Award - General Conditions

25. Termination of Award

The performance of work under this grant award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the grantee fails to fulfill obligations under this grant award properly and on time, or otherwise violates any provisions of the grant award, the Office may terminate the grant award by written notice to the grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the grantee shall become Office property. The Office will pay all reasonable costs associated with this program that the grantee has incurred prior to the date of termination, and all reasonable costs associated with the termination of the grant award.

26. Civil Rights Discrimination

The grantee affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, gender identity, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The grantee also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The grantee must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600.

27. Proof of Applicable Audit Regulations - On Site

The grantee must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their award. Non-Profit organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

28. Reporting Fraud, Waste and Abuse

The grantee must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>.

29. Computer Equipment/Program/Network Procurement

No grant award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Grant Award - General Conditions

30. No Distracted Driving While Performing Program Duties

The grantee is to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

31. Services to those with Limited English Proficiency

The grantee is obligated to provide services to Limited English Proficient (LEP) individuals. State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

32. Drug-Free Workplace Requirements

The grantee is subject to the applicable requirements regarding the state drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>).

33. Ownership of Intellectual Property

The grantee shall retain copyright and ownership of all deliverables and work products created or authored solely by recipient employees under this Grant Award. The grantee and GOC will jointly own all rights, title to and interests in any and all intellectual property that are created, reduced to practice or authored jointly by the grantee and GOC employees. GOC will own all rights, title to and interests in any and all intellectual property that are created, conceived of, reduced to practice or authored solely by GOC employees. The grantee will jointly own data developed under this grant agreement with GOC and the respective data owner(s). For purposes of this Grant Award, work product ("Work Product") shall be defined as the writings, notes, memoranda, reports, research, web products, and materials created and generated under this Grant Award distinct from deliverables. The State of Maryland and GOC shall retain a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce, modify, distribute, and disclose any and all Deliverables and other Work Product developed or created by the grantee under this Agreement, in whole or in part, for any purpose related to its governmental functions, without limitation, throughout the duration of this Agreement and in perpetuity thereafter.

34. Individual and Community Data Rights

Each party agrees to respect and protect the rights, privacy, and confidentiality of individuals and any community-based organizations ("CBOs") whose data may be collected, used, or shared in connection with this Agreement.

- A. All data originating from or owned by individuals, grantees, or CBOs shall remain under the control of the originating individual, grantee, or CBO, as applicable, unless otherwise explicitly agreed upon in writing. Each Party shall comply with all applicable privacy and data protection laws, regulations, and standards when handling such data.

Grant Award - General Conditions

- B. Where data from individuals, grantees, or CBOs is used in the creation of intellectual property (whether solely or jointly developed), the Parties shall ensure the data is handled, processed, and incorporated in accordance with all relevant privacy and data protection requirements and in a manner consistent with any express data-sharing agreements with those individuals, grantees, or CBOs.
- C. Unless otherwise agreed in writing, no intellectual property developed under this Agreement shall confer ownership or control over the original data of any individual, grantee, or CBO. Any use or disclosure of such data within the context of the developed intellectual property shall be strictly limited to the purposes authorized by the relevant individual, grantee, or CBO.
- D. Survival: The obligations under this Clause shall survive the termination or expiration of this Agreement, as necessary to give full effect to the rights and obligations of the Parties regarding intellectual property and data rights.
- E. Dispute Resolution: In the event of a dispute regarding intellectual property or data rights, the Parties agree to promptly meet in good faith to attempt to resolve any disagreements. If the Parties are unable to resolve the dispute informally, the matter shall be resolved in accordance with the dispute resolution provisions contained in this Agreement or as otherwise mutually agreed upon.

35. Use of Artificial Intelligence (AI)

The Governor's Office for Children (GOC) utilizes private generative AI models in our analysis of assessment data. The selected models adhere to our data governance, privacy, and security standards and assist in data summaries, insights, and predictive outputs. GOC is accountable to the accuracy, ethics, and pertinence of our AI assisted work products, and will be thoroughly reviewed and validated before use.

Grant Award - General Conditions

IN WITNESS WHEREOF, the **State** has executed this **Agreement**.

THE STATE OF MARYLAND

BY: _____
Special Secretary, Governor's Office for Children

DATE: _____

CITY OF CUMBERLAND

BY: _____, Authorized Official
Grantee

DATE: _____

File Attachments for Item:

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

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

ORDER NO. 27,918

DATE: December 16, 2025

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

THAT, the proposal from Micro-Tech Designs, 4312 Black Rock Road, Hampstead, MD 21074, for the WRF & WFP Integration Services Project (2025-11-WRF) to perform PLC Replacement, including materials and labor for the GBT Panel and Dewatering Panel in the cost not to exceed Sixty Six Thousand One Hundred Eighty Six Dollars and No Cents (\$66,186.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget: 003.399DD.65000

Council Agenda Summary

Meeting Date: 12/16/2025

Key Staff Contact: Robert Smith, PE

Item Title:

WRF & WFP Integration Services Agreement

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

The City of Cumberland's Water Reclamation Facility (WRF) will need to utilize the services of Micro-Tech Designs in order to perform PLC Replacement materials and Labor for the GBT & Dewatering Building Panels. The cost breakdown will be \$66,186.00 of which \$41,902.00 will be for GBT Panel and \$24,284.00 will be for Dewatering.

See previous M&CC order 27,756

Amount of Award: \$66,186.00 (FY25)

Budget number: 003.399DD.65000

Grant, bond, etc. reference: City Funds

**Micro-Tech Designs, Inc.**

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

QUOTE*We're In Control*

November 14, 2025

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

Re.: Cumberland WWTP GBT & Dewatering Buildings
Rev1

Dear Mr. Sloane,

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

Wastewater Treatment Plant

- PLC replacement material and labor for GBT Panel

Lot Price \$41,902.00

- PLC replacement material and labor for Dewatering Panel

Lot Price \$24,284.00

Total Lot Price \$66,186.00

Applicable taxes are not included

The above quotation is valid for 30 days

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

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

Sincerely,
Micro-Tech Designs, Inc.

Wes Martin Jr.

File Attachments for Item:

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

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

ORDER NO. 27,919

DATE: December 16, 2025

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. 6 Oldtown Road Tax ID No. 04-019172

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

Raymond M. Morriss, Mayor

File Attachments for Item:

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

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

ORDER NO. 27,920

DATE: December 16, 2025

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

THAT, the 2024 Annual Report of the Cumberland Planning Commission be and
is hereby adopted and effective this date.

Raymond M. Morriss, Mayor

***Attachment**



ANNUAL REPORT OF THE CUMBERLAND PLANNING COMMISSION

CY2024: January 1 – December 31, 2024

Adopted by the Cumberland Planning Commission on October 27, 2025

I. Introduction

The Land Use Articles of the Annotated Code of Maryland (formerly known as Article 66B) requires that every local Planning Commission prepare an Annual Report to assess development activity and public facility changes over the past year and assess their consistency with adopted plans for the local government, adjoining local governments, and state agencies that provide funding assistance for the City's public facility improvements. The reporting requirements were expanded in 2009 by the Maryland General Assembly to include requirements for local governments to establish a specific percentage goal to increase the percentage of new development located within the local government's Priority Funding Area and to report on a series of "performance measures" to demonstrate the community's progress in concentrating growth and development. An additional legislative change adopted in 2014 requires that a report on the implementation status of adopted Comprehensive Plan initiatives to be included in an annual report not more than five years after adoption or update, which would be the 2018 Annual Report for the 2013 Comprehensive Plan. These new requirements are all codified in the Land Use Article. The New Law exempts municipalities from the additional (2009) reporting requirements where all of the land in the municipality is located within a Priority Funding Area and where the municipality issues fewer than 50 building permits for "new residential units" in the reporting year. According to the 2010 determination by the Maryland Department of Planning, eligibility for this reporting exemption is based on the actual number of permits issued regardless of the number of dwelling units that were permitted by each permit.

In Cumberland, all of the City's area is located within a Priority Funding Area. Consequently, the City is not required to establish a specific percentage goal to increase the percentage of new development located within the City's Priority Funding Area, in accordance with the Land Use Articles. In regard to the second reporting exemption criterion, the City issued 6 building permits for 14 new residential unit in 2024. Therefore, the City of Cumberland is exempt from the additional reporting requirements added to the Land Use Articles of the Annotated Code of Maryland in 2009.

Once prepared by the Planning Commission, the report and its recommendations must be filed with and presented to the local Legislative Body, which may direct actions necessary "to ensure that the Annual Report be made available for public inspection, and that a copy must be mailed to the Secretary of the Department of Planning. This report shall fulfill the aforementioned Annual Report requirements for the City of Cumberland.

II. Development Activity

A. Construction & Occupancy Permits

To evaluate construction activity during 2024, staff reviewed all building, demolition, and occupancy permits issued over the calendar year. Permits issued for minor alterations, outbuildings (such as storage sheds or garages in support of an existing primary use structure), building additions (that did not result in new residential units or independent business spaces), and repairs were ignored in the analysis. Only building and occupancy permits that resulted in the construction of new residential units or nonresidential units were included in the inventory. These permits represent development activity that added new capacity to the City, rather than building renovations and minor additions or changes in use from one commercial use to another.

When evaluating permit data, it is important to understand that a considerable time lag can occur between the issuance of a building permit to begin construction and an occupancy permit to occupy a completed building. This time lag can range from six months for a typical single-family home when work begins at the start of the seasonal construction period to several years for a major project that is built in phases or is delayed by unanticipated site conditions, financing interruptions, or difficulties securing building supplies and/or unfavorable weather interruptions. Consequently, only a small number of the occupancy permits issued in any given fiscal year may be for buildings that received a building permit in the same fiscal year.

A tally of the 2024 permits that fall within these criteria shows that the City issued 6 building permits for new residential construction. Consequently, the total reported value of the new residential unit building permits issued in 2024 was approximately \$2,337,500.00 (assuming the reported pre-construction value figures were accurate).

The City's permit record also shows that a total of 21 demolition permits (removing a total of 20 residential dwelling units from the housing stock) were issued in 2024. When these numbers are subtracted from the number of building permits issued there is a loss of 7 units lost in the City of Cumberland.

There were 33 building permits issued in 2024 for new non-residential construction. The permits issued in 2024 were for new commercial use and they were valued at 13,525,309.71.

B. Subdivision Plats

There no subdivision plats reviewed in 2024.

III. Regulatory Amendments & Annexations

The Planning Commission reports that there was 1 regulatory action was completed during 2024. There was 0 Zoning Map Amendment and 1 Zoning Text Amendment initiated and completed in 2024. Additionally, there were 5 Zoning Map Amendment in 2023, 2 in 2022, 1 in 2021, and 2 in 2020.

A. Comprehensive Plan Amendments

There were no comprehensive plan amendments in 2024, 2023, 2022, 2021, or 2020. The Planning Commission initiated an Economic Development Chapter Amendment to the 2013 Comprehensive Plan in 2015 that was eventually adopted by the Mayor and City Council in June 2016. The nature of the amendment was to summarize economic development policy changes resulting from the 2014 Strategic Economic Development Plan and to recognize that document as a stand-alone supplement to the 2013 Comprehensive Plan. The original 2013 Comprehensive Plan update was completed on December 17, 2013 with the adoption of the City-Wide Element, which was the second and final volume of the plan. The City-Wide Element addressed the local issues and needs raised in the Neighborhood Element (which was adopted in 2012), contained the city's long-range planning and development policies, and addressed the legal planning requirements of the Land Use Article of the Annotated Code of Maryland.

B. Zoning Map Amendments

There was no map amendments submitted to the City of Cumberland in 2024.

C. Zoning Text Amendments

There was 1 Zoning Text Amendments completed in 2024.

- **ZTA23-000003 – City of Cumberland – Kevin Thacker - Sign Control Provisions text amendment**

IV. Infrastructure Improvements/Extensions

A. Street Improvements

The City constructed zero new public roads in 2022. The City performed 1.85 miles of road improvements that consisted of complete rehabilitations, paving, overlays and chip sealing.

Greenway Avenue from Williams St to Kentucky Ave - 0.40 mi
Avondale Avenue from Williams St to Kent Ave - 0.37 mi
Brentwood Street from Greenway Ave to Edgevale Ave - 0.07 mi
Kentucky Avenue from Greenway Ave to Winifred Road - 0.35 mi

Centre Street from Frederick St to Market St - 0.18 mi
Market Street from Centre St to Mechanic St - 0.05 mi
Mechanic Street from Market St to Frederick St - 0.17 mi
Polk Street from Centre St to end - 0.10 mi
Hanover Street from Centre St to end - 0.09 mi
Nemacolin Avenue from Longwood Ave to Richwood Ave - 0.07 mi

ADA improvements were made in conjunction with Columbia Gas work and City projects. The City executed a projects to replace existing non-compliant ADA ramps at the intersections of Queen City Drive and Frederick St & Bedford Street Extended, as well as at Altamont Terrace. The City performed design work to support ADA facilities for both the Baltimore Street Bridge and Baltimore Street Access projects. Under City supervision, Columbia Gas installed new ADA facilities at Virginia Avenue, Lafayette Street, King Street, Bowen Street, Offut Street, Elder Street, Humbird Street, East Mary Street, Potomac Street and East Roberts Street.

The City completed work on the federally-funded Baltimore Street project that was awarded to Triton Construction. The Baltimore Street Bridge was formerly rededicated as the Casper R Taylor Bridge once it was completed in 2024. Baltimore Street Bridge was publicly solicited in 2022 and awarded to Carl Belt Inc. Construction began in February of 2023 and was completed in 2024.

In 2024, no design work was performed for either the Fayette Street Bridge or Washington Street Bridge. The City assumed ownership of the Fayette Street Bridge in 2022 in order to apply for federal Bridge Replacement Funds which was awarded in February of 2023 via a Federal Earmark. The City completed work on the McMullen Bridge.

B. Water Extensions/Improvements

In 2023, The Engineering Department awarded a design contract to Bennett, Brewer and Associates to perform design work on replacing the water mains in the South End of the City known as "Little Egypt". This project replaced approximately 23,000 LF of piping with 12", 8" and 6" pipe. All existing 4" pipe was replaced with 6" pipe to improve fire fighting capability in this sector of the City. The contract was awarded to Excavating Associates and was completed by December 2024.

The City began developing a Request for Proposals for the construction of a new Membrane Filtration Building at the Water Filtration Plant. Bids are to be received in the winter of 2024 and the winning bidder will deliver the preliminary engineering report in June 2024.

C. Sewer Extensions/Improvements

-For the upcoming proposed CIPP Sewer lining project approximately 7200' of sewer mains and laterals pipes were CCTV Captioned and Surveyed

-Estimated 320' of 8 and 10 inch of old terracotta sewer pipe removed and updated with Polyvinyl

Chloride Pipe, (Various Locations)

-The Initiation of City wide Clean out installation program was approved; all sewer Lateral reconstructions lines are having cleanouts installed for future High velocity cleaning (Approximately 18)

-Surveyed and CCTV all sewer and Storm drain lines. To assist with the Baltimore Street Upgrades.

-Annual Maintenance contract for the Levee Management for Army Core of Engineers involves mowing, herbicide, and debris removal from Levee

-Reconstruction of levee Sluice gates and Operator stems (3)

D. Other Public Facility Improvements

There were major improvements to the public pool and surrounding areas located in Constitution Park in 2024. Also improvements were made to the area surrounding the duck pond area in the park.

V. Consistency Assessment

A. Consistency Between Infrastructure Improvements & Development Activity

All the development activity that was permitted and undertaken during 2024 occurred within the City's Priority Funding Area and in areas where adequate infrastructure capacity was determined to exist. All development activity also occurred within areas designated as Septic System Tier 1 (served by municipal sewer) on the City's adopted SD 236 Septic System Tier Map. This map appears in the appendix of the City's 2013 Comprehensive Plan.

Overall residential development during the year resulted in a net of 0 increase in residential units. The lack of any new major subdivisions over the past few years suggests that the City can expect few residential building permits to be issued in outlying years. 19 new commercial building permit was issued in 2024, and 10 was located inside the Central Business District.

B. Consistency with Adopted Plans

All development activity permitted in 2024 occurred in areas of the City of Cumberland where such activity was permitted by current zoning. These developments were approved as consistent with the 2013 Comprehensive Plan (conceptual future land use map), and were located within the City's Priority Funding Area. As part of the adopted 2013 Comprehensive Plan, the City established a desired population growth rate of up to 15% over a twenty-year planning horizon.

The potential population impacts from development activity approved and permitted within the City of Cumberland would not exceed that rate of growth.

The City's major infrastructure improvement projects undertaken in 2024 are all specifically recommended by or otherwise consistent with the City's Comprehensive Plan and supporting documents. These improvements resulted in little or no additional infrastructure capacity, which is to commensurate with the level of development activity that occurred within the City in recent years.

C. Consistency with Adjoining Government Plans

In 2014, Allegany County completed the process of adopting a major update of its 2002 Comprehensive Plan. The development activity permitted in the City during 2024 was not incompatible with the County's 2014 Comprehensive Plan.

D. Consistency with State Financing Agency Plans

All of the major infrastructure improvements undertaken in 2024 involved State and/or Federal support. These projects were determined to be in compliance in order to receive funding. All infrastructure improvements undertaken in 2024 were located within the City's Priority Funding Area.

E. Consistency with Recommendations from Previous Annual Report

The last Annual Report prepared by the City's Planning Commission and Staff covered calendar year 2023. Most of the infrastructure projects initiated or undertaken in 2024 were continuations or projects discussed in the 2023 Annual Report. All projects undertaken during the year and all findings from this report are generally consistent with the previous report.

VI. Conclusions & Recommendations

Based on this assessment, the City experiences a continued decrease in residential development activity in recent years. Judging from the lack of new residential subdivision activity, the City anticipates that this trend of low to no residential construction activity will continue in the immediate outlying years. Overall, the City's housing stock experienced a decline of 7 units in 2024, when net losses from residential conversions and demolitions are considered.

All development activity approved in Cumberland in 2024 was generally consistent with the City's 2013 Comprehensive Plan and supporting documents, the City's Zoning Ordinance, and the applicable provisions of the County's plans. The major infrastructure projects undertaken by the City during the year were consistent with the City's plans, consistent with the demands

created by the development permits that were issued, and consistent with the applicable requirements and plans of State financing agencies.

Consequently, Staff has determined that no changes in the City's current policies or plans are needed in response to the activities permitted and undertaken by the City during 2024.

Planning Commission Action:

- ☒ Recommend adoption of the Annual Planning Report to the Mayor and City Council in accordance with the following findings of fact and recommended conditions:

The members of the Planning Commission accept the
Annual Planning report as presented

- ☐ Recommend denial of requested Annual Planning Report to the Mayor and City Council, based on the following findings:

Motion by:

Vic Rezendes

Seconded by:

Aaron Hendricksa

Vote:

In favor of motion:

3

Opposed:

0

Abstained:

0

Number of voting members present:

3

Signed:

John Jacobs
Chair, Cumberland Planning Commission

Date:

Oct 27, 2025

Aaron Hendricksa
Secretary, Cumberland Planning Commission

Date:

12/8/25

File Attachments for Item:

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

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

ORDER NO. 27,921

DATE: December 16, 2025

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

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

Property Owner	Tax Year / Account No.	Tax Year	Exemption Amt.
Dave Romero	55 Baltimore St. / 04-010671	2025-2026	\$ 353.14

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

Raymond M. Morriss, Mayor

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2025

I DANIEL ROMERO request an exemption from the Special Taxing District Levy for property owned by me at:

55 BACINORE ST.

CUMBERLAND MD 21502

04 010671 - 4P

My request is based upon the fact that this property is used for:

Industrial 25%

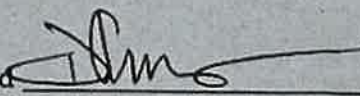
Residential 75%

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

Industrial % 25%

Residential % 75%

Original 309767 = 1412.54
Exempt 22323257 = 21059.407
Billable 77442 = 353.14

Signed 

Date 12/1/2025

File Attachments for Item:

. Order 27,922 - authorizing the abatement of City Real Property taxes and interest for the properties at 301 E. Oldtown Rd., 229 Columbia St., 413 Broadway St., and 404 Chestnut St.

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

ORDER NO. 27,922

DATE: December 16, 2025

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

THAT, the City Comptroller be and is hereby authorized to abate City

Real Property taxes, interest and utilities (if applicable) owed for the following

properties and tax years listed:

Address	Tax Acct. No.	Tax Years	Total Tax Amount	Total Interest	Water/Sewer	Total
301 E. Oldtown Road	04-035593	2015-2025	\$4,174.18	\$5,118.96	-	\$9,293.14
229 Columbia Street	05-016282	2014-2025	\$4,517.03	\$5,680.44	-	\$10,197.47
413 Broadway Street	22-007076	2008-2025	\$420.57	\$964.44	-	\$1,385.01
404 Chestnut Street	05-017319	2025	\$388.84	\$23.34		\$412.17
Totals			\$9,497.62	\$11,787.18	-	\$21,287.79

Raymond M. Morriss, Mayor

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

City of Cumberland
Phone: 301.759.6409
Email: tax-utility@cumberlandmd.gov
PIDN: 04035593
Print Date: 12/10/2025

RIGGLEMAN LINDA D-TOMMY L
301 E OLDTOWN RD
CUMBERLAND, MD 21502-

PIDN STATEMENT

Please mail payments or correspondence to:

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

Please make checks or money orders payable to City of Cumberland and enter the PIDN in the memo field. Make a copy for your records.

Amt. Paid: _____ Check #: _____

PROPERTY

The table below provides details regarding the current Property.

PIDN	Property Owner	Property Block	Location	Legal Description	Assessment
04035593	RIGGLEMAN LINDA D-TOMMY L	Real	424 SEYMOUR	424 SEYMOUR ST PT LOT 62 24X100	0.00

The table below contains any balances due for taxes and fees. Any delinquent balances are calculated thru the end of the month. Please pay the total amount due.

Tax Type	Tax Year	Taxes/Fees	Penalty	Interest	Applied	Balance
Real Estate Tax	2015	171.84	0.00	412.80	0.00	584.64
Real Estate Tax	2015	171.84	0.00	423.12	0.00	594.96
Real Estate Tax	2016	171.84	0.00	371.52	0.00	543.36
Real Estate Tax	2016	171.84	0.00	381.84	0.00	553.68
Real Estate Tax Annual	2017	188.59	0.00	373.23	0.00	561.82
Real Estate Tax Semi Annual	2017	188.59	0.00	361.92	0.00	550.51
Real Estate Tax Annual	2018	192.30	0.00	334.95	0.00	527.25
Real Estate Tax Semi Annual	2018	192.30	0.00	323.40	0.00	515.70
Real Estate Tax Annual	2019	196.01	0.00	294.00	0.00	490.01
Real Estate Tax Semi Annual	2019	196.01	0.00	282.24	0.00	478.25
Real Estate Tax Annual	2020	199.72	0.00	251.37	0.00	451.09
Real Estate Tax Semi Annual	2020	199.71	0.00	239.40	0.00	439.11
Real Estate Tax Annual	2021	400.14	0.00	408.00	0.00	808.14
Real Estate Tax Annual	2022	400.84	0.00	312.78	0.00	713.62
2023 Real Estate Tax Annual	2023	401.55	0.00	216.81	0.00	618.36
2024 Real Estate Tax Annual	2024	365.53	0.00	109.65	0.00	475.18
2025 Real Estate Tax Annual	2025	365.53	0.00	21.93	0.00	387.46
Totals		4,174.18	0.00	5,118.96	0.00	
Total Due						9,293.14

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

City of Cumberland

Phone: 301.759.6409

Email: tax-utility@cumberlandmd.gov

PIDN: 05016282

Print Date: 12/10/2025

REED DYLAN THOMAS
229 COLUMBIA ST
CUMBERLAND, MD 21502-

PIDN STATEMENT

Please mail payments or correspondence to:

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

Please make checks or money orders payable to City of Cumberland and enter the PIDN in the memo field. Make a copy for your records.

Amt. Paid: _____ Check #: _____

PROPERTY

The table below provides details regarding the current Property.

PIDN	Property Owner	Property Block	Location	Legal Description	Assessment
05016282	REED DYLAN THOMAS	Real	229 COLUMBIA	229 COLUMBIA ST 54X117	0.00

The table below contains any balances due for taxes and fees. Any delinquent balances are calculated thru the end of the month. Please pay the total amount due.

Tax Type	Tax Year	Taxes/Fees	Penalty	Interest	Applied	Balance
Real Estate Tax	2014	162.18	0.00	427.68	0.00	589.86
Real Estate Tax	2014	162.19	0.00	437.40	0.00	599.59
Real Estate Tax	2015	159.77	0.00	384.00	0.00	543.77
Real Estate Tax	2015	159.78	0.00	393.60	0.00	553.38
Real Estate Tax	2016	159.77	0.00	345.60	0.00	505.37
Real Estate Tax	2016	159.78	0.00	355.20	0.00	514.98
Real Estate Tax Annual	2017	175.35	0.00	347.49	0.00	522.84
Real Estate Tax Semi Annual	2017	175.34	0.00	336.96	0.00	512.30
Real Estate Tax Annual	2018	349.64	0.00	608.13	0.00	957.77
Real Estate Tax Annual	2019	349.64	0.00	524.25	0.00	873.89
Real Estate Tax Annual	2020	349.64	0.00	440.37	0.00	790.01
Real Estate Tax Annual	2021	371.53	0.00	378.93	0.00	750.46
Real Estate Tax Annual	2022	393.42	0.00	306.93	0.00	700.35
2023 Real Estate Tax Annual	2023	415.32	0.00	224.37	0.00	639.69
2024 Real Estate Tax Annual	2024	463.00	0.00	138.90	0.00	601.90
2025 Real Estate Tax Annual	2025	510.68	0.00	30.63	0.00	541.31
Totals		4,517.03	0.00	5,680.44	0.00	10,197.47
Total Due						10,197.47

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

City of Cumberland

Phone: 301.759.6409

Email: tax-utility@cumberlandmd.gov

PIDN: 22007076

Print Date: 12/10/2025

BOYD DAVID M-PHOEBE A THOMAS-
413 BROADWAY ST
CUMBERLAND, MD 21502-3214

PIDN STATEMENT

Please mail payments or correspondence to:

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

Please make checks or money orders payable to City of Cumberland
and enter the PIDN in the memo field. Make a copy for your
records.

Amt. Paid: _____ Check #: _____

PROPERTY

The table below provides details regarding the current Property.

PIDN	Property Owner	Property Block	Location	Legal Description	Assessment
22007076	BOYD DAVID M-PHOEBE A THOMAS-	Real	413 BROADWAY	413 BROADWAY LOT B-7 50X44	0.00

The table below contains any balances due for taxes and fees. Any delinquent balances are calculated thru the end of the month. Please pay the total amount due.

Tax Type	Tax Year	Taxes/Fees	Penalty	Interest	Applied	Balance
Real Estate Tax	2008	28.96	0.00	120.06	0.00	149.02
Real Estate Tax	2009	28.96	0.00	113.10	0.00	142.06
Real Estate Tax	2010	28.96	0.00	106.14	0.00	135.10
Real Estate Tax	2011	28.96	0.00	99.18	0.00	128.14
Real Estate Tax	2012	28.96	0.00	92.22	0.00	121.18
Real Estate Tax	2013	28.96	0.00	85.26	0.00	114.22
Real Estate Tax	2014	28.96	0.00	78.30	0.00	107.26
Real Estate Tax	2015	18.34	0.00	45.51	0.00	63.85
Real Estate Tax	2016	18.34	0.00	41.07	0.00	59.41
Real Estate Tax Annual	2017	20.13	0.00	39.60	0.00	59.73
Real Estate Tax Annual	2018	20.13	0.00	34.80	0.00	54.93
Real Estate Tax Annual	2019	20.13	0.00	30.00	0.00	50.13
Real Estate Tax Annual	2020	20.13	0.00	25.20	0.00	45.33
Real Estate Tax Annual	2021	20.13	0.00	20.40	0.00	40.53
Real Estate Tax Annual	2022	20.13	0.00	15.60	0.00	35.73
2023 Real Estate Tax Annual	2023	20.13	0.00	10.80	0.00	30.93
2024 Real Estate Tax Annual	2024	20.13	0.00	6.00	0.00	26.13
2025 Real Estate Tax Annual	2025	20.13	0.00	1.20	0.00	21.33
Totals		420.57	0.00	964.44	0.00	
Total Due						1,385.01

City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

City of Cumberland

Phone: 301.759.6409

Email: tax-utility@cumberlandmd.gov

PIDN: 05017319

Print Date: 12/10/2025

LANDIS DENNIS
404 CHESTNUT ST
CUMBERLAND, MD 21502-

PIDN STATEMENT

Please mail payments or correspondence to:

City of Cumberland

57 N Liberty Street

Cumberland, MD 21502

Please make checks or money orders payable to City of Cumberland and enter the PIDN in the memo field. Make a copy for your records.

Amt. Paid: _____

Check #: _____

PROPERTY

The table below provides details regarding the current Property.

PIDN	Property Owner	Property Block	Location	Legal Description	Assessment
05017319	LANDIS DENNIS	Real	404 CHESTNUT	404 CHESTNUT ST & INDEPENDENCE ST 56X125	0.00

The table below contains any balances due for taxes and fees. Any delinquent balances are calculated thru the end of the month. Please pay the total amount due.

Tax Type	Tax Year	Taxes/Fees	Penalty	Interest	Applied	Balance
2025 Real Estate Tax Annual	2025	388.84	0.00	23.34	0.01	412.17
	Totals	388.84	0.00	23.34	0.01	
Total Due						412.17

File Attachments for Item:

. Order 27,923 - authorizing the execution of an Interconnection Agreement by and between the Mayor and City Council of Cumberland and Centrica Business Solutions Services, Inc., relative to the installation of a small generator facility with EDC's Electric Distribution System to be used for Level 2,3 and 4 interconnection requests as set forth in the Maryland Standard Small Generator Interconnection Rule

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

ORDER NO. 27,923

DATE: December 16, 2025

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

THAT, the Mayor be and is hereby authorized to execute an Interconnection Agreement by and between the Mayor and City Council of Cumberland and Centrica Business Solutions Services, Inc., 2111 Ellsworth Blvd., Malta, New York, 12020, relative to the installation of a small generator facility with EDC's Electric Distribution System to be used for all approved Level 2, Level 3, and Level 4 Interconnection requests as set forth in the Maryland Standard Small Generator Interconnection Rule; and

BE IT FURTHER ORDERED THAT, this agreement shall become effective on this date and shall remain in effect from year to year unless terminated earlier in accordance with Article 3.3 of this Agreement.

Mayor Raymond M. Morriss

Council Agenda Summary

Meeting Date: 12/16/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Solar Interconnection Agreement

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

The City of Cumberland would like to enter into an agreement with Centrica about the installation of or direct the installation of a small generator facility with EDC's Electric Distribution System. This agreement shall be used for all approved Level 2, Level 3, and Level 4 Interconnection requests according to procedures set forth in the Maryland Standard Small Generator Interconnection Rule.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A

**MARYLAND STANDARD AGREEMENT FOR INTERCONNECTION OF SMALL
GENERATOR FACILITIES WITH A CAPACITY GREATER THAN 20 kW BUT LESS THAN
OR EQUAL TO 10 MW
FOR
MARYLAND STATE AND LOCAL GOVERNMENT ENTITIES**

This Agreement is made and entered into this ____ day of _____, by and between _____, a _____ organized and existing under the laws of the State of Maryland, (“Interconnection Customer,”) and _____, a _____, existing under the laws of the State of _____, (“EDC”). Interconnection Customer and EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, Interconnection Customer is the State of Maryland (“State”) or a local governmental entity of the State of Maryland;

Whereas, the Interconnection Customer is proposing to, install or direct the installation of a Small Generator Facility, or is proposing a generating capacity addition to an existing Small Generator Facility, consistent with the Interconnection Request completed by Interconnection Customer on July 29th 2025; and

Whereas, the Interconnection Customer will operate and maintain, or cause the operation and maintenance of the Small Generator Facility; and

Whereas, Interconnection Customer desires to interconnect the Small Generator Facility with EDC’s Electric Distribution System.

Now, therefore, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope.

This Agreement shall be used for all approved Level 2, Level 3 and Level 4 Interconnection Requests according to the procedures set forth in the Maryland Standard Small Generator Interconnection Rule. (COMAR reference)

1.2 Interconnection.

This Agreement governs the terms and conditions under which the Small Generator Facility will interconnect to, and operate in Parallel with, the EDC’s Electric Distribution System.

1.3 **Not a Purchase Agreement.**

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power.

1.4 **Tariff.**

Nothing in this Agreement is intended to affect any other agreement between the EDC and the Interconnection Customer. However, in the event that the provisions of this Agreement are in conflict with the provisions of the EDC's tariff, the EDC tariff shall control.

1.5 **Responsibilities of the Parties**

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations.
- 1.5.2 The EDC shall construct, own, operate, and maintain its Interconnection Facilities in accordance with this Agreement, IEEE Standard 1547, the National Electrical Safety Code and applicable standards promulgated by the Maryland Public Service Commission.
- 1.5.3 The Interconnection Customer shall construct, own, operate, and maintain its Small Generator Facility in accordance with this Agreement, IEEE Standard 1547, the National Electrical Safety Code, the National Electrical Code and applicable standards promulgated by the Maryland Public Service Commission.
- 1.5.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection.
- 1.5.5 The Interconnection Customer agrees to design, install, maintain and operate its Small Generator Facility so as to minimize the likelihood of causing an Adverse System Impact on an electric system that is not owned or operated by the EDC.

1.6 **Parallel Operation Obligations**

Once the Small Generator Facility has been authorized to commence Parallel Operation, the Interconnection Customer shall abide by all written rules and procedures developed by the EDC which pertain to the Parallel Operation of the Small Generator Facility, which are clearly specified in Attachment 4 of this Agreement.

1.7 **Metering**

The Interconnection Customer shall be responsible for the cost of the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.

1.8 Reactive Power

The Interconnection Customer shall design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the power factor range required by the EDC's applicable tariff for a comparable load customer. EDC may also require the Interconnection Customer to follow a voltage or VAR schedule if such schedules are applicable to similarly situated generators in the control area on a comparable basis and have been approved by the Commission. The specific requirements for meeting a voltage or VAR schedule shall be clearly specified in Attachment 4. Under no circumstance shall these additional requirements for reactive power or voltage support exceed the normal operating capabilities of the Small Generator Facility.

1.9 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Definitions in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer shall test and inspect its Small Generator Facility including the Interconnection Equipment prior to interconnection in accordance with IEEE Standard 1547 and IEEE Standard 1547.1. The Interconnection Customer shall not operate its Small Generator Facility in Parallel with EDC's Electric Distribution System without prior written authorization by the EDC as provided for in 2.1.1 – 2.1.4.

2.1.1 The EDC shall have the option of performing a Witness Test after construction of the small generator facility is completed. The Interconnection Customer shall provide the EDC at least 20 days' notice of the planned Commissioning Test for the small generator facility. If the EDC elects to perform a Witness Test, it shall contact the Interconnection Customer to schedule the Witness Test at a mutually agreeable time within 5 business days of the scheduled commissioning test. If the EDC does not perform the Witness Test within 5 business days of the commissioning test, the Witness Test is deemed waived unless the parties mutually agree to extend the date for scheduling the Witness Test. If the Witness Test is not acceptable to the EDC, the Interconnection Customer will be granted a period of 30 calendar days to address and resolve any deficiencies. The time period for addressing and resolving any deficiencies may be extended upon the mutual agreement of the EDC and the Interconnection Customer. If the Interconnection Customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of 6.5 shall apply. If a Witness Test is not performed by the EDC or an entity approved by the EDC, the Interconnection Customer must still satisfy the interconnection test specifications and requirements set forth in IEEE Standard 1547 Section 5. The Interconnection Customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

- 2.1.2 To the extent that the Interconnection Customer decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that the EDC observe these tests and that these tests be deleted from the final Witness Test. The EDC may, at its own expense, send qualified personnel to the Small Generator Facility to observe such interim testing. Nothing in this Section 2.1.2 shall require the EDC to observe such interim testing or preclude the EDC from performing these tests at the final Witness Test. Regardless of whether the EDC observes the interim testing, the Interconnection Customer shall obtain permission in advance of each occurrence of operating the Small Generator Facility in parallel with the EDC's system.
- 2.1.3 Upon successful completion of the Witness Test, the EDC shall affix an authorized signature to the Certificate of Completion and return it to the Interconnection Customer approving the interconnection and authorizing Parallel Operation. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.2 Commercial Operation

The Interconnection Customer shall not operate the Small Generator Facility, except for interim testing as provided in 2.1, until such time as the Certificate of Completion is signed by all Parties.

2.3 Right of Access

The EDC shall have access to the disconnect switch and metering equipment of the Small Generator Facility at all times. The EDC shall provide reasonable notice to the customer when possible prior to using its right of access.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become final on the date both of the following conditions are met: (a) the execution of the Agreement by the Parties, and (b) satisfaction of any applicable conditions specified in COMAR 20.50.09.10 through COMAR 20.50.09.12.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect from year to year unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

- 3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the EDC 30 calendar days' prior written notice.

- 3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.
- 3.3.3 The EDC may terminate upon 60 calendar days' prior written notice for failure of the Interconnection Customer to complete construction of the Small Generator Facility within 12 months of the in-service date as specified by the Parties in Attachment 2, which may be extended by mutual agreement of the Parties which shall not be unreasonably withheld.
- 3.3.4 The EDC may terminate this Agreement upon 60 calendar days' prior written notice if the Interconnection Customer fails to operate the Small Generator Facility in parallel with EDC's electric system for three consecutive years.
- 3.3.5 Upon termination of this Agreement, the Small Generator Facility will be disconnected from the EDC's Electric Distribution System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.6 The provisions of this Article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

A Party may temporarily disconnect the Small Generator Facility from the Electric Distribution System in the event of an Emergency Condition for so long as the Party determines it is reasonably necessary in the event one or more of the following conditions or events occurs:

- 3.4.1 Emergency Conditions shall mean any condition or situation: (1) that in the judgment of the Party making the claim is reasonably likely to endanger life or property; or (2) that, in the case of the EDC, is reasonably likely to cause an Adverse System Impact; or (3) that, in the case of the Interconnection Customer, is reasonably likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generator Facility or the Interconnection Equipment. Under Emergency Conditions, the EDC or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. The EDC shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generator Facility. The Interconnection Customer shall notify the EDC promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the EDC's Electric Distribution System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 3.4.2 The EDC may interrupt interconnection service or curtail the output of the Small Generator Facility and temporarily disconnect the Small Generator Facility from the EDC's Electric Distribution System when necessary for scheduled maintenance, construction, or repairs on EDC's Electric Distribution System. The

EDC shall provide the Interconnection Customer with five business days' notice prior to such interruption. The EDC shall use reasonable efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

- 3.4.3 During any forced outage, the EDC may suspend interconnection service to effect immediate repairs on the EDC's Electric Distribution System. The EDC shall use reasonable efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the EDC shall, upon written request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 The EDC shall provide the Interconnection Customer with a written notice of its intention to disconnect the Small Generator Facility if, based on the operating procedures specified in Attachment 4, the EDC determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to the EDC's Electric Distribution System. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon written request. The EDC may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time unless Emergency Conditions exist in which case the provisions of 3.4.1 apply.
- 3.4.5 The Interconnection Customer must receive written authorization from the EDC prior to making any change to the Small Generator Facility, other than a Minor Equipment Modification, that could cause an Adverse System Impact. If the Interconnection Customer makes such modification without the EDC's prior written authorization, the EDC shall have the right to temporarily disconnect the Small Generator Facility until such time as the EDC reasonably concludes the modification poses no threat to the safety or reliability of its Electric Distribution System.
- 3.4.6 The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and EDC's Electric Distribution System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section; provided, however, if such disconnection is done pursuant to Section 3.4.5 due to the Interconnection Customer's failure to obtain prior written authorization from the EDC for Minor Equipment Modifications, the EDC shall reconnect the Interconnection Customer only after determining the modifications do not impact the safety or reliability of its Electric Distribution System.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 3 of this Agreement if required under the

additional review procedures of Level a 2 review or under a Level 4 review. If a Facilities Study was performed, the EDC shall identify the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with the EDC's Electric Distribution System, the cost of those facilities, and the time required to build and install those facilities.

- 4.1.2 The Interconnection Customer shall be responsible for its expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its Interconnection Equipment, and (2) its reasonable share of operating, maintaining, repairing, and replacing any Interconnection Facilities owned by the EDC as set forth in Attachment 3 and Attachment 4.

4.2 Distribution Upgrades

The EDC shall design, procure, construct, install, and own any Distribution Upgrades. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer may be entitled to financial contribution from any other EDC customers who may in the future utilize the upgrades paid for by the Interconnection Customer. Such contributions shall be governed by the rules, regulations and decisions of the Maryland Public Service Commission.

4.3. Payments by State or Local Government Entities Subject to Appropriations

Generally, costs and expenses payable under this Agreement shall be paid in a single payment or in a number of installments made within a single year. If costs or expenses are to be paid over multiple years, then such costs shall be subject to appropriations approval by the governing legislative body of the Interconnection Customer, and, if applicable, the Charter provisions of the Interconnection Customer. If funds are not appropriated or otherwise made available to support continuation in any fiscal year of this Agreement after the first fiscal year, this Agreement shall terminate automatically as of the beginning of the fiscal year for which funds are not available; provided, however, that such termination shall not affect either the Interconnection Customer's rights or the EDC's rights under any termination clause in this Agreement. The effect of termination of this Agreement under this Section shall be to discharge both the Interconnection Customer and the EDC from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Interconnection Customer shall reimburse the EDC for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The EDC shall not be reimbursed for anticipatory profits, incidental, special, consequential or indirect damages, or costs incurred after termination. The Interconnection Customer shall notify the EDC in writing as soon as it has knowledge that funds will not be available for the continuation of this Agreement for each fiscal period after the first.

Nothing in this Agreement shall be construed to create an unfunded liability of the Interconnection Customer. All obligations of the Interconnection Customer hereunder are subject to available appropriations.

Article 5. **Billing, Payment, Milestones, and Financial Security**

5.1 **Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 2 review and Level 4 reviews)**

- 5.1.1 The EDC shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of EDC provided Interconnection Facilities and Distribution Upgrades contemplated by this Agreement as set forth in Attachment 3, on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.
- 5.1.2 Within ninety (90) calendar days of completing the construction and installation of the EDC's Interconnection Facilities and Distribution Upgrades described in the Attachments 2 and 3 to this Agreement, the EDC shall provide the Interconnection Customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation and the budget estimate provided to the Interconnection Customer and a written explanation for any significant variation; and (2) the Interconnection Customer's previous deposit and aggregate payments to the EDC for such Interconnection Facilities and Distribution Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the EDC within thirty (30) calendar days. If the Interconnection Customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the Interconnection Customer an amount equal to the difference within thirty (30) calendar days of the final accounting report.
- 5.1.3 If a Party in good faith disputes any portion of its payment obligation pursuant to this Article 5, such Party shall pay in a timely manner all non-disputed portions of its invoice, and such disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. Provided such Party's dispute is in good faith, the disputing Party shall not be considered to be in default of its obligations pursuant to this Article.
- 5.1.4 The parties acknowledge that Interconnection Customers who are State of Maryland entities will have to comply with applicable procurement laws and regulations, including, but not limited to Section 15-101 *et seq.* of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended ("State Procurement Regulations"). Notwithstanding the foregoing, this Agreement is not intended to be a procurement, but may relate to the procurement of an energy project by the State and/or compliance herewith may be deemed a cost of an energy project to be procured.

5.2 **Interconnection Customer Deposit**

At least twenty (20) business days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the EDC's Interconnection Facilities

and Distribution Upgrades, the Interconnection Customer shall provide the EDC with a deposit equal to 50% of the estimated costs prior to its beginning design of such facilities, provided the total cost is in excess of \$1,000.

Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party. Should the Interconnection Customer assign this Agreement to another State of Maryland or local government entity, the EDC has the right to request the assignee to agree to the assignment and the terms of this Agreement in writing. When required, consent to this assignment shall not be unreasonably withheld; provided that:

- 6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;
- 6.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the Small Generator Facility. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.
- 6.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Interconnection Customer.
- 6.1.4 Notwithstanding the foregoing, if the assignee of the Interconnection Customer is not a State of Maryland or local government entity, then such assignee shall execute the Maryland Standard Agreement for Interconnection of Small Generator Facilities with a Capacity Greater than 10kW but less than or Equal to 10MW, as approved by the Maryland Public Service Commission for non-governmental entities, which would supersede this Agreement.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages, and all other damages at law are waived, subject to applicable law. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement

equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Section 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

- 6.3.1 This Section 6.3 provides each Party with indemnification from liability incurred to third parties as a result of carrying out the provisions of this Agreement, subject to applicable government immunities and defenses at law, including but not limited to common law public official immunity. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.
- 6.3.2 Subject to the terms and provisions of Section 6.3.6, the Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, reasonable attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 6.3.3 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.4 Subject to the terms and provisions of Section 6.3.6, if an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 6.3.5 Subject to the terms and provisions of Section 6.3.6, if an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 6.3.6. Notwithstanding anything to the contrary contained in Sections 6.3.2, 6.3.4 and 6.3.5, indemnification by the Interconnection Customer shall be contingent upon and subject to (i) an appropriation by the governing legislative body of the Interconnection Customer specifically for the purposes contemplated in this Section 6 at the time an event which may give rise to the Interconnection Customer's obligation to indemnify or save harmless occurs, (ii) the applicable liability limits provided under the Maryland Tort Claims Act, as further defined in Section 7.1, or the Local Government Tort Claims Act, as applicable, (collectively the "Act"), as

may be amended, and (iii) applicable law. The Interconnection Customer's agreement of indemnification is not to be deemed a waiver of immunity or defense that may exist in any action against the Interconnection Customer.

- 6.3.7. For the installation of a generator in excess of 1MW that requires an Interconnection Agreement, and where the Interconnection Customer utilizes a contractor or subcontractor for such installation, the Interconnection Customer shall include language in its contracts with the Third-Party Contractors (as defined in Section 7.3 herein) that the EDC shall be a third-party beneficiary of the indemnification obligations of the Third-Party Contractors to the Interconnection Customer for the claims, loss and/or damages relating to or arising from the interconnection contemplated under this Agreement and the EDC shall have the right to enforce such indemnification provisions. EDC shall have no right to claim indemnification or reimbursement for anticipatory profits or for incidental, special, consequential or indirect damages. The indemnification obligations of the Third-Party Contractors provided for under this subsection are separate and independent from Interconnection Customer's indemnification obligations set forth in Subsections 6.3.1 -6.3.6 and do not provide EDC with any additional indemnification rights against Interconnection Customer or any rights to claim more than damages or loss actually incurred and covered under the terms of this Agreement.

6.4 Force Majeure

- 6.4.1 As used in this Article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of gross negligence or intentional wrongdoing.
- 6.4.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party shall be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party shall use reasonable efforts to resume its performance as soon as possible in accordance with all applicable PSC standards.

6.5 Default

- 6.5.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 Upon a default of this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 6.5.3 the defaulting Party shall have 60 calendar days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.
- 6.5.3 If a Party has made an assignment of this Agreement not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party shall have 30 days from receipt of the default notice within which to cure such default.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

Article 7. Insurance

7.1 Insurance Requirements for the State of Maryland or its Units and Liability of the State or its Units under this Agreement.

The Interconnection Customer shall provide EDC with evidence of self-insurance under a State of Maryland self-insurance program administered by the Maryland State Treasurer's Office pursuant to the Maryland Annotated Code, State Finance and Procurement Article, Title 9, Maryland Annotated Code, State Government Article, Sections 12-101 through 12-110 ("Maryland Tort Claims Act") and Title 25, Subtitle 2 of the Code of Maryland Regulations. Such self-insurance does not exclude coverage for the Interconnection Customer's liabilities undertaken pursuant to this Agreement. In the event that the Interconnection Customer has or obtains third-party comprehensive/general liability insurance in addition to its self-insurance coverage described herein at any time during the term of this Agreement, it shall add the EDC, its officers, employees and agents as additional insureds on this policy on the same basis as provided generally to other parties as of the effective date of such coverage and ending as of the date of termination thereof.

The Interconnection Customer's liability for any tort related claims, damages, losses or costs arising out of this Agreement shall be governed by Maryland Annotated Code, State

Government Article, Title 12, Subtitle 1; and the Interconnection Customer's liability for any contract related claims, damages, losses or costs arising out of this Agreement shall be governed by Maryland Annotated Code, State Government Article, Title 12, Subtitle 2.

7.2 Insurance Requirements for Maryland Local Governmental Entities

- 7.2.1. In the event the Interconnection Customer is solely self-insured, it shall carry adequate insurance coverage as set forth below; provided, that the maximum comprehensive/general liability coverage that shall be continuously maintained by the Interconnection Customer of a 1 MW or above facility during the term shall be not less than \$250,000 for each occurrence, and an aggregate, if any, of at least \$500,000. Such self-insurance shall not exclude coverage for the Interconnection Customer's liabilities undertaken pursuant to this Agreement as a specific carve-out or exclusion to such self-insurance fund, subject to the limitations set forth herein. In no event shall a solely self-insured Interconnection Customer be required by the EDC to obtain additional insurance coverage in excess of the above amounts or to maintain insurance coverage in excess of its appropriations for its self-insurance fund. Further, the establishment of said self-insurance fund does not constitute a waiver of the immunities, liability caps, and defenses available to the Interconnection Customer. The Interconnection Customer shall provide EDC with evidence of such self-insurance.
- 7.2.2. In the event that the Interconnection Customer has or obtains third-party comprehensive/general liability insurance in addition to its self-insurance coverage described in 7.2.1 above on an entity wide basis at any time during the term of this Agreement, it shall add the EDC, its officers, employees and agents as additional insureds on this policy on the same basis as provided generally to other parties as of the effective date of such coverage.
- 7.2.3. The deductibles/self-insured retentions of the Interconnection Customer, where applicable, shall be disclosed to the EDC and subject to the minimum requirements set forth in 7.2.1, they may be reduced at the sole option of the Interconnection Customer.

7.3 Insurance Requirements – Contractors and Subcontractors

For the installation of a generator in excess of 1MW that requires an Interconnection Agreement, and where the Interconnection Customer utilizes a contractor or subcontractor for such installation, and to the extent consistent with applicable procurement laws, regulations, and policies, the Interconnection Customer shall require such contractors and subcontractors (collectively, "Third-Party Contractors") to carry, third-party commercial general liability insurance, including contractual liability coverage, to protect the EDC from and against claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of any loss, injury or damage related to the interconnection during the term of the Third-Party Contractor's contract relating to the Interconnection Customer's generator installation. The amounts of such commercial general liability insurance shall be at least \$1,000,000 as to any occurrence during the term of such contract. The Interconnection Customer shall require

that the Third-Party Contractors add the EDC, its officers, employees and agents and the Interconnection Customer as additional insureds on their commercial general liability insurance.

Such commercial general liability policy shall stipulate that the insurance afforded to the EDC and the Interconnection Customer as additional insureds shall apply as primary insurance. Any other insurance carried by the EDC and the Interconnection Customer will be excess only and shall not contribute with any insurance from the Third-Party Contractors. In the event of a conflict between any certificate issued or exclusions or carve-outs placed into a policy by either party, this Agreement shall control.

Article 8. Dispute Resolution

8.1 Good Faith.

A party shall attempt to resolve all disputes regarding interconnection as provided in this section promptly, equitably, and in a good faith manner.

8.2 Complaint Procedures.

When a dispute arises, a party may seek immediate resolution through complaint procedures available through the Maryland Public Service Commission, or an alternative dispute resolution process approved by the Maryland Public Service Commission, by providing written notice to the Maryland Public Service Commission and the other party stating the issues in dispute. Dispute resolution will be conducted in an informal, expeditious manner to reach resolution with minimal costs and delay. When available, dispute resolution may be conducted by phone.

8.3 Technical Master.

When disputes relate to the technical application of this section, the Maryland Public Service Commission may designate a technical master to resolve the dispute. The Maryland Public Service Commission may designate a Department of Energy National Laboratory, PJM Interconnection L.L.C., or a college or university with distribution system engineering expertise as the technical master. When the Federal Energy Regulatory Commission identifies a National technical dispute resolution team, the Maryland Public Service Commission may designate the team as its technical master. Upon designation by the Maryland Public Service Commission, the parties shall use the technical master to resolve disputes related to interconnection. Costs for a dispute resolution conducted by the technical master shall be established by the technical master, subject to review by the Maryland Public Service Commission.

8.4 Queue Position.

Pursuit of dispute resolution may not affect an Interconnection Customer with regard to consideration of an Interconnection Request or an Interconnection Customer's queue position.

8.5 Preservation of Rights.

If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations.

9.2 Amendment

Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

9.4 Waiver

9.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement shall not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

9.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from EDC. Any waiver of this Agreement shall, if requested, be provided in writing.

9.5 Entire Agreement

This Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generator Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

9.10.1 Except as provided in Article 7, the creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

9.10.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

9.11 Sovereign Immunity/Governmental Immunity

Nothing contained in this Agreement shall be deemed to constitute a waiver of any immunity to which the Interconnection Customer may be entitled under the laws of the State or to which the officials or employees of the Interconnection Customer may be entitled under the laws of the State. Where the Interconnection Customer is a State entity, the Parties hereby acknowledge that the Interconnection Customer's sovereign immunity is waived only by virtue of, and to the extent set forth in, Title 12 of the State Government Article of the Annotated Code of Maryland.

Article 10. Notices

10.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-mail _____

If to EDC:

EDC: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-mail _____

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

If to EDC

EDC: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's

Operating representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail _____

EDC's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days written notice prior to the effective date of the change.

Signatures follow on the next page.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer:

Name: _____

Title: _____

Date: _____

For EDC:

Name: _____

Title: _____

Date: _____

Attachment 1

Definitions

Adverse System Impact - A negative effect, due to technical or operational limits on conductors or equipment being exceeded, that compromises the safety or reliability of the Electric Distribution System.

Applicable Laws and Regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Commissioning Test – Tests applied to a small generator facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified IEEE standard 1547 section 5.4 “Commissioning tests”.

Distribution Upgrades –A required addition or modification to the EDC's Electric Distribution System at or beyond the Point of Interconnection to accommodate the interconnection of a Small Generator Facility. Distribution upgrades do not include Interconnection Facilities.

Electric Distribution Company or EDC - Any electric utility entity subject to the jurisdiction of the Maryland Public Service Commission.

Electric Distribution System –The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which Electric Distribution Systems operate differ among areas but generally carry less than 69 kilovolts of electricity. Electric Distribution System has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Facilities Study – An engineering study conducted by the EDC to determine the required modifications to the EDC’s Electric Distribution System, including the cost and the time required to build and install such modifications, as necessary to accommodate an Interconnection Request.

Governmental Authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, EDC or any affiliate thereof.

IEEE Standard 1547 - The Institute of Electrical and Electronics Engineers, Inc. (IEEE) Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented, at the time the Interconnection Request is submitted.

IEEE Standard 1547.1 - The IEEE Standard 1547.1 (2005) "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented, at the time the Interconnection Request is submitted.

Interconnection Agreement or Agreement – This agreement between the Interconnection Customer and the EDC, which governs the connection of the Small Generator Facility to the EDC’s Electric Distribution

System, as well as the ongoing operation of the Small Generator Facility after it is connected to the EDC's Electric Distribution System.

Interconnection Customer – The entity proposing to interconnect a Small Generator Facility to the EDC's Electric Distribution System.

Interconnection Equipment – A group of components or integrated system connecting an electric generator with a local electric power system or an Electric Distribution System that includes all interface equipment including switchgear, protective devices, inverters or other interface devices. Interconnection Equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection Facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a Small Generator Facility. Collectively, Interconnection Facilities include all facilities, and equipment between the Small Generator Facility and the Point of Interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the Small Generator Facility to the Electric Distribution System. Interconnection Facilities are sole use facilities and do not include Distribution Upgrades.

Interconnection Request – An Interconnection Customer's request, in a form approved by the Maryland Public Service Commission, requesting the interconnection of a new Small Generator Facility, or to increase the capacity or operating characteristics of an existing Small Generator Facility that is interconnected with the EDC's Electric Distribution System.

Maryland Standard Small Generator Interconnection Rules – The most current version of the procedures for interconnecting Small Generator Facilities adopted by the Maryland Public Service Commission.

Parallel Operation or Parallel - The state of operation which occurs when a Small Generator Facility is connected electrically to the Electric Distribution System and the potential exists for electricity to flow from the Small Generator Facility to the Electric Distribution System.

Point of Interconnection - The point where the Small Generator Facility is electrically connected to the Electric Distribution System. Point of Interconnection has the same meaning as the term point of common coupling defined in 3.1.13 of IEEE Standard 1547.

Small Generator Facility - The equipment used by an interconnection customer to generate, or store electricity that operates in parallel with the Electric Distribution System with a nameplate capacity equal to or less than 10 MW. A Small Generator Facility includes an electric generator, prime mover, and the Interconnection Equipment required to safely interconnect with the Electric Distribution System or a local electric power system.

Witness Test— For lab certified or field approved equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab certified or field approved, the witness test shall also include the verification by the EDC of the on-site design tests as required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2

Construction Schedule, Proposed Equipment & Settings

This attachment shall include the following:

1. The construction schedule for the Small Generator Facility
2. A one-line diagram indicating the Small Generator Facility, Interconnection Equipment, Interconnection Facilities, Metering Equipment, and Distribution Upgrades
3. Component specifications for equipment identified in the one-line diagram
4. Component settings
5. Proposed sequence of operations

Attachment 3

Description, Costs and Time Required to Build and Install EDC's Interconnection Facilities

EDC's Interconnection Facilities including any required metering shall be itemized and a best estimate of itemized costs, including overheads, shall be provided based on the Facilities Study.

Also, a best estimate for the time required to build and install EDC's Interconnection Facilities will be provided based on the Facilities Study.

Attachment 4

Operating Requirements for Small Generator Facilities Operating in Parallel

Applicable sections of EDC's operating manuals applying to the small generator interconnection shall be listed and Internet links shall be provided. Any special operating requirements not contained in EDC's existing operating manuals shall be clearly identified.

Attachment 5

Monitoring and Control Requirements

EDC monitoring and control requirements shall be clearly specified and a reference shall be provided to the EDC's written requirements documents from which these documents are derived along with an internet link to the requirements documents.

Attachment 6

Metering Requirements

Metering requirements for the Small Generator Facility shall be clearly indicated along with an identification of the appropriate tariffs that establish these requirements and an internet link to these tariffs containing accurate and timely updates.

Attachment 7

As Built Documents

After completion of the Small Generator Facility, the Interconnection Customer shall provide the EDC with documentation indicating the as built status of the following when it returns the Certificate of Completion to the EDC:

1. A one-line diagram indicating the Small Generator Facility, Interconnection Equipment, Interconnection Facilities, Metering Equipment, and Distribution Upgrades
2. Component specifications for equipment identified in the one-line diagram
3. Component settings
4. Proposed sequence of operations
5. Accurate as-built drawings for project operation and maintenance and future modifications.

File Attachments for Item:

. Order 27,924 - authorizing the Mayor or City Administrator to execute a Capital Projects Grant Agreement between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works, to provide funding for the “Evitts Creek Phase IV Project” (City Project 06-08-S) in the amount not to exceed \$500,000

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

ORDER NO. 27,924

DATE: December 16, 2025

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

THAT, the Mayor or City Administrator be and are hereby authorized to execute a Capital Projects Grant Agreement by and between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works (BPW), to provide funding for the “Evitts Creek Phase IV Project” (City Project 06-08-S) in the amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000).

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 12/16/2025

Key Staff Contact: Robert Smith, PE

Item Title: Capital Projects Grant Agreement for Evitts Creek Phase IV Project

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

The Capital Projects Grant Agreement is between the State of Maryland, acting through the Board of Public Works (BPW), and the Mayor and City Council of Cumberland. The agreement awards grant assistance in the amount of \$500,000.00 to be used on the Evitts Creek Phase IV Project. This will allow for Jeff Silka (the authorized contact) or the Mayor to sign the grant agreement.

Amount of Award: \$500,000.00

Budget number: N/A

Grant, bond, etc. reference: Grant

State of Maryland
CAPITAL PROJECTS GRANT AGREEMENT

This Agreement (“**Agreement**”) is entered into this ___ day of _____, 20___, by and between the State of Maryland (“**State**”), acting through the Board of Public Works (**BPW**), and the **Mayor and City Council of Cumberland** (“**Grantee**”), whose federal taxpayer identification number is 52-6000786.

Recitals

- A. Grantee has requested grant assistance from the State and has completed the Capital Projects Grant Application.
- B. The General Assembly has authorized this Grant titled **City of Cumberland – Evitts Creek Phase IV Sewer Main Replacement** provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

- 1. Purpose. Grantee may use grant funds for the following purpose only (“**Project**”): for the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of improvements to the combined sewer systems in Cumberland (Allegany County).
(See **Enabling Act**: DGS Item 202, Chapter 720 of the Laws of Maryland 2024 which is incorporated herein by reference).
- 2. Grant. After the BPW approves this Agreement, the State shall periodically provide grant funds (“**Grant**”) to, or on behalf of, Grantee not to exceed: \$ 500,000 (Five Hundred Thousand Dollars)
- 3. Termination or Reduction of Authorization. The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 06/01/2026; or (b) no part of the Project is under contract by 06/01/2031 or (c) the Project is abandoned. The Enabling Act’s authorization automatically terminates for any grant funds that are unexpended or unencumbered by 06/01/2031.
- 4. Matching Fund. If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to prove any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
- 5. Disbursement of Grant. Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.

6. Limitations on Use. The BPW or its designee may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
7. Term. This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. Otherwise, this Agreement is in effect so long as any State general obligation bonds issued, sold, and delivered to provide funds for this Grant, remain outstanding, or for such longer period as the parties may agree.
8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<https://dgs.maryland.gov/Pages/Capital%20Grants/GrantManagement.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee or Beneficiary in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose.
9. Reports:
- (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
- (b) Grantee shall submit other reports or information as the State may periodically require, including project status reports and certified audit reports.
10. Communications. Communications must be addressed as follows:

To the State:

Office of the Comptroller
Capital Grants Program Administrator
80 Calvert Street, Room 215
Annapolis, Maryland 21404-0466

Department of General Services
Capital Grants Program Manager
301 W. Preston Street, Room 315
Baltimore, Maryland 21201

To the Grantee:

11. Default. A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.
12. Remedies Upon Default.
- (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
 - (i) Require Grantee to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
 - (iii) Withhold further payments under this Agreement.
 - (iv) Terminate this Agreement.
 - (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.
13. Disposition of Property. Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds ("**Grant-Funded Property**") unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
14. Inspection and Retention of Records. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
15. Insurance.
- (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee's insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
 - (i) Name the State as an additional loss payee thereunder.

Name: The State of Maryland
Address: Department of General Services
Capital Grants
301 W. Preston Street, Suite 315
Baltimore, MD 21201

- (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
 - (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.
 - (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
 - (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
 - (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.
16. Indemnification. To the extent permitted by law (*including Courts and Judicial Proceedings Article, §5-301 et seq. the Local Government Tort Claims Act; and Courts and Judicial Proceedings Article, §5-509; Annotated Code of Maryland*, as amended from time to time), without waiving any defenses or immunities available at law, and subject to the availability of appropriations, Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:
- (a) The Project, including its construction.
 - (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
 - (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
 - (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.
17. Registration. Grantee is a (charitable __) (religious __) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.

Check if YES __

Check if NOT APPLICABLE __ and explain:

-
18. Commercial and Employment Nondiscrimination. Grantee shall:
- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
 - (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.
 - (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.
19. Drug and Alcohol Policy. Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:
- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
 - (b) Prohibit its employees from working under the influence of alcohol or drugs.
 - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
 - (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
 - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
20. Compliance with Applicable Law. Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
 - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
 - (d) Shall obtain, at its expense, all licenses, permits, insurance, and

governmental approvals, if any, necessary to the performance of its obligations under this Grant.

21. *Non-Debarment*. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
 - (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.
 - (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
 - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
22. *Non-Collusion*. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
 - (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
 - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
23. *Financial Disclosure*. Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$200,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
24. *Political Contributions*. Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
25. *No Contingent Fees*. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other

consideration contingent on the making of the Grant.

26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.
27. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
28. Amendment. The Agreement may be amended only in a writing signed by the parties.
29. Assignment. Grantee may not assign this Agreement without the prior written approval of the BPW. If the BPW approves an assignment, this Agreement shall bind Grantee's successors and assigns.
30. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
31. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

By:  (SEAL)

Name: _____

Title: _____

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

By: _____

John Gontrum
Executive Secretary

Approved as to form and legal
sufficiency this _____ day of
_____, 20____

Assistant Attorney General
Board of Public Works

BPW APPROVAL: DGS Item ____-CGL (____/____/20____)

CAPITAL PROJECTS GRANT AGREEMENT
Standard Form

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File Attachments for Item:

. Order 27,925 - authorizing the City Administrator to increase staffing at the Water Reclamation Facility for FY26 with the hiring of 2 additional Operators-in-Training, bringing the number to 11 operators as the City will assume operations at the Heat Drying Facility and discontinue operations with the use of a third-party vendor

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

ORDER NO. 27,925

DATE: December 16, 2025

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

THAT, the City Administrator be and is hereby authorized to increase staffing at the Water Reclamation Facility for FY26 with the hiring of two (2) additional Operators-in-Training, bringing the number to eleven (11) operators as the City will assume operations at the Heat Drying Facility and discontinue operations with the use of a third-party vendor.

Mayor Raymond M. Morriss

Council Agenda Summary

Meeting Date: 12/16/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Increase of Staffing Levels for the Water Reclamation Facility

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

An order to increase plant operator staffing levels at the Water Reclamation Facility for FY26 to permit the hiring of two additional Operators-in-Training (staff will increase from nine to eleven operators). The City will assume operations at the Heat Drying Facility rather than continuing to use a third-party vendor for the operation. Staff analysis indicates substantial savings and better control once the transition is completed.

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

Amount of Award:

Budget number:

Grant, bond, etc. reference: Sewer Funds

File Attachments for Item:

. Order 27,926 - authorizing the acceptance of a FY26 Program Open Space Local Share Grant, administered by the Maryland Department of Natural Resources Board of Public Works, in the amount of \$225,000 for restoration of the Fairmont Avenue Playground

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

ORDER NO. 27,926

DATE: December 16, 2025

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

THAT the Mayor be and is hereby authorized to accept a FY26 Program Open Space Local Share Grant, administered by the Maryland Department of Natural Resources Board of Public Works, in the amount of Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) for the Fairmont Avenue Playground Restoration.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: Dec 16th

Key Staff Contact: Ryan Mackey

Item Title: Grant Award Acceptance

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

The City of Cumberland Parks and Recreation Parks Department has been awarded the Community Parks and Playground Grant in the amount of \$225,000.00 to go towards the restoration of the Fairmont Avenue Playground.

Amount of Award: \$225,000.00

Budget number:

Grant, bond, etc. reference: Grant



Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary

August 28, 2025

Via Electronic Delivery to

Mr. Ryan Mackey
Director
Parks and Recreation
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502
ryan.mackey@cumberlandmd.gov

RE: POS 7845-1-487 CPP - Fairmont Avenue Park - Improvements
City of Cumberland, Allegany County

Dear Mr. Mackey,

It gives me great pleasure to inform you that the Board of Public Works has approved your request for Program Open Space (POS) Local funds for the above referenced project. A copy of the agenda item is attached for your reference.

You may proceed with this project at your earliest opportunity. When the project commences, please have your staff contact the Local Grants Administrator with whom they have been working so that arrangements can be made to coordinate reimbursement.

Thank you for your interest in improving the quality of our parks and recreation for the citizens of Maryland. It is a pleasure to be able to provide these funds and to assist you with this important project. If I may be of further assistance, please do not hesitate to contact me at 443-534-8255.

Sincerely,

Carrie Lhosky
Land Acquisition and Planning
carrie.lhotsky@maryland.gov

Attachments:

cc: David J. Caporale, President, dcaporale@alleganygov.org
Tiffany DePaoli, General User, tiffanyr.depaoli@maryland.gov

Board of Public Works
Department of Natural Resources – Real Property
Supplement
August 27, 2025



Contact: Emily Wilson 410-260-8436
emilyh.wilson@maryland.gov

1A. **PROGRAM OPEN SPACE LOCAL SHARE**
COMMUNITY PARKS AND PLAYGROUNDS PROGRAM
Allegany County

Recommendation: Approval to commit \$235,710 for the following **development** projects.

1. Pratt Street Park Resurfacing and Park Bench - \$10,710
Town of Luke
POS #7880-1-493 MD20250528-0365

Background: Install a concrete pad and bench swing at the Pratt Street Park.

Fund Source: Outdoor Recreation Land Loan 2024, Chapter 101, Acts of 2023
Program Open Space Local
Source Code: 24011 \$10,710.00

2. Fairmont Avenue Park Improvements - \$225,000
City of Cumberland
CPP #7845-1-487 MD20250523-0355

Background: Construct new pickleball courts and a community garden at Fairmont Avenue Park. Project also includes expanded parking, sidewalks and associated site amenities.

Fund Source: Maryland Consolidated Capital Bond Loan of 2025, Chapter 603, Acts of 2025
Community Parks and Playgrounds Program
General Obligation Bonds \$225,000.00

BOARD OF PUBLIC WORKS

THIS ITEM WAS:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION

File Attachments for Item:

. Order 27,927 - accepting the proposal from Downtown Redevelopment Services for a Real Estate Development Plan to include market and demographic analysis, Downtown property assessment and programming and Redevelopment concepts and final plan in the amount not to exceed \$20,000 utilizing previously awarded grant funding from a Technical Assistance Grant Program through the Maryland Department of Housing and Community Development

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

ORDER NO. 27,927

DATE: December 16, 2025

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

THAT, the proposal from Downtown Redevelopment Services, LLC, 101 North Park Way, Ravenna, OH 44266, for a Real Estate Development Plan to include market and demographic analysis, Downtown property assessment and programming and redevelopment concepts be and is hereby approved in the not to exceed amount of Twenty Thousand Dollars and No Cents (\$20,000.00); and

BE IT FURTHER ORDERED THAT, this project will be funded by grant funding from a Technical Assistance Grant Program through the Maryland Department of Housing and Community Development.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: **December 16, 2025**

Key Staff Contact: **Melinda Kelleher, Small Business Development & Main Street Manager**

Item Title: Cumberland Main Street – Strategy for a Vibrant Future

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

Consider describing in detail 1) what the project / purchase / contract/ presentation, etc. entails; 2) what funding will be used; 3) whether the project, etc. is budgeted for this fiscal year or what other funding will apply; 4) if sole source, how the purchase qualifies under the code provisions; 5) benefits to City; 6) timeline, etc.

This is the contract from Downtown Redevelopment Services, LLC to engage with Cumberland Main Street, funded by the recently approved and accepted Technology Assistance grant for \$20,000.

The contract needs signature and the work will begin in the new year.

Amount of Award: \$20,000 (approved and accepted at the November 18th City Council Meeting)

ORDER # 27,898

Budget number:

Grant, bond, etc. reference:

To:
Cumberland Main Street
ATTN: Melinda Kelleher, Small Business Development and Main Street Manager
57 N Liberty Street
Cumberland, MD 21502

From:
Downtown Redevelopment Services, LLC
101 North Park Way
Ravenna, OH 44266



Re: Real Estate Development Plan – Downtown Cumberland Revitalization Strategy

Downtown Redevelopment Services (DRS) is pleased to submit this cost proposal to support the City of Cumberland's revitalization goals through a targeted Real Estate Development Plan. This plan will identify and evaluate redevelopment opportunities in downtown Cumberland by combining demographic and market analysis, property-specific assessments, and strategic site concepts. Our work will focus on identifying feasible, market-supported uses for underutilized properties that can serve as catalysts for broader economic activity. The effort will be completed across late 2025 and early 2026 to allow for thorough evaluation and thoughtful recommendations.

Task 1 - Market and Demographic Analysis

We will define a trade area for downtown Cumberland and analyze demographic, housing, workforce, and consumer characteristics. This task establishes the foundation for identifying feasible redevelopment uses based on real demand and spending patterns.

- Use ACS, Claritas, CoStar, and ESRI Business Analyst data to evaluate trends in population, income, housing, and employment.
- Conduct a concise gap and leakage analysis by NAICS code to identify unmet demand in the restaurant and retail sectors. Data will also be used to conduct absorption/opportunity analyses for housing and services.
- Estimate market potential for square footage and housing units by type.
- Identify demand drivers and barriers unique to the Cumberland region.
- Deliverable: Market Opportunity Memo with visualized data, trade area map, and summarized insights

Task 2 – Downtown Property Assessment and Programming

We will evaluate the physical and market-readiness conditions of underutilized properties and identify those with the highest redevelopment potential.

- Conduct one (1) three-day site visit to assess the public realm, property access, visibility, and walkability for site assessments and the purpose of making recommendations for realigning the Main Street boundary, not the historic district boundary.
- Conduct up to 5 individual and small-group stakeholder interviews with property owners, real estate professionals, and potential investors. Client will make the connection and set the meetings.
- Inventory vacant, underused, and transitional parcels through a parcel-by-parcel analysis and map.
- Evaluate property access, infrastructure, zoning, parcel and building sizes, ownership, and adjacency to assets, using only publicly available GIS data.
- Identify up to 5 catalyst properties that can anchor downtown revitalization, and provide written recommendations on their utilization, using precedent imagery to visualize the recommendations.
- Prepare a building-by-building use programming study, recommending a mix of uses and site strategies that align with demand, local priorities, and feasibility.
- Deliverable: Downtown Property Assessment Matrix and Map, including property visuals, notes, and key considerations

Task 3 – Redevelopment Concepts and Final Plan

DRS will integrate findings into a graphically rich, brief, actionable final report that communicates strategic priorities and redevelopment pathways.

- Provide recommendations for realigning the Main Street boundary based on future growth opportunities.
- Present the final deliverable in a highly visual, succinct report, compiling key elements and graphics from the previous tasks.
- Deliverable: Final Real Estate Development Plan including strategy overview, maps, concept summaries, and implementation guidance



Cost Proposal

Task 1	\$6,000
Task 2	\$7,000
Task 3	\$7,000
Not to Exceed Total	\$20,000

The hourly rate for work beyond this scope is set at \$140.00 per hour, plus expenses.

We appreciate the opportunity to continue working with the City of Cumberland. Please get in touch with me with any questions you may have.

Sincerely,
Downtown Redevelopment Services, LLC

APPROVED and ACCEPTED this _____
day of December 2025.

Signature: _____

Name: _____

Title: _____

Date: _____

Ben Levenger, President

Terms and Conditions

I. DESCRIPTION OF PROJECT

Client (Cumberland Main Street) and Consultant (Downtown Redevelopment Services, LLC) agree that the Project is as described in the section entitled the "Scope of Work." Client and Consultant recognize that during the course of performing the services under this Agreement, the Project may need to be reduced, expanded, or otherwise modified.

II. SCOPE OF CONSULTING SERVICES:

Consultant agrees to perform those professional, technical, and other services described in Exhibit A and in any written amendments to this Agreement. Unless modified in writing by both parties, the duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Scope of Consulting Services. Consultant agrees to perform those tasks ("Work") described in the documents entitled Scope of Work which is attached hereto and incorporated herein as Exhibit A. Consultant shall obtain any necessary permits and licenses required for the performance of Consultant's work, if any such permits or licenses are required by law.

B. Change of Scope of Consulting Services. Client may, at any time during the term of this Agreement, make requests for changes to scope of the consulting services provided under this Agreement and its technical provisions. If any such change causes any increase or decrease in Consultant's cost of performing any part of its obligations under this Agreement, upon Consultant's request and Client's written authorization, an equitable adjustment shall be made in the contract price, and a written amendment of such adjustment shall be made. Any claim by Consultant for an equitable adjustment shall be made in writing and delivered to Client prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from Client. Nothing in this paragraph shall excuse Consultant from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes unless the proposed additional services will make proceeding in accordance with the original or previously approved obligations unnecessary or impracticable.

C. Opinions of Costs. Any opinions of probable costs prepared by Consultant represent Consultant's best

judgment as a professional familiar with the industry. Client recognizes that Consultant has no control over costs or the prices of labor, equipment, or materials, or over a contractor's method of pricing. Consultant makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.



III. CONTRACT TERM

A. Contract Term. The term of the contract is set forth on the Scope of Work attached to and incorporated within this Agreement as Exhibit A.

B. Completion Date. Consultant shall commence the Work under this Agreement on a date established by an exhibit to this Agreement ("Commencement Date"), such exhibit is attached to and incorporated within this Agreement as Exhibit B. Consultant shall complete the Work no later than the date established by an exhibit to this Agreement ("Completion Date"), such exhibit is attached to and incorporated within this Agreement as Exhibit B. If, however, such Commencement Date or Completion Date is impractical due to changes in Consultant's scope of work, the Commencement Date or Completion Date shall be adjusted equitably as agreed by the parties. Delays beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant and delay the Completion Date for a period equal to such prevention, delay, or stoppage.

IV. SCOPE OF CLIENT SUPPORT:

Client agrees to provide the following:

A. All criteria and full information as to Client's requirements for the Project.

B. Available information and data pertinent to the Project.

C. Timely reviews of work product.

D. Client shall appoint a Client's project manager with respect to work to be performed under this Agreement who shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by Client on any aspect of the work shall be directed to the project manager. Said Client's project manager shall have complete authority to transmit instructions, receive information, and interpret



and define Client's policies. Consultant shall be entitled to rely on representations made by said Client's project manager unless otherwise directed in writing by Client.

E. Client shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. Client will also endeavor to keep Consultant advised concerning the progress of Client's review of the work.

F. Unless included in Consultant's services as identified in Article II, Client will furnish without charge, upon Consultant's reasonable request, the following information to the extent it is within Client's possession or control:

(i) Such maps, records, laboratory tests, survey ties, benchmarks, or other data pertinent to the services to be rendered by Consultant;

(ii) Available data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project;

(iii) When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

G. Provide Consultant's personnel with access to the Project site to allow timely performance of the work required by this Agreement.

V. AUTHORIZATION AND PROGRESS:

Client grants specific authorization for Consultant to proceed with the Work described in Exhibit A on the Commencement Date set forth in Exhibit B.

VI. COMPENSATION

Compensation for services provided by Consultant pursuant to Article II hereof and reimbursement of expenses incurred by Consultant shall be as set forth in Exhibit C, Compensation and Terms and Conditions of Payment, which is attached hereto and incorporated herein by reference. If the scope of work, or the extent or character of the Project is changed materially through no fault of Consultant, the amount of compensation to Consultant provided for herein shall be subject to equitable and mutually agreed upon adjustment.

VII. RESPONSIBILITY OF CONSULTANT, LIMITATION OF LIABILITY

A. Professional Services. Consultant is employed to render professional and technical services only, and any payments made to Consultant are compensation solely

for such services rendered and recommendations made in carrying out the Work.

Consultant shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Consultant's services are rendered. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of Consultant and its officers, directors, members, employees, agents, and subconsultants, and any of them to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Consultant and its officer, directors, members, employees, agents, or subconsultants, or any of them shall not exceed the amount of \$25,000 or Consultant's fee, whichever is greater.

B. Consultant shall promptly pay all bills incurred by the Consultant in the performance of the Work hereunder, including, without limitation, bills for labor, services, equipment, and materials provided to Consultant. Consultant shall not cause any lien or charge to be fixed, filed, or otherwise assessed against the Client or the Client's property. In the event any such lien or charge is asserted or filed against the property, Consultant shall cause such lien or charge to be discharged promptly

C. Except as otherwise authorized by Client and except as is reasonably necessary for Consultant to perform its Work hereunder, all communication between Consultant and the Client's end-users shall be forwarded through or with the knowledge of Client.

VIII. INDEMNIFICATION:

A. Client and Consultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors, or omissions in the performance of their services under this

Agreement, to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.

B. Client and Consultant further agree to hold their hired or contracted consultants, professional service providers, and other providers liable for any damages, liabilities, and costs resulting from such consultants' and providers' negligent acts, errors, or omissions in the performance of such consultant's and providers' services in design or implementation of work for Client or Consultant.

C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

IX. INSURANCE

Prior to the start of the Work, Consultant shall procure and maintain in force for the duration of this Agreement, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance on Consultant's employees performing work on the Project, and Professional Liability Insurance. To the extent permitted by such insurers, Client shall be named as an additional insured on the policies, as applicable to this Project, except Workers' Compensation insurance and professional liability insurance. All policies must be placed with a carrier rated not less than A-VII by A. M. Best.

A. Minimum Limits of Insurance.

1. Commercial General Liability with a combined bodily injury and property damage coverage limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The aggregate must be applicable on a per project basis.

2. Commercial Automobile Liability insurance covering the use of all owned, non-owned and hired vehicles with a combined bodily injury and property damage limit of \$1,000,000.

3. Workers' Compensation or employer's liability insurance with a limit of the minimum required by law.

4. Consultant shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of Consultant. Such coverage shall be maintained for the duration of the services provided hereunder and for one (1) year after termination of this Agreement, and Consultant shall provide Client with

additional certificates of insurance to evidence such coverage throughout said period.

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Client and accepted by Client. At Client's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

C. Insurance Certificates. An insurance certificate must be furnished by Consultant to Client. Endorsements showing Client as an additional insured where applicable must be endorsed with the following statement in substantially the following form: "Coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Client and to each other additional insured to whom a certificate of insurance has been issued." Written notice for cancellation due to non-payment of premium will be within 10 days.

D. Client's Right to Information. Client shall have the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

X. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the Work to be performed under this Agreement. Consultant shall be responsible for all work products and actions of all of Consultant's subcontractors. Subcontractors must comply with the same insurance requirements as the Consultant.

XI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work. Consultant may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of work. Consultant may suspend work on Project in the event Client does not pay any invoice when due. The time for completion of the Work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XII.



XII. TERMINATION OF WORK

A. Client or Consultant may terminate work hereunder if the other party fails to perform in accordance with the provisions of this Agreement by providing at written notice pursuant to Article XII.B to the other party by certified mail with receipt for delivery returned to the sender.

B. In the event of a party's default, non-performance, or breach, the other party agrees to, before exercising any right or remedy available to it, give written notice of the default, non-performance or breach to the defaulting party. For the fifteen (15) days following such notice, the defaulting shall have the right to cure such default, nonperformance, or breach. If the defaulting party fails to cure the default, non-performance, or breach within the fifteen (15) day period, the other party may terminate its work. If Consultant fails to cure within the fifteen (15) day period, then immediately after receiving notice of termination from Client, Consultant shall perform such additional work as is necessary for the orderly filing of documents and all finished or unfinished documents, maps, studies, work papers, and reports prepared by Consultant under this Agreement shall be the sole property of Client upon payment by Client to Consultant of all sums due for Work performed on the Project by Consultant. Unless otherwise agreed in writing by the parties, the time spent by Consultant on such additional work shall not exceed five percent (5%) of the time expended by Consultant on the Project prior to the effective date of termination. Consultant shall be compensated for work performed prior to the effective date of termination, plus work required for filing and closing as described in this Article XII, plus all unpaid reimbursable expenses.

XIII. CONFLICT OF INTEREST

A. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of Client, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.

B. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify Client.

C. Consultant warrants that Consultant and Consultant's subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement.

D. Consultant shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

XIV. DOCUMENTS

A. Neither Client nor the Consultant shall make changes in the other's drawings and specifications or reports without the written permission of the other party. Consultant shall have no responsibility or liability for any revisions made to the drawings and specifications or reports without Consultant's permission.

B. Upon payment to Consultant of all sums due for work performed on the Project by Consultant, original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of Client but Consultant shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client shall not reuse or make any modifications to the plans and specifications without prior written authorization by Consultant. Client hereby releases Consultant from all damages, claims, and losses arising out of any use of such original documents by Client other than for information and reference in connection with the use, operation and occupancy of the Project by Client and others. Client further agrees that Client will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services. Nothing stated herein shall prevent Consultant from using its copies of such documents in connection with rendering professional services provided that in so doing



no confidential information of Client is disclosed to such other client or any other party.

C. Consultant agrees that any electronic or other documents provided to the Consultant by the Client for the Consultant's use on the Project belong to and remain the property of the Client. Except as necessary for the Project, Consultant will not disseminate any such documents to third parties without the Client's written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients.

XV. CONSULTANT TO COOPERATE

If Client undertakes or awards other contracts for additional related work, Consultant shall cooperate with such other consultants or other independent contractors of Client and the Client's employees, and to the extent reasonably practical Consultant shall fit its own work to such additional work as may be directed by Client. To the extent reasonably practical, Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of Client or any employee of Client. Neither the professional activities of Consultant, nor the presence of Consultants or its employees and subconsultants at a construction site shall relieve the general contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. Consultant has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the general contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Client's agreement with the general contractor. Client also agrees that Consultant shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.

XVI. COMPLIANCE WITH LAW

Consultant shall observe and render services in conformance with applicable laws, ordinances, codes, rules, and regulations of federal, state, and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting

thereunder in connection with the services performed hereunder.

XIX. AUDITS AND INSPECTORS

A. All services performed by Consultant shall be subject to the general administration, coordination, and inspection of the Client at all reasonable times. In coordination with Consultant, Client shall provide sufficient, safe, and proper facilities at all times for construction services and construction contractors. Consultant shall furnish inspection of the work and shall furnish all information concerning the services. To the extent reasonably practical, Consultant's services shall be performed in character, sequence, and timing so that they will be coordinated with those of the Client. At any time during normal business hours and as often as Client may deem reasonably necessary, Consultant shall make available to Client and/or employees and representatives of Client for examination all of Consultant's records with respect to matters covered by this Agreement. Consultant shall also permit Client and/or employees and representatives of Client to audit, examine, and make copies, excerpts or transcripts of such records relating to matters covered by this Agreement. Client's right to audit and inspect Consultant's records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead, or profit.

B. Except as otherwise provided in this Agreement, Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its proposal and billings and shall make such material available at all reasonable times during the period of the Agreement, and for one year from the date of final payment under the Agreement, for inspection by Client or any reviewing agencies. Consultant agrees that the provisions of this Article XIX.B shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

C. Consultant shall maintain and make available to Client copies of the drawings, calculations, specifications, and other documents and information as reasonably requested by Client. Submission or distribution of such documents to meet official regulatory requirements is not



to be construed as publication in derogation of the Client's or the Consultant's rights in the documents.

XX. INDEPENDENT CONTRACTOR

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Consultant shall have full power and authority to select the means, manner, and method of performing Consultant's services without detailed control or direction by the Client. Nothing in this Agreement shall be interpreted or construed to establish Consultant or any of its employees as the agent, employee, or representative of Client, except that the Scope of Work described in Exhibit A may include having employees of Consultant serve as a representative of Client during the Project.

XXI. ASSIGNMENT, SUCCESSORS AND ASSIGNS

This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. Nothing in this Agreement shall be construed to grant any right, interest, or benefit in this Agreement to any person or entity other than Client and Consultant and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Consultant and not for the benefit of any other party.

This Agreement and the parties' interests therein may not be assigned, sublet, or transferred by Client or Consultant without prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

XXII. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. This Agreement supersedes all prior negotiations or agreements with respect to the subject matter herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

XXIII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Ohio. Any litigation regarding this Agreement, the Project, or the rights and obligations of Client or Consultant under this Agreement shall be filed in the courts of Summit County, Ohio. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.



XXIV. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

Downtown Redevelopment Services, LLC ("Consultant"),
101 North Park Way, Ravenna OH 44266.

Cumberland Main Street, 57 North Liberty Street,
Cumberland, MD 21502 ("Client")

XXV. CAPTIONS

All captions, headings, and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit, or otherwise vary the text of this Agreement in any respect.

XXVI. REFERENCES

All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

XXVII. INTERPRETATION

Both Client and Consultant have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties.

XXVIII. EXHIBITS

The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

XXIX. EQUAL OPPORTUNITY

Consultant and Client hereby covenant for themselves, their employees, agents, assigns, and all persons claiming under or through them, that they shall not discriminate unlawfully against any employee or applicant for employment, nor shall they unlawfully deny the benefits of this Agreement to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Agreement. Client and Consultant covenant and agree that if required by law they will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

XXX. CLIENT'S AND CONSULTANT'S GOOD STANDING

Consultant hereby warrants and represents that it is an Ohio limited liability company, licensed to do business and currently in good standing and has authority to enter into this Agreement. Client represents that it is licensed to do business, is in good standing, and has authority to enter into this Agreement.

XXXI. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement, including the alleged breach, validity, interpretation, and performance thereof ("Dispute") shall be subject to the following procedures:

A. Negotiation. Upon written notice of any Dispute by either Client or Consultant, the parties shall attempt to resolve it promptly by negotiation between them and this process within thirty (30) days (the "negotiation").

B. Mediation. If the dispute has not been resolved by negotiation within thirty (30) days in accordance with Article XXXI.A, then the parties shall proceed to nonbinding mediation. A notice of mediation may be served by either Client or Consultant, signifying that the negotiation was not successful and to commence the mediation process. The parties shall attempt to agree on

a mediator. If the parties cannot agree on a mediator within ten (10) days of the date upon which the notice of mediation is sent, then within twenty days of when the notice of mediation was sent Consultant shall select one qualified mediator and Client shall select one qualified mediator and, within five (5) days of the date of their selection, the two persons so selected shall select a third qualified mediator who will serve as the sole mediator for the Dispute. In the event a party ("first party") selects a qualified mediator within such period, but the other party fails to select a qualified mediator within such period, then the person selected by the first party shall serve as the sole mediator for the Dispute. No person selected by a party to be the mediator may be employed by, doing substantial business with, or otherwise affiliated with any of the parties, the parties' principals, or the Project. The term "qualified mediator" as used herein shall mean a natural person experienced in mediating disputes between businesses similar to the business in which Consultant is engaged. The mediation session shall be held in Summit County, Ohio and within forty-five (45) days of the retention of the mediator. During the course of the mediation, no party can assert the failure to fully comply with Article XXXI.A as a reason not to proceed or to delay the mediation. The service of the notice of mediation shall stay the running of any applicable statute of limitations regarding the Dispute until the mediation is concluded. Each side shall bear an equal share of the mediation costs. All communications, both written and oral, pursuant to this Article XXXI are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute that would otherwise be discoverable and/or admissible, do not become confidential or inadmissible simply because they are used in the negotiation and/or mediation process.

C. Further Mediation Provisions. Client and Consultant further agree to include a similar mediation provision in all agreements with any consultants or providers they retain for the Project, and to require all such consultants and providers to include similar mediation provisions in all of contracts with any consultants and providers they may retain regarding the Project.



File Attachments for Item:

. Order 27,928 - granting a 90 day extension on the Fourth Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally approved on May 6, 2025 by Order 27,704, which is believed to be in the best interests of the City

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

ORDER NO. 27,928

DATE: December 16, 2025

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

THAT, the Mayor and City Council hereby grant a ninety (90) day extension on the Fourth Amended and Restated Tolling Agreement with CSX Transportation, Inc., originally approved on May 6, 2025 by Order 27,704, which is believed to be in the best interests of the City.

Raymond M. Morriss, Mayor